

AGENDA
Montgomery County Board of Supervisors
Courthouse Supervisor's Meeting Room
Regular Meeting, Tuesday, November 28, 2017, 8:30 a.m.
Tentative Agenda

1. Call meeting to order
2. Roll call of members
3. Approval of Agenda – Order at discretion of Chairman
4. Read minutes as presented. Chairman to call for any additions/corrections to said minutes
5. Board chairman will ask the audience for any comments, limited to two minutes per person.
6. Supervisors: Weekly committee/assignment updates
7. Secondary Roads Update
8. Maintenance Report
9. New Business:
 - a. Compensation Board member vacancy and action as necessary
 - b. Draw lots to determine the person who received the next highest number of votes if the County has received any resignations from write-in winners at the November 7, 2017 City Election
 - c. Approve 28E Law Enforcement Contract between Montgomery County and the City of Villisca
 - d. Request to abate collection of special tax assessments on parcel #600628326010000 and #600628326011000, Red Oak City owned parcels
10. Discuss and start agenda items for next meeting
11. Announcements – The next regular meeting is scheduled for Tuesday, December 5, 2017
12. Adjournment

Prepared by: Montgomery County Sheriff, Joseph Sampson, 101 W Coolbaugh, Red Oak, Iowa
51566, 712-623-2393

Return to: Montgomery County Auditor, 105 E Coolbaugh Street, Red Oak Iowa 51566

Montgomery County and the City of Villisca

28E Law Enforcement Contract

**MONTGOMERY COUNTY AND THE CITY OF VILLISCA
28E LAW ENFORCEMENT CONTRACT**

THIS 28E LAW ENFORCEMENT CONTRACT is made pursuant to Chapter 28E of the Iowa Code. It shall be known as the "Montgomery County and the City of Villisca 28E Law Enforcement Contract" and shall be adopted by the Montgomery County and the City of Villisca by resolution of this Agreement.

Recitals

WHEREAS the following law enforcement agencies wish to enter into the cooperative law enforcement agreement: Montgomery County Sheriff's Office (hereinafter referred to as "MCSO") and the City of Villisca (hereinafter referred to as "Villisca").

WHEREAS the MCSO and Villisca wish to enter into this Agreement for the purpose of providing law enforcement services to Villisca on a perpetual basis.

WHEREAS the MCSO and Villisca wish to perform whatever law enforcement services are necessary as part of the 28E Law Enforcement Contract to enforce the laws of the State of Iowa.

WHEREAS no new or separate law enforcement entity or agency is created by the Agreement.

WHEREAS this is a contract for law enforcement services between the MCSO and Villisca, but does not create a unified law enforcement district as provided in the Iowa Code Sections 28E.21 through 28E.30.

THEREFORE BE IT RESOLVED that the MCSO and Villisca mutually agree as follows:

- 1. DURATION.** The duration of this Agreement shall be five (5) years from the starting date of December 1, 2017 to November 30, 2022.
- 2. PURPOSE.** The purpose of said Agreement is for the MCSO to contract with Villisca and to provide law enforcement services to the City of Villisca without creating a unified law enforcement district.
- 3. AUTHORIZATION.** The MCSO shall be authorized to provide full law enforcement aid and services to Villisca for the purpose of effectuating this Agreement. For the purpose of this Agreement, this shall mean the enforcement of any State of Iowa code violations including investigation, charging, all necessary paperwork and related duties to law enforcement and Villisca's criminal code violations. Both parties agree that all of Villisca's municipal code infractions, including, but not limited to, all nuisance abatements, animal complaints or incidents shall be the responsibility of and enforced by Villisca. Further, the MCSO will not pick up or transport any animals at large for Villisca.

As part of the enforcement of Villisca's criminal code enforcement, the MCSO shall be responsible for any in-court witness appearances, depositions, and testimony for the officer's only for any State of Iowa code violations. The compensation in paragraph nine (9) of this Agreement shall cover any such duties.

Villisca shall be financially responsible for securing and obtaining the presence of any other witnesses for any of its city code violations. The MCSO agrees to provide any other assistance to Villisca residents that may be reasonable and necessary for the safety and protection of Villisca, including, but not limited to, responding to any complaints, conducting building checks and assisting Villisca with such public events as its annual Heritage Days.

4. LAW ENFORCEMENT PATROL AND COVERAGE. In exchange for the compensation as agreed upon herein, the MCSO agrees to provide a minimum of forty (40) hours of law enforcement patrol and coverage per week for Villisca. Both parties understand and agree that no specific patrol schedules will be required, but the MCSO shall document any and all patrol coverage and agrees to provide a monthly report or lot sheet to Villisca at any time upon its request. The MCSO agrees to provide a K-9 unit upon request by Villisca when deemed necessary. Villisca agrees to provide the MCSO access to City Hall for the purpose of carrying out any necessary administrative duties, interviews, interrogations, etc.

5. EQUIPMENT AND VEHICLES. Both parties agree that Villisca shall provide the MCSO new Dodge Charger or similar model sedan as the primary vehicle to be used by the MCSO while carrying out any necessary patrol and coverage duties as described in this agreement. Villisca shall provide the MCSO authorization to negotiate the purchase of a new law enforcement patrol vehicle to be used by the MCSO every five (5) years unless said vehicle becomes either: (1) unable to be repaired or; (2) exceeds its mechanical limits.

