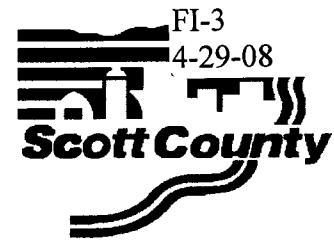


**MICHAEL J. WALTON
SCOTT COUNTY ATTORNEY**



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April 21, 2008

The Honorable C. Ray Wierson
Scott County Administrator
600 W. 4th Street
Davenport, IA 52801

Re: QC-MEG Intergovernmental Agreement

Dear Mr. Wierson:

Please find enclosed the proposed Intergovernmental Agreement that Mike Walton has previously mentioned in his e-mail to you. The missing pages are signature pages. If you desire copies of those pages, Robin with QC-MEG would be happy to provide the same. If everything looks in order, please ask Board Chairman Jim Hancock to sign this Agreement and then we will forward the original signature page back to Robin.

If you have any questions, please do not hesitate to contact Mike Walton.

Thank you for your courtesies in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Martha L. Guinn".

Martha L. Guinn

Enclosure

**QUAD CITY METROPOLITAN ENFORCEMENT GROUP
INTERGOVERNMENTAL AGREEMENT**

1. Purpose:

In order to combat the multi-jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs and cannabis, the named law enforcement agencies agree hereby to pool and integrate certain law enforcement resources into the Quad Cities Metropolitan Enforcement Group (hereafter referred to as MEG) to coordinate the enforcement of drug laws without regard to jurisdictional boundaries of the parties hereto and to cooperate with other state and federal groups.

2. The Parties:

The Parties to this agreement are:

Illinois State Police
Bettendorf Police Department
Rock Island Police Department
East Moline Police Department
Rock Island County Sheriff's Department
Rock Island State's Attorney's Office
Moline Police Department
Davenport Police Department
Scott County Sheriff's Department
Scott County Attorney's Office
Iowa DNE

3. Authority:

This agreement is entered into by the parties hereto pursuant to the provisions of Article VII, Section 10, of the Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Illinois Intergovernmental Drug Laws Enforcement Act, 30, ILCS 715/1 et seq., and Chapter 28E of the Code of Iowa.

4. Organization:

- A. MEG Policy Board - The parties hereto agree that effective use of its personnel in the enforcement of drug laws requires that a MEG Policy Board be established. The MEG Policy Board shall be composed of an elected public official, or a designee, and the chief law enforcement officer, or a designee, from each participating unit of

government to oversee the operation of the MEG and make sure reports to the Illinois State Police (ISP) as the ISP may require or to any agency of the State of Iowa as may be required by Iowa Law.

- B. Executive Committee - The Executive Committee shall be made up of a Chairperson and Vice Chairperson selected from members of the MEG Policy Board, as well as the Director of MEG. The Executive Committee shall be vested with the authority to act on behalf of the MEG Policy Board when an emergency or other situation makes it impossible or impractical for the MEG Policy Board to act. The Executive Committee shall also make any decisions required of the MEG Policy Board during the interim period between meetings of the MEG Policy Board.
- C. Fiscal Officer - An elected official of a participating unit of the local government shall be designated Fiscal Officer for MEG by appointment of the MEG Policy Board. The Fiscal Officer shall function as the sole Fiscal Officer for all participating agencies in MEG. The Fiscal Officer shall receive and disburse grant funds for the operations of MEG, but at no time shall he consider the contribution of manpower or personnel from the Illinois State Police as a basis for the 50 percent matching grant from the State of Illinois for the total operating budget of MEG. The Director of the Illinois State Police shall monitor MEG and determine its eligibility to receive Illinois State funding. Personnel salaries and the cost of leased vehicles and equipment contributed by participating units shall be considered in determining the amount of Illinois State contribution under the grant. To be eligible for Illinois State grants, the MEG must receive funding of at least 50% of the total operating budget of the MEG from participating units of local government.
- D. Director and Deputy Director - The MEG Policy Board shall by majority vote designate a Director and a Deputy Director, both of whom shall be sworn police officers, who shall be responsible for the daily operations of the MEG unit. They shall report to and be accountable to the MEG Policy Board.
- E. The Policy Board shall appoint the members of the MEG. Any contributing agency has the option, at any time during a member's tour of duty, to terminate said appointment to the MEG and reassign the member to the parent agency.

