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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Agreement for General Law Enforcement Services

Preparer information: *Travis Hemesath, Delaware County Sheriff, 1225 W Howard St, Manchester, IA 52057 563-927-3135*

Taxpayer information: *(name & complete address) N/A*

Return Document to: *Travis Hemesath, Delaware County Sheriff, 1225 W Howard St, Manchester, IA 52057*

Grantors:

Delaware County Sheriff

Grantees:

City of Colesburg

Legal Description is located on page: N/A

Document or instrument number of previously recorded documents: N/A



DELAWARE COUNTY SHERIFF

TRAVIS HEMESATH

1225 W. Howard St.
Manchester, Iowa 52057
Office: (563) 927-3135
Fax: (563) 927-1027

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICES

THIS AGREEMENT is entered into this 2nd day of February, ²⁰²⁶~~2025~~, by and between Delaware County, Iowa, hereinafter referred to as the "County," and the City of Colesburg, Iowa, hereinafter referred to as the "City."

1. STATEMENT OF AGREEMENT

The County through the Office of the Delaware County Sheriff's Office, agrees to provide General Law Enforcement Services to the City and the City agrees to engage the County through its Sheriff's Office to provide such service in accordance with and subject to the terms of this agreement.

2. LEGAL BASIS

This Agreement is authorized by the provisions of Chapter 28E, Code of Iowa.

3. GENERAL LAW ENFORCEMENT SERVICES

General Law Enforcement Services consist of irregular and random or "as needed" patrol, investigation, as well as all auxiliary and technical services provided by the Sheriff's Office in support of patrol and investigation. All references to General Law Enforcement Services contained in this agreement are references only to services that shall be delivered under the terms of this agreement.

4. DELIVERY OF SERVICES

4.1 **Service Area.** The Sheriff's Office shall provide General Law Enforcement services within the corporate limits of the City.

4.2 **Enforcement Responsibilities.** The Sheriff shall enforce State statutes only and shall not enforce any local ordinances. The Sheriff shall perform such responsibilities consistent within the provisions of the Code of Iowa, including, but not necessarily limited to, the enforcement of state law. The Sheriff shall deliver various hours of general law enforcement services in addition to law enforcement services now delivered to City as provided by law.

4.3 **Service Management.** The planning, organization, scheduling, direction, and supervision of the Sheriff's Office personnel and all other matters incident to the delivery of General Law



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Enforcement Services to the City shall be determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel under the terms of this agreement.

4.4 Responsiveness. The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of General Law Enforcement Services. The Sheriff shall make every effort to comply with these requests if they are consistent with good law enforcement practices.

4.5 Dispute Resolution. Any conflict between the parties regarding the extent or manner of performance of the General Law Enforcement Services to the City shall be resolved by the Sheriff, whose decision shall be final and conclusive.

4.6 Communications. The Sheriff shall provide all emergency and regular radio and telephone communications in regard to public safety for the City.

4.7 City Ordinances. The City shall be responsible for enforcing all violations of City Ordinances, including any potential snow parking ordinance violations and any potential ordinances relating to dogs that are not analogous to State statutes. The Sheriff shall investigate complaints related to dogs and dangerous animals running at large that are related to Iowa Code Chapter 351 (Dogs and Other Animals). The City may request the investigative report from the Sheriff for their review. The City will have the final decision and be responsible for issuing an ordinance violation.

5. RESOURCES

Except as otherwise stipulated, the County shall furnish all labor, equipment, personnel, facilities and supplies required to provide General Law Enforcement Services to the City for the County's law enforcement personnel.

6. LIABILITY

6.1 County. The County shall assume liability for, defend against, secure and hold harmless, the City from all costs and damages for injury to person or property caused by the County or its employees.



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6.2 **City.** The City shall assume liability for, defend against, secure, and hold harmless the County from all costs or damages for injury to person or property caused by the City or its employees.

7. **PERSONNEL**

7.1 **Employee Status.** All persons employed by the Sheriff in providing General Law Enforcement Services to the City shall be County officers or employees, and they shall not have any benefit, status or right of City employment. All persons employed by the Sheriff shall report to and be under the authority of the Sheriff. Employees shall cooperate fully with the Delaware County Attorney in the performance of prosecutorial duties and in all matters relating to investigations and prosecutions.

7.2 **Payment.** The City shall not be liable for the direct payment of salaries, wages, or other compensation to County officers or employees providing General Law Enforcement Services to the City.

