DELAWARE COUNTY IOWA
FILED
2004 MY 27 PM 3:37
BOOK 2004 PAGE 1890
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
31.00

Preparer Information	Kevin B. Struve Assistant Attorney General	Iowa Department of Justice 1305 East Walnut	Des Moines	515 281-5428
	Individual's Name	Street Address	City	Phone

SPACE ABOVE THIS LINE FOR RECORDER

EASTERN IOWA CLANDESTINE LAB ENFORCEMENT MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, 2003. It shall be known as the **Eastern Iowa Clandestine Lab Enforcement Mutual Aid Agreement** and shall include the Police Departments of the following cities under sanction by resolution of their respective city councils of the following cities: city of Dubuque, city of Waterloo, city of DeWitt, city of Keokuk, city of Manchester, city of Tipton, city of Iowa City; and the Sheriff Departments of the following counties under sanction by resolution of the Board of Supervisors of the following counties: Black Hawk County, Buchanan County, Delaware County, Dubuque County, Jones County, Jackson County, Cedar County, Clayton County, Scott County, Johnson County, Muscatine County, Washington County, Louisa County, Jefferson County, Henry County, Des Moines County, Van Buren County and Lee County. The purpose of said agreement is to establish a working mechanism among various Eastern Iowa Law Enforcement agencies, who may call upon other members for exchange of assistance as required, to fulfill the goal of disrupting and reducing the manufacture and distribution of methamphetamine and other illicit controlled substances in Eastern Iowa, by improving the investigation and prosecution of said cases.

Pursuant to said purpose it is agreed as follows:

1. **AUTHORIZATION**. The County Sheriff, Chief of Police or their designate in command shall be authorized to render and request mutual law enforcement aid to and from the other cities and/or counties 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(11), Code of Iowa, 2001.

3. **COMPENSATION**. The law enforcement mutual aid shall be rendered without charge to a member of this agreement.

4. **RULES AND REGULATIONS**. The police chiefs and sheriffs of the members to this agreement 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. A copy thereof shall be filed with the clerk or auditor of each member governmental body. The rules and regulations may be revised and amended from time to time by the police chiefs and sheriffs. Each revision or amendment shall be filed with the clerk and auditor of each member governmental body to this agreement.

5. **ADVISORY BOARD**. The signatories to this mutual aid agreement consent to the creation of an Advisory Board made up initially of the full time participants to this agreement (i.e., the Chief of Police of the city of Dubuque, Iowa or his designee, the Chief of Police of the city of Waterloo, Iowa or his designee, and the Sheriffs, or their designee, from each of the following Iowa counties: Scott, Muscatine, Des Moines and Johnson). Furthermore, the following agencies shall also have a representative on the Advisory Board: the Iowa Department of Public Safety, Division of Narcotics Enforcement (DNE); the Iowa Governor's Office of Drug Control Policy (ODCP); and the Iowa Department of Justice (IDOJ). In addition, those agencies providing part-time assistance pursuant to this agreement (i.e., Buchanan County, Jefferson County, and the cities of DeWitt, Keokuk, Manchester, and Tipton) shall collectively have one representative on the Advisory Board as determined by the Advisory Board. Initially, the representative of the part-time participants shall be the Sheriff, or his designee of Buchanan County. The Advisory Board will 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, including any restructuring of the Advisory Board. Any signatory to this agreement who has not been named to the Advisory Board hereby waives any right to representation on said board that they may have pursuant to section 28E.6 of the Iowa Code.

6. **LIABILITY**. This agreement does not change the employment status of any peace officer who acts pursuant to this agreement. All wages and disability payments, pension, workmen's compensation claims and benefits, damage to equipment and clothing, and medical expense and all other claims and benefits in connection with duties outside the jurisdiction in accordance with terms of this agreement shall be the responsibility of the governmental agency regularly employing such law enforcement personnel. Each agency shall defend and hold harmless the other governmental agencies, including any agencies or individuals who are members of the Advisory Board, from any and all claims made by or against its regular employee.

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 employment with his governmental agency employing such law enforcement personnel.

7. **FINANCING**. In the event that any property is purchased by a member agency for the benefit of or use by a member to this agreement, such property will be the joint property of said members, and upon, but not limited to the termination of this agreement, will be disposed of by agreement of the parties. Any remaining funds will be returned to the respective parties in proportion to the amount of contribution by each member agency.

Authority is vested in the Advisory Board established by this agreement to apply for and expend monies and/or property, including both personal and real property, 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 or property, the Advisory Board will select an administrator for that purpose, with the understanding that said money or property is held for the benefit of the members of this mutual aid agreement.

The Advisory Board may make a budget request to any participating governmental body on an annual basis, with each governmental body retaining sole authority in directing disbursements for the benefit of this agreement.

8. **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, copies of the resolution approving the agreement and authorizing execution and a signed copy of the agreement shall be furnished to each party to the agreement.

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

10. **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.

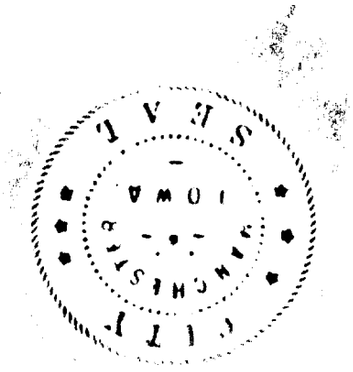
This agreement shall be filed with the Secretary of State and recorded with the County Recorder, or if said office has been abolished, with the County Auditor.

The foregoing **Mutual Aid Agreement**, consisting of four pages, excluding the signature page(s), is hereby adopted and approved, signed and dated by the respective parties as follows:

CITY OF Manchester

Milt L. Kramer — 5-24-04
Signature - Mayor — Date

Milt L. Kramer
Printed Name - Mayor



[illegible] — 5-24-04
Signature - City Clerk — Date

Erin Rempe
Printed Name - City Clerk

COUNTY OF _____

_____ — _____
Chairman, Board of Supervisors — Date

_____
Printed Name - Chairman, Board of Supervisors

_____ — _____
Signature - Auditor — Date

_____
Printed Name - Auditor