

**28E AGREEMENT
FOR THE JOINT OPERATION AND MAINTENANCE
OF THE GREENE COUNTY LAW ENFORCEMENT CENTER**

This Agreement for the Joint Operation and Maintenance of the Greene County Law Enforcement Center (the "Agreement") is between the City of Jefferson ("Jefferson") and the County of Greene ("Greene County"), 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.

SECTION I. IDENTITY OF THE PARTIES

- 1.1 Jefferson and Greene County 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.

SECTION II. PURPOSE

- 2.1 The purpose of this Agreement is to provide the Jefferson Police Department and the Greene County Sheriff's Office with centralized law enforcement facilities and to provide for the sharing of costs and responsibilities with respect to the operation and maintenance of those facilities.

SECTION III. NEW LEGAL ENTITY

- 3.1 This Agreement creates a Joint Entity Board as a separate legal and administrative entity to conduct the cooperative undertaking described in this Agreement.

SECTION IV. DURATION

- 4.1 This Agreement shall enter into force, and the operations of the Joint Entity Board shall commence, when the Agreement is executed by the Parties, recorded with the Greene County Recorder, and filed with the Iowa Secretary of State.
- 4.2 Upon the execution of this Agreement, the Greene County Auditor shall record an executed copy of the Agreement with the Greene County Recorder and shall file the Agreement with the Iowa Secretary of State as required by Iowa Code § 28E.8.

- 4.3 The term of this Agreement shall be perpetual, subject to the right of either Party to terminate this Agreement as provided herein.

SECTION V. LAW ENFORCEMENT CENTER

- 5.1 Greene County shall provide centralized law enforcement facilities for joint use by the Greene County Sheriff's Office and the Jefferson Police Department with office space, meeting rooms, and restrooms adequate to the needs of both agencies; said centralized law enforcement facilities shall be called the Greene County Law Enforcement Center (the "Law Enforcement Center"). The Law Enforcement Center shall be located at 1005 E. Lincoln Way, Jefferson, Iowa.
- 5.2 The Law Enforcement Center building and grounds shall remain the separate property of Greene County throughout the term of this Agreement and shall remain Greene County's property upon this Agreement's termination.
- 5.3 Greene County shall be responsible for the everyday maintenance of the Law Enforcement Center building, including both the interior of the building and the building itself. Maintenance under this section does not include repairs and improvements. Repairs and improvements to the Law Enforcement Center building shall be determined by action of the Joint Entity Board ("Board"), as described in Section VI herein, the cost of which shall be paid by the Board.
- 5.4 Jefferson shall be responsible for the everyday maintenance of the Law Enforcement Center's grounds, sidewalks, drives, and parking lots. Maintenance under this section does not include repairs and improvements. Repairs and improvements to the grounds, sidewalks, drives, or parking lots shall be determined by Board action, the cost of which shall be paid by the Board.
- 5.5 Jefferson shall be responsible for snow removal from all parking lots, streets, alleys, drives, and sidewalks on, or adjacent to, the grounds of both the Law Enforcement Center and the building located at 204 South Chestnut Street in Jefferson, Iowa.
- 5.6 Jefferson shall be responsible for mowing the grass, trimming trees, and weeding the landscaping on the grounds of the Law Enforcement Center. Improvements or changes to the landscaping, and adding or removing trees, shall be determined by Board action, the cost of which shall be paid by the Board.
- 5.7 The Jefferson Police Department shall be permitted use of the sally port at the building located at 204 South Chestnut Street in Jefferson, Iowa, for the purpose of washing Jefferson Police Department vehicles without charge.

SECTION VI. JOINT ENTITY BOARD

- 6.1 The operation and maintenance of the Law Enforcement Center shall be overseen by the Board, which shall be comprised of two representatives selected by the Jefferson City Council, two representatives selected by the Greene County Board of Supervisors, the Jefferson Police Chief, the Greene County Sheriff, and the Greene County Auditor, sometimes referred to individually as a "member" of the Board or collectively as the "members" of the Board.
- 6.2 The Board shall meet at least once every January and at least once every July during the term of this Agreement and at such additional times as requested by the Chairman of the Board or any three members of the Board.

