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LISA SMITH. COUNTY RECORDER
MADISON COUNTY IOWA

RESOLUTION

WHERE AS, MADISON COUNTY ENTERED INTO A 28E AGREEMENT ON JULY 30TH, 2002 WITH THE SOUTH CENTRAL IOWA CLANDESTINE LAB ENFORCEMENT MUTUAL AID GROUP AND

WHEREFORE, DO TO WORDING IN THE ORIGINAL AGREEMENT WHICH DECLARED THE GROUP A SEPARATE ENTITY AND IT CAUSED INSURANCE PROBLEMS, THE SOUTH CENTRAL IOWA CLANDESTINE LAB ENFORCEMENT MUTUAL AID GROUP IS ASKING FOR A NEW 28E AGREEMENT WITH THE WORDING CHANGED TO INCLUDE THE GROUP AS A WHOLE TO COVER ALL INSURANCE CLAIMS.

WHERE AS, MADISON COUNTY HAS NOT USED OR PARTICIPATED IN THIS GROUP, THE MADISON COUNTY SHERIFF HEREBY REQUESTS THE BOARD OF SUPERVISORS TO RESCIND THE ORIGINAL 28E AGREEMENT WITH THE GROUP AND NOT ENTER INTO A NEW AGREEMENT.

AYES	NAYS

DATED: 3-9-10
ATTEST: _____
JOAN WELCH,MADISON COUNTY AUDITOR

SOUTH CENTRAL IOWA CLANDESTINE LAB ENFORCEMENT MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, 2001. It shall be known as the **South Central 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 Centerville, City of Creston; and the Sheriff Departments of the following counties under sanction by resolution of the Board of Supervisors of the following counties: Story County, Dallas County, Polk County, Jasper County, Madison County, Warren County, Marion County, Union County, Clarke County, Lucas County, Monroe County, Wapello County, Ringgold County, Decatur County, Wayne County, Appanoose County, and Davis County. The purpose of said agreement is to establish a working mechanism among various South Central 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 South Central 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. BOARD OF DIRECTORS. The signatories to this mutual aid agreement consent to the creation of a board of directors made up initially of the Chief of Police of Centerville, Iowa or his designee, and the Sheriffs, or their designee, from each of the following Iowa counties: Appanoose, Marion, Polk, Wapello, and Warren. In addition, the following agencies shall also have a representative on the board of directors: the Department of Public Safety, Division of Narcotics Enforcement (DNE); the Governor's Office of Drug Control Policy (ODCP); the Iowa Department of Justice (IDOJ); and the Wapello County Attorney's Office. The board of directors 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 board of directors. Any signatory to this agreement who has not been named to the board of directors 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 board of directors, 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 board of directors 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 board of directors 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 board of directors 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.

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

COUNTY OF Madison

Bob Wenk

Chairperson

Dated May 30, 2002

Attest: Joan Welch

Auditor

SOUTH CENTRAL IOWA CLANDESTINE LAB ENFORCEMENT MUTUAL AID AGREEMENT

Addendum

11. **ADDENDUM.** The original signatories to this 28E Agreement and the city of Oskaloosa and the county of Mahaska agree that the city of Oskaloosa and the county of Mahaska will become part of the **South Central Iowa Clandestine Lab Enforcement Mutual Aid Agreement,** with full rights, responsibilities and duties of membership. The city of Oskaloosa and County of Mahaska have read the original 28E agreement and accept all terms and conditions included therein.

This addendum 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.

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

CITY OF OSKALOOSA

_____
Mayor
Dated _____

_____
City Clerk
Dated _____

COUNTY OF MAHASKA

_____
Chairman, Board of Supervisors
Dated _____

_____
Auditor
Dated _____

CITY OF CRESTON

_____
Mayor
Dated _____

_____
City Clerk
Dated _____

COUNTY OF LUCAS

_____
Chairman, Board of Supervisors
Dated _____

_____
Auditor
Dated _____

COUNTY OF MADISON

Bob Welch
Chairman, Board of Supervisors
Dated July 30, 2002

Thomas Welch
Auditor
Dated July 30, 2002

COUNTY OF WARREN

Chairman, Board of Supervisors
Dated _____

Auditor
Dated _____

COUNTY OF MARION

Chairman, Board of Supervisors
Dated _____

Auditor
Dated _____

COUNTY OF UNION

Chairman, Board of Supervisors
Dated _____

Auditor
Dated _____

COUNTY OF CLARKE

Chairman, Board of Supervisors
Dated _____

Auditor
Dated _____

COUNTY OF MONROE

Chairman, Board of Supervisors
Dated _____

Auditor
Dated _____