

**RESOLUTION 1993**

**RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND THE CITY OF WEST BRANCH, IOWA REGARDING LAW ENFORCEMENT ASSISTANCE**

**WHEREAS**, the objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies; and

**WHEREAS**, the Herbert Hoover National Historic Site is under concurrent legislative jurisdiction, and the National Park Service and the West Branch Police Department therefore share a common interest in law enforcement at the Herbert Hoover National Historic Site; and

**WHEREAS**, both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries; and

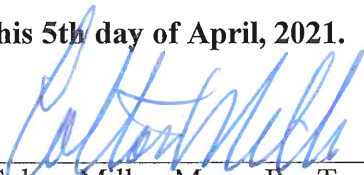
**WHEREAS**, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a General Agreement which was approved by the City Council in August of 2016; and

**WHEREAS**, it is now necessary for the City Council to approve said General Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved. Further, the Mayor Pro Tem is directed to execute the General Agreement on behalf of the City.

\* \* \* \* \*

**Passed and approved this 5th day of April, 2021.**

  
\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, Deputy City Clerk

**General Agreement  
between  
The United States Department of the Interior  
National Park Service  
and  
The City of West Branch  
Iowa**

This Agreement is entered into by and between the National Park Service (hereinafter NPS), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter Herbert Hoover NHS), and West Branch, Iowa, acting through the West Branch Chief of Police.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies. Herbert Hoover NHS is under concurrent legislative jurisdiction, and the NPS and the West Branch Police Department (hereinafter WBPD) therefore share a common interest in law enforcement at Herbert Hoover NHS.

Both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts. Accordingly, the NPS and the WBPD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and roadways in West Branch, Iowa, within and surrounding Herbert Hoover NHS, as both parties can mutually benefit from the expertise and resources of their respective agencies.

**ARTICLE II – AUTHORITY**

This agreement is entered into under the authority of 54 United States Code (54 U.S.C.) § 102701 and 54 U.S.C. § 102711.

The Secretary of the Interior, acting through the NPS, administers and manages Herbert Hoover NHS pursuant to Public Law 89-119 of August 12, 1965 (79 Stat. 510), and conducts law enforcement activities there and at other NPS areas within the State of Iowa pursuant to Title 54 U.S.C. § 102701.

Title 54 U.S.C. § 102701 authorizes the Secretary of the Interior “to designate...certain officers or employees of the Department of the Interior who shall maintain law and order and protect individuals and property within System units”.

Title 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the System”.

Under Iowa law 804.7B (See attached), federal law enforcement officers are recognized as out-of-state peace officers and may make arrests and conduct other law enforcement activities within the State pursuant to an agreement between the Federal officer's agency and a political subdivision of the State of Iowa. Type I commissioned NPS Rangers are recognized as out-of-state peace officers through this Agreement.

The City of West Branch is authorized to enter into intergovernmental understandings with public agencies pursuant to Chapter 28E of the Code of Iowa. Chapter 331, Sections 652 & 653, and Chapter 804 of the Code of Iowa authorize the West Branch Chief of Police to enforce the Laws of the State of Iowa and ordinances duly enacted by the City of West Branch. The WBPD is recognized for the purposes of Title 54 U.S.C. § 102711 as a nearby law enforcement agency.

Iowa Code Chapter 804, Sections 7B, authorizes persons employed full time by the United States government, who are empowered to effect arrests with or without a warrant for violation of the United States Code and who are authorized to carry a firearm in performance of their duties as federal law enforcement officer, to make arrests and conduct other law enforcement activities in Iowa pursuant to an agreement entered into under Chapter 28 E of the Code of Iowa.

The scope of this Agreement is defined by the authorities identified herein.

### **ARTICLE III – STATEMENT OF WORK**

#### **A. The NPS agrees as follows:**

##### **1. Within NPS Jurisdiction – Law Enforcement Assistance Pursuant to 54 U.S.C. § 102701:**

- a. In accordance with 54 U.S.C. § 102701, the NPS shall enforce all applicable Federal laws within Herbert Hoover NHS.
- b. The WBPD may supplement NPS law enforcement efforts, initiate law enforcement action, and independently patrol within Herbert Hoover NHS. The WBPD maintains primary responsibility for enforcing state laws and city ordinances within Herbert Hoover NHS.
- c. The NPS will provide the WBPD a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes.
- d. The NPS will assume primary control of most incidents occurring within Herbert Hoover NHS. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other Federal and local agencies and these incidents will be managed through unified command.
- e. The NPS may request resources of the WBPD for incidents occurring within Herbert Hoover NHS. The NPS will provide a liaison to the WBPD in cases when WBPD resources have been requested. The NPS liaison will participate and work cooperatively with the WBPD resources until the

incident is concluded and, when possible, a successful prosecution of the case has been attained.

