

RESOLUTION 2024-02

RESOLUTION APPROVING A 28E AGREEMENT WITH THE CITY OF MOUNT VERNON FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

WHEREAS, the West Branch City Council desires additional police coverage during a temporary police reorganization; and

WHEREAS, the Mount Vernon City Council accepts the terms and conditions for Mount Vernon to provide supplemental law enforcement services; and

WHEREAS, the City has agreed to pay \$100/hour for all hours worked by the Mount Vernon Police Department; and

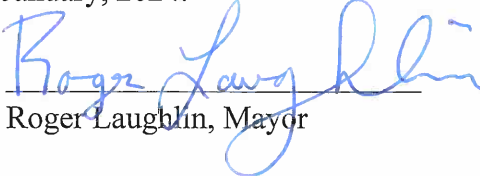
WHEREAS, to that end, the City Attorney has reviewed a 28E Agreement that requires the approval of both the City Council of West Branch and Mount Vernon; and

WHEREAS, it is in the best interests of the City to approve said 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to file a copy of the fully executed agreement with the Iowa Secretary of State as required by law.

Passed and approved this 2nd day of January, 2024.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

28E Contractual Agreement for Supplemental Law Enforcement Services

WHEREAS, the City of Mount Vernon, Iowa (“Mount Vernon”) and the City of West Branch, Iowa (“West Branch”) desire to enter into a 28E Agreement for Supplemental Law Enforcement Services (“28E Agreement”).

WHEREAS, Mount Vernon and West Branch are public agencies pursuant to Iowa Code section 28E.2.

WHEREAS, West Branch, by and through its Council, desires to enter into a contract with Mount Vernon for Mount Vernon to provide supplemental law enforcement services for West Branch.

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is for Mount Vernon to provide supplemental law enforcement services to West Branch under certain terms and conditions.

1. Parties. This agreement (“Agreement”) is made between the City of West Branch, Iowa (“West Branch”) and Mount Vernon, Iowa (“Mount Vernon”), collectively referred to as the “Parties.”
2. Purpose. It is the purpose of this Agreement to establish the terms and conditions for Mount Vernon to provide supplemental law enforcement services to West Branch under the terms, limitations and conditions set forth in this Agreement.
3. Duration. The duration of this Agreement is January 1, 2024 through December 31, 2024. Thereafter this Agreement will be for a duration of one year, beginning January 1 and ending December 31 of each year unless terminated by either party according to this Agreement as defined in Paragraph 6 below.
4. No Entity Created. No separate legal or administrative entity is created by this Agreement.
5. Financing. West Branch shall be responsible for financing the supplemental law enforcement services from Mount Vernon. West Branch agrees to pay Mount Vernon a rate of \$100.00/hour for all hours worked for police services payable quarterly on the 15th day of the first month of each quarter. The calculations of hours of law enforcement service is determined by the hours spent performing law enforcement services in West Branch, travel time for officers to and from West Branch, in addition to all necessary follow-up work, wherever performed, including, but not limited to, transporting arrestees and completing paperwork associated with arrests and citations taking place in West Branch. Mount Vernon shall determine which hours are regular hours worked and which hours are overtime hours worked based on its collective bargaining agreements and policies.

In addition to the hourly rate, West Branch shall reimburse Mount Vernon mileage for use of all Mount Vernon vehicles driving to and from West Branch, including the travel of the K9 vehicle if the K9 Officer chooses to cover shifts in West Branch. Mileage shall be reimbursed per mile at the current IRS Business Rate.

6. Termination. This agreement may be terminated by either party with thirty (30) days’ written notice (either electronic or hard copy) to the other party.
7. Services to be Provided.

