

28E AGREEMENT  
FOR THE PROVISION  
OF DISPATCHING SERVICES

This Agreement for the Provision of Dispatching Services (the “Agreement”) is between Greene County, Iowa, and the City of Jefferson, Iowa, sometimes referred to individually as a “Party” and collectively as “the Parties,” and is entered into pursuant to Chapter 28E of the Code of Iowa.

ARTICLE I. IDENTITY OF THE PARTIES

Greene County and the City of Jefferson are both political subdivisions of the State of Iowa and constitute “public agencies” authorized under Iowa Code Sections 28E.2(2) and 28E.4 to enter into an agreement for joint or cooperative action.

ARTICLE II. PURPOSE

The purpose of this agreement is to provide public safety dispatch and communication services for the City of Jefferson and to ensure that Greene County is adequately reimbursed for the costs incurred in the provision of such services.

ARTICLE III. NO NEW ENTITY

This Agreement does not create a separate legal or administrative entity to conduct the cooperative undertaking described in this Agreement.

ARTICLE IV. DURATION

The term of this Agreement shall begin on July 1, 2020, and shall expire on June 30, 2021, and shall automatically renew from year to year thereafter, subject to the right of either party to give notice of termination as provided in this Agreement.

ARTICLE V. DUTIES OF GREENE COUNTY AND THE GREENE COUNTY SHERIFF

Section 1. The Sheriff of Greene County and his deputies or duly designated representatives shall receive in the Sheriff’s Office such telephone, written, and radio messages as are directed to the Jefferson Police Department or the Jefferson Fire Department and shall transmit the same to the appropriate officers of the respective departments.

Section 2. The Sheriff of Greene County or his designee shall provide the Jefferson Police Department with copies of written messages of general or specific interest to all law enforcement officers and agencies in Greene County.

Section 3. The Sheriff of Greene County shall provide the Jefferson Police Department computer terminal access to the records contained in the computer dispatch system that pertain to the activities of the Jefferson Police Department and its officers.

Section 4. The Sheriff of Greene County and his deputies or designated representatives shall start all criminal reports for the Jefferson Police Department in accordance with Jefferson Police Department policy.

Section 5. The Greene County Sheriff or his designee shall run all driver's license, license plate, criminal history, employment background, and warrant checks requested by the Jefferson Police Department.

Section 6. Greene County shall furnish and maintain the necessary radio and computer equipment to provide the City of Jefferson with the services described in this Article.

Section 7. The Greene County Sheriff shall have sole control over the purchase, maintenance, placement, or replacement of all communication equipment within the budget set by the Greene County Board of Supervisors.

Section 8. The Greene County Sheriff shall have sole authority over the training, compensation, discipline, termination, and supervision of all communications personnel within the budget as set by the Greene County Board of Supervisors.

#### ARTICLE VI. DUTIES OF THE CITY OF JEFFERSON

Section 1. The City of Jefferson shall pay Greene County an annual fee (the "fee") for the dispatching services described in Article V.

Section 2. The fee shall be paid in four equal quarterly installments on July 1, October 1, January 1, and April 1 of each fiscal year.

Section 3. For Fiscal Year 2021, beginning July 1, 2020, the fee shall be \$35,000.

Section 4. For Fiscal Year 2022, beginning July 1, 2021, the fee shall be \$45,000.

Section 5. For Fiscal Year 2023, beginning July 1, 2022, the fee shall be \$55,000.

Section 6. For each fiscal year following Fiscal Year 2023, the fee shall be 102% of the fee for the immediately preceding fiscal year; thus, for Fiscal Year 2024, beginning July 1, 2023, the fee shall be \$56,100 (102% of \$55,000), and for Fiscal Year 2025, beginning July 1, 2024, the fee shall be \$57,222 (102% of \$56,100).

#### ARTICLE VII. NO JOINT PROPERTY

All real and personal property acquired by either of the Parties which may be used in connection with the cooperative undertaking described in this Agreement shall be the separate property of the Party acquiring such property and shall remain so upon the expiration or termination of this Agreement.

#### ARTICLE VIII. FINANCING AND BUDGET

Section 1. Greene County and the City of Jefferson will each entirely finance its own obligations undertaken herein.

Section 2. No separate budget will be established for the cooperative undertaking described in this Agreement.

#### ARTICLE IX. ADMINISTRATOR

The Sheriff of Greene County shall be the sole administrator of this Agreement.

ARTICLE X. TERMINATION

Section 1. Either Party may terminate this Agreement as of the end of the then current term by giving written notice of termination to the other Party by the January 1 that immediately precedes the end of the then current term.

Section 2. Written notice of a Party's intent to terminate this Agreement shall be accomplished by certified mail or personal delivery.

ARTICLE XI. AMENDMENT

This Agreement may be amended only by a written agreement signed by both Parties.

ARTICLE XII. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter covered by this Agreement.

ARTICLE XIII. SEVERABILITY

If any clause or provision contained herein would invalidate this Agreement in whole or in part, such clause or provision only shall be invalid, and the remainder of the Agreement shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at Jefferson, Iowa.

GREENE COUNTY BOARD OF SUPERVISORS

CITY OF JEFFERSON, IOWA

BY \_\_\_\_\_  
JOHN MUIR, CHAIRMAN

BY \_\_\_\_\_  
MATT GORDON, MAYOR

ATTEST:

ATTEST:

\_\_\_\_\_  
JANE HEUN, COUNTY AUDITOR

\_\_\_\_\_  
DIANE KENNEDY, CITY CLERK