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OSCEOLA COUNTY IOWA

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28E AGREEMENT, LAW ENFORCEMENT CONTRACT

Amended and Substituted Intergovernmental Agreement

Dated June 10, 2015 - effective July 1, 2015

Grantor: Osceola County, Iowa

Grantee: Osceola County Public Safety Commission

**Prepared by: Attorney James Brick, 6701 Westown Parkway, Ste 100, West Des Moines, Ia
50266 Telephone No. (515)274-1450**

**AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT
CREATING THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION**

This Agreement made and entered into this 10th day of June, 2015, by and between Osceola County, Iowa; the City of Sibley, Iowa; the City of Harris, Iowa; the City of Ocheyedan, Iowa; the City of Melvin, Iowa; and the City of Ashton, Iowa, hereinafter referred to as public entities.

**ARTICLE I
AUTHORITY**

This Agreement is entered into by the undersigned public entities pursuant to the Authority given them under the provisions of the 2014 Iowa Code Chapter 28E as amended.

**ARTICLE II
NAME OF COMMISSION**

Pursuant to Chapter 28E of the 2014 Code of Iowa, each and all of the above named public entities do hereby form and establish a unified law enforcement district in Osceola County, Iowa and, to administer this agreement, the Osceola County Public Safety Commission, which shall be hereinafter referred to as the "Commission."

**ARTICLE III
DURATION OF COMMISSION**

This agreement shall be in force as to the public entities for a period of at least five (5) years, and perpetually thereafter until or unless dissolution, termination, or expulsion as provided herein.

**ARTICLE IV
PURPOSE**

The purpose of this agreement and of the Commission are to provide law enforcement within the boundaries of the member political subdivisions, and to serve all of the people residing in Osceola County, Iowa, with uniform law enforcement and centralized emergency communications.

**ARTICLE V
POWERS AND DUTIES**

Section 1 Duties. The duties of the Commission shall be to administer this unified law enforcement agreement and law enforcement within the unified law enforcement district created hereunder; to administer funds received from any federal or state agency or any private grant received by said Commission for its purposes; to make application for any State or Federal funding or funding from any private grant which might be made available; and to adopt such by-laws as shall be necessary for the proper operation of this Commission.

Section 2 Powers. This Commission shall have the power to do all things necessary to carry out its purposes insofar as they are not in conflict with any of the existing laws of the State

of Iowa or the United States, including but not limited to the following:

- To contract with members; all levels of government including other public agencies; private agencies and individuals to accomplish the stated purposes of the Commission.
- To receive funds from each member as payment for the services provided.
- To purchase, lease, receive as gifts, grants or donations, or otherwise acquire all land, buildings, equipment and supplies necessary to carry out the purposes of the Commission and to dispose of the same.
- To make or cause to be made any studies or surveys necessary to carry out the purpose of the Commission including its funding and the division of its budget among and between its members.
- To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, law enforcement personnel and all others found necessary to the purpose of the Commission.
- To borrow money for the purchase of land and equipment and other improvements, and to provide for their retirement.
- To contract with the Osceola County Sheriff's Department for law enforcement services.
- To prepare and recommend to members, local ordinances as may from time to time be required.
- To provide for a system of budgeting, accounting, auditing and reporting of all Commission funds and transactions; and for a depository for Commission funds; and for the bonding of employees and/or officers handling said funds.
- To defend any legal action brought against the Commission, and to initiate when necessary any legal action the Commission deems necessary to accomplish the purpose of the Commission.
- To exercise any and all other powers consistent with the stated purpose of the Commission and/or authorized by law.

ARTICLE VI BUDGET

The Commission shall annually prepare a budget in accordance with Sections 28E.21 through 28E.30 of the Iowa Code, 2014, or any successor provisions thereto.

ARTICLE VII COMMISSION

Section 1 Composition. The Commission shall be composed of eight (8) voting members and one non-voting member selected as follows:

(a) Voting Members

- One elected official to be selected by the Osceola County Board of Supervisors;
- One elected official to be appointed by the Osceola County Board of Supervisors to represent the Sheriff's Department;
- Two elected officials to be selected by the City Council of Sibley;
- One elected official to be selected by the City Council of Ocheyedan;

- One elected official to be selected by the City Council of Ashton;
- One elected official to be selected by the City Council of Melvin;
- One elected official to be selected by the City Council of Harris.