- a. Mount Vernon agrees to provide law enforcement services within the corporate limits of West Branch, which services shall include, but not be limited to, the enforcement of statutes; enforcement of municipal ordinances where applicable; general patrol activities; and the duties and functions of the type customarily rendered by law enforcement officers to enforce the ordinances of the municipal code of West Branch and the statutes of the State of Iowa by duly sworn and certified officers of Mount Vernon. Law enforcement services do not include civil process, including but not limited to the service of legal process or civil ordinance enforcement, or criminal investigations beyond those incidental to responding to a request for service.
 - b. Mount Vernon agrees that it shall provide law enforcement services within the corporate limits of West Branch at times mutually agreed upon by the Police Chief of West Branch and the Police Chief of Mount Vernon when West Branch does not already have an officer on duty and/or when an emergency occurs in the corporate limits of the City of West Branch. Mount Vernon shall not have the duty or obligation to provide law enforcement services to West Branch, and all law enforcement services provided are at the discretion of the Mount Vernon Chief of Police.
 - c. Mount Vernon officers shall attend all law enforcement-related court and administrative hearings upon the request of the West Branch City Attorney or West Branch City Officials. West Branch shall pay the attorneys' fees, court costs, and any other expenses associated with the prosecution of any case initiated by a Mount Vernon officer while providing law enforcement services under this Agreement. West Branch shall pay Mount Vernon pursuant to Paragraph 5 of this Agreement for any time spent by a Mount Vernon officer associated with attending any law enforcement related court and administrative hearings.
 - d. Mount Vernon shall hold West Branch harmless for any liability arising out of Mount Vernon's performance of this contract. West Branch shall, however, remain responsible for any intentional or negligent acts of West Branch, its officers, agents, and/or employees, that result in liability and damages to Mount Vernon or third parties. Both Mount Vernon and Libson shall provide their liability insurance to cover the operation and performance of this contract.
8. Employment and Control. All Mount Vernon Officers shall be employed by the City of Mount Vernon, even when working in West Branch pursuant to this Agreement. Said officers shall remain under control of the Mount Vernon Police Chief and City of Mount Vernon and shall adhere to the policies of the City of Mount Vernon and Mount Vernon Police Department. The discipline of all Mount Vernon officers in matters incident to performance of their services and control of all personnel shall remain with Mount Vernon. Mount Vernon shall also be solely responsible for training, hiring, assignment and other discipline of their employees. Said Officers shall use Mount Vernon equipment while working in West Branch.
9. Liability Insurance. Each of the Parties agree that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each Party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not be reasonably withheld.

10. Access. The Parties agree to allow access to records, documents and papers to auditors of West Branch and Mount Vernon as allowed by Iowa Code Chapter 692. Such access shall be allowed until three years after the expiration date of this contract.
11. Nonliability. Mount Vernon and its officers and employees shall not be deemed to assume any liability for intentional negligent acts of West Branch, its officers, or employees. West Branch shall hold Mount Vernon, its officers, and employees harmless from and shall defend Mount Vernon, its officers and employees against any claim for damages resulting therefrom. West Branch shall not assume any liability for direct payment of any salaries, wages, or other compensation to Mount Vernon personnel performing services hereunder for West Branch, or any liability other than provided in the Agreement. West Branch shall not be liable for compensation or indemnity to Mount Vernon for any Mount Vernon employee for injury or sickness arising out of their employment and Mount Vernon agrees to hold West Branch harmless from any such claim.
12. Third Party Claims. West Branch shall not be responsible for any act, injury, or damage arising out of the performance of this contract due solely to the fault or negligence of Mount Vernon. West Branch shall, however, be responsible for any act including acts of negligence, that cause claims to be made against or by Mount Vernon or a third party. Each Party shall be required to defend any action as their interests appear.
13. Consultation with West Branch. The Mount Vernon Police Chief shall make themselves available during normal working business hours to the West Branch City Administrator to discuss law enforcement services being provided to West Branch.
14. Jurisdiction. This agreement shall be interpreted under the laws of the State of Iowa. The Parties agree that any suit, action or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court in Linn County, Iowa, and the Parties consent to the jurisdiction of such court.
15. Entire Agreement. The Parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete Agreement between the Parties on the matter.

For the City of Mount Vernon:

Chris Hoshies
Signature

12/18/2023
Date

For the City of West Branch:

Roger Laughlin
Signature

12-21-23
Date