F. All potential MEG officers will be screened by the Policy Board and evaluated for suitability for MEG assignment prior to acceptance by the MEG.

5. Operations:

- A. Each participating unit of local government may contribute to MEG personnel, equipment or cash.
- B. The sworn police officers of the participating units of the local government shall have police powers in each of the jurisdictions of the participating units of local government for the purpose of investigating all violations of the Illinois Controlled Substances Act, the Cannabis Act, and those offenses delineated in the Illinois Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/1, et seq., and the drug laws of the State of Iowa.
- C. A sworn police officer assigned to the MEG shall continue to be an employee of the participating unit and shall be compensated by the participating unit in accordance with its regular procedures.
- D. Personnel contributed by participating units who are not sworn officers shall continue to be regular employees of the participating unit and shall be compensated in accordance with the participating unit's regular procedures.
- E. Non-sworn personnel employed by MEG shall be subject to the rules and regulations promulgated pursuant to the terms of this agreement and such other regulations, which may be promulgated by MEG of the Illinois State.
- F. The Fiscal Year of MEG shall commence on July 1 and terminate on June 30 of each year.
- G. The parties agree that personnel appointed to the MEG will remain employees of their respective components of government, and agree to supply necessary equipment items, and to compensate their officer(s) for personnel services rendered in support of MEG operations. Such compensation shall include, but is not necessarily limited to costs for wages, overtime, injury, death, and retirement benefits, and insurance.

6. The Illinois State Police (ISP):

- A. The Illinois State Police (ISP) shall monitor the operation of the MEG unit and determine its eligibility to receive Illinois funding grants.
- B. The ISP shall coordinate the operation of this and all MEG units and may establish such reasonable rules and regulations and conduct those investigations the Illinois State Police Director deems necessary to carry out its duties under the Illinois Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1 et seq.).
- C. The Illinois Administrative Code (20 IAC, Title 20: Chapter 2, Section 1220), establishes rules and regulations regarding the operations of MEGs. These rules and regulations are hereby incorporated by reference and included in Attachment #1. The parties agree that said rules and regulations, as stated or hereafter amended, shall govern the operation of the MEG established by this agreement.

7. Police Authority:

- A. Iowa - The Iowa County of Scott agrees to extend and grant, through the Scott County Sheriff's Office, to any Illinois Police officer who is assigned to the MEG, full police powers and the authority to act upon the behalf of said agency in the enforcement of local ordinances, county laws, and State of Iowa laws. This grant of authority and power shall be evidenced by the Scott County Sheriff issuing proper badges and credentials to the Illinois officers. The county of Scott further agrees to represent and indemnify Illinois Officers acting on behalf of Scott County and/or the MEG while in Iowa, and said officers shall be considered sworn employees of the Scott County Sheriff's Officer for these limited purposes.
- B. Illinois - For the purposes of representation and indemnification, sworn law enforcement personnel appointed as Inspectors by the Director of the Illinois State Police and assigned to the MEG will be considered employees of the State of Illinois while engaged in MEG activities in Illinois. The State of Illinois, pursuant to 5 ILCS 350/1 et seq., shall provide representation and indemnification to a MEG officer, who is an Inspector while engaged in MEG activities in Illinois to the extent permitted by law.

8. MEG Officers - Members:

- A. Will be full time police officers from the Illinois State Police, The Iowa Department of Public Safety, or local police agencies. Such officers shall, prior to appointment, have completed the appropriate training as required by law and may not be subject to any current or pending disciplinary action.
- B. Will adhere to all laws of the States of Illinois and Iowa, and the United States of America.
- C. Will maintain compliance with their respective agency's policies and procedures, as well as policies and procedures of the Policy Board.
- D. Will not consume intoxicating beverages while on duty except in the performance of duty, and in those instances never to the extent that the officer's ability to perform an official assignment or function is impaired.
- E. Will not appear for duty while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.
- F. Except in the performance of duty, officers on duty will not enter any establishment or place of business where the principal business is the sale of alcoholic beverages.
- G. Will not operate official vehicles after having consumed alcoholic beverages unless such consumption is necessitated by nature of duty assignment.
- H. Will direct all requests for annual leave to MEG Supervisor who shall coordinate the requests with their respective agency.

