

SPECIAL MEETING, PUBLIC SAFETY COMMITTEE
ROCK RAPIDS, IOWA
TUESDAY, FEB 07, 2017 at 8:15 AM

The Public Safety Committee met at the Forster Community Center with Chairman Ed Reck presiding. Absent: Member Cody Hoefert. Also present: Mayor Jason Chase, Sheriff Stewart Vander Stoep, and City Administrator Jordan Kordahl.

Law Enforcement. Purpose of the meeting was to discuss renewal of 28E Agreement for Law Enforcement to be furnished by Lyon County. Current contract of \$243,520 annually has remained unchanged for three years. County was two deputies short during previous year. Total hours worked during 2016 was 5,328.25. Hours are up slightly during current year. Contract price increase is due to increases in payroll costs from current annual total of \$135,000 to new total of \$150,000, for a \$15,000 increase. Fuel and equipment prices have remained virtually unchanged. **New contract price of \$258,520 would remain in place for two years.** Price for Rock Rapids is unique from other cities in the county. Other cities are charged on standard per-capita basis. Rock Rapids contracts for enhanced service, and requires that officer on duty needs to be either patrolling or working on matters specific to Rock Rapids only.

Brush Fire Truck. In 2011 the City purchased a brush fire truck from Maintainer Custom Bodies. Truck has been serving its purpose quite well. However, the reduced size of the extended cab restricts its functionality when transporting firefighters fully equipped with bunker gear and tanks. Recommendation is to obtain price quotes on trade-in for new full-size (crew) cab chassis with re-mount of existing equipment.

Adjourned at 8:35 AM.

Prepared by:

Jennifer Wippert, Attorney at Law, ISBA #30646, 110 North Marshall Street, Post Office Box 549, Rock Rapids, IA 51246, 712-472-2567

28E LAW ENFORCEMENT CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 2016, by and between County of Lyon, hereinafter referred to as "County", and the City of Rock Rapids, Iowa, hereinafter referred to as "City" as follows:

WHEREAS, pursuant to Iowa Code Section 28E.12, 2013, as amended; the purpose of this 28E Contract is that the County provide the law enforcement services for the City to ensure the City's compliance with Iowa law, and;

WHEREAS, no separate legal or administrative entity shall exist by virtue of this Contract; the Sheriff is hereby designated as the administrator responsible for administration and fulfillment of this joint Contract for the County; the Mayor of Rock Rapids will be responsible for fulfillment of the terms of this Contract herein on behalf of the City, and;

WHEREAS, the City and County hereby establish the terms of this Contract herein subject to the laws and administrative rules of the State of Iowa and City and County Ordinances;

IT IS THEREFORE AGREED, in consideration of the mutual covenants and agreements herein, as follows:

1. Duration. This Contract is entered into for an initial term of twelve (12) months, commencing on July 1, 2016 and continuing until June 30, 2017. Thereafter this Contract shall automatically renew for an additional period of one (1) year with the first renewal period to commence on July 1, 2017, and continue until June 30, 2018, and renew for additional one year renewal terms thereafter.
2. Amendments or Changes. The parties agree that negotiations for any contemplated changes prior to any renewal of the Contract shall commence in January each year. It is understood between the parties that changes, if any, when agreed to, will be entered as Amendments to said Contract, which shall have the same effect as though it had been originally a provision of this Contract;
3. Termination. Either party may elect to terminate this Contract, at any time, by giving written notice to the other party, with the effective date of the termination to be ninety (90) days after the date of the notice of termination.

If the Contract is terminated, after the effective date of the termination, this Contract shall be deemed cancelled and terminated and neither party shall have further responsibility under this Contract after said effective date of termination. All payments and other responsibilities under the Contract shall be prorated to the effective date of termination;

4. Consideration. City shall pay to County a total annual contract sum for the fiscal year 2016/2017 in the amount of Two Hundred Forty Three Thousand Five Hundred Twenty and no/100 Dollars (\$243,520.00).

The County shall allow payment from the City on a monthly pro-rated basis. Payments shall be made directly to the Lyon County Sheriff's Office. The monthly payment shall be for services provided during that month of payment.

