



*Matt Schultz*  
*Secretary of State*  
*State of Iowa*

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M506093

6/4/2013 3:05:08 PM

**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 | City of Hornick                  | City              | Woodbury |
| Party 2 | Woodbury County Sheriff's Office | County            | 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)*  
 Police Protection

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires 5/6/2014  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: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/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@sioux-city.org Phone 712-279-6010

9-1887

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

This Contract is made and entered into this May 6, 2013, by and between the County of Woodbury hereinafter referred to as "County" and the City of Hornick, Iowa, hereinafter 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 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 XXX hours of law enforcement services per 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 a under the applicable State Statue. 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 monthly with designated representatives of the Municipality to review the logs and work of Sheriff's Deputies in the Municipality. The Sheriff's Office shall make monthly 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 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 workers compensation insurance as required by law.

Woodbury County, its officers and employees, shall not be deemed to assume any liability for 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 in 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 quarterly basis the sum of \$35.00 per hour for the hours of service performed up to a maximum of XX hours per month. All checks shall be made payable to Woodbury County, Iowa, and delivered to the Woodbury County Sheriff.

It is contemplated that this contract shall become effective on May 10, 2013 and shall run a period of 12 months with the option of being renewable for successive periods not to exceed twelve months. The Municipality shall notify the Woodbury County Sheriff sixty days prior to the expiration of said contract in writing that it wishes to renew the same contract, make changes to the contract or discontinue said contract. County may also discontinue or request changes to the contract at the end of a contract term by giving written notice to Municipality sixty 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 certify that the foregoing Agreement was duly adopted by their respective bodies in accordance with Iowa law:

Woodbury County, Iowa

By: [Signature]  
Chairman, Board of Supervisors

Attest: [Signature]  
County Auditor

City of Hornick, Iowa

By: [Signature]  
Mayor

Attest: [Signature]  
City Clerk

By: \_\_\_\_\_  
Woodbury County Sheriff

Resolution No. 2013-07

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN WOODBURY COUNTY, IOWA, AND THE CITY OF Hornick, IOWA FOR PROVISION OF LAW ENFORCEMENT SERVICES

WHEREAS, the City of Hornick, Iowa and Woodbury County, Iowa desire to enter in an Agreement, in compliance with and as authorized by the Code of Iowa, Chapter 28E, for the purpose of providing law enforcement services; and

WHEREAS, the parties have prepared a 28E Agreement relating to said purpose, a copy of which is attached hereto and by this reference made a part hereof, which will establish and set forth the powers, duties, responsibilities, and obligations of each party to the 28E Agreement; and

WHEREAS, the agreement does not create a separate legal entity or a unified law enforcement district; and

WHEREAS, said 28E Agreement should be approved as to form and content and the Mayor and City Clerk authorized and directed to execute said 28E Agreement for and on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Hornick IOWA that the 28E Agreement for provision of law enforcement services, referred to in the preamble herein, be and the same is hereby approved as to form and content and the Mayor and the City Clerk be and they are hereby authorized and directed to execute the same for and on behalf of the City.

PASSED AND APPROVED: May 6, 2013

[Signature]  
Mayor

ATTEST: [Signature]  
City Clerk