



Paul D. Pate  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED 15  
02/09/16

M508945

3/29/2016 10:08:07 AM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Woodbury County, Iowa	County	Woodbury
Party 2	City of Correctionville, Iowa	City	Woodbury
Party 3			
Party 4			
Party 5			

\*Enter "Other" if not in Iowa

Item 2. The type of Public Service included in this agreement is: 110 Police Protection  
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*  
 Provide police protection within the corporate city limits of Correctionville, Iowa.

PATRICK F. GILL  
 WOODBURY COUNTY  
 AUDITOR & RECORDER &  
 COMM. OF ELECTIONS  
 2016 MAR 29 PM 1 46

Item 4. The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO  
 YES Filing # of the agreement: \_\_\_\_\_

(Use the filing number of the most recent version filed for this agreement)  
 The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Wieck FIRST Name Todd  
 Title Major Department Major  
 Email twieck@woodburycountyiowa.gov Phone 712-279-6010

28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA AND THE CITY OF CORRECTIONVILLE, IOWA FOR THE PROVISIONS OF LAW ENFORCEMENT SERVICES

This Contract is made and entered into this March 1, 2016, by and between the County of Woodbury, hereinafter referred to as "County," and the City of Correctionville, Iowa, herein referred to as "Municipality."

The Municipality desires to contract for Law Enforcement Services with the County. The County is agreeable to rendering such services on terms and conditions hereinafter set forth.

In consideration of the mutual promises contained herein, it is agreed as follows:

The County agrees through the Sheriff of the County to provide police protection within in the corporate limits of the Municipality, which services shall encompass the duties and functions of the type customarily rendered by professional law enforcement officers including the enforcement of State Statutes and Municipal Ordinances, all criminal investigations and patrol coverage of the Municipality at intermittent intervals. The Sheriff's Office will attempt to supply five (5) hours of law enforcement services per calendar month.

It is agreed that the Municipality will share the services of the Woodbury County Sheriff's Office with other Municipalities in Woodbury County. Deputies shall, when applicable, file charges under Municipal Ordinances, but if the town has no ordinance, then the deputy may file under the applicable State Statute. When a charge is filed under a Municipal Ordinance, the deputy will appear to testify as a witness at the hourly rate agreed to in this contract and the Municipality will provide legal counsel for prosecution of Municipal Ordinances. The Municipality agrees to pay any and all incidental fees, such as, but not limited to, towing bills and dog transportation and kenneling charges, incurred in the normal course of law enforcement activities. It is understood that the Sheriff does not have means by which to hold or transport animals.

The Sheriff or his designee shall meet with designated representatives of the Municipality to review the logs and work of the Sheriff's Deputies in the Municipality. The Sheriff's Office shall make reports to the designated representative of the council, which reports shall include a summary of the enforcement activity conducted by the Sheriff's Office within the Municipality, summary of the reported criminal activity within the Municipality and the interim reports on other matters not considered routine criminal activities. Any complaints, requests, questions about or discretionary police matters shall be directed to the Sheriff. Services provided shall be administered and supervised by the Woodbury County Sheriff.

The number of hours may be increased or decreased, with adjustments being made for the cost of said service by mutual agreement of the parties.

The discipline of deputies, matters of performance of services and of personnel so employed, shall remain with the Sheriff.

To facilitate the performance of said functions it is hereby agreed that the County shall have full cooperation and assistance from the Municipality, its officers, agents and employees. The County agrees to supply a car, equipment, radio, and the deputy's equipment during the period of this agreement. During the course of this agreement and upon termination of this agreement, all equipment, cars, radios and deputy equipment shall remain property of the Woodbury County Sheriff.

The Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any County personnel performing services herein for said Municipality or any liability other than provided for under the contract. County personnel performing the services rendered pursuant to this agreement shall remain the employees of the County and shall not be considered employees of the Municipality. The County shall maintain worker's compensation insurance as required by law.

Woodbury County, its officers and employees, shall not be deemed to assume any liability for the intentional or negligent acts of said Municipality or officers or employees, thereof, and said Municipality shall defend, indemnify and hold harmless Woodbury County and its officers and employees against any claim for damages resulting there from.

The Municipality shall not be responsible for any act, injury, or damage arising out of the performance of this contract by Woodbury County and it case claim is made by any third party, the County shall defend, indemnify and hold harmless the Municipality.

