



Matt Schultz
 Secretary of State
 State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

06/11/13

FILED

M506139

6/13/2013 10:12:52 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 | City of Smithland | 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 services.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires 6/6/2014 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.

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

9-1893

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

This Contract is made and entered into this 6-6-, 2013, by and between the County of Woodbury hereinafter referred to as "County" and the City of Smithland, 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 Statues 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.