

DENNIS CONARD, SHERIFF

FI-1
8/18/09

Michael K. Brown
Chief Deputy Sheriff



Clifford G. Tebbitt
Jail Administrator


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August 3, 2009

Memo To: County Administrator Dee Bruemmer

From: Sheriff Dennis Conard 

REF: School Liaison Position, North Scott Schools

Attached is an intergovernmental agreement with North Scott Community School District for the use of a deputy sheriff as the school liaison officer for the 2009/2010 school year.

This agreement is to support the Eldridge Police Department as they rebuild their force after the recent reorganization.

I will be available to answer any questions the Board may have in regards to this request.



INTERGOVERNMENTAL (28E) AGREEMENT

BETWEEN

NORTH SCOTT COMMUNITY SCHOOL DISTRICT

AND

SCOTT COUNTY BOARD OF SUPERVISORS

This Agreement is made and entered into between the North Scott Community School District and the Scott County Board of supervisors effective as of August 3, 2009.

1. Authority: This agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E and the Code of Iowa.
2. Statement of Purpose: The purpose of this agreement is to establish the assignment of a full time (40 hours per week) Scott County Deputy Sheriff to act as a liaison officer between the North Scott Community School District and the Scott County Sheriff's Office. The Liaison Officer may be assigned to other duties by the Sheriff after the end of the normal school year.
3. Period of Agreement: This agreement shall commence as of August 3, 2009 and continue from fiscal year to fiscal year until such time as either party shall terminate this agreement by providing written notice at least 90 days prior to the end of the then current school year.
4. Legal or Administrative Entity Created: No new legal or administrative entity is created by this Agreement.
5. Manner of Financing: The functions to be performed by the Liaison Officer, under the provisions of this agreement, shall be financed equally by the North Scott Community School District and Scott County. Scott County shall bill North Scott Community School District for its share of such costs.
6. Selection Process: The Deputy who will serve as the liaison between the North Scott Community School District and Scott County Sheriff's Office will be selected from Deputy Sheriffs who have volunteered for the position and who have been interviewed and approved by the School District. A list of approved candidates for the position will be submitted to the Sheriff by North Scott after the interview process. The Sheriff will then make an appointment from the list submitted by the School District.
7. Supervision: The Deputy Sheriff assigned to the Liaison Officer position will be under the supervision and control of the North Scott Community School District for assignment of his/her daily activities with the School District. Daily activity reporting documents will be handled by the School District and the Sheriff's Office jointly. Discipline issues will be handled within the guidelines established by the Scott County Sheriff's Office by the Scott County Sheriff.

However, in the event that the parties mutually determine that the Liaison Officer should be released from the liaison position, the Sheriff shall assign a new Liaison Officer.

8. Compensation: The Liaison Deputy shall be an employee of the Scott County Sheriff's Office. Salaries, benefits, and supplies will be paid by Scott County with reimbursement from the North Scott Community School District as outlined in Section 5.

9. Workers Compensation: Any workers compensation claims filed by the Liaison Officer will be the responsibility of Scott County.

10. Liability: Each party waives all claims against the other party for compensation for damage, loss or the use of any equipment or property and personal injury or death to its employees or agents occurring as a consequence of performance under this agreement.

Each party shall be responsible for all losses, liabilities, costs, expenses, suits, actions, claims, and other obligations and proceedings whatsoever, including without limitation all judgments, attorney fees and other expenses caused by or attributed to its personnel or property while in the performance of this agreement. In the event of any joint liability of the parties, liability of each party shall be determined by comparative fault under Iowa Code Chapter 668.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first written above.

NORTH SCOTT COMMUNITY SCHOOL DISTRICT

By 
President, North Scott Community School Board

SCOTT COUNTY

By _____
Chair, Board of Supervisors

Approved:

By _____
Sheriff, Scott County

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

August 20, 2009

APPROVING AN INTERGOVERNMENTAL (28E) AGREEMENT WITH THE NORTH
SCOTT COMMUNITY SCHOOL CISTRICK FOR THE SCHOOL LAW ENFORCEMENT
LIAISON PROGRAM

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Intergovernmental (28E) agreement between Scott County and the North Scott School District establishes the assignment of a full time (40 hours per week) Scott County Deputy Sheriff to act as liaison officer for the School Year 2009-2010 and continue fiscal year to fiscal year unless either party terminates as described in the agreement.

Section 2. This resolution shall take effect immediately.