Villisca shall hold title to the vehicle purchased by the MCSO as part of this agreement. The MCSO will apply the trade-in value or sale proceeds of the old patrol vehicle to the purchase price of the new patrol vehicle, reducing the contribution required by Villisca. In other words, the trade-in value or sale proceeds of the old vehicle will be subtracted from the \$25,000.00 owed by Villisca to the MCSO for a new vehicle. The MCSO and/or Montgomery County agree to provide the insurance for any vehicles owned by Villisca and used pursuant to this agreement.

Both parties understand and agree that as part of the patrol and coverage necessary to carry out the terms of this agreement requires that the MCSO shall be entitled to operate Villisca's patrol vehicle outside the city limits as deemed necessary by the MCSO and its patrol officers.

The MCSO agrees to take care of any necessary routine maintenance and upkeep of Villisca's patrol vehicle, including such matters as tire rotations, oil changes, etc., and that no additional compensation shall be required by Villisca other than the compensation as set forth in paragraph nine (9) of this agreement.

6. ORGANIZATION. No separate legal or administrative entity is created by this agreement. The MCSO and Villisca shall be the joint board responsibility for administering the joint or cooperative undertaking. All personal property shall be paid for as delineated in this agreement. No real property shall be acquired, held or disposed of by the MCSO or Villisca.

7. ADDITIONAL PROVISIONS AND ADMINISTRATION. Because no separate legal or administrative entity was created by this Agreement, a Joint Board consisting of the Montgomery County Sheriff and Mayor of Villisca who shall both be responsible for the joint administration of this Agreement.

Further, the MCSO and Villisca agree that any law enforcement property or equipment held or purchased by the MCSO during this Agreement shall remain the property of the MCSO during and following the termination of this agreement.

8. MEETINGS. No regular scheduled meetings are anticipated as a result of this Agreement between the MCSO and Villisca. However, should any meetings occur for the purpose of discussing any administration of this Agreement, said meetings shall be held pursuant to Iowa Code Chapter 21 – Open Meetings and shall be held as part of Villisca's regularly scheduled monthly city council meetings and in accordance with all publication requirements pursuant to the laws of the State of Iowa.

9. COMPENSATION. While participating in this Agreement, Villisca agrees to pay the MCSO Eighty Thousand One-Hundred and Seventy Dollars (\$80,170.00) each fiscal year, payable in two (2) equal installments, on or before May 31st and on or about November 30th of each year, for a period of five (5) years with said payments being made through the Montgomery County Auditor.

Both parties agree that the compensation as set forth herein has any anticipated increases in expenses built into said amount. However, this compensation amount may vary from year to year. Therefore, both parties agree that the Joint Board will meet annually and present the next year's anticipated annual compensation expenses so that Villisca and the MCSO may take any necessary further action to continue the intent of this agreement.

Compensation shall be paid to the MCSO for the first year shall be as follows:

Salary	\$51,544.00
Insurance	\$14,771.00
Medicare/FICA	\$ 4,031.00
IPERS	\$ 1,360.00
Unemployment	\$ 214.00
Uniform/Equip	\$ 1,000.00
Fuel	\$ 3,500.00
Vehicle Maint.	\$ 2,500.00
Radio/Misc. Equip	\$ 750.00
Vehicle Service	\$ 500.00
<u>Total:</u>	<u>\$80,170.00</u>

If at any time Villisca requests an itemized breakdown of any expenditures the MCSO shall provide the same to Villisca at its requires.

In addition to the compensation as stated herein, the MCSO and/or Montgomery County agrees to pay any worker's compensation that may occur as a result of any officer's actions in providing law enforcement services to Villisca.

10. LIABILITY. Pursuant to Iowa Code Section 28E.7, nothing in this agreement shall relieve either public agency of any obligation or responsibility imposed upon it by law except as provided in this section.

11. RENEWAL, TERMINATION AND OPT-OUT. This Agreement shall terminate on December 1, 2022, unless the MCSO and Villisca renew said agreement by said date. This contract shall be reviewed by the above named Joint Board on an annual basis. Should either party be determined at that time to have failed to perform the terms of this agreement, the aggrieved party may terminate this contract upon sixty (60) days written notice to the other party. If the default or failure to perform is corrected within the sixty (60) day notice period, the aggrieved party shall not terminate this agreement.

Subject to the paragraph above, both parties agree that neither the MCSO nor Villisca can terminate or opt-out of this agreement except by the consent and approval of the other party.

12. EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective between the governmental agencies stated herein upon the passage and execution of the governing body of each governmental agency, which is a party to this Agreement. The Clerk or Auditor of each member shall furnish the other member agencies copies of the resolution approving the Agreement and authorizing execution and a signed copy of the Agreement shall be furnished to each party to this Agreement.

13. OBLIGATIONS NOT EXCUSES. Nothing in this Agreement made pursuant to Chapter 28E shall relieve either agency of any obligation or responsibility imposed upon it by law except any of the agreed upon responsibilities as delineated in the Agreement.

14. FILING AND RECORDING. Pursuant to Section 28E.8 of the Iowa Code, before entry into force, this Agreement made pursuant to Chapter 28E shall be filed with the Secretary of State of Iowa and the Montgomery County Recorder's Office.

Dated this ____ day of _____, 2017

MONTGOMERY COUNTY SHERIFF'S OFFICE

Joe Sampson, Montgomery County Sheriff

Date: _____

MONTGOMERY COUNTY

Bryant Amos
Chairman, Montgomery County Board of Supervisors

Date: _____

ATTEST: Stephanie Burke
Stephanie Burke, Montgomery County Auditor

Date: _____

CITY OF VILLISCA

Marilyn Halda, Mayor, City of Villisca

Date: _____

ATTEST: _____
Natasha Salway, City Clerk, City of Villisca

Date: _____