

TIM LANE
Scott County Sheriff

Item #6
4/2/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

March 26, 2019

Memo To: Board of Supervisors
From: Major Shawn Roth
REF: **Scott Community College 28E Agreement**

We were approached by the president of Scott Community College with the request of adding a full time deputy to their Belmont campus. We have met with SCC and they envision the position similar to that of our current positions at Pleasant Valley High School and Jr High. The attachment is a draft agreement between SCC and the board of supervisors. The cost of the deputy, to include salary, benefits, vehicle, etc. will be covered by the college as outlined in the agreement. The language in this agreement is very similar to the language from our agreement with the high school. They also requested to fill the remaining hours of their day with an off duty deputy the same way we are currently doing it. The one thing they did want to have included in the agreement, but is not currently on it, is a clause that would allow either the county or SCC to give notice to terminate the agreement if either saw fit to do so. They recommended a three to six month notice if either side were to opt out of the agreement. I have included Rob Cusack in this as well to get his legal opinion. If you have any questions or concerns please let me know.

We would like to be added to the agenda for the upcoming board meeting to address this request.

DRAFT DRAFT DRAFT DRAFT DRAFT

INTERGOVERNMENTAL (28E) AGREEMENT

BETWEEN

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

AND

THE SCOTT COUNTY BOARD OF SUPERVISORS

This Agreement is made and entered into between the Eastern Iowa Community College District and the Scott County Board of Supervisors.

1. Authority: This agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E and the Code of Iowa (1999).

2. Statement of Purpose: The purpose of the agreement is to establish the assignment of a full-time (40 hours per week) Scott County Deputy Sheriff to act as a Liaison Deputy between the Eastern Iowa Community College District, Scott Community College Belmont Campus and the Scott County Sheriff's Department.

3. Period of Agreement: This agreement shall commence as of July 1, 2019 and continue for three (3) years, concluding on June 30, 2022.

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 Scott County, under the provisions of this agreement, are to be financed as follows:

Eastern Iowa Community College District is responsible for up to \$120,000 annually, including:

- Salary and benefits of the Liaison Deputy's position
- Patrol vehicle, firearm, radio, and other required equipment

Scott County Sheriff's Department will be responsible for:

- Fuel and mileage expense related to patrol vehicle
- Any expenses above the \$120,000 covered by Eastern Iowa Community College District

6. Selection Process: The Deputy who will serve as the liaison between the Eastern Iowa Community College District and the Scott County Sheriff's Office will be selected by a committee with equal representation from the the Eastern Iowa Community College District and the Scott County Sheriff's Office. The same Deputy shall be assigned to Scott Community College for the duration of this agreement.

7. Supervision: The Deputy assigned to the Liaison position will be under the supervision and control of the Eastern Iowa Community College District for assignment of his/her daily activities with the College District. Activity reporting documents will be developed by the College 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. In the event that the parties mutually determine that the Liaison Deputy should be released from the Liaison assignment, however, the Sheriff shall assign a new Liaison Deputy.

8. Compensation: The Liaison Deputy shall be an employee of the Scott County Sheriff's Department. Salaries, benefits, start-up costs, and supplies will be paid by Scott County with reimbursement from Eastern Iowa Community College District as outlined in section 5.

9. Workers Compensation: Any workers compensation claims filed by the Liaison Deputy 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 equipment while in the performance of this agreement. In the event of any joint liability of the parties, the determination of comparative fault shall be governed by Chapter 668 of the 1999 Code of Iowa.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the _____ day of _____, 2019.

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By _____
President, Eastern Iowa Community College Board

ATTEST _____

SCOTT COUNTY

By _____
Chair, Board of Supervisors

ATTEST _____

By _____
Sheriff, Scott County

ATTEST _____

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

April 4, 2018

APPROVAL OF THE AGREEMENT WITH EASTERN IOWA COMMUNITY COLLEGE FOR THE FUNDING OF A DEPUTY AND THE ACCOMPANYING TABLE OF ORGANIZATION CHANGE FOR SHERIFF'S OFFICE

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

Section 1. That the Board approves the security agreement with Eastern Iowa Community College.

Section 2. That the table of organization for the Sheriff's Office be increased by 1.0 FTE Deputy (total 31.0 FTE). A Deputy is to serve the 28E for security with Eastern Iowa Community College.

Section 3. This resolution shall take effect immediately.