

CONTRACTS

Name of Contract:

City of Lancaster

Date:

3/24/18

School:

West & Dist Office

Sponsor:

R. Scott

Purpose of Contract:

Assignment of School Resource Officer

Amount:

\$

To Be Determined

☒ Payable

☐ Receivable

Type of Signature Required:

☐ Stamped: Receivable

☐ Consent Agenda: (\$25,000-\$50,000)

☐ Stamped: Less than \$25,000

☒ Board Action: (Over \$50,000)

☐ Stamped: Non-Monetary

☐ Board Action: Change Order >\$25,000

Reviewed by:

M. Janga

☐ Cover letter attached for board action

* Total costs for salaries & benefits = \$263,711.38.
We do not have the amount for 2018-19.



City of Davenport

226 West Fourth Street • Davenport, Iowa 52801
Telephone: 563-326-7711 TDD: 563-326-6145
www.cityofdavenportiowa.com

March 13, 2018

Mr. Art Tate, Superintendent
Davenport Community School District
1606 Brady Street
Davenport, IA 52803

RE: 28D Intergovernmental Agreement

Mr. Tate:

Enclosed is the 28D Intergovernmental Agreement for the Liaison and School Resource Officers which was approved by the City Council on February 28. Please have this agreement signed on the last page where indicated, keep a copy for your files, and return the original to my attention for our records.

Thank you for your assistance. If you have any questions, please feel free to call me at 563-326-7789.

Sincerely,

Kathe Watson-Arnould
Administrative Assistant
to the CFO/Assistant City Administrator

/kwa

Enclosure



INTERGOVERNMENTAL 28D AGREEMENT
BETWEEN THE
DAVENPORT COMMUNITY SCHOOL DISTRICT
AND THE
CITY OF DAVENPORT

Pursuant to Iowa Code Chapter 28D, this agreement is made and entered into by and between the Davenport Community School District (hereinafter referred to as "DCSD") and the City of Davenport (hereinafter referred to as "City").

Statement of Purpose

The purpose of this agreement is to affect an interchange of personnel between the above-named governmental subdivisions in an effort to address and resolve some public concerns through intergovernmental cooperation; specifically, this agreement provides for the assignment of a police officer from the City of Davenport to act as a DCSD liaison officer and a police officer to be assigned to West High School as the School Resource Officer.

Authority

This agreement is entered into pursuant to the provisions of Chapter 28D of the Iowa Code entitled "Interchange of Federal, State, and Local Government Employees."

Term of Agreement

Said officers will be assigned to the DCSD during the academic school years which begin in August 2017 and August 2018 for academic school years 2017-2018 and 2018-2019. However, during the academic calendar school year when classes are not in session as a result of designated holidays, vacation days, in-service days, non-attendance days, or similar days said officers shall be assigned to relevant district special projects or the Services Division under the direct supervision of the Crime Prevention Bureau Lieutenant within the Davenport Police Department. Either party may terminate this agreement by providing ninety (90) days written notice to the other party. Unless renewed, this agreement automatically terminates at the conclusion of the 2018-2019 school year. This agreement may only be modified by mutual agreement of the parties in writing.

Selection of Liaison Officer and School Resource Officer

Should officers who are not already in place and will be serving as the liaison officer and school resource officer between the City and the DCSD be needed, they will be interviewed by a selection panel comprised of members of the Davenport Police Department and DCSD. At the conclusion of the interview process, a list of possible candidates will be submitted with collaboration from the DCSD.

Status of Liaison Officer and School Resource Officer

The liaison officer and school resource officer will be considered on detail to regular work assignment of the Davenport Police Department, entitled to the same salary and benefits to which he or she would

otherwise be entitled and shall remain an employee of the City for all other purposes except that the supervision of his or her duties during the period of detail shall be as provided for hereinafter.

Supervision

The liaison officer and school resource officer assigned to this position by the City shall be under the general supervision of the Davenport Police Department and will conduct himself or herself in accordance with all federal, state, and local laws and the current general orders of the Davenport Police Department. In accordance with the foregoing, the DCSD will assign the liaison officer and school resource officer daily activity during the time the schools and classes are in session, but it will not interfere in the officers' lawful execution of his or her duties as law enforcement officers for the City. When schools are not in session and classes are not being held, the liaison officer and school resource officer will be under the direct supervision of the Services Division Crime Prevention Bureau Lieutenant within the Davenport Police Department.

During the time of a declared city or state emergency, the officers will perform the duties of a police officer for the City of Davenport and will be reassigned from the DCSD to the City for the duration of the declared emergency.

The DCSD may provide the Davenport Police Department with a weekly staffing agenda for the officers' work and shall also provide a work station within the school building for the officers' use and may provide on-site office equipment for the officers' use. All standard or customary law enforcement equipment shall be provided by the Davenport Police Department or the liaison officer and school resource officer pursuant to the officers' employment agreement with the city. The officers will provide the lieutenant commander with a daily summary via the commander's log of the activities the officers have performed for the DCSD. The officers shall provide services to the DCSD including, but not limited to, enforcement of state and local laws, safety consultation and planning, assist with and respond to and investigate incidents, and train school staff on safety measures, etc. The officers shall be considered an employee of the city for purposes of Iowa Code 670.8.

Law Enforcement Training and Activities

The parties agree that the liaison and school resource officers shall be allowed to attend mandatory training in order to retain his or her law enforcement officer certification or continuing education as required by state law and regulation and Davenport Police Department.

Financing of Liaison Officer and School Resource Officer Position

The City shall pay and shall provide the salary and benefits to the liaison and school resource officer. The DCSD shall reimburse the City all of said salary and benefits paid to the officers by the City. The City shall bill DCSD for the costs of the salary and benefits of the officers' positions.

Liability

Except as provided in Sections 28D4(4) and 28D6(4) of the Code of Iowa which are specifically related to workers' compensation, each party agrees to waive, indemnify, and hold harmless the other party against any and all claims of compensation for damage or loss of any equipment or property, and for

personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement.

Each party shall be responsible for all losses, liabilities, costs, expenses, lawsuits, actions, claims, and demands whatsoever, including without limitation all judgments and attorney fees and other expenses caused by or attributed to its personnel or property while in the performance of this agreement. In the event of a joint liability of the parties, liability of each party shall be determined by comparative fault under Iowa law.

In witness whereof, the parties have duly executed this agreement on this 28th day of February, 2018.

DAVENPORT COMMUNITY SCHOOL DISTRICT

President, DCSD School Board

CITY OF DAVENPORT



Frank J. Klipsch, Mayor

#2018-81