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28E AGREEMENT, LAW ENFORCEMENT CONTRACT

Dated February 15, 2006, Effective July 1, 2006

Grantor: Osceola County, Iowa

Grantee: Osceola County Public Safety Commission

Prepared by and to be returned to: Robert E. Hansen, Osceola County Attorney,
Courthouse, 300 7th St., Sibley, Iowa 51249, Telephone No. (712) 754-4604

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LAW ENFORCEMENT CONTRACT

JULY 2006

THIS CONTRACT made and entered into this 15th day of February, 2006, by and between **Osceola County, Iowa**, with the Osceola County Sheriff, as parties of the first part, and the **Osceola County Public Safety Commission**, as party of the second part.

The Osceola County Public Safety Commission desires to contract for law enforcement services with Osceola County, Iowa, and the Osceola County Sheriff. Osceola County and the Osceola County Sheriff are agreeable to render such service under such terms and conditions hereinafter set forth.

Said contracts are authorized and provided for by the provisions of the 2005 Code of Iowa, Chapter 28E and the by-laws of the Osceola County Public Safety Commission.

IT IS HEREBY AGREED AS FOLLOWS:

1. Osceola County through its County Sheriff, and the Osceola County Sheriff, agree to provide expanded police protection within the corporate limits of each municipality belonging to the Osceola County Public Safety Commission and to the unincorporated areas of the county to the extent and in the manner hereinafter set forth:
 - A. Except as otherwise hereunder set forth, such service shall encompass the duties and function of the type normally coming within the jurisdiction of the Osceola County Sheriff pursuant to the State Law; and, in addition, the Osceola County Sheriff and his duly assigned deputies shall, within the corporate limits of each municipality belonging to the Osceola County Public Safety Commission, exercise all police powers and duties of the city police officers as provided by State, County, and City Ordinances.
 - B. The provisions of service, the standard of performance, the discipline of the deputies and other matters incident to the performance of said service and the control of personnel so employed, shall remain in and under the control of the Sheriff.
 - C. Such service shall include the enforcement of the Iowa Statutes, County Ordinances, and the municipal ordinances of the cities of Sibley, Ocheyedan, Harris, Melvin, and Ashton, and any other cities in Osceola County that elect to become members of the Osceola County Public Safety Commission. Service for any entity/member withdrawing from the Public Safety Commission shall be

stopped in accordance with this agreement, the Commission by-laws and the Intergovernmental Agreement creating the Public Safety Commission.

D. The Sheriff shall have complete responsibility and authority for the actions of his deputies and employees. The termination of any deputies or employees by the Sheriff shall be brought to the attention of the Commission at the next regularly scheduled meeting. A current list of all deputies and all employees together with their rate of pay shall be maintained and shall be updated annually.

2. Osceola County shall furnish and supply any necessary equipment and facilities for communications including dispatching. The County shall pay the cost of two (2) full-time dispatchers. The County shall provide jail detention facilities, including all costs of detention, **except** that deputies and dispatchers shall perform the duties of jailers, as needed.

3. **It is specifically agreed that the Sheriff's Office shall provide at least one manned patrol car, which shall be maintained within the corporate limits of the City of Sibley, on a twenty-four hour basis,** except in an emergency, and then back-up service shall be provided in Sibley as rapidly as possible. The parties recognize that the officer on duty within the corporate limits of the City of Sibley will be called upon to handle the duties necessary for the operation of the Osceola County Jail.

4. The Osceola County Public Safety Commission shall not be liable for the direct payment of salaries, wages, or other compensation to any County personnel performing services pursuant to this contract, however, the Public Safety Commission must regularly pay over to the County, the obligations set forth in this Contract.

5. It is understood and agreed by the parties that no deputy, or other employee of the Sheriff shall be deemed an employee of the Osceola County Public Safety Commission.

6. **PAYMENT.** The Osceola County Public Safety Commission and its members hereby agree to pay to the County the amount budgeted by them for each fiscal year for all services provided hereunder by the Sheriff's Office during the term of this Contract. These budget amounts may change annually as each new budget is determined and approved by the Osceola County Public Safety Commission and each of its members. The dollar amounts contributed annually by each member/entity shall be determined by application of Sections 28E.22, 28E.23, and 28E.24 of the 2005 Code of Iowa, and any amendments thereto.

Payment by each member/entity of the Osceola County Public Safety Commission shall be paid to the Osceola County Public Safety Commission as follows:

- A. Each month one-twelfth (1/12) of the General Fund Levy, levied by each member.
- B. On October 15 and May 15 of each year one-half (1/2) of the Special Voted Levy, levied by each member.

