

COUNCIL ACTION FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR COMBINED LAW ENFORCEMENT OPERATIONS

BACKGROUND:

Iowa law allows emergency mutual aid among law enforcement agencies. The City of Ames has had such a mutual aid arrangement with Iowa State University and the Story County Sheriff's Office since 1997. The agreement allows officers in these overlapping jurisdictions to assist one another, allows agencies to provide support during times of high demand for services, and allows agencies to provide staffing for public events.

In a review of the agreement, the agencies recognized that there may be times when it is beneficial to include other Story County communities in this agreement. In addition to Ames, Story County and ISU, the updated agreement now also includes the cities of Nevada, Huxley and Story City, as well as Story County Conservation.

This agreement is not intended to displace the jurisdictional responsibility of each agency. Each agency retains responsibility for officers' actions as well as its own equipment, supplies and other costs. While this agreement does allow officers to assist one another during day-to-day operations in the field, larger and more complex commitments of resources are still subject to administrative review.

ALTERNATIVES:

1. Approve the attached Intergovernmental Agreement for Combined Law Enforcement Operations.
2. Do not approve the attached agreement and request changes to the agreement for the various participating agencies.
3. Do not approve the Intergovernmental Agreement for Combined Law Enforcement Operations, thus maintaining the existing three-party agreement.

CITY MANAGER'S RECOMMENDED ACTION:

The day-to-day work of the Police Department may lead officers into situations with overlapping or adjacent jurisdictions involving ISU Police, Story County Sheriff's deputies or Nevada Police. In addition, some University special events may involve officers from outlying agencies in situations which overlap with the City. Occasionally this agreement is used to bring in an independent investigator when an agency may have a potential conflict of interest. It is to the City's advantage to have an agreement in

place under which these incidents can be addressed, and under which an administrative understanding of agency responsibilities for these interactions can occur.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

INTERGOVERNMENTAL 28E AGREEMENT FOR
COMBINED LAW ENFORCEMENT OPERATIONS

THIS AGREEMENT, made by and among the County of Story, Iowa, the City of Ames, Iowa, the City of Nevada, Iowa, the City of Story City, Iowa, the City of Huxley, Iowa, Story County Conservation, and Iowa State University of Science and Technology, with their respective law enforcement agencies, the Story County Sheriff's Office, the Ames Police Department (hereinafter "Ames PD"), the Nevada Public Safety Department (hereinafter "Nevada PD"), the Story City Police Department (hereinafter "Story City PD"), the Huxley Police Department (hereinafter "Huxley PD"), Story County Conservation Public Safety (hereinafter "Story County PS"), and the Iowa State University of Science and Technology Department of Public Safety (hereinafter "ISU DPS"), (hereinafter collectively "the Parties"), is entered into to permit combined law enforcement activities within their boundaries pursuant to Chapter 28E of the Iowa Code, providing as follows:

I. PURPOSE

WHEREAS, this Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this Agreement;

WHEREAS, the undersigned entities provide law enforcement services to their respective constituents; and

WHEREAS, the Parties recognize that in certain situations, the use of law enforcement officers and other law enforcement employees to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the Parties recognize that there are certain types of criminal activities or trends that are a local, regional, state, and/or national problem involving violations of laws that cross political jurisdictional lines and that law enforcement officers from the jurisdictions listed in this Agreement may be called to render assistance to officers and/or become independently involved in law enforcement activities outside of their respective political subdivision or institution. The parties further recognize that there are certain prearranged law enforcement tasks that may be planned which will involve participation of law enforcement officers from all Parties and that these tasks may take place outside of their respective subdivision or institution; and

WHEREAS, the Parties recognize that there are certain criminal activities or investigative tasks that the officers identified in this Agreement may become independently involved in outside of their jurisdiction without participation of any officers of the jurisdiction where those activities are taking place.

IT IS, THEREFORE, the purpose of this Agreement to permit the Parties, through their respective law enforcement agencies, to share personnel for the purpose of combined routine patrol, investigations, and any other law enforcement related activities as the Parties deem appropriate.

II. NATURE OF AGREEMENT

This Agreement is made pursuant to Chapter 28E, Code of Iowa. This Agreement is to permit joint law enforcement activities by the Parties. No separate legal entity is established by this Agreement. Each Party shall independently finance and budget for its activities under this Agreement. No real or personal property will be purchased, held or disposed of in the performance of this Agreement.

III. MUTUAL AID

Mutual aid means a voluntary exchange of services, personnel, and/or equipment among the Parties.

Mutual aid may be provided between and among the Parties during a natural disaster, public disorder, State emergency, other emergency, or routine police work when it would best serve the interests of the Parties and public within the respective jurisdictions.

