

**Appendix D**  
**Compilation of Representative Provisions of Law Enforcement Service Agreements**  
**Between City or County Service Provider (SP) and City Served (CS)**

The provisions detailed in this document were identified by the League's general counsel as ones that are typically found in a 28E agreement for law enforcement services. Cities are reminded to work with their city attorney to ensure the city's interests are protected when entering into an agreement. Examples of 28E agreements can be found by using the Secretary of State's online database at [www.sos.state.ia.us](http://www.sos.state.ia.us).

**1. Law enforcement services to be provided by service provider; information, facilities and support to be provided by the city served.**

**Greene County (SP) and City of Scranton (CS)**

3.1 Greene County agrees that the Greene County Sheriff's Office shall provide normal law enforcement services within the corporate limits of the City of Scranton, including:

- a) employing radar operations to control speeding;
- b) issuing citations for violations under Municipal Ordinances when applicable;
- c) handling animal calls and bite reports;
- d) serving notices on request without fees;
- e) providing on-duty deputies for special events;
- f) periodically checking commercial buildings for unlocked doors and trespassers;
- g) responding to all other reasonable requests from the Mayor or Council for law enforcement related services.

**City of Preston (SP) and City of Spragueville (CS)**

6. Services Provided. Preston police personnel shall provide within the corporate limits of the City of Spragueville general law enforcement services of Iowa statutes, Jackson County ordinances and Spragueville City ordinances, provided, however, that the Preston police personnel shall not be required to assume any law enforcement duty of function not consistent with those customarily performed by the Preston police personnel under the ordinances of the City of Preston and the statutes or the State of Iowa.

7. Police Coverage. Preston police personnel shall provide general law enforcement services on a regular basis with police patrol in a patrol car in Spragueville for an average of five (5) hours per week.

A. The parties understand the Preston police personnel are not required to patrol in Spragueville daily, but are required to respond to an emergency call from Spragueville or Preston during hours when the Chief or other police personnel is on duty. While on duty, Preston police personnel shall give prompt consideration to all requests for delivery of general law enforcement services within both cities, taking into consideration the nature of the request and good law enforcement practices.

B. Preston police personnel shall not be required or expected to answer nuisance dog calls which do not involve threat of bodily injury to any person, to impound dogs found running at large, or to transport stray dogs. The City of Spragueville shall assume responsibility for said nuisance calls, impoundment and transportation. Preston police personnel may file charges against the owner of any dog found to be in violation of a Spragueville ordinance if the owner is known and the offense occurs in the presence of the officer. Preston police personnel may also file charges if a Spragueville citizen is willing to swear out a complaint and testify in Court aiding the prosecution of violations of a Spragueville ordinance. Preston police personnel will assist in taking whatever action is necessary to insure the public's safety from vicious animals.

### **Marshall County (SP) and City of Laurel (CS)**

3. The city must provide the following items for the Sheriff's Office:
  - A. Two annually reviewed and updated manuals containing all City ordinances of the City of Laurel, one of which shall be available at the location within the City designated as accessible office space in line G (below) and one to be located at the Marshall County Sheriff's Office.
  - B. A current list of all employees of the City of Laurel and a means of contacting those people necessary. (24 hours)
  - C. An annually updated list of all City residences, places of businesses and owners thereof.
  - D. Payment for services are pre-agreed.
  - E. The name of an attorney who will represent the City in prosecution of offenders of City ordinances.
  - F. Full cooperation and assistance from the City, its officers, agents and employees.
  - G. Access to office space (for interviewing), telephone, restroom and lockable file storage of forms.
  - H. Animal control and pick-up through city personnel or a third party. Said control shall be available when necessary and not the responsibility of the Marshall County Sheriff's Office. (24 hours)
  - I. Notification in writing to the Marshall County Sheriff's Office of any activities sponsored or approved by the City that may necessitate enhanced law enforcement coverage at least 30 days prior to the date of occurrence.
2. **Hours of service to be provided each week/each day; level of service; adjustments to level of service.**

### **City of Preston (SP) and City of Spragueville (CS)**

7. Police Coverage. Preston police personnel shall provide general law enforcement services on a regular basis with police patrol in a patrol car in Spragueville for an average of five (5) hours per week.
  - A. The parties understand the Preston police personnel are not required to patrol in Spragueville daily, but are required to respond to an emergency call from Spragueville or Preston during hours when the Chief or other police personnel is on duty. While on duty, Preston police personnel shall give prompt consideration to all requests for delivery of general law enforcement services within both cities, taking into consideration the nature of the request and good law enforcement practices.
  - B. Preston police personnel shall not be required or expected to answer nuisance dog calls which do not involve threat of bodily injury to any person, to impound dogs found running at large, or to transport stray dogs. The City of Spragueville shall assume responsibility for said nuisance calls, impoundment and transportation. Preston police personnel may file charges against the owner of any dog found to be in violation of a Spragueville ordinance if the owner is known and the offense occurs in the presence of the officer. Preston police personnel may also file charges if a Spragueville citizen is willing to swear out a complaint and testify in Court aiding the prosecution of violations of a Spragueville ordinance. Preston police personnel will assist in taking whatever action is necessary to insure the public's safety from vicious animals.

