



City of Muscatine



AGENDA ITEM SUMMARY

DATE 3/18/21

STAFF

Brett Talkington Police Chief

SUBJECT

28E/28D Amended Contract with Muscatine County Sheriff, Muscatine Police Department, Iowa Department of Public Safety, Division of Narcotics Enforcement, Cedar County Sheriff, and Louisa County Sheriff.

EXECUTIVE SUMMARY

The Muscatine-Louisa-Cedar County & DNE Task Force shall be deemed to be the legal successor of the Muscatine County Drug Task Force as established by the 28E agreement recorded on February 15, 1999 and as may have been previously amended by subsequent MOU in 2013 that was not otherwise filed. This amendment finalizes the addition of Cedar and Louisa Counties to the Drug Task Force.

STAFF RECOMMENDATION

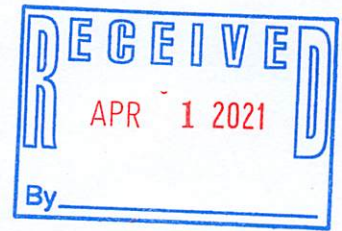
Staff recommends city council approve the new 28E/28D contract.

BACKGROUND/DISCUSSION

This current 28E contract had been in effect since February 15, 1999. The contract needs updated due to Cedar and Louisa Counties being added to the Drug Task Force in 2013 through a Memorandum of Understanding. The parties hereby agree to move forward under the legal name of, the Muscatine-Louisa-Cedar County & DNE Drug Task Force for the purpose of implementing joint and/or corporative action in the parties' drug law investigation, enforcement, and prosecution efforts.

CITY FINANCIAL IMPACT

See attachment



**AMENDED & RESTATED
MUSCATINE-LOUISA-CEDAR COUNTIES & DNE
DRUG TASK FORCE AGREEMENT**

(IOWA CODE 28E/28D)

WHEREAS, it is in the mutual best interest of counties, municipalities, and State agencies to coordinate their controlled substances investigations enforcement, and prosecution efforts and to share resources available through various sources of funding; and

WHEREAS, Iowa Code Chapter 28E provides guidelines and mechanisms for such coordination through a 28E Agreement; and

WHEREAS, the parties to this agreement are:

Muscatine County Sheriff;
Muscatine Police Department;
Iowa Department of Public Safety, Division of Narcotics Enforcement;
Cedar County Sheriff;
Louisa County Sheriff.

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

WHEREAS, it is also necessary and desirable to stipulate the scope of participation agencies' and officers' authority pursuant to Iowa Chapter 28D; and

WHEREAS, the below-named counties, municipality and State agency desire to enter into a 28E/28D Agreement for the purposes of expanding the Muscatine County Drug Task Force, as established by the 28E agreement recorded on February 15, 1999, to include all current law enforcement entities now participating into this existing agreement, coordinating drug law investigation, enforcement, and prosecution efforts and stipulating their respective rights and responsibilities in conjunction therewith, including seizure of assets and forfeiture; and

WHEREAS, in order to combat the multi-jurisdictional illegal trafficking of controlled substances, participating law enforcement agencies agree hereby to pool and integrate law enforcement resources into what will hereafter be called the Muscatine-Louisa-Cedar Counties & DNE Drug Task Force ("Drug Task Force") to coordinate and enforcement of drug laws as they extend over jurisdictional boundaries of the parties hereto and to cooperate with other jurisdictions, state, and federal groups.