9. Misconduct:

- A. Misconduct by members of the MEG shall include the following:
 - 1. Commission of a criminal offense.
 - 2. Neglect of duties.

3. Violation of MEG policies and/or rules of procedure or the terms of this agreement.
 4. Conduct which may tend to reflect unfavorably upon any party to this agreement.
- C. Upon receipt of a complaint, from a law enforcement agency, State's Attorney's office, or another credible source alleging misconduct by a member of the MEG, the following procedures will be initiated:
1. The MEG Supervisor will notify the chief executive of the Officer's parent agency and the Policy Board.
 2. If the complaint is of a minor nature, the inquiry may be conducted by the MEG Supervisor or respective agency head.
 3. If the complaint is of a criminal nature, the MEG Supervisor and agency head may request a criminal investigation be conducted.
 4. If a complaint is verified, the chief executive of the parent agency will implement disciplinary action as deemed necessary. In addition, if a criminal complaint is verified, the information will be forwarded to the appropriate State's Attorney.

10. Duration:

The MEG Policy Board may disband the operation of the MEG at any time by a majority vote of the Board; whereupon this agreement shall be terminated.

11. Termination/Modification of Agreement:

- A. Any Party for good cause may withdraw from this agreement thirty days after providing written notice of withdrawal to all other Parties. Withdrawal of any Party will not effect the agreement with respect to the remaining Parties.
- B. Any Party so withdrawing agrees to cooperate fully in concluding any pending investigation wherein their participation is necessary for a proper resolution, and to fully cooperate in any subsequent prosecution of such matters. Any modification of this agreement requires written approval by the Board and all the Parties.

12. Filing and Recording:

Before entry into force, as to the Iowa agencies, this agreement shall be filed with the Secretary of State in Iowa and recorded with the Scott, Iowa County Recorded, as required by Iowa law.

13. Interstate Agreements:

Before entry into force, as to the Iowa agencies, this agreement must be approved by the Iowa Attorney General who shall determine whether this agreement is in proper form and compatible with the law of Iowa. Evidence of this review and approval shall be reduced to writing and made of this agreement as designated Attachment #2.

14. Dissolution:

- A. In the event any party withdraws from participation in the MEG, that party shall be entitled to the return of any and all property and equipment supplied to the MEG operation for which title remains vested in said party. Property and equipment donated or otherwise given the MEG unit as a gift or contribution, shall remain the property of the MEG.
- B. In the event the MEG terminates or otherwise ceases operations, the remaining participating parties shall share, in proportion to their individual sworn officer commitment to the MEG at the time of the termination, in the division of MEG assets not otherwise required to be returned to a contributing entity or otherwise disposed by law or agreement.
- C. The division and/or liquidation of MEG assets in the event of termination shall be at the sole discretion and direction of the Policy Board. Shares can be distributed in cash or property. Any party which withdraws from the MEG prior to the date of termination, as established by the Policy Board, shall forfeit any right to receive any property or proceeds upon dissolution.

15. Amendment:

This agreement shall be deemed modified, per the provisions of Section 2, upon the submission of the modification in writing, reflecting the written approval by the Board and all then current parties, and the filing and/or recording of the amendment as required by Iowa or Illinois. Amendments can reflect the addition of, or the deletion of parties.

The undersigned representative hereby agree to the terms and conditions as it relates to agency participation in the Quad City Metropolitan Enforcement Group, as set forth in this Intergovernmental Agreement.

16. Resolution:

Authorizing Intergovernmental Agreement for joint exercise of Police Authority in Iowa and Illinois Jurisdictions for the enforcement of laws controlling activities pertaining to Narcotics, Dangerous Drugs, and Cannabis.

RESOLVED, by:

A handwritten signature in black ink, appearing to read "Mike Walton", with a long horizontal flourish extending to the right.

County Attorney Mike Walton
Scott County Attorney Office

County Board Chairman