

# MUSCATINE POLICE DEPARTMENT

## MEMORANDUM

**TO:** Gregg Mandsager, City Administrator

**FROM:** Brett Talkington, Chief of Police

**SUBJECT:** City Council Agenda Item

**DATE:** 10-15-2012

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### **INTRODUCTION:**

The City of Fruitland has contracted Police services from the City of Muscatine for the last several years. The contract currently expired on July 2012.

### **BACKGROUND:**

This current contract had been in effect since July 1, 2009. The contract has since expired with the City of Fruitland. The contract needs to be renewed for continued police services to the City of Fruitland. The Muscatine Police Department provides 24/7 police coverage for the City of Fruitland.

### **RECOMMENDATION/RATIONALE:**

It is City Staff's recommendation that City Council renew the current contract for police services for the City of Fruitland. The contract will run from July 1, 2012 through June 30, 2015. It will then be reviewed for renewal.

**LAW ENFORCEMENT AND EMERGENCY SERVICE AGREEMENT  
BETWEEN THE CITY OF MUSCATINE, IOWA, AND THE CITY OF  
FRUITLAND, IOWA**

This Agreement is made pursuant to Chapter 28E of the Iowa Code between the City of Muscatine, Iowa, and the City of Fruitland, Iowa.

**SECTION 1. AUTHORITY.** The City of Muscatine, Iowa, acting through its city council, and the City of Fruitland, Iowa, acting through its city council, enter into this Agreement by virtue of the powers granted to them by Chapter 28E of the Iowa Code, the relevant provisions of which are hereby incorporated by reference.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to provide law enforcement and emergency services conducted by the Muscatine Police Department within the corporate city limits of the City of Fruitland, Iowa, as designated in this agreement.

**SECTION 3. SERVICE AREA.** The service area of this Agreement is within the corporate city limits of the City of Fruitland, Iowa.

**SECTION 4. TERM.** The term of this Agreement shall begin on July 1, 2012 and continue through June 30, 2015.

**SECTION 5. COMPENSATION.** The City of Fruitland agrees to pay the City of Muscatine, Iowa, for the service rendered under this Agreement, the amount of \$44,260 to be paid in quarterly payments of \$11,065 payable on July 1, 2012, October 1, 2012, January 1, 2013, and April 1, 2013, payments to be made at City Hall, 215 Sycamore Street, Muscatine, Iowa. For each of the remaining two years of Agreement, the amount to be paid for the services rendered will increase based upon the wage increase through the police union contract with the City of Muscatine, with a maximum increase of 4.0% per year. This amount will be paid in quarterly payments on the same date and month of each remaining term of this Agreement.

**SECTION 6. TERMS AND CONDITIONS.**

1. The Muscatine Police Department will provide all requested police services and have jurisdiction and enforcement authority to provide same, to the City of Fruitland. These services include but are not limited to, emergency and non-emergency calls for service, criminal investigations, traffic enforcement, animal control and enforcement of laws detailed within the Federal Code, Iowa Code, and the City Code of Fruitland.
2. The Muscatine Police Department will be directed by its appointed Chief of Police who will be the chief law enforcement officer during the time this agreement is in effect.
3. The Muscatine Police Department agrees to provide non-emergency dispatch services to its officers and the Animal Control Officer. 9-1-1 Emergency Dispatch services will be dispatched by Muscatine Communications (MUSCOM). This will include the dispatching of Fire and Medical Services.
4. The City of Fruitland agrees to prosecute at their expense those violations charged under the City Code of Fruitland.

5. Any property seized by the Muscatine Police Department within the City of Fruitland will be retained by the Muscatine Police Department pursuant to restrictions provided in the Iowa Code.
6. This agreement will be evaluated prior to July 1, 2015 by both entities.
7. The City of Fruitland agrees to hold harmless the City of Muscatine and its entities for any actions or inactions on the part of the City of Fruitland in the performance of said services and the City of Muscatine agrees to hold harmless the City of Fruitland for any actions or inactions on the part of the City of Muscatine in the performance of said services.
8. The City of Fruitland will not be required to provide police liability insurance, however, it is agreed that in the event the City of Muscatine is required to defend any claim as a result of providing these services, the City of Fruitland will reimburse the City of Muscatine for its deductible amount under the insurance policy carried by the City of Muscatine.

SECTION 7. TERMINATION. Either party to this agreement may terminate this agreement by giving written notice to the other at least ninety (90) days in advance of the date of termination. In the event that termination is other than the end of a fiscal year (June 30), the payment paid or due shall be pro rated to the effective date of such termination.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2012.

City of Muscatine, Iowa

By: \_\_\_\_\_  
DeWayne Hopkins, Mayor

\_\_\_\_\_  
Gregg Mandsager, City Clerk

City of Fruitland, Iowa

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

ATTEST:

\_\_\_\_\_  
City Clerk