

# DENNIS CONARD, SHERIFF

**Michael K. Brown**  
Chief Deputy Sheriff



**Clifford G. Tebbitt**  
Jail Administrator

(563)326-8625  
(563)326-8689 (FAX)


EMERGENCY 9-1-1  
400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1104

[www.scottcountyiowa.com](http://www.scottcountyiowa.com)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

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August 1, 2008

Memo To: C. Ray Wierson

From: Sheriff Conard 

**REF: Multi-jurisdictional Law Enforcement Agreement**

Attached is the final draft of the law enforcement agreement for agencies in Rock Island and Scott Counties.

It has been reviewed by attorneys in all signatory jurisdictions and found to be acceptable to all.

I am requesting that the Board review and approve this agreement. I will be available to answer any questions they may have.

## MULTIJURISDICTIONAL LAW ENFORCEMENT AGREEMENT

The articles of this agreement are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bettendorf, Iowa, the City of Blue Grass, Iowa, the City of Davenport, Iowa, the City of East Moline, Illinois, the City of Eldridge, Iowa, the City of LeClaire, Iowa, the Village of Milan, Illinois, the City of Moline, Illinois, the City of Rock Island, Illinois, Rock Island County, Illinois, Scott County, Iowa, and the City of Silvis, Illinois, as indicated by the actions of their respective governing bodies.

WHEREAS, the parties to this agreement are governmental subdivisions of the States of Iowa and Illinois, respectively:

WHEREAS, the law enforcement agencies of the respective parties are mandated to carry out law enforcement duties and responsibilities within the geographical boundaries of the parties; and

WHEREAS, the jurisdiction and authority of each party is limited and such limitations are detrimental in combating crime within the geographical boundaries of the parties; and

WHEREAS, the parties recognize that criminal activity can more effectively be combated by the pooling of resources to provide a more efficient and effective means of law enforcement; and

WHEREAS, the parties have the authority to enter into this Multijurisdictional Law Enforcement Agreement pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq. and 65 ILCS 5/11-1-2.1), and Chapter 28 E of the Iowa Code; and

WHEREAS, the law enforcement agencies of the parties are the Bettendorf Police Department of the City of Bettendorf, Iowa, the Blue Grass Police Department of the City of Blue Grass, Iowa, the Davenport Police Department of the City of Davenport, Iowa, the East Moline Police Department of the City of East Moline, Illinois, the Eldridge Police Department of the City of Eldridge, Iowa, the LeClaire Police Department of the City of LeClaire, Iowa, Milan Police Department of the Village of Milan, Illinois, the Moline Police Department of the City of Moline, Illinois, the Rock Island Police Department of the City of Rock Island, Illinois, the Rock Island County Sheriff's Office of Rock Island County, Illinois, the Scott County Sheriff's Office of Scott County, Iowa, and the Silvis Police Department of the City of Silvis, Illinois.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The parties agree to use their best efforts to ensure the public safety and to enforce the laws and protect the citizens within the confines of the geographical jurisdictions of the respective parties. The duration of this agreement shall be for a 5-year period. After the initial 5-year period, the agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this agreement by providing at least sixty- (60) - days advance, written notice of said intent to terminate participation in this agreement to all other parties to the agreement.

