

## ATTACHMENTS

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### **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, 2021 and continue through June 30, 2024.

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 \$56,110 to be paid in quarterly payments of \$14,027.50 payable on July 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022, 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, alarm response, criminal investigations, traffic enforcement, animal control and enforcement of laws detailed within the Federal Code, Iowa Code, and the City Code of Fruitland. Fruitland residents and businesses will need to apply for and obtain an alarm system permit in the same manner and with the same fees as Muscatine residents and businesses.
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.

4. The Muscatine Police Department will make adequate effort to have an officer in the City of Fruitland for 30 minutes each shift. This expectation may be adjusted based on officer availability and other activity in the City of Fruitland.
5. The City of Fruitland agrees to prosecute at their expense those violations charged under the City Code of Fruitland.
6. 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.
7. This agreement will be evaluated prior to July 1, 2024 by both entities.
8. The City of Fruitland agrees to hold harmless the City of Muscatine and its employees for any actions or inactions on the part of the City of Muscatine 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 Fruitland in the performance of said services.
9. 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 18 day of February, 2021.

City of Muscatine, Iowa

By:   
Diana Broderson, Mayor

  
Carol Webb, City Clerk



ATTEST:  
  
City Clerk

City of Fruitland, Iowa

By: \_\_\_\_\_  
Marty Hills, Mayor

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City of Muscatine, Iowa

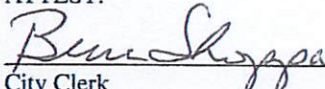
By: \_\_\_\_\_  
Diana Broderon, Mayor

\_\_\_\_\_  
Carol Webb, City Clerk

City of Fruitland, Iowa

By:  \_\_\_\_\_  
Marty Hills, Mayor

ATTEST:

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