5. Duties of County. County and Sheriff agree to provide law enforcement services for the City in a conscientious and good faith effort to effectively enforce the laws of the City, County, State and Federal governments and to maintain peace and order within the City. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions customarily rendered by the Lyon County Sheriff's Department. In conjunction with the aforementioned duties, the Lyon County Sheriff's Office will provide the following services within the corporate limits of the City:

- (a) Routine patrol
- (b) Enforcement of State and local ordinances
- (c) Investigation of crimes and follow up of crimes warranting additional investigation in the opinion of the Lyon County Sheriff's Office, including attendance at any and all court hearings
- (d) Traffic and vehicle enforcement operations
- (e) Emergency and accident scene control

The parties agree that the Lyon County Sheriff's Office may provide the above services identified in this paragraph through cooperative efforts with Federal, State, County and local law enforcement agencies.

The County agrees that it will provide deputies from the Lyon County's Sheriff's Office who shall work for the City for an average of eighty (80) hours per week based on an annual basis. The foregoing shall include all investigations and patrol hours.

During the hours in which the Lyon County Sheriff's Office deputies are not located directly in Rock Rapids, deputies will report to calls involving the City.

The Lyon County Sheriff's Office will provide additional deputies for the Lyon County Fair, Heritage Days, scheduled parades, and other events as agreed upon. These events and any additional deputies provided shall be included in the above eighty (80) hour average week.

The parties agree that the number of hours of service provided by the Lyon County Sheriff's Office may be increased or decreased upon mutual agreement in writing by both parties. The City understands and agrees that the County is not responsible for providing continuous surveillance for any twenty-four (24) hour period unless, in the opinion of the Lyon County Sheriff, the threat of criminal activity warrants such surveillance. It is agreed that the City will share the services of the Lyon County Sheriff's Office with other towns and surrounding areas of the County.

Determination as to whether or not to file appropriate charges of any type shall remain with the Lyon County Sheriff's Office.

On the 10th of each month during the term of this Contract, the Sheriff shall provide a monthly report to the mayor of the City which will include the activity in the City and such report shall include the following information: number of hours spent in the City doing active patrol, number of hours spent doing investigation of incidents from the City, number of citations issued in the City, and the number of incidents handled by the sheriff's office in the City.

The County shall furnish and supply all necessary labor, supervision, equipment, communications facilities, and dispatching and supplies necessary to maintain the level of services provided herein.

The County shall provide an emergency communications frequency at 155.307 MHz. This frequency is to be used for emergency situations only. The City will not maintain a guard on that frequency. The County will maintain control of this frequency.

6. Duties of City. For purposes of this Contract, the Mayor of the City of Rock Rapids shall administer this Contract on behalf of the City, and shall have the right to consult with the Sheriff on all issues concerning the administration of this Contract.

City agrees that its officers, agents and employees shall cooperate fully with the County in the performance of the County's duties.

7. Liability – Indemnification by City. City agrees to protect, indemnify and hold County, its elected officials, employees, agents and all of the Lyon County Sheriff's Office personnel harmless from all claims and suits and damages of any kind or character relating to the City's performance of its obligations under this Contract, including any claimed action or omission of City elected officials, employees and agents; provided, however, that City's Contract to indemnify is conditioned upon the following:

- (a) Any such claims or suits subject to the City's Contract to indemnify under this paragraph is for damages or injury which occurred subsequent to the execution of this Contract by both City and County, and relates to any such claims or suits which arose or occurred during the time that this Contract is effective;