Voting members may be selected from any of the following elected officials:

- Any current mayor or council member of any of the cities set out above may be selected to represent that city.
- Any current member of the Osceola County Board of Supervisors may be selected to represent Osceola County.
- Any current elected official of Osceola County may be selected to represent the Sheriff's Department.

Each official representative selected as provided above shall have an alternate selected who shall have the right to vote only in the absence of the official representative. Each municipality shall annually certify to the Commission the official representative and alternate so selected, on or before January 31 of each year, and within two weeks of replacement of such representative or alternate during any month of the year other than January. Representatives and alternates appointed by the public entities shall continue to represent their municipality until the earlier of such time as the duly-elected Chair of this Commission has received written notice emailed from the respective municipality or organization which appoints a new representative and/or alternate, or such time as such representative or alternate ceases to hold the elected office which qualifies him or her for commission membership.

(b) Non-Voting Member

The Sheriff's Office may designate one representative to serve as a non voting member of the Commission. The member shall be the elected and acting Sheriff of Osceola County, Iowa or his or her designee and shall be entitled to attend all meetings and participate in all discussions, but shall not be entitled to vote.

Section 2 Expulsion of A Member. A member may be expelled and dropped from membership in the Commission and in the unified law enforcement district for violation of the provisions of these Articles of Agreement. The Commission by-laws as previously or hereinafter adopted and established shall set forth the procedures for expulsion of a member; provided no member may be expelled from membership without a three-fourths vote of the existing representatives on the Commission so voting affirmatively.

Section 3 Withdrawal Of Membership. The membership of a municipality may be withdrawn from this Commission in the following manner:

- The individual member through its governing body shall adopt a Resolution to withdraw from this Commission.
- A copy of said Resolution bearing the signatures of the Board Chairman or Mayor, or other official thereof, shall then be sent to the Chair of this Commission by restricted certified mail, return receipt requested, addressed to the Chair of the Commission, and a copy shall be sent to the Board Secretary and the Sheriff by regular mail or email. The Resolution shall state the name of the withdrawing member, its intention to withdraw from this Agreement, and shall be signed by the Mayor and a majority of the Council, or the Chair of the Osceola County Board of Supervisors and a majority of the Board.

- A withdrawal of a member from the membership of this Commission shall be effective on the date set out in the Resolution, or if no date is specified, upon the receipt of the Resolution by the Chair of this Commission, and the Commission shall have no further obligation to provide services to the withdrawing member after the effective date of withdrawal.
- Termination of membership as above set forth shall not relieve the withdrawing member of the obligation to pay its share of the expenses for the administration of this Commission for that year in which such withdrawal occurs, and, in addition, when such withdrawal occurs within the last six (6) calendar months of any budgetary period adopted by the Commission, then such withdrawing individual member of this Commission shall pay a sum equal to the sum which would have been its share of the expenses for said administration and operation of this Commission for the following budget year.

**ARTICLE VIII
TERMINATION OF MEMBERSHIP**

The membership of a municipality may be withdrawn from this Commission in the following manner:

- The individual member through its governing body shall adopt a Resolution to withdraw from this Commission.
- A copy of said Resolution bearing the signatures of the Chair or Mayor, or other official thereof, shall then be sent to the Chair of this Commission.
- A withdrawal of a member from the membership of this Commission shall be effective as provided in Article VII above.
- Termination of membership as above set forth shall not relieve the withdrawing member of the obligation to pay its share of the expenses for the administration of this Commission for that year in which such withdrawal occurs, and, in addition, when such withdrawal occurs within the last six (6) calendar months of any budgetary period adopted by the Commission, then such withdrawing individual member of this Commission shall pay a sum equal to the sum which would have been its share of the expenses for said administration and operation of this Commission for the following budget year.

**ARTICLE IX
OFFICERS AND DUTIES**

A. CHAIR AND VICE-CHAIR. At its first meeting of each year, the Commission shall elect from its membership a Chair and a Vice-Chair, who shall serve for a period of one year, or until their successors are elected, or until such time as the said Chair or Vice-Chair shall no longer be a member of their individual town, city, governmental body, or other organization, or fail to represent same in an official capacity, at which time the then remaining members of said Commission shall elect a Chair or Vice-Chair. The Chair and vice-chair must be voting members of the Commission. The Chair shall appoint from the membership one member, who shall serve as temporary Chair at all meetings of the Commission where the Chair and Vice-Chair are absent.