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

**DIVISION I.
IOWA CODE CHAPTER 28E AGREEMENT**

- A. The Muscatine-Louisa-Cedar County & DNE Drug Task Force shall be deemed to be the legal successor of the Muscatine County Drug Task Force as established by the 28E agreement recorded on February 15, 1999 and as may have been previously amended by subsequent Memorandum of Understanding in 2013 that was not otherwise filed. The Drug Task Force shall continue to be of indefinite duration. The Executive Committee may, by majority vote, dissolve the Drug Task Force.
- B. The parties hereby agree to move forward under the legal name of, the Muscatine-Louisa-Cedar County & DNE Drug Task Force for the purpose of implementing joint and/or corporative action in the parties' drug law investigation, enforcement, and prosecution efforts.
- C. The purposes of the Muscatine-Louisa-Cedar County & DNE Drug Task Force are:
1. To serve as a communicating and coordinating body; to plan, foster, implement, monitor, and evaluate the coordination of drug law investigation, enforcement, and prosecution efforts among the body membership; and for the mutual advantage of the membership;
 2. To serve as a conduit for private, local, state and federal funding which may be available for any of the purposes set forth herein and any activities reasonably incidental thereto;
 3. To organize and implement training and education programs for law enforcement agencies and officers relating to drug law investigation, enforcement, and prosecution;
 4. To establish and maintain a budget, including methods of revenue acquisition in order to fund the purposes set forth herein; and
 5. To Complete any and all acts necessary and appropriate under Iowa law to effectuate the purposes set forth herein, including distribution of forfeited assets to the members hereof.
- D. The parties agree that effective use of personnel in enforcement of drug laws requires that an Executive Committee be established to supervise and oversee the operation of the Task Force, make such reports to participating agencies as may be required, to apply for and receive such funds as may be assigned to or budgeted for the Task Force either by a participating agency or by any grant or gift, and to make decisions as to cases to be assigned to the Task Force. The Executive Committee shall consist of one annually designated member-representative from each of the parties. On or before January 1st of each calendar year, each party shall designate its member-representative who shall serve for the ensuing calendar year, or until his or her successor is designated and accepts the designation. Until such time as designation is made, the member-representative from each party is the highest ranking member of each law enforcement agency.
- E. The Drug Task Force may acquire personal and real property in its name, through duly authorized action of its Executive Committee and disposition of any such

property with a value in excess of \$500 may be made upon the affirmative vote of two-thirds of the Committee's membership.

- F. Meetings of the Drug Task Force shall be subject to the requirements of Iowa Code Chapter 21. Documents of the Drug Task Force shall be subject to the requirements of Iowa Code Chapter 22.
- G. The Fiscal Officer of the Drug Task Force shall be an employee of the Muscatine County Business Administration Office. The Fiscal Officer shall receive and disburse grant funds for the operation of the Task Force. All personnel salaries and cost of vehicles, etc. used by the Task Force personnel shall be the individual responsibility of the agency employing such person, except as to overtime, salaries, benefits, and other expenses which are received and funded through a grant.
- H. The Executive Committee shall designate by majority vote a Director who shall be responsible for the daily operation of the Drug Task Force and conducting quarterly Drug Task Force meetings. The Director shall be a member of one of the agencies involved in the Task Force so far as possible, the Director position may rotate among the organizations.
- I. If the Drug Task Force is dissolved, the property held by it shall be disposed of as follows:
 - 1. Real property and tangible assets may be allocated among the member agencies by vote of the Executive Committee.
 - 2. Cash and other property not disposed of by vote will be liquidated in a reasonable manner and divided according to percentages determined by a majority vote of the Executive Committee. Should the Executive Committee be unable to agree on a division, the property will be divided among the member agencies equally.
 - 3. No disbursement of property will be made to an agency withdrawing from the Drug Task Force unless otherwise approved by the Executive Committee.
- J. The Executive Committee may modify paragraph D of the Agreement, including, but not limited to allowing representation on the Executive Committee of Cities located in the three counties as may be beneficial to the Drug Task Force. Such modification shall only be by the unanimous vote of the Executive Committee. The Executive Committee may set conditions, such as staffing or other resource commitments, for the modification of representation.
- K. The Executive Committee may establish the position of Task Force Liaison Officer for the purpose of coordinating actions and information with other governmental agencies. The Task Force Liaison Officer shall have authority to conduct regular business of the Drug Task Force and is hereby authorized to spend less than \$5,000.00 for any one (1) item while conducting business for the Drug Task Force. All expenditures shall be reported immediately to the Muscatine County Business

Administration Office for proper entry and recording in the Drug Task Force financial records maintained by that office.

