BUCHANAN-DELAWARE

LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made pursuant to Chapter 28 E, Code of Iowa. It shall be known as the Buchanan-Delaware Law Enforcement Mutual Aid Agreement and shall include the Police Department of the City of Manchester and the Sheriff's Departments of the Counties of Buchanan and Delaware under sanction by resolution of their respective governing bodies. The purpose of this agreement is to establish a working mechanism between the law enforcement agencies involved which may call upon each other for exchange of assistance as required.

Pursuant to this purpose, it is agreed as follows:

1. AUTHORIZATION. The County Sheriff, Police Chief or their designate in command shall be authorized to render and request mutual law enforcement aid among themselves to the extent of available personnel and equipment not required for adequate protection of the governmental agency rendering aid.

2. POWER AND AUTHORITY. Law enforcement personnel provided under this agreement to assist a member county or city shall have the same powers and authorities as law enforcement of the respective county or city wherein they provide assistance as provided by law including the power of arrest.

For the purpose of this agreement "law enforcement personnel" shall be defined as peace officers pursuant to Section 801.4(7) Code of Iowa.

3. COMPENSATION. Law enforcement mutual aid shall be

FILE No. 31-256
RECORDING FEE $ No Fee
TRANSFER FEE $

FILED FOR RECORD THE 31 DAY OF July, 1990 AT 11:10 O'CLOCK A. M. BOOK 2 PAGE 61

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

rendered without charge to a member of this agreement.

4. RULES AND REGULATIONS/BOARD OF DIRECTORS. The governing bodies agree to the creation of a board of directors consisting of the County Attorneys from the Counties of Delaware and Buchanan, the Chief of Police of the City of Manchester, and the Sheriffs of Buchanan and Delaware counties. The Board of Directors shall be responsible for the administration of this agreement and shall recommend preparation and approval of such supplemental agreements as may be necessary to carry out the goals of this agreement. The Board of Directors shall establish uniform rules and regulations for the giving and receiving of aid, subject to the approval of the governing body of each member governmental body. The rules and regulations may be revised and amended from time to time by the Board of Directors.

5. LIABILITY. All wages and disability payments, pension, workmen compensation claims and benefits, damage to equipment and clothing, and medical expenses and any and all other claims of law enforcement personnel and any and all benefits in connection with duties outside their jurisdiction and while acing in accordance with the terms of this agreement, shall be the responsibility of the governmental agency regularly employing such law enforcement personnel. The signatories to this agreement shall hold the other governmental agencies harmless from any and all claims made by their law enforcement personnel in connection with duties performed outside their respective jurisdictions while acting in accordance with the terms of this agreement.

It is further expressly agreed that all law enforcement personnel rendering aid outside their jurisdiction pursuant to this agreement shall be performing duties arising out of and in the course of his/or her employment with his/or her governmental agency employing such law enforcement personnel.

6. FINANCING. In the event that any property is purchased by any of the members for the benefit of or use by the members to this agreement such property shall be the joint property of said members and shall be disposed of by agreement of the parties. Any remaining funds will be returned to the parties in proportion to the amount of contribution of each member. Authority is vested in the board of directors established by this agreement to apply for and expend monies that may from time to time become available from various sources for the pursuit of the objectives of this agreement. In the event a local governmental body is required to administer or sponsor such money, the board of directors shall select an administrator for that purpose.

Budgeting requests to all participating governmental bodies may be made on an annual basis with each governmental body retaining sole authority in directing disbursements for the benefit of this agreement.

7. EFFECTIVE DATE OF AGREEMENT. This agreement shall become effective between governmental agencies upon the date of passage and execution by the governing body of each governmental agency which is a party to this agreement. The Clerk or Auditor of each member shall furnish the other member agencies with

copies of the resolution approving the agreement and authorization execution and a signed copy of the agreement shall be furnished to each party to the agreement.

8. DURATION. The duration of this agreement shall be perpetual in nature.

9. TERMINATION. The agreement shall remain in full force and effect until such time as a member governmental agency passes a resolution terminating this agreement. However, said agreement shall continue in force between other governmental agencies not terminating unless the same is likewise terminated by the remaining members.

This agreement shall be filed with the Secretary of State and recorded with the County Auditors of Buchanan and Delaware counties.

This agreement filed and dated by the respective parties as follows:

Dated this 16 th day of July, 1990.

CITY OF MANCHESTER

Mayor (Milt L. Kramer)

ATTEST: City Clerk (Karen K. Cole)

Dated July 16, 1990

COUNTY OF BUCHANAN

(Gary Schweitzer)
Chm., Board of Supervisors

ATTEST: (Cindy Witt)
County Auditor

Dated July 16, 1990.

On this 23rd day of July, 1990., before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-566-90 adopted by City Council of the City of Manchester, Iowa on July 16, 1990, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by its voluntarily executed.

Notary Public; my commission expires 8-29-90
(Linda K. Tutton)

COUNTY OF DELAWARE

Marvin Schulte
Marvin Schulte
Chairman, Board of Supervisors

ATTEST:

Sharon McCrabb
Sharon McCrabb
Auditor

On this 24th day of July, 1990, before me, Pat Becker, a Notary Public in and for the State of Iowa, personally appeared Marvin Schulte and Sharon McCrabb to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, passed by the Board of Supervisors on the 16th day of July, 1990, and Marvin Schulte and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and dead and the voluntary act and dead of the county, by it voluntarily executed.

Pat Becker
Notary Public, my commission expires 03/07/93
Pat Becker

On this 16th day of July, 1990, before me, Jeanne Shannon, a Notary Public in and for the State of Iowa, personally appeared Gary Schweitzer and Cindy Witt to be personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Buchanan, Iowa; that the seal affixed to the foregoing instrument is the seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, passed by the Board of Supervisors on the 16th day of July, 1990, and Gary Schweitzer and Cindy Witt acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

JEANNE SHANNON
MY COMMISSION EXPIRES
2-15-91

Jeanne Shannon
Notary Public
Jeanne Shannon