Resolution 2022-02-02

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 7th day of February, 2022, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:

   A. Radar operations to control speed.
   B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
   C. Housing inmates who have been incarcerated under a city ordinance.
   D. Service of abatement notices on request.
   E. Periodically checking commercial buildings for unlocked doors and trespassers.
   F. Investigation of traffic accidents and complaints.
   G. Dispatch of city fire departments and first responders.
   H. Staffing a 24 hour E911 dispatch center.
   I. Providing a detective division to investigate crimes and conduct on-going investigations.
   J. Investigation of drug-related offenses.
   K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
   L. Routine patrols and special patrols upon request.
   M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of $65.17 (based on the 2020 census of 1,211) to Story County, Iowa, which amounts to the annual sum of $78,920.87. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.

4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.

5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.

6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.

7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

_____
Story County Board of Supervisors

_____
Attest: Story County Auditor

Paul H. Fitzgerald
Story County Sheriff

CITY OF GILBERT, IOWA

Jonathan C Popp
Jonathan Popp, Mayor
City of Gilbert, Iowa

S. Summerlot
City Clerk for Gilbert, Iowa