

INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made by and among the parties, the County of Story, the County of Polk, and the County of Boone, with their respective law enforcement agencies, the Story County Sheriff's Office, the Polk County Sheriff's Office, and the Boone County Sheriff's Office, is entered into to permit law enforcement services within their boundaries pursuant to Chapter 28E of the Code of Iowa, providing as follows:

I. PURPOSE

This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this agreement.

WHEREAS, the parties recognize that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety and welfare of the public; and

WHEREAS, the parties recognize that the City of Sheldahl corporate limits cross political jurisdictional lines, and is an example of one situation where the use of law enforcement officers outside the territorial limits where such officers are employed may be desirable; and

WHEREAS, the purpose of this agreement is to permit these parties, particularly the Story County Sheriff's Office to engage in Law Enforcement Services for Sheldahl; and

THEREFORE, the undersigned have entered this agreement with the consideration of the following:

II. LAW ENFORCEMENT SERVICES

Story County Sheriff anticipates offering the following services, which will be negotiated in a separate contract with the City of Sheldahl.

- 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.

Any individual(s) arrested pursuant to this agreement shall be initially transported to the Story County Jail for an initial appearance pursuant to 804.21 & 22 and the attached Administrative Orders (Exhibit "A").

III. AUTHORITY OF PARTICIPATING OFFICERS

The law enforcement officers under this agreement shall have full powers as peace officers when participating in services pursuant to this agreement anywhere in the jurisdictions of the participating agencies. They however shall have no greater authority than they have within their own jurisdiction.

IV. EMPLOYMENT STATUS AND COMPENSATION

All law enforcement officers under this agreement shall be considered employees of their respective law enforcement agencies and governed by the personnel policies of their employing agency. The employment status of each law enforcement officer shall be determined by the law enforcement agency that employs them. It shall be the sole responsibility of each law enforcement agency participating in this agreement to provide compensation and appropriate benefits to only its own law enforcement officers who have been selected by the agency head to participate in such investigations. Such compensation shall include, but is not necessarily limited to wages, overtime, injury (Worker's Compensation), death and retirement benefits, and insurance. No participating law enforcement agency shall be required to compensate officers of another agency.

V. LIABILITY

Each law enforcement agency participating under this agreement shall be responsible for the acts of only its own law enforcement officers who have been appointed and are acting pursuant to this agreement. To the extent provided by Iowa law, each agency supplying personnel shall be responsible to indemnify for the acts of only its own officers and personnel who have been appointed and are acting pursuant to this agreement, and no party to this agreement shall be held liable for the acts of officers or personnel from other participating agencies.

VI. TERM

The term of this agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body, and shall continue until terminated as provided herein.

VII. AMENDMENTS/TERMINATION

This agreement may be amended at any time by mutual agreement of the parties. Any party desiring an amendment to this agreement shall notify the other party of its desire and the reason for the request. Such a request shall be in writing to the other parties, and shall be considered by the other parties without unreasonable delay and within no more than ninety (90) days of receipt. Amendments to this agreement shall be effective only upon ratification by appropriate resolution of the governing body of each agency.

VIII. GOVERNING LAW

This agreement shall be governed and interpreted under the laws of the State of Iowa.

IX. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed and filed Addendum to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates given below.

Dated this _____ day of _____, 2020.

STORY COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this _____ day of _____, 2020.

BOONE COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

RESOLUTION

MOVED By Connolly SECONDED By Brownell that the following Resolution be adopted.

WHEREAS, the Polk County Sheriff's Office is responsible for law enforcement in the unincorporated areas of Polk County and within cities in Polk County with whom it has 28E agreements for enhanced law enforcement services; and

WHEREAS, the City of Sheldahl corporate limits crosses the political jurisdictional lines of Polk, Boone, and Story Counties; and

WHEREAS, in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, The Polk County Sheriff's Office, the Boone County Sheriff's Office, and the Story County Sheriff's Office under this agreement shall each have full powers as peace officers anywhere in the jurisdictions of the participating law enforcement agencies in the City of Sheldahl; and

WHEREAS, the Story County Sheriff's Office will enter a contract with the City of Sheldahl for enhanced law enforcement services.

NOW, THEREFORE BE IT RESOLVED that Polk County, Iowa approves and authorizes the Chair of the Board of Supervisors to sign the intergovernmental agreement for law enforcement services within the respective boundaries of Polk, Boone, and Story Counties in the City of Sheldahl pursuant to Chapter 28E of the Code of Iowa.

Approved this 28th day of JULY, 2020.

POLK COUNTY, IOWA

Matt McCoy
Chairperson
Polk County Board of Supervisors

SUBMITTED BY:

F. Marasco
Frank Marasco
Polk County Sheriff's Office

APPROVED AS TO FORM:

Ralph Marasco Jr.
Assistant County Attorney

ROLL CALL FOR ALLOWANCE

Steve Van Oort	<input checked="" type="checkbox"/>	Yea	<input type="checkbox"/>	Nay
Robert Brownell	<input checked="" type="checkbox"/>	Yea	<input type="checkbox"/>	Nay
Tom Hockensmith	<input checked="" type="checkbox"/>	Yea	<input type="checkbox"/>	Nay
Angela Connolly	<input checked="" type="checkbox"/>	Yea	<input type="checkbox"/>	Nay
Matt McCoy	<input checked="" type="checkbox"/>	Yea	<input type="checkbox"/>	Nay
Yea	<u>5</u>			Nay <u>0</u>

JUL 28 2020

ALLOWED BY VOTE
Matt McCoy
CHAIRPERSON

Above tabulation made by BD

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POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Intergovernmental Agreement for Law Enforcement Services in Sheldahl

Agenda Date: July 28, 2020

Contact Individual: Frank Marasco, 515-286-3943, frank.marasco@polkcountyiowa.gov

Action Requested (Recommended): Resolution approves an intergovernmental agreement to permit law enforcement services within the boundaries of Polk, Boone, and Story Counties pursuant to Chapter 28E of the Code of Iowa.

Background: The Polk County Sheriff's Office is responsible for law enforcement in the unincorporated areas of Polk County and within cities in Polk County with whom it has 28E agreements for enhanced law enforcement services. The corporate limits of the City of Sheldahl crosses the political jurisdictional lines of Polk, Boone, and Story Counties.

The use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety, and welfare of the public. Intergovernmental agreements such as this permits county and city governments in Iowa to make efficient use of their powers, enabling them to provide joint services and to cooperate for the mutual advantage of the people being served.

Action Impact: Under this intergovernmental agreement the Polk County Sheriff's Office, the Boone County Sheriff's Office, and the Story County Sheriff's Office will each have full powers as peace officers anywhere in the jurisdictions of the participating law enforcement agencies in the City of Sheldahl. The City of Sheldahl will enter an agreement with the Story County Sheriff's Office for enhanced law enforcement services.

Fiscal Note:


Fiscal Year	Budgeted? (Y/N)	Anticipated Expense	Anticipated Revenue	Ongoing Commitment? (Y/N)	If Amendment is Required,	
					Expense Account Code	Revenue Account Code
20/21						
21/22						

Additional Fiscal Note Information (optional):

Dated this 28th day of JULY, 2020.

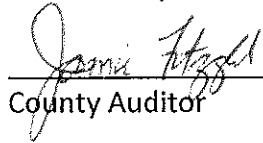
POLK COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor