

COUNCIL ACTION FORM

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR COMBINED LAW ENFORCEMENT INVESTIGATIONS OF CONTROLLED SUBSTANCES

BACKGROUND:

The Central Iowa Drug Task Force (CIDTF) has been in existence since 1991. Although agency membership has changed over time, the Ames Police Department, Iowa State University Department of Public Safety, Story County Sheriff's Office, and Story County Attorney have been consistent participants over the years. The goal of the CIDTF has consistently been focused on interrupting the trafficking and sale of controlled substances. The nature of drug trafficking frequently leads to larger scale, more complex, interjurisdictional investigations.

The Intergovernmental Agreement establishing the Central Iowa Drug Task Force has been updated in the Rules and Regulations section, Amendments/Termination, and Miscellaneous Provisions. These changes update the agreement to comply with state and federal rule changes. **There are no substantive changes to the purpose or operation of the Task Force.**

ALTERNATIVES:

1. Approve the attached Intergovernmental Agreement for Combined Law Enforcement Investigations of Controlled Substances.
2. Do not approve the Intergovernmental Agreement for Combined Law Enforcement Investigations of Controlled Substances and request changes to the agreement for the various participating agencies.
3. Do not approve the Intergovernmental Agreement for Combined Law Enforcement Investigations of Controlled Substances.

CITY MANAGER'S RECOMMENDED ACTION:

The work of the Drug Task Force is typically rated as a high priority in the City's annual Citizen Satisfaction Survey. In addition, the nature of illegal controlled substance distribution often requires shared investigative resources and multijurisdictional cooperation.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

INTERGOVERNMENTAL AGREEMENT FOR COMBINED
LAW ENFORCEMENT INVESTIGATIONS
OF CONTROLLED SUBSTANCES

THIS AGREEMENT, made by and among the County of Story, Iowa, the City of Ames, Iowa, and Iowa State University of Science and Technology, with their respective law enforcement agencies, the Story County Sheriff's Office, the Ames Police Department (hereinafter "Ames PD"), and the Iowa State University Department of Public Safety (hereinafter "ISU DPS"), (collectively, "the Parties") is entered into to permit combined law enforcement investigations within their boundaries pursuant to Chapter 28E of the Iowa Code, providing as follows:

I. PURPOSE

This Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this Agreement.

WHEREAS, the Parties recognize that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety and welfare of the public; and

WHEREAS, the Parties recognize that the trafficking and sales of controlled substances is a local, regional, state, and national problem involving violations of laws that cross political jurisdictional lines, and is an example of one situation where the use of law enforcement officers outside the territorial limits where such officers are employed may be desirable; and

WHEREAS, the purpose of this Agreement is to permit the Parties, through their respective law enforcement agencies, to engage in sharing of personnel, and/or other resources for the purpose of combined investigations aimed at identifying and apprehending those involved in violations of laws regulating controlled substances; and

THEREFORE, the undersigned have entered this Agreement with the consideration of the following:

II. RESPONSIBILITIES OF THE CENTRAL IOWA DRUG TASK FORCE

The parties hereby join together in cooperative drug law investigative action by operating a special narcotics unit, known as the Central Iowa Drug Task Force (hereinafter "CIDTF"), however nothing herein should be construed so as to create a separate legal entity.

The purpose of the CIDTF is:

1. To serve as a communicative and coordinating body to plan, foster, implement, monitor, and evaluate the coordination of drug law investigation, enforcement and prosecution efforts among the body membership, for the mutual advantage of the membership;
2. To serve as a conduit for private, local, state, and federal funding that may be available for any of the purposes set forth herein and any activities reasonably incidental thereto;
3. To organize and implement training and educational programs for law enforcement and agencies and officers relating to drug 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; and
6. To use, store and maintain any personal property or licenses that may be contributed by the Parties or from any other source. No real property will be purchased, held, or disposed of in the performance of this Agreement.

III. AUTHORITY TO SELECT PERSONNEL

The head of each law enforcement agency, the Sheriff of the Story County Sheriff's Office, the Chief of the Ames PD, and the Assistant Vice President/Chief of police of ISU DPS, shall have the sole discretion to determine those personnel from his/her department who shall be selected and authorized to participate in the investigations pursuant to this Agreement. The names of those selected shall be made known only to the other law enforcement agency heads, and only those personnel specifically authorized by this procedure will be permitted to participate in such investigations.

IV. AUTHORITY OF PARTICIPATING OFFICERS

The Officers designated pursuant to Division III of this Agreement shall have full powers as peace officers when participating in investigations pursuant to this Agreement anywhere in the jurisdictions of the participating agencies. They however shall have no greater authority than they have within their jurisdiction or institution.