B. SECRETARY AND TREASURER. The Commission shall appoint a Secretary and a Treasurer, who need not be members of the Commission. The Treasurer shall be bonded in an

amount determined by the Commission and the premium of said bond shall be paid by the Commission.

C. EMPLOYEES. The Commission may employ such staff, and other consultants, as it may deem necessary to carry out the purposes of this Agreement.

D. MEETINGS. The Commission shall meet at least monthly; the date, time and place to be fixed by the by-laws.

E. VOTING. Each member of said Commission, except the ex officio members, shall be entitled to one vote. All votes shall be cast by either the member or the designated alternate in the absence of the member, and a quorum shall be sufficient to conduct commission business, except where these Articles or adopted by-laws shall otherwise provide.

ARTICLE X BY-LAWS AND RECORDS

The Commission shall adopt by-laws for the operation of this Commission and the transaction of business. The by-laws may be changed or modified by a three-fourths vote of the members of said Commission present at a regular meeting. The Commission shall keep a record of all of its resolutions, transactions, findings and determinations, which record shall be a public record.

ARTICLE XI DISSOLUTION

This Agreement and the Commission herein created may be dissolved at any time by a unanimous vote of the membership, and by each municipality having its governing body pass a Resolution supporting the dissolution of this Commission. Upon such dissolution, any and all assets of this Commission shall be liquidated and the net proceeds so obtained therefrom shall be distributed to the individual members of this Commission, as this Commission shall so determine. However, the Commission shall not be dissolved when there remains any indebtedness incurred by the said Commission.

ARTICLE XII AMENDMENTS

The terms of these Articles of Agreement may be amended by a three-fourths vote of the Commission members at any regular meeting, provided that each municipality shall have been mailed, by the Chair of this Commission, a copy of said proposed Amendment at least thirty (30) days prior to the date that action is proposed to be taken upon said Amendment.

ARTICLE XIII SEVERABILITY

If any provisions of these Articles of Agreement, or the application thereof to any person or circumstance, are held to be invalid, such invalidity shall not affect other provisions or applications of these articles, which can be given effect without the invalid provisions or application, and to this end the provisions of these Articles are declared to be severable.

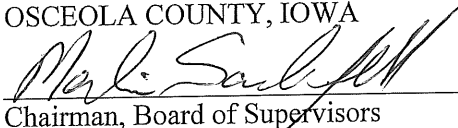
ARTICLE XIV DELEGATION

The political subdivisions which become and are parties to this Agreement have done so in recognition of the authority granted them to do so by the statutes of the State of Iowa and by doing so, they have delegated their respective powers to provide for law enforcement within their jurisdictions to the Commission, and such delegation shall continue for any member until it withdraws its membership pursuant to the Agreement.

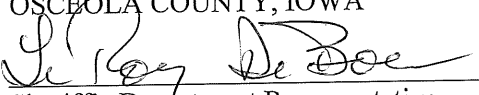
**ARTICLE XV
EXECUTION**

This Intergovernmental Agreement, duly executed on this 10th day of June, 2015, pursuant to the authority granted by Resolution of the signatory parties hereto by and for the respective public entities and the signatures do hereby bind the members hereof to the terms of this Agreement and each of the undersigned hereby specifically states that he or she has been authorized by his or her respective municipality to execute this Agreement, and a copy of their public entities' resolution authorizing the execution of this Amended Agreement has been delivered to the Commission.