- L. The Executive Committee may grant voting rights on the Executive Committee to one or more municipalities or state agencies in recognition of the cooperation of the municipality or state agency in the achievement of the goals of the Drug Task Force. The Executive Committee may vote to include such municipality or state agency in revenue and property sharing agreements. The establishment and disestablishment of such quasi-membership shall be done by resolution of a majority of the Executive Committee members representing the signatories of this Agreement.

**DIVISION II.
IOWA CODE CHAPTER 28D AGREEMENT**

- A. A peace officer employed by any of the parties to this agreement shall have full power and authority of a peace officer to act in any location within the jurisdictional boundaries of the parties hereto when such officer is aware of criminal activity in the said jurisdiction, observe a crime occurring in his/her presence; or in acting pursuant to a request-for-assistance under this Agreement.
- B. The purpose of this Agreement is to recognize the guidelines, terms, and conditions set forth in Iowa Code Chapter 28D relating to the interchange of federal, state and local government employees, and the parties signatory hereby adopt and acknowledge as working agreement among them the terms of Chapter 28D. Any peace officer acting pursuant to the authority granted by this Agreement and by Iowa Code Chapter 28D shall:
 - 1. Act only when action is necessary to prevent immediate and apparent harm to persons and property; is taken as may be reasonable necessary and prudent to fulfill the purposes of drug law investigations and/or enforcement; or is in response to a request-for assistance made pursuant to this agreement.
 - 2. Act subject the rules, regulations, and directives of the peace officer's employer.
 - 3. Relinquish control of the situation to the first local law enforcement agency officer who arrives on the scene if feasible and appropriate.
- C. A peace officer acting pursuant to this Agreement shall be deemed to be serving in the scope of his or her employment.
- D. The parties providing employees for assistance to other jurisdictions under this Agreement, to the extent allowed by law, shall indemnify and hold harmless a government agency receiving assistance, for action taken by a peace officer under the authority of this Agreement and Iowa Code Chapter 28D.

- E. All personnel assigned to the Task Force shall continue to be employees of the participating unit of government and shall be compensated by that participating unit in accordance with its regular procedures. Such personnel shall be subject to orders from their respective agencies unless actively engaged in a multi-jurisdictional case or investigation, and during such times shall have primary responsibility within the geographical boundaries of their own unit of government.
- F. Request of assistance must be made by the chief investigative officer of the requesting jurisdiction or his/her duly-appointed designee, and should be made in writing unless an oral request is necessitated by confidentiality, exigency, or other request unworkable under the circumstances.

DIVISION III. MISCELLANEOUS PROVISIONS

- A. A party to this Agreement may terminate the entirety of its participation in this Agreement or modify its respective contribution of personnel by giving 60 days written notice to the Executive Committee and by contemporaneously providing a copy of the written notice to each of the parties. In the event a party withdraws, that party shall be entitled to the return of any property and equipment supplied to the Task Force for which title remains vested in that party. Property and equipment donated or otherwise given to the Task Force as a gift or contribution shall remain the property of the Task Force. In the event that participating entity personnel is changed to include more or less personnel, the Executive Committee may consider and propose further amendment or modification of this Agreement.
- B. In the event that any part of this Agreement is found to be void or voidable by operation of statute, order of court, or otherwise, all other provisions of this Agreement in section whole or part shall remain in full force and effect and shall be unaffected thereby.
- C. All county parties hereto enter into this Agreement by authority of a resolution duly adopted by the respective county's board of supervisors; all municipalities a party hereto enter into this Agreement by authority of a resolution duly adopted by the respective city council or other governing board of such municipality; and all State agencies by appropriate signatory.
- D. This Agreement shall replace any currently effective 28E/28D Agreement establishing the Muscatine County Drug Task Force and then to the extent modified/amended herein.
- E. Upon the majority vote of the Executive Committee another public agency as set forth by Iowa Code Section 28E.2 may become a member of the Muscatine-Louisa-Cedar County & DNE Drug Task Force. Said public agency shall abide by all terms of this Agreement and other provisions of grants received by the Muscatine-Louisa-Cedar County & DNE Drug Task Force. An agency becoming a member of the Muscatine County & DNE Drug Task Force shall be eligible for representation on the Executive Committee only upon a separate vote of the Executive Committee.

