



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

1/a
02/23/16

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3/2/2016 11:25:57 AM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Woodbury County, Iowa	County	Woodbury
Party 2	City of Merville, Iowa	City	Woodbury
Party 3			
Party 4			
Party 5			

*Enter "Other" if not in Iowa

Item 2. The type of Public Service included in this agreement is: 110 Police Protection
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 Provide for Law Enforcement Mutual Aid and Emergency/Disaster Response

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: _____

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Wieck FIRST Name Todd

Title Major Department Major

Email twieck@woodburycountyiowa.gov Phone 7122796010

**MOVILLE/WOODBURY COUNTY 28E AGREEMENT FOR LAW ENFORCEMENT MUTUAL
AID and EMERGENCY/DISASTER RESPONSE**

This Agreement made on the 3rd day of February, 2016, by and between the City of Merville, Iowa, (herein "City"), and Woodbury County (herein "Woodbury Co.").

Recitals

The City of Merville, Iowa, and Woodbury County, Iowa are separate governmental entities which provide law enforcement protection and other services within their respective jurisdictions. The parties have in the past cooperated in providing requested assistance from the other jurisdictions in emergency and nonemergency situations on a case by case basis. The parties further acknowledge that situations will continue to arise in the future when cooperate efforts will be needed between the law enforcement and other public agencies of the respective governmental entities. The parties' desire at this time to enter into a more formal mutual aid and emergency/disaster agreement which defines rights and responsibilities of the parties when providing requested assistance to other agencies are clarified.

Definitions

The terms as used in this Agreement shall have the following meaning:

1. "Requesting agency" shall mean the law enforcement or other public service agency of the jurisdiction requesting aid within its territorial limits.
2. "Responding agency" shall mean the law enforcement or other public service agency of the jurisdiction supplying aid outside its territorial limits.
3. "Organized Civic Event" shall mean an annual or semiannual fair, festival, and/or celebration.
4. "Scheduled Special Event" shall mean an event which is not an annual or semiannual event or occurrence such as RAGBRAI or an historical commemoration.
5. "Shift work" shall mean regularly occurring patrol or investigative duties normally assigned in eight (8), nine (9) or ten (10) hour increments for which law enforcement officers are regularly employed to work by a law enforcement agency.
6. "Calls for service" shall mean routine requests for law enforcement services including responding to citizen calls, taking reports, and performing other generally nonemergency law enforcement duties.
7. "Employing agency" shall mean the department which is the primary employer of the law enforcement officer or public employee.
8. "Emergency assistance" shall mean requests for assistance where the lives of the public or other law enforcement officers are in danger and include but are not limited to assisting with search and rescue operations, standoff situations or other incidents where additional personnel, law enforcement officers, or equipment are needed to aid in restoring order or assisting in a natural or man-made disaster or assisting in an arrest in an emergency situation.

Agreement

I. Requesting Agency Obligations

- (a) The requesting agency shall contact the ranking officer or department employee on duty for the responding agency to request assistance and shall provide the ranking officer or employee with the number of officers or employees requested, the type of equipment requested and the estimated time that the officer(s) or employee and/or equipment will be required to assist the requesting agency during the emergency.
- (b) The requesting agency shall assume liability for loss or damage to equipment supplied in response to the request for assistance.
- (c) It is understood that the requesting agency shall assume command authority over the responding officer(s) utilizing the NIMS. A member of the responding agency will be afforded a position in the unified command/incident command, however, it is agreed that no officer or employee shall be ordered to perform actions which are in direct conflict with the training, standard operating procedures or policy directives of his/her employing agency.
- (d) The responding law enforcement officer(s) shall be given by the requesting agency the same authority as to law enforcement matters as sworn members of the requesting agency within its jurisdiction.
- (e) The requesting agency shall be responsible for reimbursing the responding agency for all lost or damaged equipment.
- (f) Requests for nonemergency assistance for organized civic events or special scheduled events shall be handled as set forth in Section III, Miscellaneous Provisions.
- (g) This Agreement expressly excludes requests for assistance in filling shift work.

II. Responding Agency Obligations

- (a) The responding agency shall respond to the request for emergency assistance in a timely fashion and shall provide the requesting agency with an estimate of the time needed to comply with the request for assistance.
- (b) The responding agency shall not be obligated to respond to a request for emergency assistance if doing so would endanger the lives, property or safety of the citizens of the responding agency's jurisdiction.
- (c) The responding agency shall not be obligated to provide assistance to the requesting agency in filling regular shift work.
- (d) The responding agency will not be responsible for providing officer(s) to answering routine calls for service when the requesting agency does not have sufficient officers on duty to cover the calls.
- (e) The responding agency has the ability to review the request for assistance and evaluate their ability to respond to the request.

- (f) In the event the responding agency would have a higher priority incident occur within their own jurisdiction, the responding agency has the right and ability to recall personnel and equipment necessary to meet its own obligations.
- (g) The responding agency when acting outside its normal jurisdiction, shall promptly submit its reasonable charges for payment to the requesting agency.

III. Miscellaneous Provisions.

- (a) This Agreement does not apply to providing assistance with regular nonemergency shift work and each department's and/or agency's policy directives regarding secondary employment are not waived by entry into this Agreement.
- (b) It is agreed that off-duty officers or employees from any of the undersigned jurisdictions may work organized civic events or scheduled special events at the request of the hiring agency and subject to the approval of the employing agency and that while doing so the off-duty officer or employee is not acting as an employee of primary employing agency and all liability for the officer or employee's actions while performing the off-duty work shall be the responsibility of the agency hiring the off-duty officer or employee to work the organized civic or scheduled special event.
- (c) The duration of this Agreement shall be continuous until terminated by either party. Any party may terminate this Agreement upon 120 days' written notice to the other parties to this Agreement.
- (d) No separate legal entity shall be created as a result of this Agreement.
- (e) Each party shall finance its obligations herein from its current revenues. No separate budget shall be created.
- (f) Each party shall separately acquire, hold and dispose of its own property relative to this Agreement.
- (g) The Woodbury County Sheriff and the Merville Police Chief shall jointly administer this Agreement.

(h) Any notice regarding this Agreement shall be sent to the following person by certified mail:

To Movable: Mayor
City of Movable
P. O. Box 420
Movable, IA 51039

To Woodbury County: Woodbury County Board Chair
Courthouse
620 Douglas Street
Sioux City, IA 51101

To Woodbury County: Woodbury County Sheriff
407 7th St
Sioux City, IA 51101

(i) This Agreement supersedes all prior agreements for law enforcement mutual aid and shall be effective upon the parties' approval by resolution, authorized signature of this Agreement, and filing with the Secretary of State.

CITY OF MOVILLE, IOWA

By:

Attest:

WOODBURY COUNTY SHERIFF, IOWA

By:

WOODBURY COUNTY BOARD CHAIR

By:

WOODBURY COUNTY BOARD AUDITOR

Attest: