

**28E AGREEMENT BETWEEN THE CHEROKEE COUNTY, IOWA, THE CITY OF
AURELIA, IOWA AND THE CITY OF MARCUS IOWA FOR THE
ADMINISTRATION OF MEDICOLEGAL DEATH INVESTIGATIONS**

This Agreement for the Administration of Medicolegal Death Investigation ("Agreement") made and entered into this 17th day of April 2023, by and between the CHEROKEE COUNTY, IOWA, (hereinafter referred to as "County"), the CITY OF AURELIA, IOWA, and the CITY OF MARCUS, IOWA, both Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as "Cities").

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between three public agencies for cooperative action. Neither a separate legal or administration entity, nor joint board, will be created for administration of the Agreement. Currently, the County Medical Examiner and Medical Examiner's Office program Administrator and the Cities' Police Chief shall be designated as the Administrators of the Agreement for purposes of the Iowa Code Chapter 28E so long as the Cities continue to use one in the same Police Chief.

After execution of this Agreement by the County and the Cities, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective when executed and filed as set forth herein unless terminated by any of the three governmental entities as provided below.

ARTICLE I

General

The parties share a mutual interest to maintain the availability of a Medical Examiner Investigators to complete Medicolegal Death Investigations to serve their community. This Agreement presents a cooperative approach towards addressing various collaborative efforts to maximize the availability of this service within the County without burdensome administrative costs or the necessity of outsourcing. This requires the hiring, training, and retention of certain officials competent to serve as a Medical Examiner Investigator who can complete Medicolegal Death Investigations, (hereinafter "MEI").

Selection

1. The MEI shall be an ILEA certified law enforcement official.
2. The MEI will maintain at least the minimum qualifications required for employment as a law enforcement officer with the County or the Cities.

MEI on-duty with their respective City shall be called into duty by the County Medical Examiner's Office. The Cities and County agree to cooperate regarding the intent to avoid overtime. The Cities shall be reimbursed a mutually agreed upon flat fee per Medical Death Investigation. This reimbursement shall be made by monthly submissions to the County.

ARTICLE II

Duties and Responsibilities of Medical Examiners

1. The MEI will adhere to State code, County policy, police policy, and any other legal requirements while conducting Medicolegal Death Investigations. The Cities' policies shall supersede County policy while conducting police activities.
2. The parties acknowledge that the MEI may from time to time acquire confidential information concerning the person who is subject to investigation. The MEI shall keep information or records confidential by the MEI in compliance with County policy, policy of the Cities, and federal, state, and local law.
3. When necessary, the MEI shall give assistance to other law enforcement officers in matters regarding his/her assignment. However, the MEI will not be available to conduct investigations extraneous to his/her assigned MEI responsibilities for the sake of convenience or expediency without prior approval from the County Medical Examiner or Medical Examiner's Office program administrator.
4. The MEI will work in uniform attire as prescribed by the Cities. Exceptions may be made with approval of the Cities. The MEI shall carry a regulation sidearm and other approved/assigned police equipment necessary to perform the essential functions of the position in accordance with police department policy and regulations and applicable law.
5. The MEI shall perform other duties as mutually agreed upon by the Administrators so long as the performance of such duties is reasonably related to this Agreement and so long as such duties are consistent with the Cities' rules and regulations.

administrator shall consult with the MEI and the Mayors of the Cities. If the situation is not resolved, the principal shall recommend to the County that the MEI be removed from the MEI program and shall state the reasons therefore in writing. Within a reasonable time after receiving a request for removal, the Cities or their designees shall meet with the MEI to mediate or resolve any problems which may exist. At such meeting, the Cities or its representative and the MEI may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or in the event mediation is not sought by the Cities, then the MEI shall be removed from the program and replaced.

2. The Cities may reassign an MEI based upon City policies.
3. In the event of a vacancy in the position of MEI, or in the case of long-term absence by a MEI, parties hereto will work together to resolve the vacancy.

ARTICLE VI

Financing of the Administration of Medicolegal Death Investigations

The amount budgeted in this position of MEI for FY23-24 is \$_____.00. This was calculated considering the Sioux Valley Memorial Hospital Association was to complete these services. The flat fee will be addressed annually in January by the Cities and the County. The County will prepare the budget for the program on an annual basis and provide a copy of the proposed budget to the Cities on or before the last day of February of the year preceding the budget year.

ARTICLE VII

Duration and Termination of Agreement

The term of this Agreement shall be effective upon signing and expire one (1) year from adoption. Extensions to this Agreement may be made automatically for successive periods of one (1) year or longer as determined by Resolution of the Cities and County. Either party may terminate this Agreement, with or without cause, by providing written notice with not less than ninety (90) days notice. Upon termination of this Agreement (a) the County will retain all examination equipment, desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other County property and (b) each City will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes, and other City property.

5. Indemnification by Cities. To the extent permitted by law, the Cities agrees to indemnify, defend, and hold harmless the County, each other, and their officers, agents, and employees, against all claims, suits actions, debts, damages, costs, charges, and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the Cities, either active or passive, or those of its agents, employees, assigns, or any other person action on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
6. Waiver of Subrogation Rights. The Cities and the County each release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. The Cities and County shall all waive and, to the extent allowed by law cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.
7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out he actions taken under the Agreement as soon as practical following knowledge of the claim or potential claim.

ARTICLE IX

Miscellaneous

1. Amendment. This Agreement may only be modified by written mutual agreement of the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.
4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed

COUNTY OF CHEROKEE, IOWA

Passed and approved, this 11th day of
April, 2023.


BY: Rick Mongan, Chair

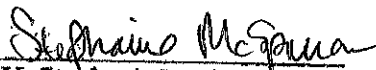
ATTEST:


BY: Kris Glienke, Auditor

CITY OF AURELIA, IOWA

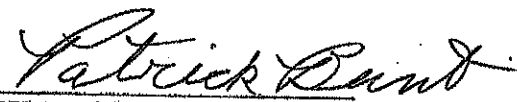
Passed and approved, this 17th day of
April, 2023.


BY: Geno Suhr, Mayor


BY: Stephanie McSparran, Clerk

CITY OF MARCUS, IOWA

Passed and approved, this 10th day of
April, 2023.


BY: Patrick Bunt, Mayor


BY: Robin Harvey, Clerk

STATE OF IOWA)
) ss:
COUNTY OF CHEROKEE)

On this 11th day of April, 2023, this document was sworn to or acknowledged in my presence by Rick Mongan, Chair and Attested by Kris Glienke, Auditor of Cherokee County, Iowa, respectively, executing the foregoing instrument, that said instrument was signed on behalf of the County by authority of its Board of Supervisors.



Jodi B. Mongan
NOTARY PUBLIC - STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF CHEROKEE)

On this 24th day of April, 2023, this document was sworn to or acknowledged in my presence by Gene Suhr, Mayor and Attested by Stephanie McSparran, Clerk of the City of Aurelia, Iowa, executing the foregoing instrument, that said instrument was signed on behalf of the City by authority of its City Council.



Cynthia Kai
NOTARY PUBLIC - STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF CHEROKEE)

On this 12th day of April, 2023, this document was sworn to or acknowledged in my presence by Patrick Bunt, Mayor and Attested by Robin Harvey, Clerk of the City of, Iowa, executing the foregoing instrument, that said instrument was signed on behalf of the City by authority of its City Council.



Judy K Means
NOTARY PUBLIC - STATE OF IOWA