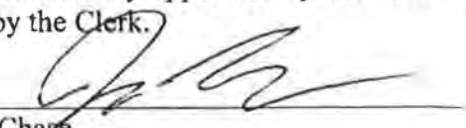
- (b) From the allegation of such claim or suit, and the injury claimed, there is no conflict between City's interests and County's interests;
 - (c) County provides City timely notice of the claims or suits and provides a timely written request to City requesting that the City's liability carrier conduct and control the defense of said claim or suits and County agrees that the same legal counsel representing the City may also represent the County;
 - (d) County agrees to cooperate with City's liability carrier in the investigation, settlement of defense of any such suit or claim, immediately send copies of all demands, notices, summonses or legal papers received in connection with the suit or claim; notify any other insurer who may afford coverage to the County; cooperate in all other respects with City's liability carrier and provide all requested authorizations to the carrier;
8. Liability – Indemnification by County. County agrees to protect, indemnify and hold harmless the City, its elected officials, employees, and agents from all claims and suits and damages of any kind or character relating to County's performance of its obligation under this Contract, including any action or omission of County elected officials, employees, agents and all Lyon County Sheriff's Office personnel, provided, however, that County's Contract to indemnify is conditioned upon the following:
- (a) Any such claims or suits subject to the County's Contract to indemnify under this paragraph are for damages or injury which occurred subsequent to the execution of this Contract and for which County has assumed liability to indemnify hereunder and arose or occurred during the time that this Contract is effective;
 - (b) From the allegations of such claim or suit, and the injury claimed, there is no conflict between City's interest and County's interests;
 - (c) City provides County timely notice of the claims or suit and provides a timely written request to County requesting that the County's liability carrier conduct and control the defense of said claim, suit or cause of action, and City agrees that the same legal counsel representing the County may also represent the City;
 - (d) City agrees to cooperate with County's liability carrier in the investigation, settlement of defense of any such suit or claim; immediately send copies of all demands, notices, summonses or legal papers received in connection with the suit or claim; notify any other insurer who may afford coverage to the City; cooperate in all other respects with County's liability carrier and provide all requested authorizations to the carrier;
9. Simple Misdemeanors. The parties agree that only primary violations of City Ordinances corresponding to Iowa Code shall be written as City violations by County deputies. This will result in the City retaining 90 percent of resulting fines and surcharges according to Section 602.8106, 2013, Code of Iowa, as amended. The City Attorney shall prosecute these violations of the City Ordinance.

10. Notices. Any official notices or correspondence contemplated by this Contract shall be mailed to City at City Clerk, 310 S. 3rd Avenue, Rock Rapids, Iowa 51246 and to the County at Lyon County Auditor, 206 S. 2nd Avenue, Rock Rapids, Iowa 51246.

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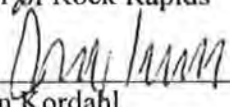
IN WITNESS WHEREOF, City of Rock Rapids, by resolution duly appointed by the council, cause this Contract to be signed by its Mayor and attested by the Clerk.

Date: 4-25-16



Jason Chase
Mayor of Rock Rapids

Date: 4-25-16



Jordan Kordahl
City Clerk

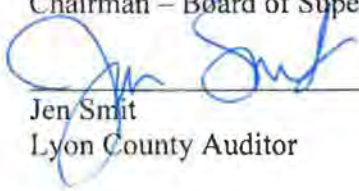
IN WITNESS WHEREOF, the County of Lyon, by the Board of Supervisors, has caused this Contract to be subscribed to by the chairman of the Lyon County Board of Supervisors and the Seal of Lyon County to be affixed thereto and attest by the Auditor.

Date: 9-12-16



Randy Bosch
Chairman – Board of Supervisors

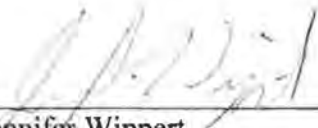
Date: 9.12.16



Jen Smit
Lyon County Auditor

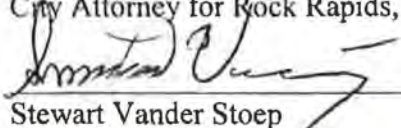
Approved as to form and content:

Date: 4.2.16



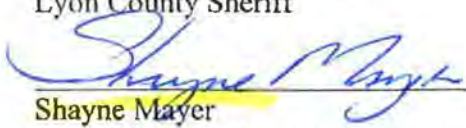
Jennifer Wippert
City Attorney for Rock Rapids, Iowa

Date: 9-2-16



Stewart Vander Stoep
Lyon County Sheriff

Date: 9/13/16



Shayne Mayer
Lyon County Attorney