7. **LIABILITY.** Osceola County and the Osceola County Sheriff agree to hold harmless, indemnify and defend the Osceola County Public Safety Commission, its commissioners, officers, employees, and agents against any and all claims, lawsuits, damages or lawsuits for damages, arising from, allegedly arising from the performance of this contract or relating to the provisions of service hereunder by Osceola County and the Osceola County Sheriff.

8. The Osceola County Public Safety Commission shall not be called upon to assume any liabilities for the direct payment of any salaries, wages or other compensation to any personnel performing services hereunder. The Osceola County Public Safety Commission shall not be liable for compensation to indemnify any employees for any injury or sickness arising out of his or her employment and Osceola County hereby agrees to hold the Osceola County Public Safety Commission harmless against any such claims. However, the Public Safety Commission shall have in place workers compensation insurance to cover injuries or sicknesses to any employee whose injury or sickness arises out of his or her employment, as such employment is contemplated under this Agreement.

9. **INSURANCE.** Osceola County does further agree that in order to protect itself as well as the Osceola County Public Safety Commission under the indemnity agreement provision herein above set forth, Osceola County will at all times during the term of this agreement, have and keep in force a police professional liability insurance policy in an amount not less than \$2,000,000.00, and, the premium for said professional liability insurance policy shall be paid by Osceola County. Said insurance policy shall name the Commission and each individual member of the Commission as an additional insured for protection against any liability arising out of or in the performance of this agreement, including any and all losses, claims, damages, costs, or expenses resulting from damages to property or injury to or death of persons rising out of or in connection with the performance of this agreement. The County further agrees to provide the Commission and each of its members a certificate of insurance as evidence of compliance with this Paragraph. Osceola County shall also be responsible for paying the premium for boiler and property insurance for the jail premises and will also pay the

premium for general liability insurance. The Public Safety Commission shall pay the insurance premium for any insurance policy that is directly related to providing police protection within Osceola County, including without limitation, payment of the premiums for workers compensation insurance and business auto insurance.

10. **DURATION OF CONTRACT.** The term of this contract shall be for one year starting on the 1st day of July, 2006. The contract shall renew from year to year automatically on the same month and day above provided. However, said contract will cease to renew upon either party serving upon the other a notice of intention to terminate the contract upon the expiration of the then current term. This notice must be served at least six (6) months prior to the expiration of the then current term.

11. **REVIEW AND COMPLAINTS.** The Sheriff of Osceola County shall meet regularly with the Osceola County Public Safety Commission to review the progress of the contract. Any complaints or requests regarding the scope or quality of work shall be directed to the Osceola County Sheriff. The Sheriff shall report in writing to the Commission concerning action taken for any complaint or requests received.

12. **DISPUTES AND REMEDIES.** In the event of a dispute between the parties as to the extent of the duties and functions to be rendered under this agreement, or as to the level or manner of performance of law enforcement services, the dispute shall be presented to a committee consisting of a member of the Board of Supervisors of Osceola County, Iowa, who is not a member of the Public Safety Commission Board; a representative of the respective member/entity initiating the dispute for determination; and one official from the Public Safety Commission Board who represents a member/entity that is not involved in the complaint or dispute. The Sheriff of Osceola County shall also participate in the dispute resolution process, but shall not have a vote in resolving the dispute. Any controversy, complaint, claim arising out of or related to this contract, or the breach thereof, that cannot be resolved by the committee described above, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and Judgment upon the decision rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

13. **NEGOTIATOR.** That because the County is the employer of the deputies and dispatchers, the County will negotiate with the deputies and dispatchers, or a union representing the deputies and dispatchers.

14. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and prior written agreements between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF the Osceola County Public Safety Commission, by resolution duly adopted by its governing body, has caused this agreement to be signed by its Chairman and attested by its Secretary and the County of Osceola by resolution of the County Board of Supervisors, has caused this agreement to be signed by the Osceola County Sheriff, the Chairman of the Osceola County Board of Supervisors and attested to by the Clerk of the Board, all on the day and year first above written.

OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

BY: *Garry Johnson*
Chairman

ATTEST:

Brenda M. Hines
Secretary

COUNTY OF OSCEOLA

BY: *[Signature]*
Chairman of Board of Supervisors

BY: *Dwight R. Weber*
Sheriff

ATTEST:

Barb Eckert
Clerk

