

## LAW ENFORCEMENT AGREEMENT

This Agreement is entered into by and between Clarke County, Iowa (hereafter referred to as "County") and the City of Murray, Iowa (hereafter referred to as "City") and the Clarke County, Iowa Sheriff (hereafter referred to as "Sheriff").

The purpose of the Agreement is to establish a joint exercise of government powers, as provided in Chapter 28E of the code of Iowa, in which the County will furnish law enforcement services for the City in order to ensure the City's compliance with Iowa law.

No separate legal or administrative entity shall exist by virtue of this contract and Agreement. The Sheriff is hereby designated as the administration of this joint Agreement for the County.

The duration of this Agreement shall be for a period of one (1) year commencing at 12:01 a.m. on the 1<sup>st</sup> day of January, 2022 and continue through the 31<sup>st</sup> day of December, 2022.

In consideration of the services by the County, the City agrees to pay the County \$36,000.00 in employing a law enforcement officer pursuant to this Agreement. "Expenses" shall include all expenses for the law enforcement officer arising from salary, benefits, and workers' compensation coverage.

The County agrees to perform the following as responsibilities of the county to the city:

- (1) Provide law enforcement services for the City in a conscientious and good faith effort to effectively enforce the laws of the City, County, State and Federal governments and to maintain peace and order within the City.
- (2) Provide for the administration, communication, education, training, employee resources and supervision of the assigned enforcement officers by the Sheriff.
- (3) Provide personnel equipment, insurance and maintenance of equipment, supplies and operational expenses of the assigned enforcement officers necessary to accomplish the terms of this Agreement.

The City agrees to provide the following:

- (1) To provide an office or office space to be used (when needed) by the enforcement officers in the exercise of their duties under this Agreement.
- (2) To transfer the ownership of any related equipment that the County may be able to use in the enforcement of services, with the exception of the automobile.

It is in Agreement with all parties:

- (1) The sheriff shall determine which officer shall perform the duties in any given area and the time manner in which the duties shall be performed.


- (2) No joint acquisition or ownership of property will be required in this Agreement: all property owned and purchased by the County, both real and personal, under the control of the Sheriff may be utilized at the discretion of the Sheriff in carrying out his official statutory duties contemplated in this Agreement. All property owned or purchased by the County, both real and personal, under the control of the Sheriff for use provided by this Agreement shall remain the property of the County.
- (3) The initial term of this Agreement shall be for a period extending from the date of hiring such Deputy Sheriff to the last day of the first fiscal year ending after the third (3) anniversary of the hiring. This Agreement will renew automatically this Agreement may withdraw from participation therein effective July 1 of any year, provided, however, that the party seeking to withdraw shall give a written notice not later than December 31, preceding the effective date of such withdrawal.
- (4) Notice to any parties shall be given by delivery or mailing the same to the City Clerk in the case of the City, the County Auditor in the case of the County and, in the case of the Sheriff, to the office of the Sheriff.
- (5) Please be advised that if the Clarke County Sheriff's office has a deputy on vacation or is short-handed, they will not be able to maintain a 100-hour per month minimum.

THIS AGREEMENT APPROVED this 14 day of February 2022 by the Board of Supervisors, Clarke County, Iowa

  
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DEAN ROBBINS  
Chairman Board of Supervisors

Attest: Jeanice M. White  
JAN WHITE, Auditor

THIS AGREEMENT APPROVED THIS 7<sup>th</sup> day of February ~~2022~~ by the City Council of Murray, Clarke County, Iowa

  
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PAT COLLINS  
Mayor, Murray, Iowa