

**RESOLUTION 2018 - H**

**RESOLUTION APPROVING THE ENTERING INTO OF A 28E  
AGREEMENT BETWEEN CITY OF LONE TREE AND JOHNSON COUNTY  
FOR LAW ENFORCEMENT PROTECTION SERVICES BY  
JOHNSON COUNTY SHERIFF'S DEPARTMENT**

**WHEREAS**, the City believes it to be in the best interest of the citizens to enter into an agreement with Johnson County for law enforcement protection services by Johnson County Sheriff's Department, and

**WHEREAS**, Johnson County desires to enter into such an agreement, and

**WHEREAS**, the Parties have reached an accord as to the terms of such an agreement, and said agreement is attached to this resolution.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of Lone Tree, Iowa, that the 28E Agreement hereto attached is approved and the Mayor and City Clerk of Lone Tree, Iowa, are hereby authorized and directed to execute said document.

**IT WAS MOVED BY** Baird and seconded by Ronan  
that the Resolution be adopted and on roll call there were:

**AYES:** Baird, Swinton, Ronan

**NAYS:** None

**ABSENT/ABSTAIN:** Barton, Dickey

**PASSED and APPROVED** this 5<sup>th</sup> day of March, 2018.

  
**JONATHAN GREEN, MAYOR**

**ATTEST:**

  
**STEPHANIE DAUTREMONT, CITY CLERK**

## AGREEMENT

This Agreement entered into this 7<sup>th</sup> day of February, 2018 by Johnson County, Iowa, a municipal corporation, and the City of Lone Tree, Iowa, a municipal corporation.

Witnesseth that:

Whereas, the City of Lone Tree, Iowa desires to have Johnson County, Iowa provide it with law enforcement protection, and,

Whereas, Johnson County, Iowa is willing to provide said law enforcement protection to the City of Lone Tree, Iowa upon terms and conditions hereinafter set forth,

Now therefore:

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns as follows:

1. The County of Johnson, State of Iowa, through the Johnson County Sheriff's Office will supply law enforcement protection to the City of Lone Tree, Iowa as follows:
  - a. Patrolling and performing other associated law enforcement functions in and for the City of Lone Tree totaling approximately 26 hours per week.
  - b. ~~it is understood by the parties that the~~ Johnson County Sheriff's Office, in the performance of its duties under terms of this Agreement, must necessarily perform some functions, such as transporting prisoners to jail, appearing in court, attending training sessions and working follow-up investigations, outside of the city limits. As a result it is agreed by the parties that the Sheriff's Office may deduct ten percent of the hours contracted for from the total due to cover time spent on city law enforcement matters conducted outside of the city limits.
2. Law enforcement matters, including times of patrolling, are to be mutually agreed upon and determined by the Johnson County Sheriff and the Mayor of Lone Tree, Iowa all as set

2

3

forth in Exhibit "A" attached and incorporated into this Agreement and made a part hereof.

3. In consideration of the services to be rendered and hereinabove set forth, the City of Lone Tree, Iowa will pay Johnson County, Iowa at a rate of \$ 43.00 per hour or a total of \$ 58,136.00 per year to be payable in monthly installments of \$ 4,844.67 commencing on the 1st day of July, 2018. Said sums are to be paid directly to the Johnson County Sheriff's Office and will be credited and transmitted to the Johnson County Treasurer's Office.
4. It is understood that the Sheriff's Office may, from time to time, request an increase in the hourly rate charged for police services, and that such request for an increase shall be presented to the City Council in writing on or before January 1<sup>st</sup> of the beginning of the fiscal year in which the increase is to become effective. A modification of the hourly rate shall be accomplished by an addendum to this Agreement and shall not be considered a termination of the Agreement then in force.
5. The City of Lone Tree agrees to pay incidental fees and charges, such as but not limited to, towing bills and dog kenneling charges, incurred in the normal course of law enforcement activities.
6. It is understood that either party may request an increase or a reduction in the number of hours per week for which the services are contracted. Such changes may be negotiated by mutual agreement of the parties at any time during the life of the Agreement. A modification of the number of hours of contract service shall be accomplished by an addendum to this Agreement and shall not be considered a termination of the Agreement then in force.
7. Should the City of Lone Tree invest law enforcement authority in any other individual, group or organization, the Johnson County Board of Supervisors reserves the right to terminate this Agreement upon thirty days written notice to the City Council notwithstanding the termination provision of Section 8 of this Agreement.
8. This Agreement may be terminated after it has been in force for one year by either party giving the other party six months written notice of its intention to terminate said Agreement.

9. This Agreement to become effective on the 1st day of July, 2018, and continue thereafter until terminated as provided by this Agreement.

In witness whereof, the parties hereto have subscribed their signatures herein the day and year written.

  
\_\_\_\_\_  
Mayor, Lone Tree

\_\_\_\_\_  
Chairperson, Johnson County

ATTEST:

  
\_\_\_\_\_  
City Clerk, Lone Tree

ATTEST:

\_\_\_\_\_  
Auditor, Johnson County

## EXHIBIT "A"

This memorandum is incorporated into and made part of the Agreement to which it is attached.

The purpose of this Exhibit is to constitute a memorandum of the law enforcement policy, regulations and other matters, as provided in Paragraph 2 of the foregoing Agreement.

1. Law enforcement services shall commence on July 1, 2018, and shall terminate in accordance with the provisions of the foregoing Agreement.
2. The Mayor by mutual agreement with the Sheriff can designate the dates and times that the protected services are most desired in the City, according to the amount of hours purchased in the foregoing Agreement.
3. The Sheriff of Johnson County reserves the right to alter or change the times if, in his discretion, he feels that by doing so more adequate protection services will be rendered if such services should be conducted in a staggered time pattern rather than a specified definite routine.
4. The law enforcement services provided for in the foregoing Agreement shall not cover animal control duties.
5. In the event that a violation is committed which is not covered by the City ordinances, the Sheriff's Office shall retain discretion to file whatever applicable State misdemeanor charge fits the situation.
6. The City shall furnish the services of the City Attorney for the prosecution in all cases that are filed by the Sheriff's Office in violation of the ordinances of the City.
7. The Mayor shall make available, at all times, access to the ordinances of the City as embodied in the City Code, wherever same is kept.
8. The Sheriff shall furnish timely reports on all actual time worked and spent for the City pursuant to the Agreement.

The various conditions and performances set forth in Exhibit "A" may be modified or changed as conditions may warrant. In that event, all changes shall be mutually agreed upon by the Mayor and the Sheriff and shall be reduced to writing and attached to The Agreement and this Exhibit.