- F. This Agreement may be signed in counterparts.
- G. The enumeration of powers given to officers of the Drug Task Force and the Executive Committee shall not limit the general powers to conduct the business of the Drug Task Force in a reasonable manner. Unless otherwise provided by this Agreement, applicable laws or applicable regulations, the determination of the existence of any condition under the terms of this Agreement shall be made by the Director.
- H. The terms of this Agreement are not intended to and do not create any rights enforceable in any civil or criminal proceeding by a person or entity other than the Parties to it and their officers and employees.
- I. The Muscatine County Attorney will continue to be involved with the Drug Task Force, but will no longer serve as the director or sit on the Executive Council. All proceeds from forfeiture, that may be payable to the Muscatine County Attorney, will be deposited with the Drug Task Force for use by law enforcement in the pursuit, investigation and prosecution of criminal activity.

Muscatine County, Iowa


Santos Saucedo - Board Chair

Louisa County, Iowa

Chris Ball - Board Chair

Cedar County, Iowa

Steve Agne - Board Chair

Iowa Department of Public Safety


Stephen K. Bayens

City of Muscatine, Iowa

Diana Broderson - Mayor

James P. Barry- Muscatine County Attorney filing dates and locations of Agreement below:

Filed with the Iowa Secretary of State on March ____, 2021.

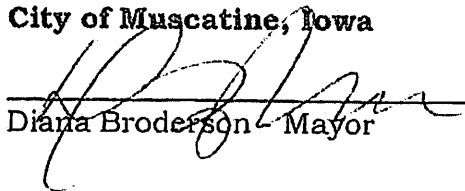
Filed with the Muscatine County Recorder on March ____, 2021.

Filed with the Louisa County Recorder on March ____, 2021.

Filed with the Cedar County Recorder on March ____, 2021.

Filed with the City of Muscatine – City Administrator on March ___, 2021.

City of Muscatine, Iowa



Diana Broderick - Mayor

James P. Barry- Muscatine County Attorney filing dates and locations of Agreement below:

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Filed with the Louisa County Recorder on January ____, 2021.

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Jeff Sorenson – Board Chair

Louisa County, Iowa

Chris Ball – Board Chair

Cedar County, Iowa



Steve Agne – Board Chair

Iowa Department of Public Safety

Stephan K. Bayens

City of Muscatine, Iowa

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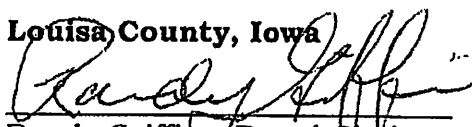
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Muscatine County, Iowa

Jeff Sorenson – Board Chair

Louisa County, Iowa



Randy Griffin – Board Chair

Cedar County, Iowa

Steve Agne – Board Chair

Iowa Department of Public Safety

Stephan K. Bayens

City of Muscatine, Iowa

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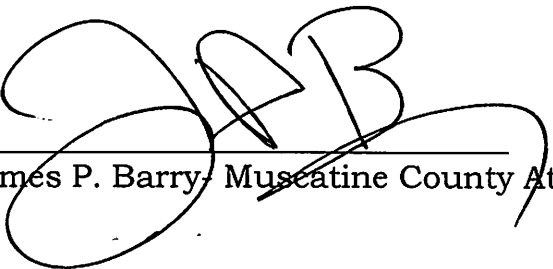
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Filed with the Cedar County Recorder on January ____, 2021.



