

# MUSCATINE POLICE DEPARTMENT

## MEMORANDUM

**TO:** Gregg Mandsager, City Administrator

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

**SUBJECT:** City Council Agenda Item

**DATE:**

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### **INTRODUCTION:**

The Muscatine Police Department has had a Letter of Understanding with the Muscatine County Sheriff's Office for emergency animal control action or response for numerous years. It is our intent to update the agreement with the new Sheriff CJ Ryan signing the agreement. There is one change to the agreement, #11 The Agreement will be reviewed upon change of department heads or when requested by one of the agencies involved. This was inadvertently left off the agreement in 2014. This has been signed by the Sheriff and the Muscatine Board of Supervisors.

### **BACKGROUND:**

The services provided by the City Animal Control Officer (ACO) to the county are on a as needed basis. The city is able to recoup costs associated to assisting the Sheriff's Office on a call by call basis. We have averaged 1 (one) ACO call for service assisting the county over the last 4 (four) years,

### **RECOMMENDATION/RATIONALE:**

The Police Department would like City Council accept the new agreement with the Sheriff's signature. This would be up to date and good for as long as the Sheriff's Office would like to continue with this agreement.

**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 17<sup>th</sup> day of November, 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: November 20, 2014

  
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Mayor  
City of Muscatine

Date: 11-17-2014

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

Date: 11-19-2014

  
\_\_\_\_\_  
Sheriff, Muscatine County

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

This Letter of Understanding, concerning the use of the city's animal control function, is made and entered into this \_\_\_\_\_ day of December, 2016 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 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 Office 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, 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 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 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 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 directions of the responding department and shall only be required to respond to lawful orders.

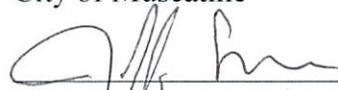
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8. When responding to a request for assistance pursuant to the provisions of this Letter of Understanding, the requesting department shall be responsible for the expenses of the responding department including wages, meals, mileage, and gasoline.
9. 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. The agreement will be reviewed upon change of department heads or when requested by one of the agencies involved.
12. If a department wishes to withdraw from this Letter of Understanding for Animal Control Agreement, the withdrawing department will notify the effected department in writing thirty (30) days in advance of the termination date.
13. The responding agency shall provide the requesting agency with detailed monthly statements of all services rendered. These statements 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 leaving the corporate city limits, and the vehicle's odometer upon returning to the corporate city limits.
14. Rates will be calculated using the animal control officer's regular or overtime salary/benefits costs, whichever is applicable. Mileage will be invoiced at the City of Muscatine reimbursement rate.
15. 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: \_\_\_\_\_

DATE: 12-05-16

DATE: 11-29-2016

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 Mayor  
 City of Muscatine

  
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 Chairperson, Muscatine County  
 Board of Supervisors

  
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 Sheriff of Muscatine County