**2. Outside NPS Jurisdiction – Law Enforcement Assistance Pursuant to 54 U.S.C. § 102711:**

- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document and in accordance with Iowa law to WBPD outside Herbert Hoover NHS.
- b. NPS emergency law enforcement assistance outside the boundaries of Herbert Hoover NHS generally stems from an unexpected occurrence that requires immediate action and may include one or more of the following:
  - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer needs assistance, threat(s) to health or safety of the public.
  - Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
  - Probable cause felonies and felonies committed in the presence of and observed by NPS commissioned rangers.
  - Indictable offenses (re: Iowa Code 804.7A2a) committed in the presence of National Park Service commissioned rangers that present an immediate threat to the health and safety of the public.
- c. Upon receiving an official request directly from the WBPD or from their approved dispatch service, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the WBPD whenever possible. A request for such emergency assistance will be placed with Herbert Hoover NHS's Senior Law Enforcement Officer or his/her representative.
- d. The NPS may render emergency law enforcement assistance in those situations where a NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify the WBPD of the emergency. Upon arrival of the first WBPD officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request, the NPS law enforcement ranger may assist the WBPD officer for the duration of the emergency.
- e. The NPS shall render assistance until such time as released by the WBPD on-scene incident commander or until the emergency no longer exists, whichever comes first.

- f. The on-scene commanding officer of the WBPD shall be in command of all officers, including NPS law enforcement rangers who are rendering emergency assistance; provided that the WBPD on-scene commander shall exercise command of NPS law enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene. The highest ranking individual shall be identified by the NPS at the time of the emergency.
- g. For good cause the NPS Senior Law Enforcement Officer or his/her representative may decide at any time to withdraw emergency law enforcement assistance.
- h. NPS Rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall wear the official NPS uniform, or, if approved by the NPS Senior Law Enforcement Officer or his/her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

**B. The WBPD agrees as follows:**

1. The following incidents, when occurring within Herbert Hoover NHS, must be reported to the NPS as soon as practical via verbal notification and/or written reports:
  - Incidents involving damage within Herbert Hoover NHS, the buildings or property contained therein.
  - Incidents involving fatalities, serious injury, or injuries to multiple persons.
  - Incidents involving or with the potential to involve media interest.
  - Incidents involving motor vehicle accidents within Herbert Hoover NHS park including the license plate number and/or Vehicle Identification Number of any vehicle that causes damage to park resources as a result of off-road driving or a motor vehicle accident.
  - Incidents involving planned or unplanned demonstrations in or near Herbert Hoover NHS;
  - Herbert Hoover NHS should be notified as soon as possible (via report copy) of incidents involving the possession and/or use of substantial, or felony levels of, cannabis or of an amount of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) which indicates the intent to distribute or deliver within Herbert Hoover NHS.
  - WBPD should contact Herbert Hoover NHS as soon as practical when incidents involving the possession or use of misdemeanor levels of cannabis, or less than 15 grams of any drug included in schedules I, II, III, IV, or V of the Controlled Substance Act (21 U.S.C. 812) occur within Herbert Hoover NHS. A copy of the case incident report may serve as ample notification of these incidents.

- Herbert Hoover NHS should be notified as soon as possible of incidents involving felony violations within the national park.
2. To make available and to provide assistance, when possible, with: large evidence storage, vehicle impound, fingerprinting and other law enforcement equipment that may not be routinely used by Herbert Hoover NHS law enforcement rangers.
  3. To custodial transfer any arrested suspects within Herbert Hoover NHS that may have a City or State interest.
  4. To provide Herbert Hoover NHS a list of WBPD responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes, but no less than an annual confirmation of assigned personnel.
  5. For good cause the WBPD may decide at any time to withdraw emergency law enforcement assistance.

