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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Prepared By: Kristen M. May, 312 East Maple, Centerville, IA 52544 (641)437-4339

28E Agreement Concerning South Central Iowa Interagency Drug Task Force

WHEREAS, this is a Mutual Aid Agreement is made pursuant to Chapter 28E, Code of Iowa, 2009. It shall be known as South Central Iowa Interagency Drug Task Force 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 Albia, City of Chariton, City of Creston, and the Sheriff Departments of the following counties under sanction by resolution of the Board of Supervisors of the following counties: Appanoose County, Lucas County, Monroe County, Wayne County, Marion County, Clarke County, Union County, Ringgold County, Decatur County, and Madison County. The purpose of said agreement is to establish a working mechanism among various South Central Law Enforcement agencies who may call upon other members for exchange of assistance as required; and

WHEREAS, in the course of agencies' and officers' investigation and enforcement of drug laws, it may become necessary for officers to act outside their normal jurisdiction and/or it may be advantageous for law enforcement agencies to share resources on a request-for-assistance basis; and

WHEREAS, this 28E Agreement will supersede all others previously signed by any or all of above named parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties signatory stipulate and agree as follows:

1. AUTHORIZATION. The County Sheriff, Police Chief or their designee 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 government 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 of duty 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 2009.

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

4. RULES AND REGULATIONS/BOARD OF DIRECTORS. 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 Secretary of State and recorded with the County Recorder of each member of the governmental body. The rules and regulations may be revised and amended from time and time by the police chiefs and sheriffs. Each revision or amendment shall be filed with the Secretary of State and county recorder of each member governmental body to this agreement.

   The governing bodies agree to the creation of a Board of Directors made up of County Attorneys or their assistants from each county named in this agreement. 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.

5. LIABILITY. All wages and disability payments, pension, workman 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 the jurisdiction in accordance with the terms of this agreement shall be the responsibility of the governmental agency regularly employing such law enforcement personnel and said government agencies shall hold the other governmental agencies harmless from any and all claims made by their law enforcement personnel in connection with duties outside the jurisdiction 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 employment with his 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 will be insured by the said members and upon, but not limited to the termination of this agreement will be disposed of by an 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 will select an administrator for the 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 City Clerk or Auditor of each member shall furnish the other member agencies, copies of the resolution approving the agreement and authorized execution and a signed copy of the agreement and authorized 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 Recorder.

This agreement filed and dated by the respective parties as follows:
Dated this 21 day of December, 2009.

RESOLUTION NO. 50-7-10

A RESOLUTION APPROVING ENTERING INTO THE SOUTH CENTRAL IOWA INTERAGENCY DRUG TASK FORCE MUTUAL AID AGREEMENT

WHEREAS, the Counties of Appanoose, Lucas, Monroe, Wayne, Marion Clarke, Union, Ringgold, Decatur, and Madison and the City of Centerville, Albia, Chariton, and Creston purpose to enter into the South Central Iowa Interagency Drug Task Force Mutual Aid Agreement under the joint exercise of governmental powers authority under the Iowa Code; now therefore.

BE IT RESOLVED by the Board of Supervisors of the County of Madison, Iowa, that the Board of Supervisors and the Auditor are herewith authorized and directed to execute the South Central Iowa Interagency Drug Task Force Mutual Aid Agreement.

BE IT FURTHER RESOLVED, that upon the effective date thereof the Sheriff and his subordinates of the County of Madison are authorized and directed to fulfill and perform the terms and conditions of said agreement.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors for Madison County shall forward a copy of this resolution to the other cities and counties involved there in and further upon execution of the agreement by all parties, that a copy be filed with all parties and such other offices as may be required under Chapter 28E of the Iowa Code

PASSED AND APPROVED this 27 day of July, 2010.

Chairman of Board of Supervisors
Steven B. Raymond

Attest: Joan Welch
Auditor

STATE OF IOWA)
) ss:
COUNTY OF Madison)

On this 30 day of July, 2010, before me, ~~Steve Raymond~~, a Notary Public in and for the State of Iowa, personally appeared to me, ~~Joan Welch~~ to me personally known, and who, being by me duly sworn, did say that he/she is the Chairman for ~~Madison~~ County, Iowa; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors and acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for Said State

JANA S. CORKREAN
Commission Number 740088
My Commission Expires
4-1-12