

**MICHAEL J. WALTON**  
**COUNTY ATTORNEY**  
Scott County Courthouse  
416 West Fourth Street  
Davenport, Iowa 52801-1104  
Telephone: (563) 326-8600  
Facsimile Transmission (563) 326-8763  
[rcusack@scottcountyiowa.com](mailto:rcusack@scottcountyiowa.com)  
**WEB SITE** - [www.scottcountyiowa.com](http://www.scottcountyiowa.com)



Item 17  
06-18-13

---

Robert L. Cusack, Assistant County Attorney (563) 326-8231

June 7, 2013

## **MEMO**

**Re: Proposed resolution to approve MEG 28E Agreement**

The sheriff's department and the Metropolitan Enforcement Group have been working together since the 1970's. A while back we ran into a problem with the intergovernmental agreement in that it had never been formally approved by the Iowa Attorney General's Office. This presented a problem because all interstate agreements must be approved by the AG in order to be valid. The prior 28E agreement was not acceptable to the AG's Office.

The proposed 28E agreement has been pre-approved by the AG. They will only give final approval to the 28E after it has been executed by the participating governing bodies. To that end, I am attaching a copy of the 28E along with a proposed resolution.

The 28E agreement does not affect existing funding or personnel requirements. Although there are some substantive changes compared to the original 28E, the main purpose of the agreement is to comply with the statutory requirement that all interstate agreements be approved by the AG's Office.

If you need anything else on this, or have questions, let me know.

Thanks,

Rob Cusack  
Assistant Scott County Attorney  
563-326-8600

**QUAD CITY METROPOLITAN ENFORCEMENT GROUP  
INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into in compliance with Iowa Code Chapter 28E and Iowa Code Section 804.7B of the 2013 Code of Iowa and Articles 7 and 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the Illinois Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1, et seq.) to enable the below named law authorities in Iowa and Illinois to engage in a cooperative effort in criminal investigations and prosecutions thereof, particularly involving multi-jurisdictional illegal drug trafficking and the use and distribution of controlled substances.

The parties to this agreement are:

The 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 Office  
Moline Police Department  
Davenport Police Department  
Scott County Sheriff's Department  
Scott County Attorney's Office  
Silvis Police Department  
Iowa Division of Narcotics Enforcement

1. The parties agree to pool and integrate certain law enforcement resources into the Quad Cities Metropolitan Enforcement Group (hereinafter 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 agree to cooperatively engage in authorized criminal investigations and prosecutions, particularly involving illegal drug trafficking and the use and distribution of controlled substances within our geographical jurisdictions.

3. No separate, legal entity will be created.

4. The parties agree that a MEG Policy Board shall be established and shall administer the operations of this agreement. The MEG Policy Board shall consist of an elected public official, or designee, and the chief law enforcement officer, or a designee, from each participating unit of government. The MEG Policy Board shall establish a separate agreement setting forth the operational procedures and requirements for MEG. In addition to any provisions of said agreement, the MEG Policy Board shall determine the following:

A. Establishment of an Executive Committee.

B. Designation of a Fiscal Officer.

C. Designation of a Director and Deputy Director of MEG.

D. Appointment of law enforcement officers to the MEG unit.

6. Funding for MEG shall be overseen by the Fiscal Officer. Funding for MEG shall be provided by various government grants, funds from the Illinois State Police, the High Intensity Drug Trafficking Area program, forfeiture funds received from federal and state agencies, and through contributions made by the respective participating units of government. Law enforcement personnel assigned to MEG shall remain employees of their respective participating units of government and shall be compensated in accordance with its regular procedure.

7. The fiscal year for MEG shall commence on July 1 and terminate on June 30 of every year. The Fiscal Officer shall be responsible for preparing an annual budget to be approved by the MEG Policy Board prior to each fiscal year. The Board may authorize the hiring of private accounting and auditing agencies to assist the Fiscal Officer in his duties.

8. The MEG Policy Board may terminate this agreement and disband MEG at any time by a majority vote of the Board.

9. This agreement shall commence on July 1, 2013. Unless the MEG Policy Board terminates the agreement as set forth above, the duration of this agreement shall be for a 5-year period. After the initial 5-year period, the agreement shall automatically be renewed on a year-to-year basis. Any of the parties may withdraw from this agreement by providing at least thirty-(30)- days advance, written notice of said intent to withdraw to all other parties to the agreement. Any party so withdrawing agrees to cooperate fully in concluding and pending investigation wherein their participation is necessary for a proper resolution, and to cooperate fully in any subsequent prosecution of such matters.

10. Upon withdrawal from, or termination of MEG, property and equipment shall be distributed as follows:

- A. In the event a party withdraws, that party shall be entitled to the return of any property and equipment supplied to MEG for which title remains vested in that party. Property and equipment donated or otherwise given to MEG as a gift or contribution shall remain the property of MEG. The withdrawing party shall not be entitled to any funds contributed to, or in the possession of, MEG.
- B. In the event MEG terminates operations, the remaining participating parties shall share, in proportion to their individual sworn officer commitment to MEG at the time of termination, in the division of MEG assets not otherwise required to be returned to a contributing entity as set forth in paragraph 10.A.
- C. The division and/or liquidation of MEG assets in the event of termination shall be at the sole discretion and direction of the MEG Policy Board. Any party which withdraws from MEG prior to the date of termination shall forfeit any right to receive property or proceeds upon dissolution.

11. Each party agrees to assume all risks of liability arising out of the operation and investigations conducted within its respective geographical jurisdiction. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective law enforcement agency.

12. This agreement shall not be effective unless and until approved by the Attorney General of Iowa.

13. Any modification of this agreement requires written approval by the MEG Policy Board and all parties.

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

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

## R E S O L U T I O N

### SCOTT COUNTY BOARD OF SUPERVISORS

June 20, 2013

### APPROVING

#### EXECUTION OF AN UPDATED INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE QUAD CITY METROPOLITAN ENFORCEMENT GROUP

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

**WHEREAS**, the Quad City Metropolitan Enforcement Group is a multi-jurisdictional enforcement unit that combats the illegal trafficking of narcotics, controlled substances, dangerous drugs and cannabis.

**WHEREAS**, the Scott County Sheriff's Department has participated in the Quad City Metropolitan Enforcement Group since its formation.

**WHEREAS**, execution of an updated intergovernmental agreement is requested to more accurately reflect the current mission of the Quad City Metropolitan Enforcement Group.

Section 1. That the Chairman and Scott County Sheriff are hereby authorized to execute an agreement between Scott County, the Scott County Sheriff's Department, and the Quad City Metropolitan Enforcement Group setting forth the terms for the Sheriff's Department's continued participation in this multi-jurisdictional law enforcement effort.