RESOLUTION #8-18-2014B

A Resolution authorizing agreement establishing mutual aid law enforcement services between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services, and authorizing local officials to perform thereunder.

Motion made by _____, seconded by _____ to _____ Resolution #8-18-2014B.

Resolution #8-18-2014B. _____ on August 18, 2014, 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

Agreement

An agreement establishing mutual aid law enforcement services between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services, and authorizing local officials to perform thereunder.

WHEREAS, Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services are so located that it is to the advantage of each to extend aid to the others in respect to law enforcement services, and

WHEREAS, it is recognized that the use of peace officers to perform police or peace officers' duties outside the territorial limits of the governmental unit where such officers are regularly employed may be desirable and imperative under certain circumstances to preserve and protect the public health, safety, welfare, and

WHEREAS, Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services hereafter referred to as governmental agencies, deem mutual aid law enforcement service to be in the best interests of the communities, and

WHEREAS, the undersigned governmental agencies desire to participate under a mutual aid law enforcement service plan with said other governmental agencies according to the terms and conditions hereinafter set forth, and

WHEREAS, said governmental agencies consider authority exists under Chapters 28D &28E of the Iowa Code to enter into a mutual aid agreement to jointly perform the services hereafter enumerated:

NOW THEREFORE IT IS AGREED between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services to participate in a program of mutual aid law enforcement service under the provisions of Chapter 28E of the Code of Iowa, in accordance with the following terms and conditions:

1. **Authorization** Each agency does hereby authorize and direct its police chief, its sheriff, the director or the respective person commanding in their absence to render and request mutual law enforcement aid to and fro the other cities and counties, as the case may be, to the extent of available personnel and equipment not required for adequate protection of the governmental agency rendering aid. The judgment of the director, police chief and sheriff or officer commanding in his/her absence, of each governmental agency rendering aid as the amount of personnel and equipment available shall be final.
2. **Power of Authority** Peace officers/employees who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the unit which regularly employs such officers shall be under the direction and authority of the local commanding officer of the governmental agency to which they are called to perform duties, and shall be personnel of such governmental agency for purposes of final authority

to perform such services (except as provided in paragraph 5 hereof). They shall have all powers and authority of peace officers in such jurisdiction as provided by law, including the power of arrest.

3. **Compensation** Mutual aid law enforcement service shall be rendered without charge to a member of this agreement; provided, however, that as a result of having furnished aid, should the assisting governmental agency be required to seek assistance from another non-member governmental agency or authority, which imposes a charge for same, then in that event, the governmental agency originally seeking such aid shall reimburse the assisting governmental agency in an amount equal to the charge imposed upon the assisting governmental agency by the non-member authority assisting it.

4. **Rules and Regulations** The police chiefs, the sheriffs and the director of the member governmental agencies to the agreement shall establish uniform rules and regulations for giving and receiving aid, subject to the approval of the governing body of each member governmental agency. A copy thereof shall be filed with the clerk and auditor of each member governmental agency. The rules and regulations may be revised and amended from time to time by the police chiefs, sheriffs and director upon their unanimous agreement, subject to the approval of the governing body. Each revision or amendment shall be filed with the clerk and auditor of each member governmental agency to this agreement.

5. **Liability** All wages and disability payments, pension and workmen's compensation claims and benefits, damage to equipment and clothing, and medical expense and all other claims and benefits in connection with duties outside the jurisdiction in accordance with terms of this agreement shall be the responsibility of the governmental agency regularly employing such peace officers.

6. **Effective Date of Agreement** This agreement shall become effective between governmental agencies upon the date of passage and execution by the last governmental agency which is a party to this agreement. The clerk, auditor or chief administrator of each member shall furnish the other member agencies copies of the resolution approving the agreement and authorizing execution, and a signed copy of the agreement shall be furnished to each party to the agreement.

7. **Reservation to Recall** The governmental agency herewith furnishing personnel and equipment to another governmental agency or agencies in accordance with the terms of this agreement shall have the right to recall personnel and equipment while the same are in service with the governmental agency or agencies being assisted at any time the sheriff, police chief, director or respective person commanding in their behalf determines that there is need for such personnel and equipment , or part thereof, in the jurisdiction of the governmental agency furnishing the assistance. Upon notification of the sheriff, police chief, director of person commanding in their behalf, of the governmental agency being assisted, such police chief, sheriff, director of commanding person shall release the personnel or equipment designated by the appropriate authority of the governmental agency furnishing the assistance either immediately or at such time designated by the authority of the governmental agency furnishing said assistance. The sheriff, police chief, director or commanding person releasing such people and equipment shall order same to report at time and place designated by authority of the governmental agency requesting said release.

8. **Termination** The agreement shall remain in full force and effect indefinitely until such time as a member governmental agency passes a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of

passage of such resolution. However, said agreement shall continue in force between other governmental agencies not termination until same is likewise terminated by the remaining members.

9. **Purpose** The purpose of this agreement and joint undertaking is to provide a mutual aid law enforcement service for the benefit of the governmental agencies participating hereunder, all as more particularly set forth in the preamble and the terms of this agreement.
10. **Financing** All financing will be handled by the individual agencies in the same manner for the respective expenditures for personnel and equipment as is now done independently, and no joint financing or manner of financing is necessary to be established by the terms of this agreement.
11. **Disposition of Property** It is not required to set forth a method or methods to be employed for disposition of property upon partial or complete termination, as hereinbefore authorized, for authorized, for the reason that all property will continue to be under the respective jurisdiction of the governmental agency owning same.
12. **Filing, Recording and Approval** this agreement shall be filed with the Secretary of State and recorded with the County Auditors. That further, each member governmental agency to this agreement shall be responsible to obtain such approval on its behalf as may be required under chapter 28E of the 1993 Iowa Code, as amended.

NOW THEREFORE IT IS AGREED, between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7th Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services to participate in a program of mutual aid law enforcement service under the provisions of Chapter 28D of the Code of Iowa, in accordance with the following terms and conditions:

1. **Terms and Conditions** the terms and conditions of this agreement are the same as set forth in paragraphs 1-12 of the preceding agreement except as set forth below.
2. **Additional Terms** Pursuant to section 28D.3 of the Code of Iowa no employee shall be assigned or detailed under this portion of this agreement without the employee's expressed consent or by using undue coercion to obtain said consent. Details relating to any matter covered by this portion of this agreement may be the subject of an agreement between the sending and receiving agencies.

This agreement filed and dated by the respective parties as follows:

Dated this _____ day of _____, 2014

Cedar County

_____

Sheriff

_____

Chairperson Cedar County Board of Supervisors

_____

Cedar County Auditor

Dated this _____ day of _____, 2014

City of Tipton

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of West Branch

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of Clarence

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of Mechanicsville

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of Durant

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of Lisbon

_____

Mayor

_____

City Clerk

Dated this _____ day of _____, 2014

City of Mount Vernon

_____

Mayor

_____

City Clerk