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28E Agreement

	Full Legal Name	Organization Type	County
Party 1	Sac County	County	Sac
Party 2	Calhoun County	County	Calhoun
Party 3	Greene County	County	Greene

Participants

800 - ELECTED OFFICIALS, BOARDS, AND COMMISSIONS

Service Type

Establishment of a coordinated multicounty county attorney office serving Sac, Calhoun, and Greene Counties under Iowa Code sections 331.753 and 331.323.

Purpose

Indefinite

Duration

Contact Person: (Optional)

Benjamin

Contact First Name

Smith

Contact Last Name

Sac County Attorney

Job Title

Sac County Attorney's Office

Department

712-662-4791

Phone Number

INTERGOVERNMENTAL AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E
FOR THE ESTABLISHMENT OF A MULTICOUNTY COUNTY ATTORNEY OFFICE IN
AND FOR CALHOUN COUNTY, GREENE COUNTY, AND SAC COUNTY, IOWA

DEFINITIONS

For purposes of this Agreement:

“Agreement” means this Intergovernmental Agreement, pursuant to Iowa Code Chapter 28E for the Establishment of a Multicounty County Attorney Office for Sac County, Calhoun County, and Greene County, Iowa.

“Assistant County Attorney” or “ACA” means an attorney appointed by the County Attorney pursuant to Iowa law and this Agreement to assist in carrying out the duties of the Multicounty Office.

“Boards of Supervisors” or “Boards” means the Boards of Supervisors of Sac County, Calhoun County, and Greene County, collectively, unless the context clearly requires otherwise. Each may also be referred to individually as the “Sac County Board of Supervisors,” the “Calhoun County Board of Supervisors,” or the “Greene County Board of Supervisors.”

“Counties” or “Parties” means Sac County, Iowa; Calhoun County, Iowa; and Greene County, Iowa, collectively, unless the context clearly requires otherwise. Each may also be referred to individually as “Sac County,” “Calhoun County,” or “Greene County.”

“County Attorney” means the individual elected pursuant to Article 5 to serve as the multicounty County Attorney for the Counties under this Agreement.

“Effective Date” means January 1, 2027, unless a different effective date is established by amendment in accordance with this Agreement and Iowa law.

“Multicounty Office” means the coordinated multicounty county attorney office established by this Agreement to serve the Counties.

“Sac County,” “Calhoun County,” and “Greene County” refer to those counties individually, unless the context clearly requires otherwise.

RECITALS

1. Statutory Authority for Intergovernmental Cooperation

WHEREAS, the Parties are public agencies as defined in Iowa Code § 28E.2 and are authorized to enter into this Agreement pursuant to Iowa Code chapter 28E, § 331.753

(Multicounty Office), and § 331.323(2)(e) and (f), which authorize the combining of duties and the sharing of a county attorney;

WHEREAS, the foregoing recitals are intended to provide context and findings supporting this Agreement and shall not be construed to create independent substantive obligations beyond those expressly outlined in the Articles below;

2. Statutory Duties of the County Attorney

WHEREAS, Iowa Code § 331.756 enumerates seventy-six specific statutory duties of the County Attorney, including the mandatory obligation to provide advice or written opinions without compensation to boards of supervisors, county officers, and township officers and to represent township trustees in counties under twenty-five thousand population pursuant to §§ 331.756(7) and 331.756(54), and these duties are supplemented by additional statutory mandates throughout the Iowa Code, collectively comprising well over one hundred statutory and case-law defined responsibilities to be carried out across three separate jurisdictions under this Agreement;

3. Purpose and Public Policy Objectives of the Agreement

WHEREAS, the Parties have determined that the establishment of a coordinated multicounty county attorney office serving the Counties is in the best interests of the citizens of those Counties and is necessary to ensure stable, experienced, and effective prosecution of criminal offenses and performance of the statutory duties of the County Attorney;

WHEREAS, if this Agreement is approved and entered into by the Counties, it is the present intent and strong preference of Mr. Smith, subject to applicable Iowa law and the operational needs of the Multicounty Office, to appoint Laura Snider to serve as the Greene County-based ACA and James Heiliger to serve as the Calhoun County-based ACA under this Agreement;

WHEREAS, a central purpose of this Agreement is to ensure stable, sustained, and high-quality prosecutorial services across the Counties, providing consistent leadership, reliable availability, and disciplined enforcement of the law while reducing uncertainty associated with rural attorney shortages;

WHEREAS, a primary purpose of this Agreement is to ensure consistent, high-quality county attorney services for the Counties over the long term, thereby strengthening public safety throughout the region, reducing uncertainty regarding the continued availability of county attorney services, minimizing the risk of prolonged vacancies in the respective county attorney offices, and securing stable, sustained, high-operational-tempo prosecutorial services; and providing each County with an aggressive and highly effective Chief Law Enforcement Officer committed to the vigorous and principled enforcement of the law;

4. Rural Attorney Scarcity and Prosecutorial Recruitment Challenges

WHEREAS, rural counties in Iowa are facing a documented shortage of prosecutors and licensed attorneys generally, as reflected in reports from the Iowa State Bar Association, the Iowa

County Attorneys Association, and the Iowa Judicial Branch. The Counties are located within a region of Iowa that is experiencing significant attorney scarcity, often described as rural legal deserts;

WHEREAS, although the statutory qualification to serve as a county attorney requires only a license to practice law in Iowa, the responsibilities of prosecuting criminal offenses, advising law enforcement and county officials, and managing complex juvenile and civil enforcement proceedings demand specialized courtroom experience and institutional familiarity, thereby placing career prosecutors within a distinct and scarce segment of the legal profession and rendering attorneys with meaningful prosecutorial competence difficult to secure in rural jurisdictions such as Calhoun, Greene, and Sac Counties;

WHEREAS, this shortage is compounded by rising violent crime, substance-related offenses, and mental health crises in rural Iowa, resulting in increased caseload volume and complexity;

5. Regional Competitiveness

WHEREAS, the Parties further recognize that rural counties in Iowa face significant challenges in recruiting and retaining experienced prosecutors when competing individually with more populous jurisdictions, which often attract younger attorneys earlier in their careers who are drawn to the professional opportunities, social environments, and lifestyle amenities typically associated with larger communities;

