

DENNIS CONARD, SHERIFF

FI-1
6-9-09
MAY 26 2009

Michael K. Brown
Chief Deputy Sheriff



Clifford G. Tebbit
Jail Administrator


EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 WEST 4th STREET
DAVENPORT, IOWA 52801-1104

www.scottcountyiowa.com
sheriff@scottcountyiowa.com

May 22, 2009

Memo To: Dee Bruemmer, County Administrator

From: Sheriff Dennis Conard 

REF: Board Approval of Multi-Jurisdictional Law Enforcement Agreement

Attached is a revised agreement that will supersede the agreement that was approved by the Board two years ago. The original agreement was changed based on input from other agencies. It has been reviewed by the County Attorney's Office for legal sufficiency.

This agreement is intended to mirror agreements already in place for fire service response in the Quad City area.

I will be available to answer any questions from the Board.

**MULTIJURISDICTIONAL LAW ENFORCEMENT AGREEMENT
FOR INTERAGENCY ASSISTANCE**

The articles of this agreement are made and entered into this _____ day of _____, 20____, by and between the City of Davenport, Iowa, the City of Bettendorf, Iowa, the City of Buffalo, Iowa, the City of Blue Grass, Iowa, the City of LeClaire, Iowa, the City of Eldridge, Iowa, the City of Rock Island, Illinois, the City of Moline, Illinois, the City of East Moline, Illinois, the City of Silvis, Illinois, the Village of Milan, Illinois, the City of McCausland, Iowa, the City of Princeton, Iowa, the City of Walcott, Iowa, Rock Island County, Illinois, Scott County, Iowa and the Rock Island Arsenal, Rock Island, 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; and

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

WHEREAS, the intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed; 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 Davenport Police Department of the City of Davenport, Iowa, the Bettendorf Police Department of the City of Bettendorf, Iowa, the Buffalo Police Department of the City of Buffalo, Iowa, the Blue Grass Police Department of the City of Blue Grass, Iowa, the LeClaire Police Department of the City of LeClaire, Iowa, the Eldridge Police Department of the City of Eldridge, Iowa, the Rock Island Police Department of the City of Rock Island, Illinois, the Moline Police Department of the City of Moline, Illinois, the East Moline Police Department of the City of East Moline, Illinois, the Silvis Police Department of the City of Silvis, Illinois, the Milan Police Department of the Village of Milan, Illinois, the McCausland Police Department of the City of McCausland, Iowa, the Princeton Police Department of the City of Princeton, Iowa, the Walcott Police Department of the City of Walcott, Iowa, the Rock Island County Sheriff's Office of Rock Island County, Illinois, the Scott County Sheriff's Office of Scott County, Iowa and the Rock Island Arsenal, Rock Island, 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 authority to request assistance or to authorize the provision of assistance under this agreement shall reside with the City of Davenport, Iowa Chief of Police, City of Bettendorf, Iowa Chief of Police, City of Buffalo, Iowa Chief of Police, City of Blue Grass, Iowa Chief of Police, City of LeClaire, Iowa Chief of Police, City of Eldridge, Iowa Chief of Police, City of Rock Island, Illinois Chief of Police, City of Moline, Illinois Chief of Police, City of East Moline, Illinois Chief of Police, the City of Silvis, Illinois, Chief of Police, the Village of Milan, Illinois, Chief of Police, the city of McCausland, Iowa Chief of Police, the City of Princeton, Iowa Chief of Police, the City of Walcott, Iowa Chief of Police, the Rock Island County, Illinois Sheriff or the Scott County, Iowa Sheriff, the Rock Island Arsenal Director of Emergency Services, 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 request 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); or
 - C. Such assistance is needed in response to a natural or man-made occurrence that exceeds the resources, equipment needs, and/or levels of law enforcement personnel staffing of the law enforcement agency.
6. 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 or staging area 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 any 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.

7. Upon request, a responding party may dispatch personnel and equipment to any point within the area that the requesting party normally provides such personnel or equipment. However, at all times the personnel of the responding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the requesting agency, assisting law enforcement personnel shall be expected to respond only to lawful orders.
8. The responding party, personnel, and equipment shall report to the command officer of the requesting party who is the officer in charge at the scene. Said officer in charge shall have the authority 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 tactical, 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 assisting specialized unit may then proceed to implement the plan as determined and directed by the officer in charge of the requesting agency.
9. The responding parties will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the requesting party is able to satisfactorily handle the situation with its own resources. However, each party reserves the right to recall any or all rendered assistance, whenever it believes that such recall is necessary to ensure adequate protection of its own jurisdiction or personnel.
10. 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. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to its own vehicles or equipment that occurs while providing assistance under this Agreement. However, nothing in this paragraph shall prohibit mutually agreed upon reimbursement or compensation between parties.
11. The requesting party hereby expressly agrees to fully indemnify, defend, and hold harmless the responding party, and its agents and employees from and against any and all claims, demands, liabilities, losses, including attorney fees and costs, suits in law or in equity which are made by a third party and arise from providing aid pursuant to this agreement; provided, however, that such a claim is not a result of willful or reckless misconduct by the responding party, its agents and employees, and provided that the responding party is expressly acting on approved orders and directives of the requesting party's command officer pursuant to this agreement.
12. In addition, each party hereto agrees to waive all claims against all other parties hereto for any losses, damage, property damage, personal injury, disability or

death occurring in consequence of the performance of this agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its agents and employees. Said willful or reckless misconduct shall include but not be limited to the following actions by the responding party, its agents or employees:

- A. Refusal to carry out the direction of the requesting party's officer in charge, unless following the guidelines established elsewhere in this agreement; or
 - B. A deliberate act in violation of the laws or constitutions of Iowa, Illinois or of the United States" or
 - C. A deliberate act with the intention of causing harm to persons or property.
13. 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.
14. This agreement may be amended at any time by written agreement of all the parties.
15. Any equipment purchased 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.
16. Nothing in this agreement is intended to alter, supersede, or replace any other mutual aid agreements between any of the parties.

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

SCOTT COUNTY, IOWA

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

Attest: _____
Roxanna Moritz, Auditor

Dennis Conard
Sheriff, Scott County, Iowa