7.3 **Indemnity.** City shall not be liable for indemnity to any County officer or employee for injury or sickness arising out of his/her employment in providing law enforcement services to City.

8. **MUNICIPAL AGENCY**

The City shall, concurrent with the execution of this agreement, enact any ordinance or resolution required to give every County officer or employee engaged in providing General Law Enforcement Services to the City any official status required for the ordinary and adequate enforcement of such ordinances of the City as may be appropriately enforced under the terms of this agreement.

9. **FEES**

9.1 **Total Sum.** The City shall pay the County of Delaware, through the Office of the Delaware County Sheriff, the sum assigned to it in the Appendix attached to this Agreement for general law enforcement services delivered during the term of this Agreement.

9.2 **Computation.** This total sum shall not include expenses attributable to services of facilities normally provided to all cities within the County as part of the enforcement duties and functions customarily performed by the Sheriff under the charter of the county and the statutes of this State.



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9.3 Adjustment. The County and the Sheriff may adjust the total sum in accordance with changes in the costs of providing general law enforcement services on a fiscal basis. The County shall notify City in writing of each adjustment. The adjusted rate shall become effective on the 1st of the next calendar month following the date of notice.

9.4 Billing. The County through the Office of the Delaware County Sheriff shall bill the City for services rendered at the beginning of the period that law enforcement services will be provided. Payment for these services will be due within the fiscal year from the date of invoice. Payment shall be made by check made payable to the Delaware County Sheriff and mailed to the Delaware County Sheriff's Office in Manchester, Iowa.

9.5 Delinquency. If the City does not make full payment by the end of the fiscal year, the County may terminate this Agreement and City shall be liable for general law enforcement services rendered to the time of termination.

10. TERM

This agreement shall take effect on the 1st day of July, 2026, at 12:01 a.m. and shall continue through the 30th day of June, 2027, at Midnight.

10.1 RENEWAL. Unless terminated, this Agreement shall be renewed automatically for successive terms of one (1) year.

11. TERMINATION

Termination by Default or Cause. The parties agree that a default by the City on payment shall be grounds for termination by the County. The City shall have thirty (30) days to cure the default. If the default is not cured within the thirty (30) days, the County may declare the agreement terminated and the City shall immediately be responsible for providing its own law enforcement.

The parties agree that the failure of the City to fulfil any other obligation under this agreement shall be grounds to terminate the agreement by County for cause. The City shall have thirty (30) days to cure the violation. If the violation is not cured within the thirty (30) days, the County may declare the agreement terminated and the City shall immediately be responsible for providing its own law enforcement.

The parties agree that the failure of the County to fulfil any obligation under this agreement should be grounds to terminate the agreement by City for cause. The County shall have thirty (30) days to cure the violation. If the violation is not cured within thirty (30) days, the City may



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declare the agreement terminated and shall immediately be responsible for providing its own law enforcement.

12. REMEDIES OF THE PARTIES

County and City are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

In any action or proceeding relating to this Agreement, the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

13. NOTICES

Any notice for which provision is made in this agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery; (ii) by service in the manner provided by law for the service of original notice; or (iii) by sending said notice by certified or registered mail, return receipt requested, to the following addresses:

To Delaware County: Delaware County Board of Supervisors
c/o Carla Becker, Delaware County Auditor
301 E. Main Street
Manchester, IA 52057

To City of Colesburg IA: City of Colesburg, IA
304 Main Street
Colesburg, IA 52035

14. CONSTRUCTION

Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

15. GOVERNING LAW

This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.



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16. ENTIRE AGREEMENT

This writing, including any addendum attached hereto, contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may be modified or amended in writing, if the writing is signed by the parties' obligations under the agreement. Pursuant to Iowa Code section 28E.8, this Agreement, and any amendment, shall be filed with the Iowa Secretary of State within the time prescribed by law.

17. EXECUTION

The parties hereto executed this agreement the day and year first written above.

Delaware County

By: Jeff Madlom
JEFF MADLOM
Chairperson, Board of Supervisors

City of Colesburg, IA

By: Don Forkenbrock
Mayor, City of Colesburg, IA

ATTEST:

By: Carla Becker
Carla Becker
County Auditor

ATTEST:

By: Julie Ulesse
City Clerk, City of Colesburg, IA

Delaware County Sheriff

By: Sheriff Travis Hemesath
Travis Hemesath, Sheriff

Acknowledgement of Filing by the Secretary of State, State of Iowa

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