

RESOLUTION APPROVING
28E AGREEMENT FOR MUTUAL ASSISTANCE-CENTRAL IOWA
REGIONAL TACTICAL TEAM

WHEREAS, The Cities of Grinnell, Pella, & Newton ("City")/ Jasper and Poweshiek County ("County") desires to enter into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Law Enforcement Services of one entity to the other in such emergency and special needed activities requiring additional, special personnel and/or equipment.

THEREFORE, BE IT RESOLVED that the 28E Agreement for Mutual Assistance - Central Iowa Regional Tactical Team – Grinnell Police Department, Jasper County Sheriff's Office, Pella Police Department, Newton Police Department, and Poweshiek County Sheriff's Office is hereby approved and adopted.



Sam Cox
Mayor, City of Grinnell, Iowa

5/18/26

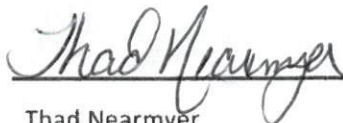
Date



Randy Ervin
Mayor, City of Newton, Iowa

05/05/2026

Date



Thad Nearmyer
Board Chair, Jasper County Board of Supervisors, Jasper County, Iowa

5/12/26

Date



Don DeWaard
Mayor, City of Pella, Iowa

6/2/2026

Date

Jason Roudabush, Vice Chair

Jason Roudabush
Board Chair, Poweshiek County Board of Supervisors, Poweshiek
County, Iowa

5/21/2026

Date

Rob Burdess

Rob Burdess
Police Chief, City of Newton, Iowa

5/6/26

Date

Michael McClelland

Michael McClelland
Police Chief, City of Grinnell, Iowa

5/14/26

Date

Brad Shutts

Brad Shutts
Sheriff, Jasper County, Iowa

5/12/26

Date

Shane McSheehy

Shane McSheehy
Police Chief, City of Pella, Iowa

06-02-26

Date

Matt Maschmann

Matt Maschmann
Sheriff, Poweshiek County, Iowa

5/18/2026

Date

Filed this 6th day of June, 2026

2026-03367

RECORDED: 06/26/2026 02:18:10 PM

RECORDING FEE: \$0.00

REVENUE TAX: \$

COMBINED FEE: \$0.00

JOE OTTO, COUNTY RECORDER

JASPER COUNTY, IOWA

Recorder's Cover Sheet

Document Preparer by:

Jasper County Sheriff's Office
2300 Law Center Dr, Newton, IA 50208

Return Document to:

Jasper County Auditor, 101 1st St N, Newton, IA 50208

Grantors:

See Page 2

Grantees:

See Page 2

Description:

Central Iowa Regional Tactical Team (CIRTT) 28E Agreement between Grinnell Police Department, Jasper County Sheriff's Office, Pella Police Department, Poweshiek County Sheriff's Office and the Newton Police Department

Auditor
No Fee

Central Iowa Regional Tactical Team (CIRTT)

Grinnell Police Department

Jasper County Sheriff's Office

Pella Police Department

Poweshiek County Sheriff's Office

Newton Police Department

28E Agreement

Whereas, the undersigned entities ("Party" or collectively "Parties") provide Law Enforcement services, specifically in the City of Grinnell, Iowa; Jasper County, Iowa; the City of Pella, Iowa; Poweshiek County, Iowa; and the City of Newton, Iowa.

Whereas, the Parties have a desire to assist each other in time of need, and

Whereas, the Parties each maintain adequate Law Enforcement Services, equipment, and personnel to respond to normal emergencies occurring within their respective jurisdictions, and

Whereas, situations may arise regarding emergencies or circumstances that exhaust available local personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time, and

Whereas, to combat such emergencies, the Parties should render needed Law Enforcement Services upon a reciprocal basis, and

Whereas, the governing body of each Party is desirous of entering into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Law Enforcement Services of one entity to another, in such emergency or needed situations requiring additional, special personnel and/or equipment.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

- I. INCORPORATION OF RECITALS
 - a. The foregoing recitals are incorporated herein fully as if outlined in the paragraph.
- II. DEFINITIONS
 - a. **Mutual Aid** - The assistance of Law Enforcement Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") under this Agreement.

- b. **Central Iowa Regional Tactical Team (CIRT)** - a team and equipment comprised of law enforcement officers employed by the Parties, who are trained and equipped to respond to emergency and special activities.
- c. **Incident Commander** - The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency or Special response activities.
- d. **Emergency Activities** - Any situation where a Party, due to lack of personnel or training, special equipment needs, or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.
- e. **Special Activities** - Any situation, including planned and known large scales events, where a Party, due to a lack of personnel or training, special equipment needs or magnitude of the event, and based upon actual circumstances, concludes that assistance is needed to protect life, provide security and stability for the incident, and/or to protect property within its jurisdiction.

III. PURPOSE

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide Mutual Aid in case of an Emergency or Special Activity arising within the jurisdiction of the Parties to this Agreement.

IV. REQUEST FOR ASSISTANCE

All requests for Mutual Aid CIRT in an Emergency or Special Activity shall be made by a Law Enforcement Services Director or designee of the Requesting Entity. Requests may be made verbally, electronically, or in writing. Such requests shall state the exact nature of the Emergency or Special Activity, include the amount and type of equipment and the number and skills of personnel required, and specify the location where the personnel and equipment are needed. Requests for assistance should be made through Jasper County Sheriff's Office Dispatch. Jasper County Sheriff's Office Dispatch will notify CIRT members and Law Enforcement Supervisors for each agency of the request.

V. AUTHORITY OVER JOINT OPERATIONS

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency Response Activities. The ranking supervisor of the Providing Entity shall remain in control of his/her personnel and equipment, subject, however, to the direction and control of the Incident Commander. All responding agencies should coordinate their responses through the Incident Commander for assignments.

VI. LIABILITY

Each member agency is subject to liability under Iowa Code Chapter 670 - Tort Liability.

VII. EMPLOYMENT

It is understood and agreed that the personnel providing Mutual Aid under this Agreement shall remain the employees of the jurisdiction from which they were assigned.

VIII. TERMINATION

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the Grinnell Police Department, Newton Police Department, Jasper County Sheriff's Office, Pella Police Department, and Poweshiek County Sheriff's Office. The Jasper County Sheriff's Office Administrator will ensure that a copy of the termination notice is distributed to all other Parties. This Agreement shall thereafter terminate with respect to that Party only, thirty (30) days from the date of receipt of the termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to this Agreement, under this Agreement, except as provided herein.

IX. EFFECTIVE DATE

This Agreement shall be in full force and effect on the date the Agreement is filed and between the Parties who have obtained approval hereof by their respective governing bodies. This Agreement shall remain in full force and effect for an indefinite period from the effective date hereof until terminated as provided in Paragraph VII.

X. PRIOR MUTUAL ASSISTANCE AGREEMENTS

This Agreement supersedes all other conflicting mutual assistance agreements between the Parties.

XI. AMENDMENTS

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of

Iowa Code Section 28E.8. Any and all such requirements shall be done by the Jasper County Sheriff's Office or designee.

XII. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa Law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. NO SEPARATE ENTITY CREATED - ADMINISTRATION

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. A designee shall serve as Administrator of this undertaking. In the event designee agency terminates the Agreement and is no longer a Party hereto, the remaining Parties shall designate an Administrator.

XIV. NO REAL OR PERSONAL PROPERTY

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.