

RESOLUTION #7-6-2015D

A Resolution authorizing a 28E agreement between the cities of Mount Vernon and Lisbon for law enforcement assistance.

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #7-6-2015D

Resolution #7-6-2015D \_\_\_\_\_ on July 6, 2015 by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL  
MOUNT VERNON, IOWA

\_\_\_\_\_  
James L. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke  
Asst. Administrator/City Clerk

ORIGINAL

Law Enforcement Assistance Agreement between the Cities  
Of  
Mount Vernon and Lisbon

This Agreement is made and entered into this 22<sup>nd</sup> day of June, 2015, by and between the City of Mount Vernon and the City of Lisbon for their respective police departments.

**WHEREAS**, the parties wish and intend by this Agreement to set forth terms and conditions by which these two communities may provide law enforcement assistance to each, in a manner that is equitable for both communities.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises set forth herein, our two communities agree to the following:

1. The entities hereby enter into this agreement pursuant to Chapter 28E, Code of Iowa.
2. The respective departments will provide one or more of the following services: security, crowd control, traffic control, or other law enforcement services **as needed in connection with "emergency" calls for service (See attachment A)**. Each community may deny the request for services to meet the staffing needs of their respective police department.
  - A. Either community may request such assistance on an as needed basis, more specifically when one community does not have someone physically on duty. The community that has an emergency responses required will compensate the other department at a rate of \$50.00 per hour per officer for any portion of the 1<sup>st</sup> hour and \$50.00 per hour in 10 minute intervals (\$8.33) for any time spent after the 1<sup>st</sup> hour. It shall be the responsibility of the assisting department to provide appropriate documentation of time spent providing assistance to the requesting department.
  - B. The law enforcement personnel provided by the respective police departments as contemplated under this Agreement shall at all times be acting in his or her capacity as an employee of his or her department and not as an employee of the department receiving assistance. As such, each community shall be solely responsible for worker's compensation coverage, applicable IPERS expenses as well as withholding and payment of applicable payroll taxes related to compensation of respective police personnel for their services under this Agreement.

3. When police personnel assist the requesting agency under this Agreement, command responsibility of the law enforcement activity shall be the responsibility of the assisting department until such time that the requesting agency has an officer on scene.
4. The police personnel assisting the requesting agency under this Agreement shall have the same powers and authority as members of the requesting department.
5. It shall be the responsibility of each respective police department to pay for repairs and maintenance on cars and other equipment used by its own personnel while assisting the other community under terms of the Agreement. It shall be the responsibility of the appropriate requesting department, however, to reimburse the assisting police department for damages to cars and equipment loaned to the requesting department which such cars and equipment are not under the direct control of its own personnel.
6. The parties agree that each entity shall remain responsible for its own liabilities, damages, charges and expenses, and that neither shall by this agreement transfer liability to the other.
7. The responding officer of the department that requests assistance shall notify the assisting officer when services provided under this Agreement have concluded. Officers providing assistance shall operate under their respective department policy and procedures during times of assistance.
8. This Agreement does not cover those instances of commonly provided or mutual support but is primarily for those incidents when no one is on duty for the community needing emergency response.

This Agreement shall remain in effect for one year and shall continue in effect from year to year unless one of the parties provides written notice to the other no later than 90 days prior to the termination date. In the event that either respective community makes such notification, this Agreement shall be deemed terminated as of July 1 of that year.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

City of Mount Vernon, Iowa

City of Lisbon, Iowa

By: \_\_\_\_\_

By: Beryl O'Connor

Attest: \_\_\_\_\_

Attest: Carrie Merritt

Date: \_\_\_\_\_

Date: 6-23-15

## **Attachment A:**

### **Emergency Calls for Service**

#### Definition of e-mer-gen-cy:

A serious, unexpected, and often dangerous situation requiring immediate action. “your quick response in an emergency could be a lifesaver”  
synonyms: crisis, urgent situation, extremity, exigency

#### Types of emergency calls for service:

1. Life threatening medical ie. Heart attack, unconscious individual, seizure, other serious injury.
2. Active assault, domestic violence call
3. Suspicious person/Active school intruder/shooter.
4. Personal Injury crash
5. Other calls requiring immediate response to ensure public safety.