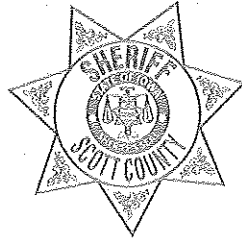


DENNIS CONARD, SHERIFF

FI-2
11-23-10



Michael K. Brown
Chief Deputy Sheriff

Clifford G. Tebbitt
Jail Administrator

EMERGENCY 9-1-1
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DAVENPORT, IOWA 52801-1104

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Date: November 8, 2010

Memo To: Dee Bruemmer

From: Sheriff Dennis Conard 

REF: Law Enforcement Contract

I am in the process of re-negotiating the law enforcement contracts with the Scott County small towns. Attached is the new contract with the City of Donahue. Please note that the only change from the previous contract is that the contract is not renewable on a yearly basis. With the change in the new contract, the contract automatically renews unless a 30 day termination notice is given by either party.

Please feel free to contact me with any questions.

Thanks.

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1st DAY OF November, 2010, BY AND BETWEEN THE County of Scott and the Scott County Sheriff, hereinafter referred to as the "County" and the City of Donahue, hereinafter referred to as the "Municipality", for the period of the above date until which time a thirty (30) day notice of termination from the Municipality is received by the Sheriff.

WITNESSETH

WHEREAS, the Municipality is desirous of entering into a contract with the County, through the office of the County Sheriff, for the performance of the law enforcement functions hereinafter described, within the corporate limits of said Municipality; and

WHEREAS, THE County is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Section 28E.12 of the Iowa Code;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants expressed herein, it is agreed as follows:

1. The County, through its County Sheriff, agrees to provide police protection within the corporate limits of the Municipality to the extent, and in the manner, hereinafter set forth:

A. Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Scott County Sheriff pursuant to state law; and in addition, the Sheriff and his deputies shall, within the Municipality's corporate limits, exercise all the police powers and duties of peace officers as provided by state statutes.

B. The provision of services, the standard of performance, the discipline of deputies, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in and under the control of the Sheriff.

C. Such services shall include the enforcement of the Iowa State Statutes, Scott County Ordinances, and Municipality Code.

2. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the Municipality, its officers, agents, and employees, so as to facilitate the performance of this contract.

3. The County shall furnish and supply all necessary labor, supervision, equipment and communication facilities for dispatching, jail detention, jail detention (including the cost of such detention), and such patrol and other police services as are specified in Paragraph 9 of this contract.

4. The Municipality shall not be liable for the direct payment of any salaries, wages or other compensation to any County personnel performing services pursuant to this contract.

5. The Municipality shall not be liable for the compensation or indemnification of the Sheriff, or any of his employees, for injuries or sickness arising out of their employment hereunder, and the County hereby agrees to hold harmless the Municipality against such claims.

6. The County, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the Municipality, or any officer, agent or employee thereof, and said Municipality agrees to hold harmless, indemnify, and defend the County, its officers, and employees from any and all claims for damages arising therefrom.

7. The Municipality shall hold harmless, indemnify, and defend the County, its officers and employees from any and all claims for damages resulting from the enforcement of any State Statute or County Ordinance arising in connections with the provisions of this agreement, excepting claims arising from alleged personal misconduct or negligence of a Sheriff's deputy or employee. The County shall hold harmless, indemnify and defend the Municipality, its officers, agents and employees from any and all claims for damages resulting from the enforcement of any State Statutes or County Ordinance and arising from alleged personal misconduct or negligence of a Sheriff's deputy or employee.

8. It is understood and agreed by the parties that no deputy, or other employee of the Sheriff, shall be deemed an employee of the Municipality.

9. The County agrees to provide law enforcement protection as follows: for the term of this contract, the Sheriff's Office will provide twenty-four (24) hour call and general services as such services are generally understood by law enforcement officials. The patrol service shall be exercised through the employment of patrol cars, to be supplied, and equipped and maintained by the County, and staffed by Sheriff's deputies. Further, said patrol service will provide those services ordinarily performed by peace officers as provided by state law or county ordinances. The Sheriff may periodically change the times of patrol service in order to enhance the effectiveness of the coverage.

10. This contract shall not alter the responsibility for the prosecution of offenses occurring within the Municipality as is currently provided by law. Likewise, collections and distribution of fine monies shall be controlled in the manner provided by law.

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.

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.

IN WITNESS WHEREOF, the Municipality, City of Donahue, by resolution duly adopted by its governing body, has caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Scott by resolution of the Scott County Board of Supervisors has caused this agreement to be signed by the Scott County Sheriff, the Chairperson of the Scott County Board of Supervisors, and attested by the Scott County Auditor, all on the day and year first written above.

ATTEST:

CITY OF DONAHUE

Christie A. Cup

Clerk

By: [Signature]

Mayor

COUNTY OF SCOTT

By: _____

Chairperson, Scott County Board of Supervisors

By: [Signature]

Scott County Sheriff

ATTEST:

Scott County Auditor

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

November 23, 2010

APPROVAL OF LAW ENFORCEMENT CONTRACT BETWEEN SCOTT COUNTY, THE SCOTT COUNTY SHERIFF'S OFFICE AND THE CITY OF DONAHUE

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

- Section 1. That the Law Enforcement Contract between Scott County, the Scott County Sheriff's Office and the City of Donahue for the performance of the law enforcement functions within the corporate limits of the City of Donahue is hereby approved.
- Section 2. That the chair is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

