

RESOLUTION NO. 1504

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT TO EMPLOY A SCHOOL RESOURCE OFFICER.

WHEREAS, the City of West Branch is concerned about the safety of students in the West Branch Community School District and dedicated to community policing; and

WHEREAS, the City Staff, in order to further the goals of the City Council worked with School Staff in order to create a 28E Agreement which included a provision for cost sharing additional community policing efforts in our schools; and

WHEREAS, the School Board agreed that a shared agreement to employ a school resource officer would improve the safety of students; and

WHEREAS, the School Board approved the 28E Agreement at their July 11, 2016 Board Meeting; and

WHEREAS, it is now necessary 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 is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of July, 2016.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the "City"); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as "School").

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to employ a School Resource Officer ("SRO") on the School properties and for special events as assigned by the School; and

WHEREAS, the SRO will be a member of the West Branch Police Department; and

WHEREAS, the School and SRO will collaborate to best use the resources of the SRO to benefit the School; and

WHEREAS, the School has agreed to reimburse the City for a portion of the time the SRO spends in the Schools; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the provision of a SRO to the Schools by the City.
2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School performance of the SRO and the payment in part by the School in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.
3. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

**4. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

- A. The City will provide to the School, an Iowa Law Enforcement Academy (ILEA)-certified law enforcement officer from the West Branch Police Department with National Association of School Resource Officers (NASRO) certification training to act as SRO.
- B. The SRO shall collaborate with the School administration, School staff, parents of District, students and the students themselves to assist the School in providing a safe and healthy learning environment for the staff and students.
- C. The school resource officer shall remain an employee of the City of West Branch Police Department and shall not be an employee of the West Branch Community School District. The West Branch Community School District acknowledges that the school resource officer will remain responsive to the command of the West Branch Police Department. At a minimum, the SRO will, during the school year, perform the following:
  - 1. Spend 10-12 hours per week in the School buildings.
  - 2. The SRO shall attend 10-15 winter and spring special events as assigned by the School, each event not-to-exceed two hours in length.

**5. PAYMENT OF COSTS.** Prior to July 1<sup>st</sup> of each year this Agreement is in effect, the City shall inform the Superintendent of the costs to be charged by the City for the SRO. Unless the Superintendent or Board of Directors objects to said cost within thirty (30) days, that cost will be the basis of payment for the next calendar year for services provided under this Agreement. The initial cost per hour for the SRO will be billed at \$22.32/hour.

- A. The School shall pay 50% of the cost of the SRO to the City for the tasks described in Section 4(C)(1) above.
- B. The School shall pay the City 100% of the costs of the SRO to the City for the tasks described in Section 4(C)(2) above.
- C. Said payment shall be made to the City within five (5) business days of the next regularly scheduled Board of Directors meeting.

**6. MODIFICATION OF AGREEMENT.** Modification of this agreement shall be made only by the consent of the West Branch City Council and the West Branch Community School District Board of Directors. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by both parties.

**7. TERM AND TERMINATION OF THIS AGREEMENT.** The initial term of this agreement shall commence on August 1, 2016 and shall terminate on July 31, 2017. This Agreement will automatically renew for another year terms until such time as either party gives the other party notice of termination by July 1<sup>st</sup> of each year this Agreement is in effect. Both parties to this agreement may also terminate participation upon sixty days' notice to the other party of the agreement.

**8. NOTICES.**

All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:

West Branch Community Schools  
148 N. Oliphant Street  
West Branch, Iowa 52358  
ATTN: Superintendent

For the City:

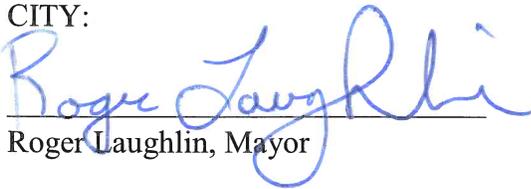
City of West Branch  
110 N. Poplar Street  
West Branch, Iowa 52358  
ATTN: City Administrator

**9. INDEMNITIES.** Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

**10. FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this 20<sup>th</sup> day of July, 2016.

CITY:

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

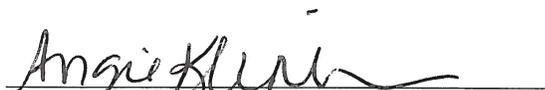
  
\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

Executed and approved this 11 day of July, 2016.

SCHOOL:

  
\_\_\_\_\_  
Mike Colbert, Board President

ATTEST:

  
\_\_\_\_\_  
Angie Klinkhammer, Board Secretary