### **Greene County (SP) and City of Scranton (CS)**

- 3.2 Greene County agrees that the Green County Sheriff's Office will patrol an average of two (2) times daily, seven (7) days per week within the incorporated limits of the City of

Scranton. The Mayor or Council may request that the patrol take place during hours designated by them.

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2. Law enforcement will be provided with a minimum of one patrol vehicle and one patrol person within the corporate limits of the Municipality for \_\_\_ hours per week. Service will be provided seven days of the week on a variable hour schedule. The schedule for each month shall be determined by the County and furnished to the Municipality one week in advance of its effective date. The Municipality may request changes in the schedule which shall be accommodated by the County to the extent personnel and equipment are available without the County incurring additional expense. The final schedule shall be made by the County.

3. The Municipality agrees that County is not responsible for providing continuous surveillance for any twenty-four hour period unless in the opinion of the County the threat of criminal activity warrants such surveillance.

4. The number of hours of service provided, or the number of patrol vehicles, or the number of patrol persons may be increased or decreased upon mutual agreement of both parties.

### **3. Administration of agreement; payment of law enforcement officer salaries and benefits; assignment of duties, supervision and discipline of employees providing law enforcement services.**

#### **City of Preston (SP) and City of Spragueville (CS)**

5. Administration. No separate legal administrative entity is created to administer this Agreement. The Preston Chief of Police and the City Councils of Preston and Spragueville are authorized to implement this Agreement and to establish procedures to assure its effective operation.

10. Employment. The Preston Chief and personnel of the Preston Police Department working under this Agreement shall be considered employees of the City of Preston, and shall be governed by the personnel policies of Preston and its Police Department, whether working in Preston or in Spragueville.

A. Said Chief and personnel shall be paid salaries, wages or other compensation by Preston, as determined by its City Council.

B. Spragueville shall not be responsible for hiring, terminating, disciplining, compensating or providing benefits directly to any personnel providing general law enforcement services under this Agreement. Preston police personnel shall not be entitled to any employment benefits or rights provided by Spragueville to its employees.

#### **Greene County (SP) and City of Scranton (CS)**

3.5 Assignment of duties, discipline of county employees and matters incident to the performance of the duties of county employees shall remain the responsibility of Greens County and its officers, employees and commissions. The City of Scranton shall provide requested information and reports to facilitate the Greene County Sheriff's assignment and supervision of personnel.

### **4. Monthly reports or logs; periodic meetings to discuss service provided; maintenance of records necessary for audit.**

#### **City of Preston (SP) and City of Spragueville (CS)**

5(C) Preston police personnel shall maintain monthly law enforcement logs showing days worked by law enforcement personnel within the corporate limits of the City of Spragueville.

**Marshall County (SP) and City of Laurel (CS)**

6. The Sherriff's Office shall make monthly reports, which shall include a summary of the enforcement activity conducted by the Sheriff's Office within the municipality, and interim reports on other matters not considered routine criminal matters to the Mayor of the City of Laurel.

**Scott County (SP) and City of Riverdale (CS)**

11. The County, through its County Sheriff or his designee, agrees to meet, from time to time, with the governing Council of the Municipality, or with any law enforcement committee which said Council may designate. The purpose of said meetings shall be to make suggestions for improvement in the implementation of this contract or for amendments hereto, provided, however, that no such suggestion or amendment shall be binding on either party until reduced to writing and duly signed by the parties. The time and place of any such meeting hereunder shall be determined as may be mutually convenient to all parties.

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Each party shall allow the other party access to all records, documents and papers necessary for financial auditing of the parties' activities and transactions under this agreement. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained for a minimum of three years.

**5. Disputes; mediation committee.**

**Marshall County (SP) and City of Laurel (CS)**

1. In the event of a dispute between the parties as to the level or manner of performance of such service, the problem shall be mediated by the Sheriff of Marshall County, the Mayor of the City of Laurel, and/or the City Administrator. If the position of City Administrator does not exist, that position on the mediation committee shall be filled by a designee of the City Council.

**6. Prosecution of city ordinance violations/municipal infractions; role of county attorney; filing charges under city ordinance, county ordinance or state code.**

**Marshall County (SP) and City of Laurel (CS)**

3. The city must provide the following items for the Sheriff's Office:

- E. The name of an attorney who will represent the City in prosecution of offenders of City ordinances.

**Greene County (SP) and City of Scranton (CS)**

3.8 This contract does not authorize, and the Greene County Attorney is not required to prosecute any civil or criminal municipal infraction promulgated pursuant to Section 364.22 of the Code of Iowa or any simple misdemeanor motor vehicle violations.

4.1 While the Green County Attorney may from time to time give advice to the Greene County Sherriff's Office which is necessary for the investigation of a criminal case, the Greene County Attorney is not the legal advisor to the City of Scranton. Nothing in this contract is to be construed to make the Greene County Attorney the legal advisor to the City of Scranton or any other officer or employee of the City of Scranton.