WHEREAS, by coordinating their resources through the multicounty structure established by this Agreement, the Counties are able to collectively sustain experienced prosecutorial leadership and operational capacity that, in light of the attorney scarcity and recruitment challenges described above, would be substantially more difficult for each County to maintain independently;

6. Professional Qualifications and Experience of the Attorneys

WHEREAS, Benjamin Smith resides in Sac County, Iowa, the county in which he has served as the elected County Attorney (Chief Law Enforcement Officer) since January 2011, and maintains a direct and ongoing personal, civic, and professional connection to the community he serves as chief law enforcement officer; and since October 2023 he has also been serving as the Calhoun County Attorney pursuant to Iowa Code § 69.14A, exercising concurrent prosecutorial and administrative authority in two Iowa counties.

WHEREAS, Benjamin Smith has practiced law since his admission to the Iowa Bar in 2006 and has engaged in prosecutorial work throughout that period; he previously served as an Iowa Assistant Attorney General; he is a Lieutenant Colonel in the Iowa Army National Guard, serving in the Judge Advocate General's Corps (Deputy Staff Judge Advocate), and is a Veteran; upon the effective date of this Agreement he will be serving as President-Elect of the Iowa County Attorneys Association and serves on statewide leadership and legislative committees affecting county governance and criminal justice; he was named in 2020 to Drake Law School's "150 in

150,” recognizing him as one of 150 graduates in the school’s 150-year history who have helped shape and exemplify the values of Drake Law School; and during his tenure he received the Medallion Award from the Iowa Division of Criminal Investigation in recognition of his work as a prosecutor.

WHEREAS, pursuant to Iowa Code § 69.14A, County Attorney Smith’s prior and ongoing service as chief law enforcement officer in two Iowa counties, including simultaneous service in that capacity as one of only two county attorneys presently exercising such concurrent authority and among a limited number in the history of the State of Iowa to serve multiple counties for a sustained and operationally meaningful duration, demonstrates the practical feasibility, administrative integrity, and operational sustainability of the coordinated multicounty prosecutorial structure contemplated herein;

WHEREAS, ACA (“ACA”) Laura Snider has prosecuted criminal cases in Greene County since 2019 and has practiced criminal law continuously since her admission to the Iowa Bar in 2009, having served in both prosecutorial and criminal defense capacities; she has handled a broad range of criminal matters, including the defense of defendants charged with homicide offenses; during her service with the Public Defender’s Office she regularly maintained an active caseload of approximately 100 criminal cases at a time, demonstrating the ability to manage a substantial and demanding criminal docket; through this experience she contributes significant courtroom experience, litigation judgment, and prosecutorial capacity essential to the effective operation of the coordinated multicounty prosecutorial structure established herein;

WHEREAS, ACA Snider’s continued prosecution of criminal cases in Greene County since 2019 provides institutional familiarity with Greene County law enforcement agencies, court personnel, and case management practices, thereby supporting operational continuity and administrative feasibility;

WHEREAS, ACA James Heiliger has practiced law continuously since his admission to the Iowa Bar in 2006, initially serving as corporate counsel before transitioning to civil litigation and later expanding his practice to include criminal defense representation and, since October 2023, service as an ACA; he has developed meaningful courtroom experience across civil and criminal proceedings and acquired significant knowledge of Iowa’s mental health system and the legal frameworks governing involuntary commitment proceedings; through this progression, he contributes practical litigation judgment and subject-matter expertise essential to the effective functioning of the existing multicounty structure between Calhoun and Sac Counties and the expanded multicounty structure including Greene County as established herein;

WHEREAS, ACA Heiliger’s service within the existing multicounty structure between Calhoun and Sac Counties provides operational familiarity with administrative coordination, case allocation practices, and inter-county prosecutorial workflow contemplated herein, thereby supporting structural continuity and administrative feasibility;

WHEREAS, in addition to his professional qualifications, ACA Heiliger maintains a direct and continuing personal and economic connection to Greene County, owning real property within the county, contributing as a taxpayer to its public institutions, and residing in Greene County on a part-time basis, thereby reflecting a genuine personal investment in the community whose laws he will help enforce and whose citizens he will serve under this Agreement;

WHEREAS, the County Attorney and ACAs possess the professional experience, litigation judgment, and courtroom capability to perform not only the criminal and juvenile functions of the office, but also substantial civil representation and complex civil litigation on behalf of the Counties, excepting matters for which defense or indemnity is provided through the Counties' insurance carriers, including the Iowa Communities Assurance Pool or similar coverage arrangements, thereby reducing or avoiding the need for the Counties to retain outside counsel in many matters requiring sophisticated legal representation;

WHEREAS, the compensation contemplated by this Agreement reflects not only the significant workload and professional demands of the multicounty structure, but also the substantial personal sacrifices inherent in accepting and performing such duties, including the routine surrender of time that would otherwise be spent with family, friends, and personal life, all of which are inherently valuable and not readily measurable in economic terms;

WHEREAS, notwithstanding the compensation structure established herein, the County Attorney and the ACAs could earn at least comparable compensation in private practice and, in many circumstances, substantially greater compensation, but have instead chosen careers of public service and the demanding responsibilities of criminal prosecution and county representation in rural Iowa;

WHEREAS, the work of prosecutors and county attorneys increasingly exposes them and their families to threats of death, threats of serious bodily injury, harassment, and other forms of intimidation arising from the performance of their official duties, and the Parties acknowledge that such threats have become more frequent in recent years and constitute an additional burden and risk associated with the offices contemplated by this Agreement;

WHEREAS, the collective experience, institutional familiarity, and complementary professional backgrounds of Benjamin Smith, Laura Snider, and James Heiliger provide the Counties with substantial prosecutorial capacity, continuity of legal representation, and coordinated institutional knowledge necessary for the effective operation of the multicounty county attorney office established by this Agreement;

