

## MUSCATINE POLICE DEPARTMENT

### MEMORANDUM

**TO:** Gregg Mandsager, City Administrator

**FROM:** Brett Talkington, Chief of Police

**SUBJECT:** City Council Agenda Item

**DATE:** November 17, 2014

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**INTRODUCTION:**

The Muscatine Police Department and the Muscatine Sheriff's Department have a 28 E Animal Control 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 the Sheriff's Department may request assistance from the Police Department requiring animal enforcement action or response beyond the capabilities of the requesting agency. The Muscatine Police Department Animal Control Officer will respond to the County by direct authorization of the watch commander or commanding officer. The County would pay for mileage to and from as well as the hourly rate for the Animal Control Officer for the duration of the call.

**RECOMMENDATION/RATIONALE:**

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

**LETTER OF UNDERSTANDING – ANIMAL CONTROL AGREEMENT**  
**Between Muscatine Police Department and Muscatine County Sheriff's Department**

This Letter of Understanding, concerning the use of the city's animal control function, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Muscatine Police Department and Muscatine County Sheriff's Department.

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

1. In situations requiring emergency animal control action or response, the Muscatine County Sheriff's Department may request assistance from the City of Muscatine's animal control officer in accordance with section 29C.12 of the Code of Iowa (2013) (Addendum A). Such situations include but are not limited to dog bites or other incidents which are deemed emergent by the requesting agency.
2. Upon receiving a request for assistance pursuant to this Letter of Understanding, the Muscatine animal control officer will respond by direct authorization of the watch commander or commanding officer. The responding department will furnish such personnel, equipment, facilities 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 animal control responsibilities are not jeopardized.
3. Administration of the mutual aid program shall remain the responsibility of each law enforcement administrator. Each administrator shall designate the law enforcement officials with 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 the mutual aid pursuant to this Letter of Understanding, the senior officer from the requesting department shall contact the senior officer of the responding department by telephone, two-way radio or in writing. The responding department shall respond in a means which will confirm to the requesting officer whether animal control assistance 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 department, authority to determine the assistance which is available shall lie solely with the chief executive officer, or designee, of the responding department.
6. When assistance is provided pursuant to this Letter of Understanding, the animal control officer shall work under the direction and supervision of the designated field commander of the requesting department, provided, however, that at all times the officer shall adhere to the rules, regulations, policies, procedures, and other written directives of the responding department and shall only be required to respond to lawful orders.

7. When mutual aid is undertaken pursuant to this Letter of Understanding, radio communications will be established between both departments. Where possible, this will be implemented through use of a common radio frequency or a local mutual aid radio system.
8. When responding to a request for assistance pursuant to the provisions of this Letter of Understanding, the requesting department shall be responsible for the expenses of the responding department including wages, meals, mileage, and gasoline.
9. The responding department shall be responsible for the routine maintenance of all equipment and vehicles used by their own personnel. However, if equipment or vehicles are lent to the requesting department as assistance under this program, the requesting department shall be liable for any and all damages to such equipment or vehicles while under their control.
10. In the event the officer from the responding agency is injured or disabled, the officer's agency will maintain liability for the officer's workers' compensation.
11. If a department wishes to withdraw from this Letter of Understanding for Mutual Aid, the withdrawing department will notify the effected department in writing thirty days in advance of the termination date.
12. The responding agency shall provide the requesting agency with a detailed invoice of all services rendered. These invoices will include the date and time of service, the location(s) of service, and the actual number of miles traveled. Actual number of miles will be calculated using the vehicle's odometer reading when the call is dispatched, and the vehicle's odometer upon returning to the corporate city limits.
13. Rates will be calculated using the animal control officer's regular or overtime salary/benefits cost, whichever is applicable. Mileage will be invoiced at the approved City of Muscatine reimbursement rate.
14. The responding agency's officer shall always utilize the most direct route possible to/from the location at which service is requested, and complete the request for service in as expedient a manner as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
 City Administrator  
 City of Muscatine

Date: \_\_\_\_\_

\_\_\_\_\_  
 Chairperson, Muscatine County  
 Board of Supervisors

Date: \_\_\_\_\_

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 Sheriff, Muscatine County