**C. The parties further agree as follows:**

1. If an incident that occurs within Herbert Hoover NHS is a violation of both Federal and State law, then the NPS shall determine, after consulting with the United States Attorney's Office and other appropriate agencies, whether the violation should be prosecuted through the Federal or through the State system.
2. NPS law enforcement rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be "borrowed servants" of the WBPD.
3. As interdepartmental radio communications may be needed to coordinate law enforcement and public safety activities, each party authorizes the other party to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement. The Chief of Police will provide a list of approved radio frequencies to the Superintendent (See attached Radio Agreement).
4. Both agencies will make evidence related to law enforcement incidents that occur within Herbert Hoover NHS readily available for criminal prosecution within the other's judicial system to the extent authorized by applicable laws.
5. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other party.
6. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this Agreement.
7. To the extent authorized by applicable law, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and



releases the other party and its employees from any and all liability arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).

8. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's information officer or designee.
9. The parties will exercise their best efforts to perform their responsibilities under this Agreement in a timely and professional manner. However, nothing in this Agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

#### **ARTICLE IV – TERMS OF AGREEMENT**

This Agreement shall be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

#### **ARTICLE V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent  
Herbert Hoover National Historic Site  
110 Parkside Drive  
West Branch, Iowa 52358

Lead Park Ranger  
Herbert Hoover National Historic Site  
110 Parkside Dr.  
West Branch, IA 52358

2. **For the City of West Branch, Iowa:**

Mayor  
P.O. Box 218, 110 N. Poplar Street  
West Branch, IA 52358

Chief of Police  
105 S. Second St.  
West Branch, Iowa 52358

- B. **Communications** – The West Branch Chief of Police will address any communication regarding this Agreement to the Superintendent. The NPS will address any communication regarding this Agreement to the West Branch Mayor or his/her designee.
- C. **Changes in Key Officials** – Neither the NPS nor the City of West Branch may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification of this Agreement.

#### **ARTICLE VI – FUNDING**

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

#### **ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES**

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. Any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative, approves the release, or unless release is required by statute or rules of state or federal court.

#### **ARTICLE VIII – PROPERTY UTILIZATION**

Unless otherwise agreed to in writing by both parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to WBPD during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

#### **ARTICLE IX – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate the Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other with notice of its intentions to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

#### **ARTICLE X – STANDARD CLAUSES**

- A. **Civil Rights**



During the performance of this Agreement, the participants agree to abide by the terms of the U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, age, or sex.

**B. Promotions**

The Office of the West Branch Police Chief will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the WBPD represents. No release of information relating to the Agreement may state or imply that the Government approves of the WBPD work product or considers the WBPD work product superior to other products or services.

**C. Public Information Release  
Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**ARTICLE XII – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NATIONAL PARK SERVICE:**

Signature: \_\_\_\_\_

Name: Seth Goodspeed

Title: Lead Park Ranger

Herbert Hoover National Historic Site

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

Signature: \_\_\_\_\_

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

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

Signature: \_\_\_\_\_

Name: Herbert C. Frost, Ph.D.

Title: Regional Director, Interior Regions 3, 4, 5

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

**FOR THE WEST BRANCH POLICE DEPARTMENT:**

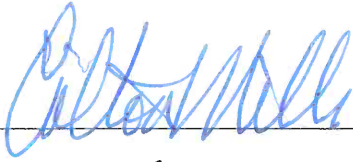
Signature: 

Name: John Kory Hanna

Title: Chief of Police, City of West Branch

Date: 4/5/2021

Signature: \_\_\_\_\_



Name: ~~Roger Laughlin~~ Cotton Miller

Title: Mayor, City of West Branch  
Pro Tem

Date: 4-5-2021

See attached:

- Iowa Code 804.7 – Arrests by Peace Officers
- Iowa Code 804.7A – Arrests by Federal Law Enforcement Officers
- Iowa Code 804.7B – Arrests by Out-of-State Peace Officers
- Memorandum “List of Responsible Persons”

#### 804.7 Arrests by peace officers

A peace officer may make an arrest in obedience to a warrant delivered to the peace officer; and without a warrant:

1. For a public offense committed or attempted in the peace officer's presence.
2. Where a public offense has in fact been committed, and the peace officer has reasonable ground for believing that the person to be arrested has committed it.
3. Where the peace officer has reasonable ground for believing that an indictable public offense has been committed and has reasonable ground for believing that the person to be arrested has committed it.
4. Where the peace officer has received from the department of public safety, or from any other peace officer of this state or any other state or the United States an official communication by bulletin, radio, telegraph, telephone, or otherwise, informing the peace officer that a warrant has been issued and is being held for the arrest of the person to be arrested on a designated charge.
5. If the peace officer has reasonable grounds for believing that domestic abuse, as defined in section 236.2, has occurred and has reasonable grounds for believing that the person to be arrested has committed it.
6. As required by section 236.12, subsection 2.

