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

This Agreement is made pursuant to statutory authority granted to the parties pursuant to Iowa Code section 285E.4 by and between the City of Sergeant Bluff, Iowa, (herein "City"), and Woodbury County (herein "Woodbury Co.").

Recitals

The City of Sergeant Bluff, 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 non-emergency 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 response agreement which defines and clarifies rights and responsibilities of the parties when providing requested assistance to other agencies.

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 semi-annual fair, festival, and/or celebration.

4. "Scheduled Special Event" shall mean an event which is not an annual or semi-annual 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 non emergency 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 manmade disaster or assisting in an arrest in an emergency situation.

Agreement

I. Emergency Assistance - Requesting Agency Obligations

- (a) The requesting agency shall contact the ranking officer or department employee on duty for the responding agency to request emergency assistance and shall provide the ranking officer or employee with the number of officer(s) or employee(s) requested, the type of equipment requested and the estimated time that the officers or employees and/or equipment will be required to assist the requesting agency during the emergency/disaster response.
- (b) The requesting agency shall assume liability for loss or damage to equipment supplied in response to the request for emergency assistance. The requesting agency shall be responsible for reimbursing the responding agency for all lost or damaged equipment.
- (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)

II. Emergency Assistance - 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 has the ability to review the request for assistance and evaluate their ability to respond to the request.
- (c) 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.
- (d) The responding agency shall not be obligated to provide assistance to the requesting agency in filling regular shift work.
- (e) 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.
- (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. Non-Emergency Assistance

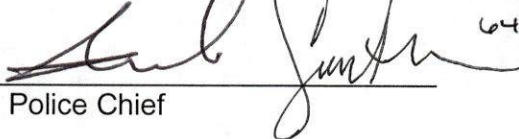
- (a) This agreement does not apply to providing assistance with regular non-emergency shift work.
- (b) Each department's and/or agency's policy directives regarding secondary employment are not waived by entry into this agreement.
- (c) It is agreed that off-duty officers or employees from either of the undersigned jurisdictions may work organized civic events or scheduled special events at the request of the agency hiring the off-duty officer or employee and subject to the approval of the primary employing agency. While performing services requested for organized civic events or scheduled special events, the off-duty officer or employee is not acting as an employee of the primary employing agency and all liability for the officer or employee's wages and 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.

IV. Duration and Termination

- (a) The duration of this Agreement shall be continuous until terminated by either party.
- (b) Either party may terminate this Agreement upon 120 days written notice to the other party to this agreement.

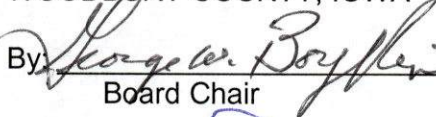
V. Organization, Administration and Financing

SERGEANT BLUFF POLICE CHIEF

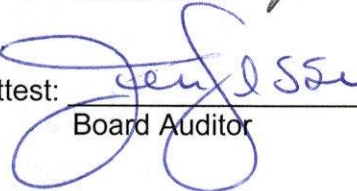
By:  64-1
Police Chief

Date: 5/14/14

WOODBURY COUNTY, IOWA

By: 
Board Chair

Date: 6-17-14

Attest: 
Board Auditor

Date: 06/17/14

WOODBURY COUNTY SHERIFF

By: 
Sheriff

Date: 06/19/14

RESOLUTION NO. 14-28

with attachment

**RESOLUTION TO APPROVE 28E AGREEMENT BETWEEN THE CITY OF
SERGEANT BLUFF, IOWA AND WOODBURY COUNTY RELATING TO
LAW ENFORCEMENT MUTUAL AID AND EMERGENCY/DISASTER
RESPONSE**

WHEREAS, Iowa Code Chapter 28E specifically allows a public agency of the State to contract with another for joint or cooperative action to exercise any power, privilege, or authority which the public agency possesses or has been granted; and

WHEREAS, Woodbury County and the City of Sergeant Bluff, Iowa are separate public agencies as defined in Iowa Code Chapter 28E which desire to enter into an agreement to contract for criminal justice information services; and

WHEREAS, there is currently in place a 28E Agreement Relating to Law Enforcement Mutual Aid; and

WHEREAS, the parties have agreed to amend their agreement to set the terms for interaction between the public agencies; and

WHEREAS, there is attached hereto and made a part hereof, a 28E Agreement Relating to Law Enforcement Mutual Aid and Emergency/Disaster Response, which agreement should be approved as to form and content.

Now, therefore, be and it is hereby resolved by the City Council of the City of Sergeant Bluff, Iowa, that the City makes the following findings:

1. The 28E Agreement between Woodbury County and the City of Sergeant Bluff, Iowa, Relating to Law Enforcement Mutual Aid and Emergency/Disaster Response is approved as to form and content;
2. The Mayor and Clerk are hereby authorized and directed to execute said 28E Agreement for and on behalf of the City of Sergeant Bluff, Iowa; and
3. The City Attorney is directed to confirm that the agreement is recorded and submitted to the Secretary of State for filing.

Passed by the City Council of the City of Sergeant Bluff on the 13th day of May, 2014, and approved this 13th day of May, 2014.



MAYOR OR MAYOR PRO TEM

Attest:



City Clerk

I, Renee Fangman, City Clerk, do hereby certify that the foregoing Resolution No. 14-28 was duly and properly adopted by the City Council and the City of Sergeant Bluff, Iowa at its regular meeting the 13th day of May, 2014.


CITY CLERK