

Appendix D
Sample City-County Law Enforcement Agreement

PARTIES

This agreement is made and entered into by and between the COUNTY OF _____
(County) and the CITY OF _____ (Municipality).

PURPOSE

It is the purpose of this Agreement to establish the terms and conditions for the County Sheriff and the County Attorney to provide law enforcement services to the Municipality.

TERMS AND CONDITIONS

Pursuant to the provisions of Chapter 28E of the Code of Iowa, it is hereby agreed by the parties as follows:

1. The County agrees that the County Sheriff shall provide the following services within the corporate limits of the Municipality:
 - a. Enforcement of state laws;
 - b. Enforcement of local ordinances;
 - c. Criminal investigations;
 - d. Door checks of commercial establishments;
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.
5. Upon the occurrence of the emergency requiring the Sheriff to withdraw the patrol person(s) or patrol vehicle(s) assigned to the Municipality and the services cannot be returned within 1.5 hours, the County agrees to provide services at a later time for the period of time that the services were withdrawn.
6. 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 ordinance, the charge may be filed under the applicable 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. The Sheriff shall make monthly reports to the Municipality, including a summary of the law enforcement activities occurring within the Municipality.

8. The Municipality agrees that its officers, agents and employees shall cooperate fully with the County in the performance of the County's duties.
9. Assignment of duties, discipline of County employees and matters incidental to the performance of the duties of County employees shall remain the responsibility of the County and its officers, employees and commissions. The Municipality shall provide requested information and reports to facilitate the County's assignment and supervision of personnel.
10. The County shall be responsible for the payment of salary, wages, and/or any other compensation or benefits to any County employee providing services under this agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this agreement, the Municipality shall not be liable for compensation to any County employee for a workers' compensation claim for injury or sickness occurring while the employees undertake duties in fulfillment of this agreement.
11. Any cost increase to the County occurring as a result of action taken by the United States or Iowa Government which increases the cost of wages, insurance for employees or other benefits shall be borne by the Municipality.

PAYMENT

12. The Municipality agrees to pay the County the sum of not more than _____ per month for the services agreed upon above. Adjustments may be made in the service with appropriate adjustments in the cost of the service, if mutually agreed upon between the parties.
13. In the event the County is unable to perform according to the agreement through no fault of its own, the County shall refund to the Municipality any payment made for the period of non-performance in proportion to the contract price as the time of non-performance is to the contract price.
14. Each party shall allow access to all records, documents and papers necessary for financial auditing of the parties' transactions. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained for a minimum of three years.
15. The County, its officers and employees shall not be deemed to have assumed any liability for intentional or negligent acts of the Municipality or the officers, employees or agents of the Municipality. The Municipality agrees to indemnify, save, hold harmless and defend _____ County, its officials, officers, employees, agents and assigns from and against any and all liability, judgments, suits, claims, demands, actions, proceedings, damages, fines, expenses, losses, injuries to persons and property, awards, costs (including reasonable attorney's fees), and interest arising out of, resulting from or related to incident be, either directly or indirectly, any act, work, duty, use or omissions, performed or to be performed pursuant to this agreement.

PERIOD OF AGREEMENT

16. This agreement shall become effective upon signing by both parties and shall remain in effect for twelve months from the effective date.
17. 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.

18. Either party may terminate this agreement, with or without cause, by providing written notice to the other party not less than sixty (60) days prior to the terminating date.

19. In accordance with Chapter 28E, a copy of this agreement shall be filed with the Secretary of State.

_____ Date: _____
Mayor

City of _____

_____ Date: _____
Chairperson

County Board of Supervisors