WHEREAS, sharing a single, highly experienced County Attorney and strategically allocating exceptionally skilled and seasoned ACAs Laura Snider and James Heiliger will provide superior prosecutorial services, greater consistency across jurisdictions, enhanced continuity and institutional knowledge, and meaningful cost efficiencies;

7. Criminal and Juvenile Caseload Volume Across the Counties

WHEREAS, in calendar year 2025, the caseloads within the Counties reflected significant prosecutorial volume and responsibility: Calhoun County recorded 73 cases involving aggravated or serious misdemeanor charges containing 98 indictable offenses, 33 felony cases containing 83 additional felony or indictable misdemeanor offenses, and 41 juvenile cases including child-in-need-of-assistance, termination-of-parental-rights, and delinquency matters; Sac County recorded 115 cases involving aggravated or serious misdemeanor charges containing 139 indictable offenses, 37 felony cases containing 101 additional felony or indictable misdemeanor offenses, and 11 juvenile cases; and Greene County recorded 140 cases involving aggravated or serious misdemeanor charges containing 178 indictable offenses, 47 felony cases containing 120 additional felony or indictable misdemeanor offenses, and 35 juvenile cases;

WHEREAS, during the same period, simple misdemeanor filings totaled 990 in Calhoun County, 1,631 in Greene County, and 1,601 in Sac County, with approximately ten percent contested and the remainder resolved administratively;

WHEREAS, the number and complexity of criminal and juvenile matters have trended upward in recent years, and although historical case-volume metrics and population figures provide useful benchmarks for assessing operational demand, prosecutorial workload depends not only on the number of filings but also on the complexity, intensity, and resource requirements of individual cases, such that periods of increased charging activity, major felony litigation, complex juvenile proceedings, or multi-defendant investigations within one county may coincide with quieter periods in another, leading to predictable fluctuations (i.e., “ebbs and flows”) in workload across the Counties and requiring a structure capable of reallocating prosecutorial resources, experience, and institutional capacity in real time to maintain consistent and effective justice administration;

WHEREAS, Laura Snider and James Heiliger have reviewed this Agreement and have expressed their willingness to serve under its structure and obligations, acknowledging that, notwithstanding the part-time designation referenced in the Articles below, the operational demands of the coordinated multicounty prosecutorial structure established herein—including the significant criminal and juvenile caseloads, recurring court obligations, trial schedules, and other statutory responsibilities of the office described above—will likely require the regular devotion of professional time substantially exceeding a standard forty (40) hour workweek and may reasonably approach or exceed fifty-five (55) hours per week;

8. Recurring Court Obligations And Judicial Service Requirements

WHEREAS, in addition to annual case volume, the County Attorney and ACAs fulfill substantial recurring monthly court obligations across the Counties, each requiring significant in-court time;

WHEREAS, such recurring court obligations across the Counties, considered collectively, are substantial and include not fewer than six district court service days per month, two of which combine with district associate court matters; three trial dates every six (6) weeks, one in each

County; not fewer than two juvenile court days per month; not fewer than eight magistrate court dates per month; and not fewer than four district associate court dates per month, two of which include a combined juvenile court docket;

WHEREAS, in addition to the recurring monthly court obligations described above, the court calendar in the participating Counties regularly requires district court service every Monday, with two Mondays each month generally involving two separate district court service obligations in two of the Counties and the remaining Mondays generally involving district court service in the third County, thereby creating a weekly court schedule that substantially restricts flexibility in the allocation of professional time and requires sustained readiness for hearings, motions, plea proceedings, and trial-related matters across multiple jurisdictions;

WHEREAS, the statutory and practical duties of the office are not confined to ordinary business hours, and the County Attorney and the ACAs must remain continuously available to law enforcement for charging decisions, warrant review, search issues, investigative consultation, emergency juvenile matters, and other urgent legal questions arising at all hours, including late-night and early-morning periods;

WHEREAS, it is routine in the ordinary course of law enforcement operations for the County Attorney or an ACA to receive *at least* one law-enforcement call in the late night and/or early morning hours each week, and the Parties acknowledge that such around-the-clock responsiveness is an inherent feature of modern prosecution and a continuing demand upon the attorneys serving under this Agreement;

9. Technological Infrastructure and Operational Support Requirements

WHEREAS, modern criminal prosecution increasingly depends upon the analysis and management of substantial volumes of digital evidence, including body-worn camera recordings, dash camera video, recorded interviews, electronic communications, digital extractions, and other multimedia materials requiring secure, high-performance computing systems capable of storing, processing, reviewing, and transmitting large quantities of data, including through emerging tools utilizing artificial intelligence-assisted analysis;

WHEREAS, the effective administration of justice across three counties requires reliable technological infrastructure that minimizes downtime and enables the County Attorney and ACAs to review evidence, prepare pleadings, conduct legal research, communicate with law enforcement and court personnel, and perform prosecutorial duties efficiently regardless of physical location;

WHEREAS, the Parties acknowledge that portable computing technology, associated peripherals, secure software environments, and related technological resources are essential tools of modern prosecution and that the efficient discharge of the duties contemplated by this Agreement requires that the County Attorney and ACAs be provided with top-tier, high-performance computing equipment and technological support suitable for the demands of a multicounty prosecutorial structure;

WHEREAS, the Parties further acknowledge that the technology, software, equipment, and related support necessary for the County Attorney, ACAs, and their staff to perform the duties contemplated by this Agreement shall be provided through the respective county attorney office budgets of the participating Counties and shall not require a separate budget for the multicounty structure established herein.

10. Administrative and Operational Complexity of Three County Governments

WHEREAS, under this multicounty structure, such advisory, representational, and enforcement obligations are not merely expanded but multiplied across three independent county governments, three boards of supervisors, three sheriffs' offices, numerous department heads, and an increased number of townships, each requiring separate legal advice, written opinions, meeting attendance, ordinance interpretation, contract review, civil representation, and policy analysis;

WHEREAS, the multicounty structure established herein does not merely aggregate population figures but requires service to three fully independent county governments, each possessing its own board of supervisors, elected officials, department heads, budget process, ordinance framework, administrative systems, and townships, thereby multiplying advisory, administrative, and representational responsibilities beyond those associated with a single-county office;

WHEREAS, unlike the administration of a single-county office, the County Attorney under this Agreement must manage three distinct county attorney offices, including preparation and oversight of three annual budgets, supervision of personnel across three counties, and coordination with three independent county administrative structures;

11. Conventional Prosecutorial Staffing Models in Comparable Jurisdictions

WHEREAS, in counties of comparable population size and workload volume, including those with caseload levels and recurring court obligations similar to those described in the Recitals above, conventional staffing practice typically includes one elected County Attorney and *at least* one ACA per county, with the ACA position in most such counties being full-time to sustain prosecutorial capacity and ensure adequate court coverage, resulting in no fewer than four and one-half (4.5) attorneys across the Counties to address comparable workload and court obligations;

12. Existing Cooperative Structure Between Calhoun County and Sac County

WHEREAS, prior to Greene County expressing interest in participating in the multicounty structure contemplated herein, Calhoun County and Sac County had informally discussed and anticipated entering into a multicounty arrangement with one another under Iowa Code chapter 28E and Iowa Code §§ 331.753 and 331.323(2)(e) and (f) upon the eventual transition from the interim structure presently authorized under Iowa Code § 69.14A. Under those discussions, the Counties contemplated a cooperative structure whereby Calhoun County and Sac County would share the services of the County Attorney's Office and allocate the associated operational expenses

on an equal basis between the two Counties; Greene County's participation, therefore, expands an already functioning cooperative prosecutorial structure contemplated herein.

13. Coordinated Multicounty Prosecutorial Structure

WHEREAS, the multicounty structure established herein permits flexible allocation of prosecutorial resources to respond to fluctuations in volume and complexity in real time, ensuring that adequate capacity is directed where most needed;

WHEREAS, this Agreement achieves equivalent operational coverage with three attorneys through coordinated effort, extended working hours, institutional experience, and shared responsibility;

WHEREAS, under the structure established herein, each of the Counties will have access not merely to a single attorney assigned to that jurisdiction, but to the collective availability, professional experience, and complementary subject-matter expertise of three seasoned prosecutors functioning as an integrated office. This coordinated structure ensures that fluctuations in workload, unexpected complex litigation, specialized subject-matter demands, and emergent legal issues can be addressed through deliberate allocation of time, skill, and institutional capacity across jurisdictions, thereby providing each county with greater depth, continuity, operational resilience, and prosecutorial strength than would be available under a traditional single-county model operating in isolation.

WHEREAS, although this Agreement establishes a coordinated multicounty prosecutorial structure and provides for the sharing of the attorneys who will perform the duties of the office across the Counties, it does not abolish, consolidate, or eliminate the separate county attorney offices of the participating Counties; rather, each County shall continue to maintain its own county attorney office as a distinct local office within its own courthouse and governmental structure, and the coordinated feature of this Agreement consists in the shared service, allocation, and supervision of the attorneys performing the duties of those offices;

14. Stability and Long-Term Continuity of Prosecutorial Leadership

WHEREAS, the relative ages, professional trajectories, and demonstrated commitment to public service of Benjamin Smith, Laura Snider, and James Heiliger reflect not a temporary or transitional arrangement, but the deliberate formation of a durable prosecutorial structure reasonably expected to provide stable, experienced, and continuous leadership for the next decade and beyond;

WHEREAS, at a time when an increasing number of Iowa counties struggle to recruit or retain qualified candidates for elected County Attorney and ACA positions, this Agreement secures for the Counties sustained access to three career prosecutors possessing established courtroom experience, institutional knowledge, and long-term professional investment in rural Iowa, thereby insulating the Counties from the instability, vacancy risk, and diminished prosecutorial capacity presently affecting similarly situated jurisdictions;

15. Fiscal Context and Existing County Budget Structures

WHEREAS, the Parties acknowledge the existing fiscal structures and staffing configurations within each County and deem it important to place this Agreement in a proper financial and operational context;

WHEREAS, for fiscal year 2026–2027, Sac County maintains one full-time elected County Attorney and one part-time ACA, budgeting \$138,551.48 for the elected position and \$52,787.50 for the part-time Assistant position;

WHEREAS, for fiscal year 2026–2027, Calhoun County budgets \$112,367 for a full-time elected County Attorney position and \$89,986 for a full-time ACA position;

WHEREAS, the Calhoun County elected position is presently filled pursuant to Iowa Code § 69.14A(3) at a mutually agreed compensation rate of \$90,000;

WHEREAS, before October 2023, Calhoun County budgeted and was prepared to expend \$211,703 for a County Attorney and ACA combined to fulfill the statutory obligations of that office;

WHEREAS, for fiscal year 2026–2027, Greene County maintains one full-time elected County Attorney and two full-time ACAs, budgeting \$ 146,055.60 for the elected position, \$109,749.84 for one ACA position, and \$98,087.52 for the second ACA position;

WHEREAS, it is anticipated that the Greene County ACA position budgeted at \$98,087.52 will be eliminated before January 1, 2027;

WHEREAS, for purposes of fiscal comparison under this Agreement for fiscal year 2026–2027, Greene County’s combined allocation for the elected County Attorney position and one full-time ACA position totals \$255,805.44, which figure excludes the \$98,087.52 position anticipated to be eliminated;

WHEREAS, under the existing status quo and outside the structure of this Agreement for fiscal year 2026–2027, Benjamin Smith would receive combined compensation from Calhoun County and Sac County totaling \$228,551.48, and James Heiliger would receive combined compensation totaling \$142,773.50 from Calhoun County and Sac County, resulting in a combined compensation cost of \$371,324.98 for those two Counties; and Laura Snider would receive \$ 109,749.84 from Greene County;

WHEREAS, if Calhoun County and Sac County were to share the services of the County Attorney and one ACA, the anticipated structure contemplated by those Counties before Greene County’s participation would allocate those combined compensation costs equally between the two Counties, resulting in an anticipated annual obligation of approximately \$185,662.49 for each County;

WHEREAS, under the multicounty structure established by this Agreement, the combined annual compensation for the County Attorney and two ACAs is \$588,000, reflecting compensation of \$248,000 for the County Attorney and \$170,000 for each ACA;

WHEREAS, when compared to the anticipated Calhoun-Sac two-county structure described above, the participation of Greene County allows the compensation structure to be distributed across the Counties, thereby reducing the financial burden otherwise borne by Calhoun County and Sac County;

WHEREAS, under the allocation structure contemplated by this Agreement, the total cost of \$588,000 is apportioned among the Counties in a manner that ensures Calhoun County and Sac County each pay less than the \$185,662.49 annual amount that would otherwise be required under a two-county arrangement;

WHEREAS, the compensation levels established herein reflect the additional responsibilities associated with administering and prosecuting cases across the Counties while remaining materially lower than the combined expenditures that would otherwise be required to staff three separate county attorney offices with attorneys of comparable experience and capability;

WHEREAS, the Parties further acknowledge that the compensation levels established herein correspond to a level of professional commitment materially exceeding ordinary full-time employment, including substantial recurring court obligations, frequent evening and overnight availability to law enforcement, exposure to personal threats and intimidation arising from the performance of prosecutorial duties, and the continuing sacrifice of personal and family time required to sustain the operational tempo contemplated by this Agreement;

WHEREAS, the compensation structure established herein also reflects the fact that the Counties are obtaining the services of experienced attorneys capable of performing substantial, complex civil representation on behalf of the Counties, except in matters handled through applicable insurance coverage, thereby reducing the need for the Counties to engage outside counsel and creating value beyond the direct prosecution of criminal cases alone;

WHEREAS, the Parties further find that the coordinated structure established by this Agreement allows the Counties to respond more effectively to fluctuations in caseload volume, complex litigation demands, and evolving criminal justice challenges without requiring the creation of additional prosecutorial positions in each County;

WHEREAS, the Parties therefore determine that the multicounty county attorney structure established by this Agreement represents a fiscally responsible and operationally efficient means of ensuring stable, experienced, and effective prosecutorial services for the citizens of The Counties;

WHEREAS, based upon the fiscal comparisons described above, the multicounty structure established by this Agreement allows the Counties to sustain experienced prosecutorial leadership collectively and coordinated prosecutorial resources at a cost that is lower than or comparable to

the expenditures that would otherwise be required for each County to independently staff and administer its own county attorney office, thereby producing measurable financial efficiencies while simultaneously providing greater prosecutorial capacity, institutional continuity, and operational flexibility across the Counties;

16. Victim-Witness Services and Existing Intercounty Cooperation

WHEREAS, Sac County and Calhoun County presently maintain a shared Victim-Witness Coordinator position pursuant to an intergovernmental agreement entered on June 20, 2006, under Iowa Code chapter 28E and filed with the Iowa Secretary of State;

WHEREAS, Victim-Witness Coordinators in Iowa county attorney offices play an essential role in assisting victims and witnesses of crime throughout the criminal justice process, including ensuring compliance with the rights and protections afforded to victims under Iowa Code chapter 915 and related provisions of Iowa law;

WHEREAS, such positions commonly provide prosecution-based victim assistance services, including communication with victims and witnesses regarding case status, coordination of meetings with prosecutors, preparation for court proceedings, assistance with victim impact statements and restitution documentation, referral to community services, and support during court proceedings;

WHEREAS, these positions are frequently funded through competitive state and federal victim assistance grants administered through the Iowa Attorney General's Office or other governmental sources, supplemented where necessary by county appropriations;

WHEREAS, the Counties recognize that the provision of victim-witness services significantly enhances the effectiveness of criminal prosecution, strengthens victim participation in the justice system, and promotes the fair administration of justice;

WHEREAS, the Parties further recognize that, because Sac County and Calhoun County currently share such services through an existing 28E agreement, the future expansion of that cooperative structure to include Greene County may enhance service delivery and operational efficiency across the three Counties;

WHEREAS, the Parties acknowledge that the application cycle for certain victim-services grants expected to support such positions begins May 1, 2026, with grant applications anticipated to be due in October 2026;

WHEREAS, Greene County has expressed its willingness to work cooperatively with the County Attorney to explore the creation of a part-time Victim-Witness Coordinator position serving Greene County and, if feasible, the consolidation of victim-witness services across all three Counties through a separate intergovernmental agreement under Iowa Code chapter 28E.

17. Findings Supporting the Agreement and Board Approval

WHEREAS, nothing in this Agreement is intended to diminish the independent authority of the respective Boards of Supervisors of Calhoun County, Greene County, or Sac County, each of which retains full responsibility for governance, budgeting, and policy decisions within its own jurisdiction; and the structure established herein is intended solely to coordinate prosecutorial services in a manner that preserves local control while enhancing operational capacity and continuity of legal representation for the citizens of the Counties;

WHEREAS, the Board of Supervisors of each County has adopted a resolution approving this Agreement and authorizing its execution;

NOW, THEREFORE, in consideration of the foregoing findings and the mutual promises and covenants contained herein, and pursuant to the authority granted by Iowa law and the formal resolutions adopted by the respective Boards of Supervisors, the Parties hereby agree as follows:

ARTICLES

ARTICLE 1 – STATEMENT OF PURPOSE

In light of the foregoing Recitals and pursuant to the authority granted under Iowa Code Chapter 28E, the Parties hereby establish a coordinated multicounty county attorney office serving the Counties under the structure and terms outlined in this Agreement. The Parties acknowledge the operational realities described in the Recitals above, including fluctuating caseload demands, recurring court obligations, and the fiscal and administrative considerations associated with maintaining effective prosecutorial services across the Counties.

ARTICLE 2 – EFFECTIVE DATE

This Agreement shall be executed and filed with the Iowa Secretary of State before the 2026 general election. It shall become effective on January 1, 2027, following the election of the County Attorney in accordance with Iowa Code § 331.753(2) and § 39.17. However, because participation in the elective process established by this Agreement must necessarily occur before that date, including participation in the 2026 primary and general elections, this Agreement shall become binding upon the Counties immediately upon execution and filing with the Iowa Secretary of State for the limited purpose of implementing the multicounty elective structure contemplated herein. Upon becoming so binding, Benjamin Smith shall be eligible, notwithstanding that he is not a resident of Calhoun County or Greene County, to complete, execute, and file with the appropriate county auditors the Affidavit of Candidacy, Nomination Petition for Primary Election, and such other ballot-access or candidate-filing documents as may be required by Iowa law for placement on the ballot for the office of County Attorney in all participating Counties, and shall be deemed qualified to seek and hold such office in the manner contemplated by this Agreement and Iowa Code § 331.753.

ARTICLE 3 – DURATION

This Agreement shall become effective as provided in Article 2 and shall remain in effect for an initial term of four (4) years beginning on the Effective Date.

Thereafter, this Agreement shall automatically renew for successive four-year terms coinciding with the term of the County Attorney elected pursuant to Article 5, unless, no later than January 1 of the final year of the then-current term, one or more Counties provide written notice of non-renewal in accordance with Article 12. The Parties acknowledge that aligning the duration of this Agreement with the elected term of the County Attorney promotes stability in prosecutorial leadership, preserves the integrity of the multicounty elective structure established by Article 5, and ensures continuity of prosecutorial services for the citizens of the participating Counties.

A notice of non-renewal by fewer than all Counties shall not terminate this Agreement in its entirety but shall constitute notice that the non-renewing County intends to cease participation at the end of the then-current elected term of the County Attorney, subject to Article 11. In such an event, this Agreement shall continue in effect as between the remaining participating Counties to the fullest extent permitted by Iowa law.

A notice of non-renewal by all Counties shall constitute an agreement to terminate this Agreement effective upon expiration of the then-current term unless the Parties otherwise agree in writing.

ARTICLE 4 – GOVERNING BODY

This Agreement creates no separate legal or administrative entity. Furthermore, this Agreement does not create a separate budgeting authority or a separate annual operating budget apart from the county attorney's office budgets maintained by the participating Counties, except as expressly provided with respect to compensation adjustments under this Agreement.

This Agreement shall be administered jointly by the Boards of Supervisors of the Counties. Each Board of Supervisors shall exercise its authority independently within its respective county, and actions requiring approval under this Agreement shall be effective upon approval by the Boards of Supervisors of the Counties unless otherwise expressly provided herein.

ARTICLE 5 – ELECTION OF COUNTY ATTORNEY

Pursuant to Iowa Code § 331.753(1), the County Attorney (or successor) shall be elected by a majority of the votes cast for the office of the county attorney in all of the counties in which the county attorney will serve as provided in the agreement. The election shall be conducted in accordance with Iowa Code § 47.2(2).

ARTICLE 6 – SHARING OF SERVICES AND ADMINISTRATION

A. County Attorney

The County Attorney shall serve as the elected multicounty County Attorney for the Counties. The County Attorney shall be the chief law enforcement officer and administrator of the shared office.

The County Attorney shall be eligible to receive health insurance, IPERS, and other ancillary employee benefits provided by Sac County as if employed directly by that County.

B. Assistant County Attorneys

The Parties designate two ACA positions under this Agreement: one designated as the Greene County-based ACA and the other as the Calhoun County-based ACA. These designations exist solely for purposes of identifying the county through which the compensation and employment benefits associated with each position shall be provided under this Agreement and do not confer any additional duties or responsibilities upon the respective Counties, nor do they imply any hierarchy or supervisory authority between the two positions. The County Attorney shall have sole supervisory authority over both ACAs, and neither ACA shall exercise supervisory authority over the other.

The Greene County-based ACA shall receive the compensation and employment benefits associated with that position through Greene County as if employed directly by that County, and the Calhoun County-based ACA shall receive the compensation and employment benefits associated with that position through Calhoun County as if employed directly by that County.

The designations “Greene County-based ACA” and “Calhoun County-based ACA” are used in this Agreement solely for purposes of identifying the source of compensation and employment benefits associated with the respective positions. None of the attorneys shall be bound by the personnel policies, employee handbooks, or internal rules of any individual County beyond the specific compensation, employment benefits, and services expressly identified in this Agreement. No attorney shall be considered an employee of any County except to the limited extent necessary for the provision of the compensation and employment benefits described herein.

C. Duties

The County Attorney shall perform the statutory duties of the office of County Attorney in each of the Counties as required by Iowa law, including but not limited to the duties described in Iowa Code § 331.756 and other applicable provisions of the Iowa Code. The County Attorney shall administer the Multicounty Office and may allocate prosecutorial, advisory, and administrative responsibilities among the ACAs as necessary to ensure the effective performance of those duties across the Counties. The ACAs shall perform such duties as may be assigned by the County Attorney in furtherance of the statutory responsibilities of the office. Such duties may include after-hours and emergency responsiveness to law enforcement, courts, and county officials, together with civil representation and advisory functions, as reasonably necessary to effectively perform the office's duties across the Counties.

D. Travel Reimbursement

The County Attorney and ACAs shall not be reimbursed for mileage incurred in traveling to and from the respective courthouses located within the Counties for hearings or other official county business occurring within the Counties. This provision does not apply to travel for conferences,

training, continuing legal education, or appearances in any professional capacity outside the boundaries of the Counties.

E. Retention of Existing Greene County Staff.

The County Attorney expressly intends to retain Jeri Angell, Office Manager of the Greene County Attorney’s Office, in her current position and at no less than her current compensation and hours upon the Effective Date of this Agreement. Ms. Angell shall not be removed from her position, have her compensation reduced, or have her hours diminished without her written consent, so long as she desires to continue in that role. The Parties acknowledge that Ms. Angell’s institutional knowledge, continuity of office operations, and professional relationship with the attorneys and staff of the Greene County Attorney’s Office are of significant value to the effective functioning of the multicounty Office, and that her retention serves the operational interests of the Counties. Nothing in this Agreement shall be construed to diminish, alter, or impair Ms. Angell’s existing employment relationship with Greene County or any rights or benefits she currently enjoys as a Greene County employee.

