Book 2005 Page 2027
Document 2005 2027 Type 06 018 Pages 4
Date 6/09/2005 Time 9:26 AM
Rec Amt $.00

DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Sharon McCrabb, Delaware County Auditor 301 E. Main, Manchester, IA 563-927-4701

CERTIFICATION

STATE OF IOWA)
) SS:
DELAWARE COUNTY)

This is to certify that the attached "law enforcement Mutual Aid Agreement" is a true copy of the original approved by the Board of Supervisors of Delaware County, Iowa, and signed by Shirley E. Helmrichs, Chairperson.

The mutual aid agreement between Buchanan County, Benton County, Delaware County, Fayette County and the Cities of Oelwein and Independence was approved in an official board meeting on the 25th day of April, 2005 and recorded in Official Minute Book X.

Dated this 8 day of June, 2005.

Sharon McCrabb

Sharon McCrabb, Delaware County Auditor

Subscribed and sworn to before me, Carolyn A. Wilson, and in my presence by Sharon McCrabb, Delaware County Auditor, this 8 day of June, 2005.

Carolyn A. Wilson

Carolyn A. Wilson, Notary Public in and for the State of Iowa

CAROLYN A. WILSON
Commission Number 167742
My Commission Expires
12-17-07

Prepared by Alan Vanderhart, 210 5th Ave NE, Independence, Iowa, 319-334-3710

Buchanan - Benton - Delaware - Fayette - Oelwein - Independence
LAW ENFORCEMENT MUTUAL AID AGREEMENT
Rural Area Interdiction Detail
Multi-jurisdictional Narcotics Task Force

THIS MUTUAL AID AGREEMENT ("the Agreement") is made pursuant to Iowa Code Chapters 28D and 28E. It shall be known as the Rural Area Interdiction Detail (RAID). The parties shall include the Police Departments of the cities of Independence and Oelwein by resolution of their respective city councils and the Sheriff's Departments of Buchanan, Benton, Fayette, and Delaware counties by resolution of their respective boards of supervisors.

In consideration of the mutual promises set forth herein, it is **AGREED:**

1. **PURPOSE.** The purpose and intent of the Agreement is to establish an orderly procedure for the provision by the parties of aid and assistance in the execution of law enforcement activities and operations to each other.

2. **AUTHORIZATION.** The sheriff or police chief of a party, or his or her designee in command, is authorized to render and request mutual law enforcement aid to and from the other parties to the extent of available personnel and equipment not required for adequate protection of the governmental agency rendering aid.

3. **POWERS AND AUTHORITY.** Law enforcement personnel rendering assistance under the Agreement shall possess the same lawful powers and authority which law enforcement personnel of the party receiving assistance possess, including the power of arrest. For purpose of this paragraph, the term "law enforcement personnel" shall refer only to those individuals qualified as "peace officers" pursuant to Iowa Code Section 801.4(11).

4. **COMPENSATION.** Mutual aid pursuant to the Agreement shall be rendered without charge to the receiving party.

5. **BOARD OF DIRECTORS.** A board of directors comprised of the respective sheriffs and chiefs of police, or their designees, of the parties shall oversee and administer activities and operations conducted pursuant to the Agreement. The Board Of Directors shall meet at least quarterly and may meet on other occasions as may be deemed necessary from time to time. The Board of Directors shall recommend preparation and approval of such supplemental agreements as may be necessary to carry out the objectives of the Agreement.

6. **RULES AND REGULATIONS.** The Board of Directors shall establish in writing uniform rules and regulations for the rendering and receipt of aid, subject to the approval of the governing body of each party. The Board of Directors may revise and amend the rules and regulations from time to time. A copy of the rules and regulations and each revision or amendment thereof shall be filed with the police chief or sheriff of each party.

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BENTON CO., IOWA

7 5. **LIABILITY.** All wages and disability payments, pension/retirement benefits, workers compensation claims and benefits, damage to equipment and clothing, medical expenses, and any and all other claims or benefits of law enforcement personnel incurred in connection with mutual aid rendered outside their respective jurisdictions pursuant to the Agreement shall be the sole responsibility of the party regularly employing such law enforcement personnel. The parties shall hold each other harmless from any and all claims made by their law enforcement personnel arising from mutual aid rendered pursuant to the Agreement.

It is further expressly agreed that all actions of law enforcement personnel rendering mutual aid outside their respective jurisdictions pursuant to the Agreement shall be deemed to be in the course of the regular employment of such personnel.

8 6. **EFFECTIVE DATE OF AGREEMENT.** The Agreement shall become effective on the date of filing of this document with office of the Iowa Secretary of State. The clerk or county auditor of each party shall furnish the other parties with a copy of the resolution approving the Agreement and authorizing execution. Each party shall received an executed copy of the Agreement after its filing in the office of Iowa Secretary of State.

1 7. **DURATION.** The duration of the Agreement shall be perpetual.

10 8. **TERMINATION/WITHDRAWAL.** The Agreement may be terminated by resolution adopted by the governing bodies of all parties. Such termination shall be effective on the date of notification of the Iowa Secretary of State of such termination. Any party may withdraw from the Agreement by resolution adopted by its governing body. Such withdrawal shall become effective 10 days after passage. However, the Agreement shall remain in full force and effect between the remaining parties not so terminating.

11 9. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties, and supersedes or replaces any prior agreements between the parties relating to its subject matter. Any agreement or understanding between agents and employees of the parties that is not incorporated into this Agreement, an amendment thereof, or rules or regulations adopted pursuant thereto is not binding upon the parties or enforceable against either of them.

12 10. **AMENDMENT.** This Agreement may be amended at any time by written agreement adopted by the governing bodies of the parties. The articles of amendment shall be filed with Iowa Secretary of State and recorded by the county recorders of the parties as required by law

This Agreement shall be filed with the Secretary of State and recorded with the county recorders of each party as required by law after adoption by each party hereto.

The respective parties adopt this Agreement as follows:

City of Independence, Iowa

Mayor

Attest: City Clerk

Date: March 22, 2005

City of Oelwein, Iowa

Mayor

Attest: City Clerk

Date: 6/28/04

County of Buchanan, Iowa

Chair, County Board of Supvs.

Attest: County Auditor

Date: May 3, 2004

County of Benton, Iowa

Chair, County Board of Supvs.

Attest: County Auditor

Date: May 25, 2004

County of Delaware, Iowa

Chair, County Board of Supvs.

Attest: County Auditor

Date: 4/25/05

County of Fayette, Iowa

Chair, County Board of Supvs.

Attest: County Auditor

Date: December 6, 2004