

**28E AGREEMENT
FOR THE TEMPORARY PROVISION
OF LAW ENFORCEMENT SERVICES**

This Agreement for the Temporary Provision of Law Enforcement Services (the "Agreement") is between Greene County, Iowa, the Greene County Sheriff's Office, 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, the Greene County Sheriff's Office, and the City of Jefferson are each 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 establish the terms and conditions under which the Greene County Sheriff's Office will provide law enforcement services on a temporary basis 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 October 1, 2020, and shall expire on September 30, 2021, subject to the right of any Party to terminate this Agreement as provided herein.

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

Section 1. The Sheriff of Greene County and his deputies shall cover up to fifteen, twelve-hour shifts for the Jefferson Police Department per calendar month for the duration of the Agreement.

Section 2. Prior to the first day of each calendar month, the Sheriff of Greene County and the Jefferson Chief of Police shall develop a mutually agreeable work schedule establishing the shifts the Greene County Sheriff's Office will be responsible for covering for the Jefferson Police Department for that calendar month, subject to subsequent modification by the mutual agreement of the Sheriff and the Chief of Police.

Section 3. While covering a shift for the Jefferson Police Department, the Sheriff of Greene County and his deputies shall provide the following law enforcement services ("law enforcement services") within the corporate limits of the City of Jefferson:

- A. routine patrol services, including door checks of commercial establishments;
- B. enforcement of the laws of the State of Iowa;

- C. investigation of suspected criminal activity warranting additional investigation in the judgment and at the discretion of the Greene County Sheriff;
- D. and specialized traffic and vehicle operation enforcement.

Section 4. The Sheriff of Greene County and his deputies shall also participate in judicial proceedings arising from arrests made while covering a Jefferson Police Department shift, including, but not limited to, preliminary hearings, suppression hearings, depositions, and criminal trials.

Section 5. The Sheriff of Greene County shall also provide administrative support services (“administrative support services”) for the Jefferson Police Department for the duration of this Agreement in the form of a .5 full-time equivalent employee who will complete administrative and clerical tasks at the request of the Jefferson Chief of Police or any Jefferson Police Officer.

Section 6. The Sheriff of Greene County shall provide the City of Jefferson with an itemized invoice for all services provided pursuant to this Agreement no later than the 15th day of the month immediately succeeding the month in which said services were provided.

Section 7. The Sheriff of Greene County shall remain responsible for the assignment of duties to, and any disciplinary actions taken against, his deputies and any other employee of the Greene County Sheriff’s Office.

Section 8. Greene County shall remain responsible for the payment of salaries, wages, and any other compensation or benefits paid to the Greene County Sheriff, his deputies, and his employees.

Section 9. The City of Jefferson shall not be liable for compensation to any Greene County employee for workers’ compensation claims for injury or sickness occurring while the employee is undertaking duties in fulfillment of this Agreement.

Section 10. The Greene County Sheriff’s Office shall keep such books and records as will permit the identification of all fees incurred by the City of Jefferson pursuant to this Agreement and shall permit the City of Jefferson to inspect and copy all such books and records during normal business hours.

ARTICLE VI. DUTIES OF THE CITY OF JEFFERSON

Section 1. The City of Jefferson shall pay Greene County a monthly fee (the “fee”) for the law enforcement services and administrative support services provided by the Greene County Sheriff’s Office.

Section 2. The fee shall be paid no later than the last day of the month immediately succeeding the month in which the law enforcement services and the administrative support services were provided.

Section 3. The fee shall consist of

- A. a law enforcement services fee calculated at a rate of \$1,000 per shift covered by the Greene County Sheriff or one of his deputies;
- B. and an administrative services fee of \$1,750 per calendar month.

Section 4. In addition to the fee, in the event that the Greene County Sheriff or his deputies are required to fulfill additional duties arising from their provision of law enforcement services to the City of Jefferson when they would otherwise be off duty, the City of Jefferson shall reimburse Greene County for the time spent in fulfillment of such additional duties at a rate of \$60 per hour; such additional duties may include, but are not limited to, the perfection of criminal charges, the completion of investigative reports,

additional investigation at the request of the Greene County Attorney, and participation in judicial proceedings.

Section 5. The City of Jefferson, through its City Attorney, shall remain responsible for the prosecution of all Jefferson City Code violations, including, but not limited to, zoning violations, nuisance violations, and traffic and vehicle violations.

ARTICLE VII. NO JOINT PROPERTY

All real and personal property acquired by any 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, the Greene County Sheriff's Office, 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. Except as provided in Sections 3 and 4 of this Article, any Party may terminate this Agreement at any time, effective the last day of the immediately succeeding calendar month, by giving written notice of termination to the other Parties.

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

Section 3. Greene County and the Sheriff of Greene County shall both have the right to terminate this Agreement either immediately or at a later date at its sole discretion if any of the following events fails to occur:

- A. the completion of job candidate interviews for at least two new Jefferson Police Officers by October 30, 2020;
- B. the extension of conditional job offers to at least two new Jefferson Police Officers by November 13, 2020, subject to their successful completion of all testing customarily required of a new law enforcement officer; and
- C. the extension of formal job offers to at least two new Jefferson Police Officers by December 8, 2020.

Section 4. The City of Jefferson shall have the right to terminate Article V, Section 5 and Article VI, Section 3, Subsection B of this Agreement at its sole discretion, effective the last day of the then current calendar month, by giving written notice of termination to the other Parties; if the City of Jefferson exercises this right, it must terminate both Article V, Section 5 and Article VI, Section 3,

Subsection B, and may not terminate Article VI, Section 3, Subsection B without also terminating Article V, Section 5.

Section 5. The City of Jefferson's obligation to pay Greene County for services previously provided pursuant to this Agreement shall survive the Agreement's termination.

ARTICLE XI. AMENDMENT

This Agreement may be amended only by a written agreement signed by all the 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

SHERIFF OF GREENE COUNTY

BY _____
JACK WILLIAMS, SHERIFF

ATTEST:

ATTEST:

BILLIE JO HOSKINS, DEPUTY AUDITOR

ROXANNE GORSUCH, CITY CLERK