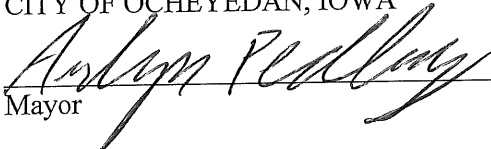
OSCEOLA COUNTY, IOWA


Chairman, Board of Supervisors


OSCEOLA COUNTY, IOWA


Sheriff's Department Representative

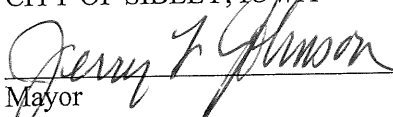
CITY OF OCHEYEDAN, IOWA


Mayor

CITY OF HARRIS, IOWA


Mayor

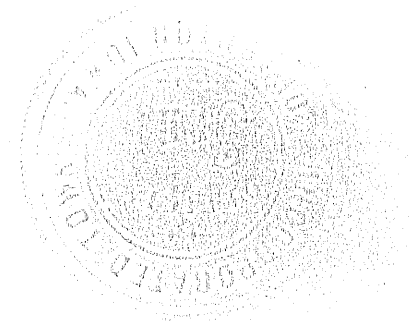
CITY OF SIBLEY, IOWA


Mayor



CITY OF ASHTON, IOWA

Patrick H. Rice
Mayor



CITY OF MELVIN, IOWA

Becky Heitutt
Mayor



Osceola County Public Safety Commission
Resolution # 15-0610-1

*RESOLUTION TO EXECUTE AND FILE THE AMENDED AND SUBSTITUTED
INTERGOVERNMENTAL AGREEMENT*

The purpose of this Resolution is to execute and file the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission as approved.

WHEREAS, the Board of the Osceola County Public Safety Commission has drafted the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission attached to this Resolution; and

WHEREAS, the Board has determined it is in the best interest of the County and its citizens to approve the 28E Amended and Substituted Agreement; and

WHEREAS, the Board has distributed copies of the Amended and Substituted 28E Agreement to all of its members; and

WHEREAS, the members have now unanimously approved the Amended and Substituted 28E Agreement.

NOW THEREFORE BE IT RESOLVED, that the Board does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution and directs its Chair to execute said Agreement on behalf of the Commission.

IT IS FURTHER RESOLVED that once the document has been fully executed by all members of the Commission, it shall be filed with the office of the Iowa Secretary of State and the Osceola County Recorder's office.

Moved by Jerry Johnson

Seconded by Greg Spærthe

The following member(s) voted yes: Jayson Vande Hoet, DeRoy DeBor, Greg Spærthe, Becky Heitritter, Patrick DeVries, Jan Henningsen, Arlyn Pedley

The following member(s) voted no:

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Passed this 10th day of June, 2015 by the Osceola County Public Safety Commission

Signed and approved by the Chair on the 10th day of June, 2015.

Arlene Pedley
Board Chair

Osceola County Resolution # 33-14/15

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

The purpose of this Resolution is to approve the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission

WHEREAS, the Board of Supervisors of Osceola County has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution; and

WHEREAS, the Board has determined it is in the best interest of the County and its citizens to approve said Amended and Substituted Agreement.

NOW THEREFORE BE IT RESOLVED, that the Board does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

Moved by Phil Bootsma

Seconded by Jayson VandeHoef

The following member(s) voted yes: Bootsma, VandeHoef, DeBoer, Scholte, Sandersfeld

The following member(s) voted no:

None

Passed this 28th day of April 2015 by the Osceola County Board of Supervisors

Signed and approved by the Chair of the Board on the 28th day of April, 2015.

Marilyn Sandersfeld
Board Chair



CITY OF ASHTON

Resolution # 2015-05

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

The purpose of this Resolution is to approve the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission

WHEREAS, the City Council has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution; and

WHEREAS, the Council has determined it is in the best interest of the City and its citizens to approve said Amended and Substituted Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

Moved by Kevin Ommen

Seconded by Dennis Hatting

The following member(s) voted yes:
Grote, Ommen, Trei, Honkomp and Hatting

The following member(s) voted no: None

Passed this 11 day of May 2015 by the City Council of Ashton

Signed and approved by the Mayor on the 11th day of May, 2015.