Payment for hours of service described in said contract: The Municipality agrees to pay the County on a quarterly basis the sum of \$35.00 per hour for the hours of service performed at the request of the designated representative of the Municipality, up to a maximum of zero (0) hours per month. All checks shall be made payable to Woodbury County, Iowa, and delivered to the Woodbury County Sheriff.

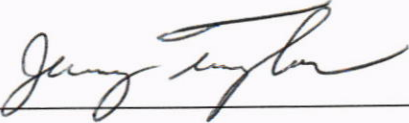
This contract shall become effective on March 1, 2016 and shall run for a period of twelve (12) months. At the end of the initial twelve (12) month term, the contract shall automatically renew for successive twelve (12) month periods unless written notice of termination is given by either party sixty (60) days prior to the expiration of a term. Either party may also request changes to the contract at the end of a contract term by giving written notice sixty (60) days prior to the end of a contract term. If either party gives notice of proposed changes to this agreement as provided above, this agreement will not be renewed unless the parties reach a mutual agreement concerning the proposed changes. This contract shall be construed in accordance with the laws of the state of Iowa.

This document contains the parties' entire agreement. Any modifications shall be in writing, signed by the parties and ratified by the respective governing bodies in accordance with the requirements of Iowa law. This contract will not become effective until each of the parties' governing bodies has formally ratified it. Either party may terminate this contract by providing sixty days written notice to the other. In the event of termination the Municipality shall continue to make payments hereunder until the effective date of the termination.

County and Municipality certifies that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

Woodbury County, Iowa

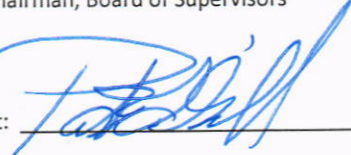
City of Correctionville, Iowa

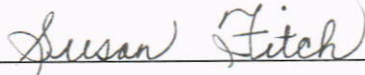
By:  \_\_\_\_\_

By:  \_\_\_\_\_

Chairman, Board of Supervisors

Mayor, City of Correctionville, Iowa

Attest:  \_\_\_\_\_

Attest:  \_\_\_\_\_

Woodbury County Auditor

City Clerk, Correctionville, Iowa

By:  \_\_\_\_\_

Woodbury County Sheriff

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The County agrees through the Sheriff of the County to provide police protection within in the corporate limits of the Municipality, which services shall encompass the duties and functions of the type customarily rendered by professional law enforcement officers including the enforcement of State Statutes and Municipal Ordinances, all criminal investigations and patrol coverage of the Municipality at intermittent intervals. The Sheriff's Office will attempt to supply five (5) hours of law enforcement services per calendar month.

It is agreed that the Municipality will share the services of the Woodbury County Sheriff's Office with other Municipalities in Woodbury County. Deputies shall, when applicable, file charges under Municipal Ordinances, but if the town has no ordinance, then the deputy may file under the applicable State Statute. When a charge is filed under a Municipal Ordinance, the deputy will appear to testify as a witness at the hourly rate agreed to in this contract and the Municipality will provide legal counsel for prosecution of Municipal Ordinances. The Municipality agrees to pay any and all incidental fees, such as, but not limited to, towing bills and dog transportation and kenneling charges, incurred in the normal course of law enforcement activities. It is understood that the Sheriff does not have means by which to hold or transport animals.

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The number of hours may be increased or decreased, with adjustments being made for the cost of said service by mutual agreement of the parties.

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The Municipality shall not be responsible for any act, injury, or damage arising out of the performance of this contract by Woodbury County and it case claim is made by any third party, the County shall defend, indemnify and hold harmless the Municipality.

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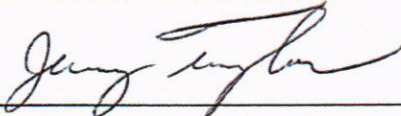
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County and Municipality certifies that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

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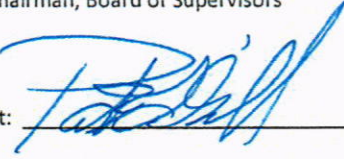
City of Correctionville, Iowa

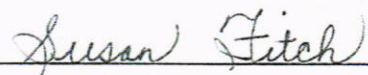
By: 

By: 

Chairman, Board of Supervisors

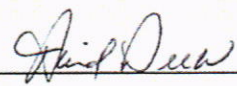
Mayor, City of Correctionville, Iowa

Attest: 

Attest: 

Woodbury County Auditor

City Clerk, Correctionville, Iowa

By: 

Woodbury County Sheriff