

TIM LANE
Scott County Sheriff

Item 06
07/19/2022

SHAWN ROTH Chief
Deputy Sheriff



400 West 4th Street
Davenport, Iowa 52801-1104

BRYCE SCHMIDT
Chief Deputy Sheriff

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

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

July 19, 2022

Memo To: Board of Supervisors

From: Major Shawn Roth

REF: **Scott Community College 28E Agreement**

The current, three (3) year 28E Agreement with Scott Community College for a resource officer expired on June 30, 2022. Scott Community College has asked to renew this 28E Agreement. The cost of the deputy, to include salary, benefits, vehicle, etc. will continue to be covered by the college as outlined in the agreement.

If you have any questions or concerns, please let me know.

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 the 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, 2022, and continue for three (3) years, concluding on June 30, 2025. This agreement remains in full 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 Sheriff's Office, 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 for 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 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 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. Worker's 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 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 21st day of July 2022.

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

SCOTT COUNTY

X

X

President, EICC Board

Chair, Board of Supervisors

X

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

July 21, 2022

APPROVAL OF THE 28E AGREEMENT BETWEEN SCOTT COMMUNITY COLLEGE
AND THE SHERIFF'S OFFICE

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

- Section 1. That the 28E Agreement Scott Community College and the Sheriff's Office is hereby approved as presented.
- Section 2. This resolution shall take effect immediately.