

DENNIS CONARD, SHERIFF

Item 10
10-07-14

Major Michael Brown
Chief Deputy Sheriff



EMERGENCY 9-1-1
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September 16, 2014

Memo To: Board of Supervisors

From: Sheriff Conard

A handwritten signature in blue ink, appearing to be "Dennis Conard".

REF: City of Long Grove

Effective October 1, 2014, the City of Long Grove will be disbanding its police department.

I have attached a copy of the 28E Agreement with the Scott County Sheriff's Office, to provide law enforcement services. This is the same 28E Agreement that other cities in Scott County, who do not have police departments, have entered into with the Sheriff's Office.

The City of Long Grove has also requested that the Sheriff's Office provide uniformed deputies to provide patrol services in their city at times to be determined by the City of Long Grove.

This is the same type of agreement that the Sheriff's Office has with the City of Dixon and the Scott Community College District.

I am requesting Board approval to enter into these agreements. Initial talks indicate we are looking at approximately 30 hours a month.

I can be available to answer any questions you may have.

CHAPTER 28E AGREEMENT

City of Long Grove – Scott County Sheriff's Office

THIS AGREEMENT is between the City of Long Grove (hereinafter referred to as "client") and Scott County Sheriff's Office, of 400 W. 4th Street, Davenport, IA (hereinafter referred to as "Contractor") and is expressly authorized under the provisions of Chapter 28E of the Code of Iowa, which allows the parties to contract to provide services to the mutual advantage of such parties.

In consideration of the mutual promises set forth in this contract, it is agreed by and between Client and Contractor, as follows:

SECTION ONE

DESCRIPTION OF WORK

The work to be performed by Contractor includes all services generally performed by Contractor as relating to law enforcement, keeping the peace, maintaining security and providing for public safety, including, but not limited to, the following:

Hours: Contractor will provide an armed uniformed deputy with a car as requested by the City of Long Grove. A calendar of the requested times and dates for patrol will be provided to the Contractor's office by the 15th of the preceding month.

SECTION TWO

PAYMENT

Client will pay Contractor at the rate of Fifty Dollars (\$50.00) per hour for the work to be performed under this contract, with an increase to Fifty-five Dollars (\$55.00) effective July 1, 2015, and Contractor shall provide monthly invoices for the actual hours worked.

SECTION THREE

RELATIONSHIP OF PARTIES

The parties hereby acknowledge and intend that an independent contractor relationship will be created by this agreement. Client is interested only in the results to be achieved, and the conduct and control of the work to be performed shall be the primary responsibility of Contractor. Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Contractor are not entitled to any of the benefits that Client provides for Client's own employees.

SECTION FOUR

LIABILITY

The work to be performed under this agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of any implements, devices or equipment used in the performance of this agreement. Contractor is a self-insured governmental agency, and for the duration of this agreement, Contractor agrees to indemnify and hold Client harmless from any and all liability or loss arising from Contractor's negligence, by its acts or omissions to act, while performing the work under this agreement.

SECTION FIVE

DURATION

Either party may cancel this agreement upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first below written.

Michael Amberg

DENNIS CONARD
Scott County Sheriff

September 9, 2014

DATE

DATE

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

October 9, 2014

APPROVAL OF THE 28E AGREEMENT BETWEEN THE CITY OF LONG GROVE AND
THE SHERIFF'S OFFICE

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

- Section 1. That the 28E Agreement between the City of Long Grove and the Sheriff's Office is hereby approved as presented.
- Section 2. This resolution shall take effect immediately.

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

October 9, 2014

APPROVAL OF THE LAW ENFORCEMENT CONTRACT BETWEEN THE CITY OF
LONG GROVE AND THE SHERIFF'S OFFICE

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

- Section 1. That the Law Enforcement Contract between the City of Long Grove and the Sheriff's Office is hereby approved as presented.
- Section 2. This resolution shall take effect immediately.

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 2014, BY AND BETWEEN THE County of Scott and the Scott County Sheriff, hereinafter referred to as the "County" and the City of Long Grove, hereinafter referred to as the "Municipality".

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.

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. The Municipality shall pay the County at the rate of Fifty Dollars (\$50.00) per hour for the work to be performed under this contract, with an increase to Fifty-five Dollars (\$55.00) per hour effective July 1, 2015, and the County shall provide monthly invoices for the actual hours worked. Thereafter, prior to January 1st of the next year, the County shall inform the Municipality of the hourly rate to be effective on July 1st of that year.

3. 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.

4. 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 10 of this contract.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. The County agrees to provide law enforcement protection as follows:

A. The County will provide an armed uniformed deputy with a car as requested by the City of Long Grove. A calendar of the requested times and dates for patrol will be provided to the Sheriff's Office by the 15th of the preceding month. 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.

B. 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.

11. 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.

12. 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.

13. 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.

14. This agreement shall take effect upon the date of signature. Either party may cancel this agreement upon thirty (30) days prior notice.

IN WITNESS WHEREOF, the Municipality, City of Long Grove, 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 LONG GROVE

By: _____

Clerk

Mayor

COUNTY OF SCOTT

By: _____

Chairperson, Scott County Board of Supervisors

By: _____

Scott County Sheriff

ATTEST:

Scott County Auditor

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 2014, BY AND BETWEEN THE County of Scott and the Scott County Sheriff, hereinafter referred to as the "County" and the City of Long Grove, hereinafter referred to as the "Municipality".

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.

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. The Municipality shall pay the County at the rate of Fifty Dollars (\$50.00) per hour for the work to be performed under this contract, with an increase to Fifty-five Dollars (\$55.00) per hour effective July 1, 2015, and the County shall provide monthly invoices for the actual hours worked. Thereafter, prior to January 1st of the next year, the County shall inform the Municipality of the hourly rate to be effective on July 1st of that year.
3. 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.
4. 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 10 of this contract.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. The County agrees to provide law enforcement protection as follows:

A. The County will provide an armed uniformed deputy with a car as requested by the City of Long Grove. A calendar of the requested times and dates for patrol will be provided to the Sheriff's Office by the 15th of the preceding month. 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.

B. 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.

11. 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.

12. 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.

13. 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.

14. This agreement shall take effect upon the date of signature. Either party may cancel this agreement upon thirty (30) days prior notice.

IN WITNESS WHEREOF, the Municipality, City of Long Grove, 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 LONG GROVE

By: _____

Clerk

Mayor

COUNTY OF SCOTT

By: _____

Chairperson, Scott County Board of Supervisors

By: _____

Scott County Sheriff

ATTEST:

Scott County Auditor