Patrick H. DeVries
Mayor

ATTEST: Nancy A. Travnach



CITY OF Harris

Resolution # 05.15

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

The purpose of this Resolution is to approve the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission

WHEREAS, the City Council has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution; and

WHEREAS, the Council has determined it is in the best interest of the City and its citizens to approve said Amended and Substituted Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

Moved by Amy Witter

Seconded by Russ Meir

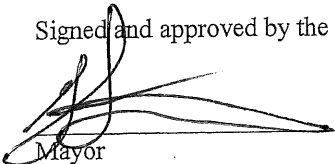
The following member(s) voted yes:

Russ, Amy, Pam, Tom, Jim

The following member(s) voted no: _____

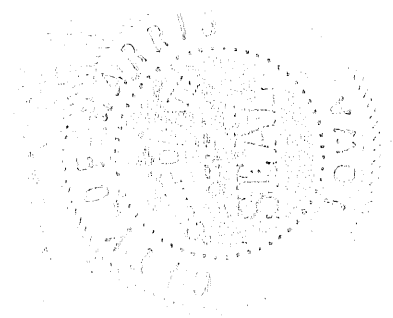
Passed this 12th day of May 2015 by the City Council of Harris

Signed and approved by the Mayor on the 12th day of May, 2015.



Mayor

ATTEST: Christina Williams



CITY OF Ocheyedan

Resolution # 823

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

The purpose of this Resolution is to approve the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission

WHEREAS, the City Council has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution; and

WHEREAS, the Council has determined it is in the best interest of the City and its citizens to approve said Amended and Substituted Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

Moved by Kevin Hertz

Seconded by Slott Wiersma

The following member(s) voted yes:

Hertz, Kruger, Wiersma, Schuck

The following member(s) voted no: _____

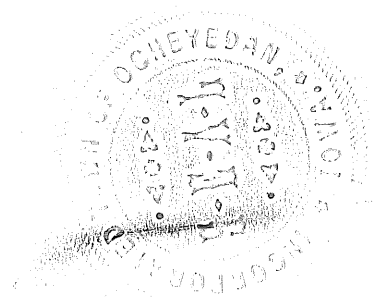
Council person McElroy was absent

Passed this 11th day of May 2015 by the City Council of Ocheyedan

Signed and approved by the Mayor on the 11th day of May, 2015.

Arden Pedley
Mayor

ATTEST: Christi Wiersma



Councilperson PEDLEY introduced the following Resolution entitled "RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION" and moved that the same be adopted.

Councilperson HENNINGSSEN seconded the motion to adopt. The roll was called and the vote was:

AYES: BUCHHOLTZ, HENNINGSSEN, GROOTE

PEDLEY

NAYS: NONE

WHEREUPON, the Mayor declared the following Resolution duly adopted.

RESOLUTION NO 1322-15

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

WHEREAS, the City Council has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution.

WHEREAS, the Council has determined it is in the best interest of the City and its citizens to approve said Amended and Substituted Agreement.

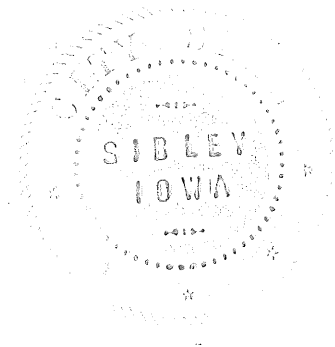
NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Amended and Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

PASSED AND APPROVED this 27th day of April 2015.

Jerry L Johnson
Mayor

ATTEST:

Wendy Rivolt
City Clerk



CITY OF Melvin

Resolution # 6-2015

RESOLUTION APPROVING THE AMENDED AND SUBSTITUTED INTERGOVERNMENTAL AGREEMENT ATTACHED TO THIS RESOLUTION OF THE OSCEOLA COUNTY PUBLIC SAFETY COMMISSION

The purpose of this Resolution is to approve the attached Amended and Substituted 28E Agreement of the Osceola Public Safety Commission

WHEREAS, the City Council has reviewed the proposed Amended and Substituted 28E Agreement of the Osceola County Public Safety Commission that is attached to this Resolution; and

WHEREAS, the Council has determined it is in the best interest of the City and its citizens to approve said Amended and Substituted Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Amended And Substituted Osceola County Public Safety Commission 28E Agreement attached to this Resolution.

Moved by Mike Alesch

Seconded by Amy Baker

The following member(s) voted yes: Mike Alesch, Amy Baker, and Tim Drenkow.

The following member(s) voted no: Galen Bootsma

Passed this 4 day of May 2015 by the City Council of Melvin

Signed and approved by the Mayor on the 4 day of May, 2015.

Becky Heittrich
Mayor

ATTEST: Sandra Seckler

