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HIAWATHA POLICE DEPARTMENT

Memo

To: Mayor, Council Members

From: Dennis Marks- Police Chief

Date: January 10, 2017

Re: CR Training 28E

I was contacted around the first of December and asked if we would like to be included in a 28E Agreement the City of Cedar Rapids was drafting for use of training facilities. The agreement will allow participating metro agencies the opportunity to train in buildings owned, but set for demolition by the City of Cedar Rapids.

In the past we have trained in several properties owned by the City of Hiawatha prior to their demolition. We use these properties for our scenario based training days. This has proven to be a valuable training experience since the officers are entering a completely unknown environment while dealing with the role playing participants.

Taking part in this agreement will offer us potential options should we not have a suitable building for training purposes within Hiawatha.

Our City Attorney has reviewed the agreement and given his approval.

CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
AND VARIOUS OTHER ENTITIES
FOR THE SHARING OF CEDAR RAPIDS PROPERTIES FOR TRAINING PURPOSES

WHEREAS, the City of Cedar Rapids and other law enforcement entities are public agencies as defined by Section 28E of the Code of Iowa, and

WHEREAS, Section 28E of the Code of Iowa provides that any power or powers, privileges or authority exercised as capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, the City of Cedar Rapids – Police Department (CRPD) proposes to cooperate on the use of certain properties owned by the City of Cedar Rapids with the following entities:

- University of Iowa Police Department (UIPD)
- Hiawatha Police Department (HPD)
- Marion Police Department (MPD)
- Tama County Sherriff's Office (TCSO)
- Tipton Police Department (TPD)
- Linn County Sherriff's Office (LCSO)
- Iowa State Patrol (ISP)

WHEREAS, the CRPD is going to be using some of the City-owned properties (Buildings), that are set for demolition, for training in our various law enforcement specialties, and

WHEREAS, the City would like to allow other agencies, as listed above, to utilize these properties for similar purposes, and

WHEREAS, the City has shared training sites with some of these agencies in the past in their given jurisdictions.

NOW THERFORE, be it resolved, the City of Cedar Rapids and the agencies listed above enter into an agreement pursuant to Chapter 28E of the Code of the State of Iowa, providing for cooperative action pursuant to law enforcement training and public safety as follows:

1. SCOPE OF AGREEMENT

   The properties owned by the City are listed in Exhibit A.

2. DURATION

   This agreement shall commence on the date that all parties sign this agreement and shall continue thereafter until the City terminates the agreement.

3. PURPOSE

   The purpose of this agreement is to document the entities and establish an understanding of how the entities will be allowed to utilize the buildings listed in Exhibit A.

   a. The City of Cedar Rapids shall be responsible for the administration of the properties.

   b. The City of Cedar Rapids and the entities listed above and signed below.

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4. INDEMNIFICATION

For good and valuable consideration received, that being use of Cedar Rapids properties listed in Exhibit A, for the purpose of conducting officer training, the Entities listed above (except for the University of Iowa) and signed below do hereby agree to indemnify and save and hold the City of Cedar Rapids, Iowa, its elected officials, officers, and employees harmless from and against any and all claims and demands for, or in connection with, any accident, injury, death, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the training exercise, on or about the City properties, and arising directly or indirectly from any act or omission of the Entity, its directors, officers, agents, or employees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, excepting all claims and demands for, or in connection with, any accident, injury, death, or damage whatsoever caused to any person or property arising, directly or indirectly, from any negligence on the part of the City of Cedar Rapids, Iowa, its elected officials, officers, and employees.

The University of Iowa agrees to be responsible for any and all claims and damages that directly result from the negligent acts or omissions of the University, its employees, or agents to the extent permitted by Iowa Code Chapter 669.

5. UNDERSTANDING

Entities will be allowed to utilizing City-owned properties for their training with advanced request to the City.

Each Entity agrees that any damage that is done to a Building that prevents the building from being secured (preventing unauthorized persons from entering the premises) will be repaired by the Entity responsible for the damage, to a level that is approved by the CRPD to be secure.

6. COUNTERPARTS

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

Signed this _____ day of _____, 2017.

CITY OF CEDAR RAPIDS, IOWA

_____

Jeffrey A. Pomeranz, City Manager Date

Attest:

_____

Amy Stevenson, City Clerk

_____

Wayne M. Jerman, Chief Date

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EXHIBIT A

The following is a list of Buildings, some of which are set for demolition, which can be used for the purposes listed in the agreement to which this exhibit is a part.

This list may be amended from time to time due to the addition of Buildings and demolition of others.

GPN	Address
14273-54005-00000	65 20th Ave. SW
14342-27006-00000	65 21st Ave. SW
14342-27007-00000	67 21st Ave. SW
14034-04002-00000	409 Old Marion Rd NE
14023-26009-00000	4509 C Ave NE
Hubbard Ice	1124 1st St NW

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Signature page for:

CITY OF MARION, IOWA

_____

Mayor Nicolas AbouAssaly Date

Attest:

_____

Joseph McHale – Police Chief

CHAPTER 28E AGREEMENT
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Signature page for:

LINN COUNTY, IOWA

_____

Brian Gardner - Sheriff Date

Attest:

_____

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Signature page for:

UNIVERSITY OF IOWA POLICE DEPT

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David Kieft, Business Manager Date

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Signature page for:

HIAWATHA, IOWA

_____

Bill Bennett- Mayor Date

Attest:

_____

Kelly Kornegor, City Clerk

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Signature page for:

TAMA COUNTY, IOWA

_____

Dennis Kucera - Sheriff Date

Attest:

_____

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Signature page for:

TIPTON, IOWA

_____

Bryan Carney, Mayor Date

Attest:

_____

Tim Long, City Manager

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Signature page for:

IOWA STATE PATROL

_____

Roxanne Ryan, Commissioner Date

Attest:

_____

DRAFT

RESOLUTION NO. 17-
City Council

RESOLUTION APPROVING A 28E AGREEMENT FOR THE SHARING OF CEDAR RAPIDS PROPERTIES FOR TRAINING PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor and City Clerk are hereby authorized to sign a 28E Agreement between the City of Hiawatha and other participating metro agencies for the following purpose and under the following terms:

to allow the Hiawatha Police Department to utilize Cedar Rapids owned properties (buildings) for training purposes prior to demolition.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 18th day of January, 2017.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk