

**28E AGREEMENT FOR RECYCLING SERVICES**  
**City of Jefferson – Greene County**

This Agreement for Recycling Services (the “Agreement”) is entered into between the City of Jefferson, Iowa (“Jefferson”) and Greene County, Iowa (“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.

**ARTICLE I. IDENTITY OF THE PARTIES**

- 1.1 Jefferson is a political subdivision of the State of Iowa and constitutes a “public agency” within the meaning of Iowa Code section 28E.2(2).
- 1.2 County is a political subdivision of the State of Iowa and constitutes a “public agency” within the meaning of Iowa Code section 28E.2(2).
- 1.3 The Parties are authorized under Iowa Code sections 28E.2 and 28E.4 to enter into an agreement for joint or cooperative action.

**ARTICLE II. PURPOSE**

- 2.1 The purpose of this agreement is to provide for the collection and disposal of recyclable materials generated within the City of Jefferson, Iowa, and the unincorporated areas of Greene County, Iowa.

**ARTICLE III. NO NEW ENTITY**

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

**ARTICLE IV. DURATION**

- 4.1 The initial term of this Agreement shall begin from the effective date of this Agreement, as defined in Section 13.2 of this Agreement, and shall expire on June 30, 2029, and shall automatically renew for successive three (3) year terms thereafter, subject to the right of either Party to give notice of termination as provided in this Agreement.

**ARTICLE V. OBLIGATIONS OF THE PARTIES**

- 5.1 City shall maintain dumpsters for the disposal of recyclable materials at a convenient location accessible for use by City’s residents and by the residents of the unincorporated areas of Greene County.
- 5.2 City shall provide for the collection of recyclable materials from the dumpsters as necessary to ensure the dumpsters remain available for use, provided, however, that all

recyclable materials shall be collected from each dumpster at least once per calendar week.

- 5.3 City shall maintain the area around each dumpster and keep it free from clutter, waste, and other hazards.
- 5.4 City shall arrange for the recycling of all recyclable materials deposited in the dumpster.
- 5.5 On or before July 15, 2026, City shall invoice County at a rate of \$250 per dump for seventy percent (70%) of the total number of dumps of the non-cardboard (e.g., plastic, metal, paper) recycling dumpsters and twenty-five (25%) of the total number of dumps of the cardboard recycling dumpsters incurred by City for City's recycling program during the second quarter of 2026.
- 5.6 No later than October 15, 2026, and every January 15, April 15, July 15, and October 15 thereafter for the remainder of the term of this Agreement, City shall invoice County at a rate of \$250 per dump for seventy percent (70%) of the total number of dumps of the non-cardboard (e.g., plastic, metal, paper) recycling dumpsters and twenty-five (25%) of the total number of dumps of the cardboard recycling dumpsters incurred by City for City's recycling program during the immediately preceding quarter, provided, however, that during any twelve-month fiscal period (July 1 to the successive June 30), City shall not invoice County, and County shall not be responsible for paying, more than \$25,000.00 for County's participation in the recycling program.
- 5.7 In the event this Agreement is terminated, City shall invoice County at a rate of \$250.00 per dump for seventy percent (70%) of the total number of dumps of the non-cardboard (e.g., plastic, metal, paper) recycling dumpsters and twenty-five (25%) of the total number of dumps of the cardboard recycling dumpsters incurred by City for City's recycling program from the first day of the then current quarter until the effective date of termination, provided, however, that in no event shall County be responsible for paying more than \$25,000.00 in total for County's participation in the recycling program during any twelve-month fiscal period (July 1 to the successive June 30).
- 5.8 On reasonable notice, City shall permit County to inspect and to copy all business records related to the provision of the recycling services described in this Agreement during normal business hours.
- 5.9 County agrees to pay City all bills issued to County pursuant to sections 5.5, 5.6, and 5.7 of this Agreement within thirty (30) days of receipt.

#### **ARTICLE VI. NO JOINT PROPERTY**

- 6.1 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 termination of this Agreement.

**ARTICLE VII. FINANCING AND BUDGET**

- 7.1 County and City will each entirely finance its own obligations undertaken herein.
- 7.2 City shall annually prepare a budget for the cooperative undertaking described in this Agreement for the immediately succeeding fiscal year, which budget City shall provide to County prior to January 30 for each year during the term of this Agreement.

**ARTICLE VIII. ADMINISTRATOR**

- 8.1 The City Administrator for the City of Jefferson shall be the sole administrator of this Agreement.

**ARTICLE IX. TERMINATION**

- 9.1 As of the effective date of termination by either Party pursuant to section 9.2 of this Agreement, City will no longer be obligated to offer recycling services to County and County will no longer be obligated to make payments for such services to City except as provided in section 5.7 of this Agreement.
- 9.2 Either Party may terminate this Agreement whenever the Party determines in its sole discretion that such termination is in the best interest of the Party upon presentation of written notice given to the other Party, such termination to be effective upon the end of the then-current term. Notice of termination must be provided at least ninety (90) days prior to the end of the term for termination to be effective as of the end of that term; otherwise, the term shall renew for a successive three (3) year term as provided in Section 4.1.
- 9.3 Written notice of a Party's intent to terminate this Agreement shall be accomplished by certified mail or personal delivery at the following addresses:

To Jefferson :  
  
City of Jefferson  
220 N. Chestnut St.  
Jefferson, IA 50129

To County :  
  
Greene County  
Attn: Auditor  
114 N. Chestnut St.  
Jefferson, IA 50129

**ARTICLE X. AMENDMENT**

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

**ARTICLE XI. ENTIRE AGREEMENT**

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

**ARTICLE XII. SEVERABILITY**

12.1 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.

**ARTICLE XIII. FILING WITH THE SECRETARY OF STATE**

13.1 Upon the execution of this Agreement by the Parties, the City of Jefferson shall file the fully-executed Agreement with the Iowa Secretary of State in accordance with Iowa Code section 28E.8.

13.2 The effective date of this Agreement shall be the date the Agreement is filed with the Iowa Secretary of State.

**ARTICLE XIV. MISCELLANEOUS**

13.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13.2 Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Agreement

Dated as of \_\_\_\_\_, 2026.

**CITY OF JEFFERSON, IOWA**

**GREENE COUNTY, IOWA**

BY \_\_\_\_\_  
CRAIG BERRY, MAYOR

BY \_\_\_\_\_  
DAWN RUDOLPH, CHAIR

ATTEST:

ATTEST:

\_\_\_\_\_  
ROXANNE GORSUCH, CITY CLERK

\_\_\_\_\_  
BILLIE JO HOSKINS, AUDITOR

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING  
28E AGREEMENT WITH  
GREENE COUNTY

WHEREAS, the City of Jefferson (the “City”) and Greene County, Iowa (“County”) desire to enter into a new 28E Agreement for recycling services benefitting the unincorporated portions of Greene County, Iowa (the “28E Agreement”); and

WHEREAS, a proposed form of the 28E Agreement that confirms this arrangement is now before the City Council; and

WHEREAS, the City Council finds that it is in the best interests of the City of Jefferson that it approve the 28E Agreement.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Jefferson, Iowa, as follows:

Section 1. The proposed 28E Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the 28E Agreement on behalf of the City, in substantially the form and content in which the 28E Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the 28E Agreement.

Section 2. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 3. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on March 24, 2026.

\_\_\_\_\_  
Craig J. Berry, Mayor

Attest:

\_\_\_\_\_  
Roxanne Gorsuch, City Clerk