ARTICLE 7 – PART-TIME STATUS DESIGNATION

A. Part-Time Status of the Elected County Attorney

Pursuant to Iowa Code § 331.752, the Parties agree that the County Attorney shall be designated as a part-time County Attorney in each of the Counties. No later than December 1, 2026, each Board of Supervisors shall adopt a resolution designating the County Attorney as a part-time County Attorney in its county, effective January 1, 2027. Each Board of Supervisors shall adopt such resolution no earlier than the day following the 2026 general election and no later than December 1, 2026, in accordance with the restriction imposed by Iowa Code § 331.752(2), which prohibits adoption of such a resolution between March 1 and the date of the general election in a year in which the county attorney is regularly elected. The County Attorney consents to this designation and waives any objection under Iowa Code § 331.752.

B. Part-Time Status of the Assistant County Attorneys

Pursuant to Iowa Code §§ 331.904 and 331.757, the County Attorney shall designate the Greene County-based ACA and the Calhoun County-based ACA as part-time ACAs. Each Board of Supervisors shall acknowledge and approve such designations no later than December 1, 2026, effective January 1, 2027. The election-year restriction imposed by Iowa Code § 331.752(2) applies only to the elected county attorney position and does not govern the timing of ACA designations under this subsection; accordingly, each Board of Supervisors may acknowledge and approve the ACA designations at any time prior to December 1, 2026, without regard to the date of the 2026 general election.

C. Work Expectation

Notwithstanding the part-time designation of the County Attorney and the ACAs, the Parties acknowledge that the duties of the offices established under this Agreement require a level of

professional time and commitment consistent with the operational demands of the multicounty structure. The County Attorney and the ACAs are expected to devote at least forty (40) hours per week to the performance of their official duties across the Counties, and substantially greater time as necessary to fulfill those duties.

The Parties further acknowledge that such duties include recurring evening, overnight, and other after-hours demands inherent in the provision of prosecutorial and county attorney services.

D. Advance Consent to Part-Time Designations; Waiver of Waiting Period

The County Attorney’s execution of this Agreement constitutes his advance written consent to all part-time designations contemplated by this Article, including the designation of the County Attorney pursuant to subsection A and the designation of the ACAs pursuant to subsection B. With respect to the County Attorney’s designation, this Agreement shall serve as the agreement of the County Attorney required under Iowa Code § 331.752(4), authorizing each Board of Supervisors to adopt a resolution designating the County Attorney as part-time with an effective date of January 1, 2027, without regard to the sixty-day waiting period otherwise required under Iowa Code § 331.752(2). With respect to the ACA designations, each Board of Supervisors may rely upon this Agreement, together with the County Attorney’s designation of each ACA as part-time pursuant to Iowa Code § 331.904(3), as sufficient authorization to acknowledge and approve such designations with an effective date of January 1, 2027. No separate written consent from the County Attorney or the ACAs shall be required at the time of adoption of any resolution or acknowledgment contemplated by this Article.

ARTICLE 8 – BUDGET AND FINANCING

A. Compensation

For fiscal year 2027 and thereafter, subject to annual adjustment by the respective compensation boards and Boards of Supervisors of the Counties in accordance with Iowa law, the Parties agree to the following annual compensation structure for the shared positions within the Multicounty Office:

Position	Compensation
County Attorney	\$248,000
Greene County-based ACA	\$170,000
Calhoun County-based ACA	\$170,000

Total Combined Annual Compensation for the Multicounty Office: \$588,000

B. Compensation Allocation.

The total combined annual compensation of the County Attorney and ACAs established under subsection A shall be funded by the Counties in accordance with the compensation allocation structure established under this Agreement.

The allocation of compensation obligations among the Counties shall be determined pursuant to the allocation formula adopted by the Parties and approved through the respective county budget processes.

C. Direct Payment of Apportioned Compensation.

Each County shall pay directly, through its ordinary payroll process and on its regular payroll schedule, the portion of the County Attorney’s and ACAs’ compensation for which that County is responsible under the allocation structure described in subsection B.

Accordingly, the County Attorney and each ACA may receive separate compensation payments from each participating County in proportion to the compensation allocation applicable to that County.

No single County shall be required to advance the full compensation of any attorney subject to later reimbursement by the other Counties. The Parties expressly intend that compensation obligations be satisfied through direct county-by-county payroll payments rather than through reimbursement between Counties.

D. Illustrative Allocation of Annual Compensation

For purposes of presenting the anticipated fiscal allocation under the multicounty structure established by this Agreement, the following table reflects the best available estimates based upon Greene County contributing thirty-eight percent (38%) of the combined annual compensation for the Multicounty Office, with the remaining balance allocated equally between Calhoun County and Sac County:

County	Cost Without Agreement	Allocation Under Multicounty Structure	Approximate Savings
Sac County	\$185,662.49	\$182,280	\$3,382.49
Calhoun County	\$185,662.49	\$182,280	\$3,382.49
Greene County	\$255,184	\$223,440	\$32,365.44

The table above reflects the best fiscal estimates currently available to the Parties, based on the existing county budget figures and the allocation structure established by this Agreement. The Parties believe these figures closely approximate the anticipated financial impact of the multicounty structure described herein; however, minor variations may occur due to annual budget adjustments, compensation board recommendations, rounding differences, or final allocation calculations performed during the annual budget process. The actual annual allocations among the

Counties shall therefore be determined in accordance with the allocation provisions of this Article and the budget process described herein.

E. Annual Compensation Review and County Budgeting

The County Attorney and the County Board of Supervisors (through their representative member) and Auditor for the Counties shall meet annually by on or before March 1 to confer regarding compensation adjustments for the County Attorney and ACAs and to facilitate the inclusion of each County's respective financial obligations under this Agreement within the annual county attorney office budget of that County. Each County shall annually appropriate and budget sufficient funds within its county attorney's office budget to satisfy its obligations under this Agreement.

The Parties intend that any annual adjustment to the compensation of the County Attorney and the ACAs be determined, if possible, by unanimous agreement of the Counties following the annual conference described above.