James P. Barry, Muscatine County Attorney

I hereby certify that I filed the Amended & Restated Muscatine-Louisa-Cedar Counties & DNE Drug Task Force Agreement on the filing dates and at the following locations:

Filed with the Iowa Secretary of State on April 1, 2021.

Filed with the Muscatine County Recorder on April 1, 2021.

Filed with the Louisa County Recorder on April __, 2021.

Filed with the Cedar County Recorder on April __, 2021.

Filed with the City of Muscatine – City Administrator on April 1, 2021.

- Your 28E Agreement has been filed.
- Please print your filed 28E Agreement for your records. (Click Here)
(/28E/Search/FinalPDFDocument/M513614)
- Thank you for using the online filing system.
- Return to My Agreements (/28E/MyAgreements)

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

FILED

Filing Date: **04/01/2021 01:38 PM**
Filing Number: **M513614**



28E Agreement

	Full Legal Name	Organization Type	County
Party 1	Muscatine	County	Muscatine
Party 2	Louisa County	County	Louisa
Party 3	Cedar County	County	Cedar
Party 4	City of Muscatine	City	Muscatine
Party 5	Iowa Dept. of Public Safety	State Agency	Other

Participants

100 - LAW ENFORCEMENT

Service Type

File Amended & Restated 28E & 28D for Drug Task Force filed previously on 2-15-1999.

Purpose

Indefinite

Duration

Upload Scanned Agreement

Contact Person: (Optional)

James

Contact First Name

Barry

Contact Last Name

County Attorney

Job Title

County Attorney

Department

jim.barry@co.muscatine.ia.us

Email Address 1

563-263-0382

Phone

[My Agreements \(/28E/MyAgreements\)](#)

First Floor • Lucas Building

321 E. 12th St

Des Moines, IA 50319

Website: sos.iowa.gov (<https://sos.iowa.gov/>)

Email: ftf@sos.iowa.gov (<mailto:help@sos.iowa.gov>)

Phone: 1-888-767-8683 (tel:1-888-767-8683)

Instrument #: 2021-01761
04/01/2021 01:48:20 PM Total Pages: 14
MIS MISCELLANEOUS
Recording Fee: \$0.00 Transfer Tax: \$0
Sarah M Hearst - Recorder, Muscatine County Iowa



**AMENDED & RESTATED
MUSCATINE-LOUISA-CEDAR COUNTIES & DNE
DRUG TASK FORCE AGREEMENT**

(IOWA CODE 28E/28D)

WHEREAS, it is in the mutual best interest of counties, municipalities, and State agencies to coordinate their controlled substances investigations enforcement, and prosecution efforts and to share resources available through various sources of funding; and

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WHEREAS, it is also necessary and desirable to stipulate the scope of participation agencies' and officers' authority pursuant to Iowa Chapter 28D; and

WHEREAS, the below-named counties, municipality and State agency desire to enter into a 28E/28D Agreement for the purposes of expanding the Muscatine County Drug Task Force, as established by the 28E agreement recorded on February 15, 1999, to include all current law enforcement entities now participating into this existing agreement, coordinating drug law investigation, enforcement, and prosecution efforts and stipulating their respective rights and responsibilities in conjunction therewith, including seizure of assets and forfeiture; and

WHEREAS, in order to combat the multi-jurisdictional illegal trafficking of controlled substances, participating law enforcement agencies agree hereby to pool and integrate law enforcement resources into what will hereafter be called the Muscatine-Louisa-Cedar Counties & DNE Drug Task Force ("Drug Task Force") to coordinate and enforcement of drug laws as they extend over jurisdictional boundaries of the parties hereto and to cooperate with other jurisdictions, state, and federal groups.

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

**DIVISION I.
IOWA CODE CHAPTER 28E AGREEMENT**