86 Acts, ch 1179, §7 Referred to in §28J.7, 804.7A, 805.9

---

#### 804.7A - Arrests by federal law enforcement officers

1. For purposes of this section, "federal law enforcement officer" means a person employed full time by the United States government who is empowered to effect an arrest with or without a warrant for a violation of the United States Code and who is authorized to carry a firearm in the performance of the person's duties as a federal law enforcement officer.
2. A federal law enforcement officer has the same authority, as provided in section 804.7, subsection 3, and has the same immunity from suit in this state as a peace officer, as defined in section 801.4, subsection 11, when making an arrest in this state for a nonfederal crime if either of the following exists:
  - a. The federal law enforcement officer has reasonable grounds for believing that an indictable public offense has been committed and has reasonable grounds for believing that the person to be arrested has committed it.
  - b. The federal law enforcement officer is rendering assistance to a peace officer of this state in an emergency or at the request of the peace officer.

90 Acts, ch 1014, §1

Referred to in §804.7B

#### Iowa Law 804.7B - Arrests by out-of-state peace officers

1. For purposes of this section, "out-of-state peace officer" means a person employed full time as a peace officer by a state other than Iowa or a political subdivision of a state other than Iowa who is empowered to effect an arrest with or without a warrant under the laws of that jurisdiction, who is authorized to carry a firearm in the performance of the person's duties, and who is certified or licensed as a regular peace officer in the jurisdiction in which the person's employing agency or

appointing authority is located. Notwithstanding section 804.7A, for purposes of this section “out-of-state peace officer” also means a person employed full time by the United States government who is empowered to effect an arrest with or without a warrant for a violation of the United States Code and who is authorized to carry a firearm in the performance of the person’s duties as a federal law enforcement officer.

2. *a.* An out-of-state peace officer may make arrests and conduct other law enforcement activities in this state pursuant to an agreement entered into under chapter 28E by the peace officer’s employing agency or appointing authority and the state of Iowa or a political subdivision of the state of Iowa. Any arrests made or activities conducted by an out-of-state peace officer shall be in accordance with any conditions and specifications contained in the agreement and shall be in accordance with Iowa law. An out-of-state peace officer who makes an arrest or conducts an activity in this state shall immediately contact and cooperate with a law enforcement agency having jurisdiction over the area in which the activities have occurred. An out-of-state peace officer who acts in accordance with an agreement entered into pursuant to this section and Iowa law has the same immunity from suit in this state as a peace officer, as defined in section 801.4.
- b.* Out-of-state peace officers making arrests or conducting law enforcement activities in this state pursuant to a chapter 28E agreement are not employees or agents of the state of Iowa or any political subdivision of the state of Iowa. To the extent permitted by law, the employing agency or appointing agency of the out-of-state peace officer and the out-of-state peace officer are liable for any acts or omissions which arise out of the arrests or law enforcement activities of the out-of-state peace officer.
- c.* Agreements made under this section shall not exceed any jurisdictional limitations to which the state or the political subdivision of this state are subject. Agreements made under this section shall not permit out-of-state peace officers to perform regularly scheduled or routine patrol functions. This section shall not be construed to limit the authority of an employing agency or appointing authority to restrict the exercise of power or authority of peace officers who are employed by or are the agents of the agency or authority.

98 Acts, ch 1140, §1



United States Department of the Interior  
NATIONAL PARK SERVICE



IN REPLY REFER TO:

HERBERT HOOVER NATIONAL HISTORIC SITE  
P.O. BOX 607  
WEST BRANCH, IOWA 52358-0607

January 28, 2021

Mr. Roger Laughlin  
City of West Branch  
P.O. Box 218  
110 North Poplar Street  
West Branch, Iowa 52358

Dear Mr. Laughlin:

The following is a list of individuals who are either commissioned law enforcement officers for the National Park Service or otherwise supervise the law enforcement program at Herbert Hoover National Historic Site:

- Peter S. Swisher, Superintendent
- Seth Goodspeed, Lead Ranger (Type I Commission)

These individuals may work with the City of West Branch Police Department as deemed fit and appropriate. This list will be updated as personnel changes occur at the park.

Any questions regarding this contact list may be directed to myself or to Ranger Seth Goodspeed at (319) 643-7857.

Sincerely,

Peter S. Swisher  
Superintendent