

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.

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 Office.

3. Period of Agreement: This agreement shall commence as of July 1, 2019 and continue for three (3) years, concluding on June 30, 2022. This agreement remains in full force and effect until such time as either of the Parties withdraws by delivering written notification six (6) months prior to withdrawal.

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 Office 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 Office. 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. Indemnification: Each party hereto shall indemnify, defend, protect, hold harmless and release the other, their officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.

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 _____