



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M510574

12/18/2017 1:14:38 PM

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 Cherokee	City	Cherokee
Party 2	Cherokee County	County	Cherokee
Party 3	City of LeMars	City	Plymouth
Party 4	Plymouth County	County	Plymouth
Party 5	Sioux County	County	Sioux

**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)*

This creates the Tri-County Combined Emergency Response Team (CERT), consisting of trained officers from Sioux County, Plymouth County & Cherokee County Sheriff's Offices, City of LeMars and City of Cherokee Police Depts.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ 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: <http://sos.iowa.gov/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 Kooiker FIRST Name Sam

Title City Administrator Department City Administrator

Email samk@cherokeeiowa.net Phone 712-225-5749

MEMORANDUM OF UNDERSTANDING BETWEEN PLYMOUTH COUNTY, SIOUX COUNTY, THE CITY OF LE MARS, CHEROKEE COUNTY AND THE CITY OF CHEROKEE, IOWA, FOR LAW ENFORCEMENT SERVICES

1. Parties. Sioux County, Iowa, ("Sioux County") Plymouth County, Iowa, ("Plymouth County") the City of Le Mars, Iowa, ("Le Mars") Cherokee County, Iowa ("Cherokee County") and the City of Cherokee, Iowa ("Cherokee") are memorializing their cooperative agreement to train, deploy, and support a tactical special response team known as the Tri-County Combined Emergency Response Team ("Tri-County CERT") consisting of trained officers employed by the Sioux County Sheriff's Office, the Plymouth County Sheriff's Office, the City of Le Mars Police Department, the Cherokee County Sheriff's Office and the City of Cherokee Police Department.
2. Purpose. The purpose of this MOU is to describe the combined law enforcement special response team currently operating as the Tri-County CERT. No entity is created by this MOU. All of the personnel assigned to the Tri-County CERT are peace officers employed by units of local government and are assigned to the Tri-County CERT by their respective agency employer.
3. Administration. The Tri-County CERT will have a Team Leader and an Assistant Team Leader at all times. The Team Leader and Assistant Team Leader will be appointed by the unanimous agreement of the Sioux County Sheriff, the Plymouth County Sheriff, the Chief of Police of the Le Mars Police Department, the Cherokee County Sheriff and the Chief of Police of the Cherokee Police Department. If the parties to this MOU cannot agree on a specific Team Leader and Assistant Team Leader, the Tri-County CERT will be dissolved.
4. Personnel. The TRI-COUNTY CERT is made up of sworn personnel assigned to the TRI-COUNTY CERT by the Sioux County Sheriff, the Plymouth County Sheriff, the Chief of Police of the Le Mars Police Department, the Cherokee County Sheriff and the Chief of Police of the Cherokee Police Department.
5. Protocols. Activities such as activation, deployment, training, team membership requirements, and other specific activities related to the formation, training, and deployment of the TRI-COUNTY CERT will be covered by written protocols as approved by the Sioux County Sheriff, the Plymouth County Sheriff, the Chief of

Police of the Le Mars Police Department, the Cherokee County Sheriff and the Chief of Police of the Cherokee Police Department.

6. Real and Personal Property and Equipment. There is no real estate which is the subject of this MOU. Equipment and property used by the individual TRI-COUNTY CERT members will be purchased and provided by the employing jurisdiction for each individual team member and will remain the property of the employing jurisdiction. Each agency to this MOU shall determine the amount of equipment they want to purchase for their employees. In the event this MOU is terminated said property will remain in possession of the member agency that purchased it.
7. Finances and Liability. This MOU shall not change the employment status of any peace officer who acts pursuant to this MOU. All wages (including overtime) and disability payments, pension, worker's compensation claims and benefits, damage to equipment and clothing, medical expenses, and all other claims and benefits in connection with duties related with an individual peace officer's participation in the TRI-COUNTY CERT shall be the sole responsibility of the governmental agency regularly employing such law enforcement personnel. Each agency shall defend and hold harmless the other governmental agencies to this MOU from any and all claims made by or against its regular employee. It is further expressly agreed that all law enforcement personnel rendering aid or acting as part of the TRI-COUNTY CERT pursuant to this MOU, even if such activities are outside of their respective jurisdiction, shall be performing duties arising out of their employment with his or her governmental agency employing such law enforcement personnel. Each agency shall be responsible for the acts or omissions of its own employee and shall hold harmless, defend, and indemnify the other agency as to those acts or omissions in all claims, suits, actions, damages, fees, or costs arising as a result of those acts or omissions while engaged in joint law enforcement activities under this MOU.
8. Amendment. Amendments to this MOU will be in writing and approved by the Sioux County Board of Supervisors, the Plymouth County Board of Supervisors, the Le Mars City Council, the Cherokee Board of Supervisors, the Cherokee City Council as well as the Sioux County Sheriff, the Plymouth County Sheriff, the Chief of Police of the Le Mars Police Department, the Cherokee County Sheriff and the Chief of Police of the Cherokee Police Department.
9. Severability. If one or more provisions of this MOU are determined to be invalid, the remainder of the MOU shall still be in full force and effect.
10. Duration. The duration of this MOU shall be perpetual in nature. This MOU shall remain in full force and effect until such time as a member governmental agency passes a resolution terminating this MOU. However, this MOU shall continue in

force between other governmental agencies not terminating unless the same is likewise terminated by the remaining members.

11. Effective Date. This MOU shall become effective between the governmental agencies that are a party to this MOU upon the date of passage and execution by the governing body of each governmental agency which is a party to this MOU. The Clerk or Auditor of each party to this MOU shall furnish the other member agencies copies of the resolution approving the MOU and authorizing execution and a signed copy of the MOU shall be furnished to each party to the MOU. This MOU shall be filed with the Secretary of State and recorded with the County Recorder.

This Agreement filed and dated by the respective parties as follows:

SIOUX COUNTY SHERIFF'S OFFICE



Dan Altena, Sheriff 12/12/17
Date

PLYMOUTH COUNTY SHERIFF'S OFFICE



Mike VanOtterloo, Sheriff 9/12/17
Date

LE MARS POLICE DEPARTMENT



Kevin Vande Vegte, Chief 9/20/17
Date

CHEROKEE COUNTY SHERIFF'S OFFICE

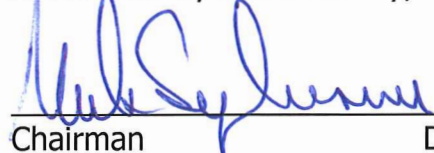


Jerod Clyde, Sheriff 9/26/17
Date



Nate James, Chief 11-14-17
Date

APPROVED by Sioux County, Iowa, Board of Supervisors:



Chairman 12-12-17
Date
Sioux County Board of Supervisors



Auditor 12-12-17
Date
Auditor, Sioux County

APPROVED by Plymouth County, Iowa, Board of Supervisors:

Don Kass 9/12/17
Chairman Date
Board of Supervisors

Gacey Feldman 9/12/17
Auditor Date
Plymouth County

APPROVED by Le Mars, Iowa, City Council:

Deek Kuchoff 9-20-17
Mayor Date
City of Le Mars

Beverly Langel 9-20-17
City Clerk Date
City of Le Mars

APPROVED by Cherokee County, Iowa, Board of Supervisors:

Rob Myer 9/26/17
Chairman Date
Board of Supervisors

Kris Sherk 9-26-17
Auditor Date
Cherokee County

APPROVED by Cherokee, Iowa, City Council:

Paul Hart 11/14/2017
Mayor Date
City of Cherokee

Dwain Carjiv 11-14-17
City Clerk Date
City of Cherokee