- 6.3 The members of the Board shall be given at least ten days notice of a meeting in writing, in person, by telephone, by email, or by any other reasonable method.
- 6.4 A Board member may, in writing, waive notice of any meeting of the Board either before or after the meeting, and such waiver shall be deemed the equivalent of giving notice; in addition, attendance of a member at a Board meeting shall constitute waiver of notice of that meeting, unless the member's attendance is for the express purpose of objecting to the transaction of business because the meeting was not lawfully convened.
- 6.5 At any meeting of the Board, a majority of the members shall be necessary to constitute a quorum for the transaction of business.
- 6.6 Any one or more members may participate in a meeting telephonically or by means of similar communications equipment, so long as all members participating in the meeting can hear one another, and all such members shall be deemed present in person at such meeting.
- 6.7 At all meetings of the Board, each member shall have one vote.
- 6.8 Meetings of the Board shall be governed by Robert's Rules of Order.
- 6.9 The Board may establish one or more standing or ad hoc committees, each consisting of at least three members, to serve at the pleasure of the Board.
- 6.10 At the first Board meeting in the month of January, the Board shall elect a chairman, a vice-chairman, and a secretary, who shall serve as the Board's officers.
- 6.11 The chairman shall preside at all Board meetings, shall appoint members to any standing or ad hoc committees created by the Board, and shall perform all such other duties as the Board may from time to time assign.
- 6.12 The vice-chairman shall be vested with all the powers and shall perform all the duties of the chairman in the chairman's absence and shall perform all such other duties as the Board may from time to time assign.
- 6.13 The secretary shall record and keep the minutes of all Board meetings, shall have charge of such books, documents, and papers as the Board may determine, and shall perform all such other duties as the Board may from time to time assign.
- 6.14 The chairman, vice-chairman, and secretary shall each hold office for a term of one year and until his or her successor has been elected.
- 6.15 Only members of the Board shall be eligible to serve as an officer of the Board, and no person may hold more than one office.
- 6.16 An officer may be removed from office at any time, with or without cause, by a majority vote of the members at any meeting of the Board.
- 6.17 Any officer may resign his or her office at any time by giving written notice to the other two officers, and such resignation shall take effect upon receipt of that notice or at any later time specified in that notice.

- 6.18 Any vacancy occurring in any office, whether because of death, removal, or resignation, or for any other reason, shall be filled by the Board at the next meeting of the Board.
- 6.19 The Board shall have the power to establish an annual budget for the operation and maintenance of the Law Enforcement Center and to approve expenditures for capital improvements as provided in Section VII of this Agreement.

SECTION VII. BUDGET AND FINANCING

- 7.1 The budget for the operation and maintenance of the Law Enforcement Center shall be based on a fiscal year beginning on July 1 and ending on June 30.
- 7.2 In January of each year, the Board shall meet to establish a budget for the maintenance and operation of the Law Enforcement Center for the immediately succeeding fiscal year.
- 7.3 Jefferson shall provide in its annual budget for its share of the Law Enforcement Center's maintenance and operating expenses as budgeted by the Board.
- 7.4 Greene County shall provide in its annual budget for one-hundred percent (100%) of the Law Enforcement Center's maintenance and operating expenses as budgeted by the Board.
- 7.5 Jefferson's share of the Law Enforcement Center's annual maintenance and operating expenses shall be forty percent (40%) of the total expenses budgeted by the Board, and Greene County's share of the Law Enforcement Center's annual maintenance and operating expenses shall be sixty percent (60%) of the total expenses budgeted by the Board.
- 7.6 Greene County will initially pay all maintenance and operating expenses during the course of the fiscal year, and the Greene County Auditor shall invoice Jefferson on a quarterly basis on September 30, December 31, March 31, and June 30 for Jefferson's share of the actual maintenance and operating expenses incurred during the then concluding quarter.
- 7.7 Jefferson shall reimburse Greene County within thirty days of receipt of its quarterly invoice for its share of the Law Enforcement Center's actual maintenance and operating expenses.
- 7.8 Upon the completion of each fiscal year, all unexpended amounts budgeted by the Parties for the operation and maintenance of the Law Enforcement Center shall be deposited into an identifiable Law Enforcement Center Capital Improvement Account maintained by the City of Jefferson.
- 7.9 Jefferson shall permit Greene County to inspect and to copy all business records associated with the Law Enforcement Center Capital Improvement Account during normal business hours.
- 7.10 The funds maintained in the Law Enforcement Center Capital Improvement Account may be expended at any time, without the prior approval by the Parties, for capital improvements at the Law Enforcement Center by a majority vote of the members present at any meeting of the Board.
- 7.11 Jefferson and Greene County will each entirely finance its own obligations as undertaken herein.

SECTION VIII. TERMINATION

- 8.1 Either Party may terminate this Agreement effective 4:30 P.M. on June 30 of the then current fiscal year by giving written notice of termination to the other Party on or before December 31 of the then current fiscal year.
- 8.2 Written notice of a Party's termination of this Agreement shall be accomplished by certified mail or personal delivery.
- 8.3 Within thirty days of the termination of this Agreement, sixty percent (60%) of any funds in the Law Enforcement Center's Capital Improvement Account at the time of termination shall be reimbursed to Greene County.
- 8.4 Upon the termination of this Agreement, all fixtures and valuable improvements added to the Law Enforcement Center building and grounds during the term of this Agreement shall become the sole property of Greene County.
- 8.5 Except as otherwise provided in this Agreement, 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.

SECTION IX. AMENDMENT

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

SECTION X. ENTIRE AGREEMENT

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

SECTION XI. SEVERABILITY

- 11.1 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 _____, 2021 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

ROXANNE GORSUCH, CITY CLERK