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Patrol persons assigned to the Municipality as a result of this agreement shall, where applicable, file charges under the Municipal Ordinances. If the Municipality has no

applicable ordinance, the charge may be filed under the applicable county ordinance or state statute. The Sheriff or patrol person shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type.

**7. Compensation and payment for law enforcement services; effect of default in payment.**

**City of Preston (SP) and City of Spragueville (CS)**

13. Compensation. In consideration of the general law enforcement services provided by Preston to Spragueville, as provided by the Agreement, Spragueville shall pay Preston the sum of \$6,455.80 annually during the term of this Agreement. The annual payment shall be divided into twelve equal monthly installments and paid monthly, with each monthly installment to be paid by the 15<sup>th</sup> of each month, commencing with July 15, 2010. The City of Preston and the City of Spragueville shall renegotiate the compensation in January, 2013.

15. Default. In the event Spragueville fails to make a monthly installment payment by the 15<sup>th</sup> day of the month, Preston may give to Spragueville Notice of Termination of this Agreement, with said termination to be effective thirty (30) days from the date said Notice is delivered. In that event, Preston shall provide general law enforcement services until the expiration of said thirty (30) days.

**8. Liability and indemnity; workers' compensation.**

**Greene County (SP) and City of Scranton (CS)**

4.2 Greene County shall be responsible and liable for the actions of Greene County Sheriff's Office when in the performance of their duties of law enforcement within the boundaries of the City of Scranton. Greene County shall hold the City of Scranton harmless and shall indemnify the City of Scranton for any lawsuits or damages arising out of the actions of the Greene County Sheriff's Office within the boundaries of the City of Scranton. The Greene County Sheriff's Office shall have no other civil liability to the City of Scranton for its actions pursuant to this contract.

4.3 The City of Scranton shall be responsible and liable for the actions of the City of Scranton, and all its officials or employees. The City of Scranton shall hold Greene County harmless and shall defend and indemnify Greene County for any lawsuits or damages arising out of any official's or employee's action on behalf of the city pursuant to this contract.

**City of Preston (SP) and City of Spragueville (CS)**

11. Liability. Liability shall be assumed by the parties as follows:

A. Preston shall assume liability for, defend against, indemnify and hold harmless Spragueville from all costs and damages for claims of injury to persons or property caused by Preston police personnel in providing or failing to provide general law enforcement services to Spragueville, including attorney's fees and investigative costs for defense against such claims.

B. Spragueville shall assume liability for, defend against, indemnify and hold harmless Preston and Preston police personnel from all costs and damages for claims of injury to persons or property caused by the City of Spragueville or any agents thereof, including attorneys fees and investigative costs for defense against such claims.

C. Preston shall be liable for and shall indemnify Spragueville for workers' compensation for Preston police personnel for injury or sickness arising out of employment providing general law enforcement services to Spragueville and/or Preston.

**9. Amendment of agreement.**

**City of Preston (SP) and City of Spragueville (CS)**

15. Amendment. During the term of this Agreement, the parties may mutually amend the terms of the Agreement without terminating the entire Agreement. Any amendments must be in writing, must be approved by both city councils, and must be signed by all parties hereto prior to said amendments taking effect.

**10. Effective date; duration of agreement; notice of renewal; notice of termination.**

**City of Preston (SP) and City of Spragueville (CS)**

3. Effective Date. This Agreement will become effective on the date on which the last of the following prerequisites is completed:

- A. Both parties take appropriate action by resolution of the respective councils approving this contract, and the mayors and clerks execute the Agreement.
- B. Preston files an executed copy of this Agreement with the Iowa Secretary of State.
- C. Preston files an executed copy of this Agreement in the Office of the Recorder, Jackson County, Iowa.

4. Duration. The duration of this Agreement shall be for three years, and shall continue thereafter from year to year, unless Notice to Terminate said Agreement is given by either party to the other party at least 90 days prior to the termination of the then existing Agreement. Notice shall be given in writing and delivered in person or by regular mail to the City Clerk of the City to whom Notice is given. Parties to this Agreement shall meet in January of the last year of the Agreement (2013) to renegotiate the annual compensation due and payable from the City of Spragueville, Iowa.

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In the event the Municipality desires to renew this agreement, the Municipality shall notify the County in writing, directed to the Board of Supervisors, not later than ninety (90) days preceding the expiration of the agreement. The Board of Supervisors shall, not later than sixty (60) days prior to expiration of the agreement, notify the City Council for the Municipality of its agreement to the terms set forth in this agreement or the changes in the terms which are acceptable. In the event the County does not notify the Municipality that it desires to renew the agreement sixty (60) days prior to the expiration of the agreement, the agreement shall terminate twelve (12) months from the effective date of the agreement or from its effective renewal date.

**11. Entire agreement; severability.**

**Scott County (SP) and City of Riverdale (CS)**

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

**Greene County (SP) and City of Scranton (CS)**

6.2 This contract shall be governed by the laws of the State of Iowa. If any part of this contract shall be judicially or legislatively voided, the remainder of the contract shall remain in effect until amended or terminated.

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Severability. In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, and they shall remain in full force and effect.