

MUSCATINE POLICE DEPARTMENT

MEMORANDUM

TO: Gregg Mandsager, City Administrator

FROM: Brett Talkington, Chief of Police

SUBJECT: City Council Agenda Item

DATE: December 30, 2013

INTRODUCTION:

The Muscatine Police Department and the Muscatine Sheriff's Department have a 28 E Mutual Aid Agreement that has been in place for many years. We are looking to update the current agreement.

BACKGROUND:

The Muscatine Police Department and the Sheriff's Department have an agreement that states that either department may request assistance from one another for situations requiring law enforcement action or response beyond the capabilities of the requesting agency. The Muscatine Police Department will respond within 2 miles of the City of Muscatine boundaries by direct authorization of the watch commander or commanding officer. A response of more than 2 miles beyond the City of Muscatine boundaries must have the authorization of the Chief of Police or another command officer in his or her absence.

RECOMMENDATION/RATIONALE:

The Muscatine Police Department requests that the City Council renew the 28 E Agreement with the Muscatine Sheriff's Department.

**LETTER OF UNDERSTANDING – MUTUAL AID,
Between Muscatine Police Department and Muscatine County Sheriff's Office**

This Letter of Understanding is made and entered into this 2nd day of December, 2013 by and between the Muscatine Police Department and the Muscatine County Sheriff's Office.

The purpose of this letter of understanding is to set forth the terms agreed upon between the agencies for responding to requests for assistance for mutual aid between the above named law enforcement agencies.

1. In situations requiring law enforcement action or response beyond the capability of the requesting agency or which threatens to exceed the resources or capability of jurisdiction of the requesting agency to control the situation, either of the above named law enforcement agencies may request law enforcement assistance from the other agency in accordance with Section 28E of the Code of Iowa (2009). Such situations include but are not limited to natural disaster, mass disturbance, significant criminal investigation, or other major incident which poses a significant threat to life or property.
2. Upon receiving a request for assistance pursuant to this Letter of Understanding, the Muscatine Police Department will respond within 2 miles of the City of Muscatine boundaries by direct authorization of the watch commander or commanding officer. A response of more than 2 miles beyond the City of Muscatine boundaries must be by the authorization of the Chief of Police or another command officer in his or her absence. The responding department will furnish such personnel, equipment, facilities, or services as are, in the opinion of the assisting department, available. The responding department reserves the right to refuse to render assistance or to recall any and all rendered assistance whenever it is determined that such actions are necessary to insure that the responding department's law enforcement responsibilities are not jeopardized or unduly compromised.
3. Administration of the mutual aid program shall remain the responsibility of each law enforcement administrator. Each administrator shall designate the law enforcement officials within the jurisdiction to administer the program and shall provide to the other administrators a regularly updated list specifying the name, rank, and telephone number of the officers who will administer the program.
4. In order to invoke mutual aid pursuant to this Letter of Understanding, the ranking supervisor from the requesting agency shall contact the ranking supervisor of the responding agency by telephone, two-way radio or in writing. The responding agency shall respond in a means which will confirm to the requesting officer whether mutual aid is available and to what extent assistance can be provided.

5. In situations where prolonged assistance is requested which may have significant impact on the budget or staffing needs of the responding agency, authority to determine the assistance which is available shall lie solely with the chief executive officer or designee of the responding agency.
6. When assistance is provided pursuant to this Letter of Understanding, all personnel from the responding agency shall work under the direction and supervision of the designated field commander of the requesting agency, provided, however, that at all times the officer shall adhere to the rules, regulations, policies, procedures and other written directives of the responding agency and shall only be required to respond to lawful orders that fall within the agency's operating policies and procedures.
7. The designated command officer of the requesting agency shall notify the appropriate command officer of the responding agency when the joint law enforcement activity has been concluded. At that time command of all personnel shall revert to the agency which employs the personnel on a regular basis.
8. Law enforcement personnel of the Muscatine Police Department, when providing assistance pursuant to this mutual aid program, shall have the same power and authority as officers of the requesting agency. However, in the event of actual or potential mass arrest, the responding agency shall make arrests only for offenses directly related to the incident, and shall assist in the processing of arrestees as follows:
 - a. Identification of arrestees;
 - b. Control of property obtained from arrestees;
 - c. Completion of arrest certificates;
 - d. Transportation of arrestees;
 - e. Court duty pertaining to arrestees; and
 - f. Operating temporary detention facilities.
9. When mutual aid is undertaken pursuant to this Letter of Understanding, radio communications will be established between both agencies. Where possible, this will be implemented through use of a common radio frequency or a local mutual aid radio system.
10. When responding to a request for assistance pursuant to the provisions of this Letter of Understanding, the responding agency shall be responsible for the compensation of its own employees, excluding payment for overtime or to other enhanced wages if appropriate or required. When more than one hour of overtime per responding officer is incurred, by City of Muscatine or Muscatine County personnel, the costs will be reimbursed by the requesting agency. The requesting agency shall be responsible for the expenses of the responding agency including mileage, meals and lodging when such expenses are necessary.

11. The responding agency shall be responsible for all equipment and vehicles used by their own personnel and shall pay for all necessary repairs and maintenance of such equipment and vehicle(s). However, if equipment or vehicles are lent to the requesting agency as assistance under this program, the requesting agency shall be liable for any and all damages to such equipment or vehicles while it is under their employee's operation and control.
12. In the event an officer from the responding agency is injured or disabled, the officer's agency will maintain liability for the officer's worker compensation.
13. A mutual aid operational plan shall be developed and updated on a regular basis by the undersigned agencies, and shall be operative between the agencies in accordance with the provisions of such plans.
14. This agreement will be reviewed upon change of department/agency heads or when requested by one of the agencies involved.
15. If either agency wished to withdraw from this Letter of Understanding for Mutual Aid, the withdrawing agency will notify the effected agency in writing thirty (30) days in advance of the termination date.

12/30/13
Date

B. Talley
Chief of Police
Muscatine Police Department

12/19/13
Date

Dave White
Sheriff
Muscatine County Sheriff's Office

Date

City Administrator
City of Muscatine

12-02-2013
Date

[Signature]
Chairperson, Muscatine County
Board of Supervisors

Review Date