All law enforcement personnel employed by each party shall have authority to render mutual aid at the request of personnel from another party's law enforcement agency unless such authority is revoked or restricted by a commanding officer of either agency. Such revocation or restriction may be made at any time, but not without first notifying the requesting party. A request for aid may be made through commanding officers, through law enforcement dispatchers or directly from one officer to another. In any case where mutual aid is rendered, every officer involved shall report the extent of aid rendered to their respective commanding officers.

IV. AUTHORITY OF PARTICIPATING OFFICERS

The officers designated pursuant to this Agreement shall have full powers as peace officers when participating in the law enforcement activities identified in this Agreement anywhere in the jurisdictions of the participating agencies. However, they shall have no greater authority than they have when in their employing jurisdiction or institution.

The Police Chief of the City of Ames, the Sheriff of Story County, the Police Chief of Nevada, the Police Chief of Story City, the Police Chief of Huxley, the Director of Public Safety for Story County Conservation, and the Assistant Vice President/Chief of Police for the Department of Public Safety at Iowa State University, or any officer commanding in their absence, shall retain full command of and authority over officers employed by their respective agencies at all times, even while in the process of rendering mutual aid, unless specific orders to the contrary are issued by the officer's commander. A delegation of command authority to another agency shall not relieve the delegating Party from its obligations to hold harmless and indemnify the other Parties to this Agreement as set forth below.

V. COMPENSATION

It shall be the responsibility of each party to this agreement to provide compensation to its own personnel and to provide appropriate insurance for its personnel who may suffer injury, disability, or death in the performance of official duties while assisting the other party under the

terms of this Agreement. No participating law enforcement agency shall be required to compensate officers of another agency.

Each party to this Agreement shall be responsible for the issuance of, repairs, and maintenance on its own vehicles and other equipment.

VI. LIABILITY

Employees or volunteers of any party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other party.

Each party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement unless such loss, damage, injury, or death arises from the negligent or willful misconduct of a party. Each party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury and death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury, or death occurs at an emergency in the party's own jurisdiction or in the jurisdiction of the other party unless such damages, injury, liability, or death arises from the negligent or willful misconduct of a party. Nothing in this Agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

A party shall hold harmless and indemnify the other parties from any liability to third parties arising out of its negligent or willful misconduct, or arising from the execution of a specific command or order pursuant to this Agreement. Nothing in this Agreement shall prevent or limit any party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective party and nothing herein shall be so construed. Each party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

VII. RULES AND REGULATIONS

The commanding officers of the participating law enforcement agencies are authorized to establish the operational rules and regulations for the law enforcement officers' conduct pursuant to this Agreement, covering such matters as administrative duties and command responsibility for the personnel and equipment involved.

Unless otherwise agreed by the respective parties to a specific case, the party requesting mutual aid shall be responsible for original case preparation and filing criminal charges, if any. In cases where this agreement is invoked to address potential or perceived conflict of interest, the party leading the investigation will be responsible for case preparation and filing of criminal charges. The secondary party shall provide supplementary reports as needed. Both parties shall maintain their respective copies of criminal reports generated by a mutual aid request.

A sworn officer making an arrest shall be responsible for maintaining custody and writing reports generating from the arrest. If the arrest is based on officer observation or investigation, that officer must file the appropriate criminal charge(s) (citation of complaint) with the appropriate courts.

Officers responding outside of their jurisdiction will notify the agency whose jurisdiction they are entering as soon as possible of the criminal activity.

VIII. TERM

The term of this Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body and continue until terminated as provided herein. The term of this Agreement shall end on February 28, 2028, unless previously terminated as provided herein.

This Agreement may be terminated at any time by the mutual agreement of all parties or by the political entity authorizing this agreement by furnishing written notice to the other agencies of the termination. All Parties to this Agreement must provide 90 days notice prior to terminating participation in this Agreement. This Agreement would remain in effect as to the non-terminating agencies, and an amendment to the Agreement made and filed. .

IX. AMENDMENTS

This Agreement represents the entire agreement of the parties. This Agreement is not intended to supersede any prior agreements between participating agencies or prevent any of the Parties from adopting other agreements relating to cooperative law enforcement activities. Any amendments must be in writing, approved by the governing bodies of all Parties, and executed by the authorized representatives of all Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

X. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

XII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

XIII. AUTHORITY

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates given below.

IOWA CODE CHAPTER 28E AGREEMENT
COUNTY PARTIES TO AGREEMENT

Story County, Iowa

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
County Auditor

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

City of Ames, Iowa

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

City of Nevada, Iowa

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

City of Story City, Iowa

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

City of Huxley, Iowa

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IOWA CODE CHAPTER 28E AGREEMENT
COUNTY PARTIES TO AGREEMENT

Story County Conservation

By: _____
Chairman, Board of Directors

Date: _____

ATTEST:

By: _____

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

Iowa State University

By: _____

Senior Vice President

Date: _____

By: _____

Michael Newton
Assistant Vice President/Chief of Police

Date: _____