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Document 2014 2965 Type 06 006 Pages 5
Date 11/25/2014 Time 1:43:21PM
Rec Amt $.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Mail to Aud.

Prepared By and Returned To: John A. LeClere, Delaware County Sheriff, 304 E. Delaware Street, P.O. Box 116, Manchester, IA 52057

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES

This Agreement is entered into this 11th day of October, 2014, 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 for law enforcement services, hereinafter referred to as City.

I.

STATEMENT OF AGREEMENT. The County and its Sheriff agree to provide general law enforcement services to City, and, City agrees 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.12 of the State of Iowa.

III.

GENERAL LAW ENFORCEMENT SERVICES DEFINED. General law enforcement services consist of patrol, investigation and all technical support services now provided by the Sheriff's Office. 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 City.
2. Enforcement Responsibilities. The Sheriff shall enforce state statutes, county ordinances, and ordinances of City that are the same type of 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 City as provided by law. More specifically, the Sheriff shall provide law enforcement services to City upon the request of the City. The Sheriff shall provide law enforcement services for the period of time specified by the City. The City will provide the Sheriff with a reasonable amount of advance notice as to when they will require law enforcement services.
4. Service Management / Administrator. 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 City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in City.
5. Responsiveness. The Sheriff shall give prompt consideration to all requests of City 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. City shall 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 City.

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 City.
2. Individual Ownership of Property. The County and the City shall retain title to the property each may acquire to fulfill its obligations under this Agreement, each party may dispose of its property as it sees fit.

VI.

LIABILITY. Liability shall be assumed as follows:

1. County. The County shall assume liability for, defend against, and secure City 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 City. County shall provide liability insurance as required for law enforcement duties.
2. Cities. City 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.

VII.

PERSONNEL.

1. Employee Status. All persons employed by the Sheriff in providing general law enforcement services to City shall be County officers or employees, and, they shall not have any benefit, status or right of City employment.
2. Payment. City 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 City.
3. Indemnity. City shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of his/her employment in providing law enforcement services to City.

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 municipal services to City shall be considered an employee of City. This provision shall be implemented by an ordinance of City.

IX.

FEES. Fees and payments shall be as follows:

1. Total Sum. The City 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 statues 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 City 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 City for services rendered at the beginning of the period that law enforcement services will be provided. Payment for these services will be due within the fiscal year from the date of 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. Delinquency. If the City does not make full payment by the end of the fiscal year, the County may terminate this Agreement and City shall be liable for general law enforcement services rendered to the time of termination.

X.

TERM. This Agreement shall take effect on **March 1, 2015**, and shall continue through **June 30, 2015**.

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 17th day of November, 2014

County of Delaware, Iowa

DELAWARE COUNTY OFFICIAL SEAL IOWA

BY: Shirley E. Helmrichs
Shirley E. Helmrichs, Chairperson,
Board of Supervisors

BY: Carla K. Becker
Carla K. Becker, County Auditor

BY: John A. LeClere
John A. LeClere, County Sheriff

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this, 25th day of November, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Shirley E. Helmrichs, Carla K. Becker and John A. LeClere, to me personally known, and who, being by me duly sworn, did say that they are the Chairman of the Board of Supervisors, County Auditor and County Sheriff, respectively, of the County of Delaware, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the County of Delaware, State of Iowa, and that the instrument was signed and sealed on behalf of the County by authority of its Board of Supervisors on the 25th day of November, 2014 and that Shirley E. Helmrichs, Carla K. Becker and John A. LeClere acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Peggy A. Hildebrand
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
PEGGY A. HILDEBRAND
Commission Number 707482
My Commission Expires
12-20-2015

Dated this 21st day of November, 2014

City of Delhi, Iowa

BY: Terry Harbach
Terry Harbach, Mayor

BY: Angie Billings
Angie Billings, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 21st day of November 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Harbach and Angie Billings, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Delhi, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution _____ passed by the City Council, on the _____ day of _____, 2014, and that Terry Harbach and Angie Billings acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

CYNTHIA L. ORR
Commission Number 171430
MY COMMISSION EXPIRES
OCTOBER 6, 2017

Cynthia L. Orr
Notary Public in and for the State of Iowa