

RESOLUTION NO. _____-2023

RESOLUTION ADOPTING 28E FOR SHARING OF LAW ENFORCEMENT OFFICERS AND PROVIDING EMERGENCY RESPONSE ASSISTANCE (Special Response Team)

WHEREAS, the Oelwein Police Department and the Independence Police Department have created a joint special response team, and

WHEREAS, the Cities of Oelwein and Independence wish to continue and update all prior 28E agreements for mutual aid assistance

WHEREAS, the cities have enjoyed the assistance of the others mutual aid response in the past, this formal partnership is a way to serve the both communities while providing our police officers valuable training; and

WHEREAS, the first priority for the Oelwein Police Department is service to the City of Oelwein and these calls will be prioritized accordingly; and

WHEREAS, the first priority for the Independence Police Department is service to the City of Independence and these calls will be prioritized accordingly; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oelwein, Iowa, this agreement is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, this agreement will be filed as a 28E agreement with the Iowa Secretary of State's Office.

PASSED AND APPROVED this 11th day of September, 2023.

Brett DeVore, Mayor

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Stewart
Weber
Lenz
Garrigus
Seeders
Payne

Attest:

Dylan Mulfinger, City Administrator

September 11, 2023

Enclosure: Agreement (4 pages).

**28E AGREEMENT FOR SHARING OF LAW ENFORCEMENT OFFICERS AND PROVIDING
EMERGENCY RESPONSE ASSISTANCE**

(Special Response Team)

THIS JOINT POWERS AGREEMENT is made and entered into by and between the Independence Police Department and the Oelwein Police Department, acting and by through their governing bodies.

WITNESSETH THAT:

WHEREAS, the above listed law enforcement agencies and their governmental units recognize that there are circumstances where the assistance of the law Enforcement departments of other governmental units would be important in protecting the health, safety, and welfare of the public including apprehending criminals; and;

WHEREAS, to provide such protection it is necessary that neighboring governmental units provide for the sharing of their respective sources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the undersigned units of government, do covenant and agree pursuant to Iowa Statutes 804.7B (House File 2262) and Chapter 28E as follows:

I. PURPOSE:

The purpose of this Agreement is to provide law enforcement assistance to governmental units, which are a party to this Agreement, in circumstances where such assistance would enable a governmental unit to more adequately deal with situations involving public health, safety and welfare. Such situations include but are not limited to:

- A. Major disasters where keeping the public peace is necessary.
- B. Crimes in progress or criminals in flight in a governmental unit where the assistance of law enforcement from other governmental units would be helpful In apprehending the criminals.

II. METHOD

The purpose of this Agreement shall be fulfilled through the provision of law enforcement assistance by parties to this Agreement. Law Enforcement personnel may enter the

Jurisdiction of a governmental unit of a party to this Agreement and may exercise all powers as allowed pursuant to Iowa Code Section 804,7B, including the power of arrest, in the following circumstances and under the following conditions:

- A. In circumstances described in paragraph one, the following procedure shall be followed:
1. The unit of government which requires law enforcement assistance (hereinafter called "requesting party"), through its chief of law enforcement officer, or designee, may, at its discretion, call upon any other party to this Agreement (hereinafter called the "responding party"), through its chief law enforcement officer, or designee, to furnish such assistance to the requesting party and to request for that purpose: personnel; equipment; and supplies from the responding party.
 2. The responding party reserves the right to retain for its own use such personnel, equipment, and supplies as in its discretion may be necessary for its proper and adequate protection. In the event an emergency arises within the jurisdiction of the responding party while the equipment, personnel and supplies of that governmental unit are engaged by the requesting party, the responding party may, in its discretion, recall such equipment, personnel and supplies.
 3. The requesting party's personnel shall be in command of the mutual aid incident; However, the personnel and equipment of the responding party shall remain under the direction and control of the responding party.
 4. No provisions set forth within this agreement shall act to suggest or imply that any officers or personnel of the responding party are in any manner employees or agents of the requesting party, the State of Iowa, or any political subdivision thereof,
- B. If a crime is in progress or criminals are in flight in the jurisdiction of a party to this Agreement, law enforcement personnel, from a different party, may upon being informed of such an occurrence by the communications center or other law enforcement official, enter the jurisdiction of the other party, Upon the resolution of the situation which occasioned the responding personnel to enter a requesting party's jurisdiction, the responding personnel shall return to their jurisdiction,

III. **EXPENSES:**

The responding party shall be responsible for the expenses associated with its personnel, equipment, and supplies; Including the payment of its personnel's wages and the cost of supplies expended, used, or damaged while so engaged, Equipment and supplies shall be returned to the responding party upon the return of the personnel to the responding unit,

IV. **LIMITATION:**

In the event weather, road conditions or other circumstances are such that, in the discretion of the responding party, equipment, personnel, and supplies cannot be furnished to the requesting party with reasonable safety, the responding party may refuse to authorize and direct assistance to the requesting party. The decision of the responding party as to what assistance shall be furnished and whether assistance shall be withheld or withdrawn, as provided herein, shall be final and conclusive, and shall give rise to no liability on the part of the responding party for failure to furnish assistance,

V. LIABILITY

- A. Worker's Compensation Coverage: Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement.
- B. Each party agrees to indemnify and hold harmless any other party from and against third party claims arising out of the Indemnifying party's performance under this Agreement, to the extent allowed by law.
- C. Automobile Liability Coverage: Each participating party is responsible for complying with the motor vehicle financial responsibility laws of the State of the participating party, it is understood that a participating party may include in the emergency response volunteer agencies or individual. it is the responsibility of the participating agency to determine if the volunteer agency or individual has automobile liability coverage as required by law,
- D. General liability, Public Officials Liability, and Law Enforcement Liability: Officers or law enforcement personnel making arrests or conducting law enforcement activities as part of this 28E Agreement, shall not be considered, implied or deemed to be employees or agents of the requesting party, the State of Iowa, or any political subdivision of the State of Iowa,
- E. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

VI. EFFECTIVE DATE:

This Agreement shall be effective when approved and executed by two or more of the participating law enforcement agencies to this Agreement and their respective governing bodies, Additional law enforcement agencies and their governing bodies may join this Agreement through proper execution of this Agreement and this Agreement shall be effective as to such parties upon execution,

VII. TERMINATION AND WITHDRAWAL:

Any law enforcement agency that is part of this Agreement may withdraw from this Agreement upon thirty (30) days written notice delivered to the chief law enforcement officers of all other law enforcement agencies that are parties to this Agreement. Such withdrawal shall not terminate this Agreement except as to such party and this Agreement shall continue unless and until there is only one remaining party.

VIII. DIVISION OF ASSETS:

If the Emergency Response Unit dissolves, any assets held by the Special Response Team shall be divided between any law enforcement agencies remaining in the Emergency Response Unit at the time of dissolution. Said assets will be divided as those remaining law enforcement agencies see fit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement pursuant to the authorization of their governing bodies.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties provided herein.