2. No separate legal entity will be created.
3. The power to make a request for assistance or to provide assistance under this agreement shall reside in the City of Bettendorf, Iowa Chief of Police, City of Blue Grass, Iowa Chief of Police, City of Davenport, Iowa Chief of Police, City of East Moline, Illinois Chief of Police, City of Eldridge, Iowa Chief of Police, City of LeClaire, Iowa Chief of Police, Village of Milan, Illinois Chief of Police, City of Moline, Illinois Chief of Police, City of Rock Island, Illinois Chief of Police, the Rock Island, Illinois Sheriff, City of Silvis, Illinois Chief of Police, the Scott County, Iowa Sheriff, the Rock Island, Illinois Arsenal or their designees.
4. Any party shall have the right to request assistance from any other party subject to the terms and conditions of the agreement.
5. A party may make a request for assistance from another party when the requesting party has concluded, based upon actual circumstances, that:
  - A. Such assistance is essential to protect life and property; or
  - B. Such assistance is needed in conjunction with an incident involving multijurisdictional problems (i.e. gang, major crime investigation, drug investigations).
6. Upon request, a responding party may dispatch personnel and equipment to any point within the area for which the requesting party normally provides such personnel or equipment.
7. The requesting party shall include in its request for assistance the amount and type of equipment and the number of personnel requested and shall specify the location where the personnel and equipment are needed. It is hereby agreed by the parties that the final decision as to the amount and type of equipment and the number of personnel to be furnished shall be made by the responding party. No party may make and claim whatsoever against another party for refusal to send the requested equipment or personnel. All equipment used by a member in carrying out this agreement shall, at the time of the act, be owned by it. All personnel acting for the member under this agreement shall, at the time of such action, remain an employee of that person's own law enforcement agency.
8. The responding party, personnel, and equipment shall report to the command officer of the requesting party who is in charge at the scene. Said command officer shall have the power to issue reasonable orders and directives and the responding personnel shall then act on such orders. However, where the provided mutual assistance involves the loan of a specialized S.W.A.T., hostage negotiation, or canine unit, the commander of the specialized unit shall advise how the unit may best be used to accomplish the mission. Upon approval of the officer in charge at the scene, the specialized unit may then proceed to implement the plan without further control or supervision by the requesting jurisdiction.

9. No party shall be required to reimburse any other party for the cost of providing any services set forth in this agreement. Each party shall pay its own cost for responding to the request of the other parties.
10. The requesting party agrees to fully and in all respects indemnify, defend, and hold harmless the responding party from and against any liability resulting from all acts, omissions, or other conduct of said responding party and its employees, including any and all claims brought under the laws of either Illinois or Iowa and any and all claims premised under the U.S. Code. The requesting member agrees to indemnify, defend, and hold harmless the responding party, its agents and its employees, from and against any and all claims and liabilities in whatever fashion arising under this agreement against the responding party who or which may be assigned pursuant to this agreement. The requesting party agrees to fully reimburse the responding party for any and all reasonable expenses incurred by the responding party due to loss or damage to its equipment used as a consequence of this agreement. The full legal and financial responsibility for injury, disability, or death of an employee shall remain with the employee's respective law enforcement agency. Nothing in this paragraph shall require the requesting jurisdiction to provide indemnification to the responding jurisdiction or its personnel when:
  1. Such personnel refuse to carry out the direction of the officer in charge.
  2. Such personnel deliberately and without justification act to violate the laws of Iowa, Illinois, or U.S. Code. OR
  3. Such personnel act with the deliberate intention of causing harm to persons or property.
11. No party operating under this agreement shall discriminate against any individual on the basis of race, color, religion, sex, or national origin in any manner, prohibited by the laws of the United States or the States of Illinois or Iowa.
12. This agreement may be amended at any time by written agreement of all the parties.
13. Any equipment purchase by any party during the term of this agreement shall be the sole responsibility and property of the purchasing party and at the termination of this agreement, shall remain the property of such party.


IN WITNESS WHEREOF, the parties hereby have executed this agreement, which is evidenced by the authorized governing bodies.

**SCOTT COUNTY, IOWA**

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**Jim Hancock, Chairman  
Scott County Board of Supervisors  
Scott County, IA**

Attest: \_\_\_\_\_  
Wes Rostenbach, Auditor

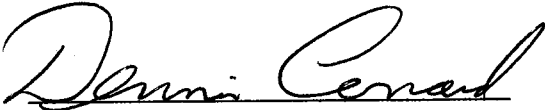
 8/1/08  
**Dennis Conard  
Sheriff, Scott County, Iowa**

**SCOTT COUNTY, IOWA**

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**Jim Hancock, Chairman  
Scott County Board of Supervisors  
Scott County, IA**

Attest: \_\_\_\_\_  
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 8/1/08  
**Dennis Conard  
Sheriff, Scott County, Iowa**