V. EMPLOYMENT STATUS AND COMPENSATION

All Officers selected pursuant to Division III of this Agreement shall be considered employees of their respective law enforcement agencies and governed by the personnel policies of their employing agency. The employment status of each officer shall be determined by the law enforcement agency that employs them. It shall be the sole responsibility of each law enforcement agency participating in this Agreement to provide compensation and appropriate benefits to only its own officers who have been selected by the agency head to participate in such investigations. Such compensation shall include, but is not necessarily

limited to wages, overtime, injury (Worker's Compensation), death and retirement benefits, and insurance. No participating law enforcement agency shall be required to compensate officers of another agency.

VI. LIABILITY

Each law enforcement agency participating under this Agreement shall be responsible for the acts of only its own officers who have been appointed and are acting pursuant to this agreement. To the extent provided by Iowa law, each agency supplying personnel shall be responsible to indemnify for the acts of only its own officers who have been appointed and are acting pursuant to this agreement, and no party to this agreement shall be held liable for the acts of officers from other participating departments/agencies.

VII. RULES AND REGULATIONS

The head officials of the participating law enforcement agencies are authorized to establish the operational rules and regulations for the conduct of investigations conducted pursuant to this Agreement, covering such matters as administrative duties and command responsibility for the personnel and equipment involved.

VIII. TERM

The term of this Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body, and shall continue until terminated as provided herein.

IX. RULES AND REGULATIONS

The CIDTF shall have a Board of Directors consisting of a representative from each of the parties appointed by their respective head official. The representatives shall elect from among themselves a chairperson and a vice chairperson, elected annually via simple majority. The Board of Directors shall be in place within forty five (45) days from the date this Agreement is entered upon. The chairperson shall preside over the meetings of the Board of Directors and, when authorized by the Board of Directors, sign contracts and other documents on behalf of the Board of Directors. The chairperson shall also be responsible for providing written notice of the date, time, place, and purpose of the meeting, which shall be provided to the Parties at least ten (10) days prior to the scheduled meeting. In the absence or unavailability of the chairperson, the vice chairperson shall perform the duties of the chairperson. The Board of Directors shall be responsible for: collection and spending of CIDTF's funds, disposing of the property contributed by individual parties to the CIDTF, and ensuring compliance of rules and regulations established pursuant to section VII of this Agreement.

Meetings of the Central Iowa Drug Task Force and the Board of Directors shall be subject to the applicable provisions of Iowa Code Chapter 21, the Open Meetings Law.

X. AMENDMENTS/TERMINATION

This Agreement may be amended at any time by mutual agreement of the Parties. Any party desiring an amendment to this Agreement shall notify the other parties of its desire and the reason for the request. Such request shall be in writing to the other parties, and shall be considered by the other parties without reasonable delay and within no more than ninety (90) days of receipt. Amendments to this Agreement shall be effective only upon ratification by appropriate resolution of the governing body of each agency.

This Agreement may be terminated at any time by the mutual agreement of all parties. In the event of such termination, the parties shall mutually agree upon the disposal of personal property and financial contributions held by the CIDTF.

A party may withdraw from this Agreement by furnishing written notice to the other agencies. In the event of such withdrawal, the remaining parties may either mutually agree to terminate this Agreement or agree that this Agreement survives, and continue to operate under its terms. In the event that the Agreement survives, all personal property or financial contribution made by the withdrawing Party shall remain with the CIDTF as a gratuitous contribution.

XI. GOVERNING LAW

This Agreement shall be governed and interpreted under the laws of the State of Iowa.

XII. MISCELLANEOUS PROVISIONS

In the event any provision 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.

All county parties hereto signed this Agreement by authority of a resolution duly adopted by the respective county's board of supervisors; and all municipalities a party hereto sign this Agreement by authority of a resolution duly adopted by the respective city council or other governing board of such municipality.

This Agreement may be signed in counterparts.

XII. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this Agreement shall be in the form of a duly executed and filed Addendum to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates given below.

IOWA CODE CHAPTER 28E AGREEMENT
COUNTY PARTIES TO AGREEMENT

Story County, Iowa

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
County Auditor

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

City of Ames, Iowa

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

IOWA CODE CHAPTER 28E AGREEMENT
OTHER PARTIES TO AGREEMENT

Iowa State University

By: _____
Pam Cain, Interim Senior Vice President

Date: _____

ATTEST:

By: _____
Michael Newton, Assistant Vice President / Chief of Police