If the Counties do not reach unanimous agreement on the amount of an annual compensation increase for the County Attorney and the ACAs on or before April 1 of the applicable year, then, unless the Parties otherwise agree in writing, the annual compensation for the County Attorney and the ACAs for the ensuing fiscal year shall automatically increase by a percentage equal to the arithmetic average of the across-the-board percentage compensation increases approved by the respective Counties for county employees who are not elected officials.

For purposes of this subsection, "across-the-board percentage compensation increases" means the generally applicable percentage increase, if any, approved by each County for its county employees as a class or broad category, excluding elected officials. If a County does not approve any across-the-board increase for such employees for the applicable fiscal year, that County shall be deemed to have approved a zero percent (0%) increase for purposes of calculating the average under this subsection.

The percentage determined under this subsection shall apply uniformly to the compensation of the County Attorney, the Greene County-based ACA, and the Calhoun County-based ACA unless the Parties otherwise agree in writing.

E. Minimum County Attorney's Office Operational Funding Commitment

The Parties acknowledge that the effective operation of the multicounty prosecutorial structure established by this Agreement depends upon the continued availability of adequate personnel, equipment, technology, and other operational resources within the county attorney offices of the participating Counties.

This subsection governs only the operational funding of the respective county attorney offices. It does not apply to, alter, or govern the funding, staffing, or compensation of the County Attorney position or the Assistant County Attorney positions established under this Agreement, which are governed separately by the provisions of this Article.

Accordingly, each County agrees that it shall continue to maintain and fund its respective county attorney office at a level reasonably sufficient to permit the County Attorney and the ACAs to perform the statutory duties of the office and to carry out the responsibilities contemplated by this Agreement.

At a minimum, each County shall maintain operational funding for its county attorney office that is not materially less than the staffing and operational funding levels maintained for that office as of fiscal year 2026–2027, excluding funding associated with the County Attorney position and the ACA positions governed elsewhere in this Agreement, unless otherwise agreed in writing by the County Attorney and the respective Board of Supervisors of that County.

Nothing in this subsection shall be construed to prevent a County from increasing funding, personnel, or operational resources for its county attorney’s office if the County determines that additional support is appropriate.

F. Relationship to County Office Budgets; Technology Expenses.

The Parties acknowledge that the coordinated multicounty prosecutorial structure established by this Agreement shall not operate through a separate annual budget distinct from the county attorney’s office budgets of the participating Counties. Rather, each County shall continue to maintain its own county attorney office budget, and the financial obligations of that County arising under this Agreement shall be reflected within that budget.

The Parties further agree that technology, computing equipment, software, licensing, peripherals, and related technological support reasonably necessary for the County Attorney, the ACAs, and their staff shall be budgeted through the respective county attorney’s office budgets of the participating Counties. No separate annual budget for the multicounty structure shall be required for such items.

Nothing in this Agreement shall be construed to eliminate, replace, or diminish the separate county attorney office budget of any participating County.

G. Allocation of Non-Compensation Technology and Operational Expenses.

Except as otherwise expressly provided in this Agreement with respect to compensation of the County Attorney and the ACAs, technology, computing equipment, software, licensing, peripherals, and related technological support for the County Attorney, the ACAs, and their staff shall be budgeted and paid through the respective county attorney office budgets of the participating Counties, in accordance with the budgeting practices of each County.

The Parties acknowledge that such non-compensation expenses are distinct from the compensation allocation structure established elsewhere in this Article and shall not be subject to the percentage-based compensation allocation applicable to the County Attorney and the ACAs unless the Parties expressly agree otherwise in writing.

ARTICLE 9 – OFFICES AND EQUIPMENT

A. Office Space.

Each County shall maintain adequate office space and equipment in its courthouse for the County Attorney and staff, as required by Iowa Code § 331.322(5). The Parties expressly acknowledge that this Agreement does not eliminate, merge, or abolish the separate county attorney office of any participating County. Each County shall continue to maintain its own county attorney's office within its courthouse and county governmental structure. The multicounty structure established by this Agreement concerns the coordinated sharing, assignment, and supervision of the attorneys performing the duties of those offices. It is not intended to alter the continued existence of a county attorney's office in each County.

B. Virtual Appearance Capability.

Each County agrees to equip and maintain its Board of Supervisors meeting room with reliable, high-quality audio-visual technology sufficient to enable the County Attorney to participate in every Board of Supervisors meeting by virtual means, regardless of the County Attorney's physical location at the time of the meeting. This capability shall ensure clear, uninterrupted audio and video transmission, including the ability to view meeting materials, participate fully in discussions, and be recognized for purposes of the record. The technology shall be maintained in good working order at all times, with any necessary upgrades or repairs completed promptly to avoid disruption of the County Attorney's participation.

C. Information Technology Services, Software Access, and Computing Resources.

Each County shall provide routine information technology support and services, together with appropriate computing technology and related resources, to the County Attorney, any ACA based in that County, and their staff as reasonably necessary for the effective operation of that County's county attorney office. Such support shall include the provision and maintenance of an official county email account using the domain assigned to that County, together with any associated communication or collaboration services normally provided to county offices and departments.

The Parties agree that the County Attorney, the ACAs, and their staff shall be provided with reliable, secure, and high-performance computing technology, software, and related resources reasonably necessary to perform the duties contemplated by this Agreement efficiently and effectively, taking into account the substantial volume of digital evidence, the need for secure data processing and storage, the demands of coordination across multiple jurisdictions, and the increasing use of advanced technological tools in modern prosecution.

The County Attorney and the ACAs shall be entitled to utilize the software, applications, and information technology systems generally made available by the respective Counties to their county offices and departments to the same extent as other county offices. If the County in which a particular attorney is based does not maintain group licensing or access to a software platform or application reasonably necessary for the efficient performance of the duties of the office, that

attorney shall be eligible to access such software or application through the licensing or systems of another participating County if such licensing or access is available. Any such access provided through another County's licensing or systems shall be made available without cost to the County in which the attorney receiving such access is based. The Counties shall cooperate in good faith to facilitate such shared access where technologically feasible.

D. – FUTURE VICTIM-WITNESS COORDINATOR COOPERATION

The Parties acknowledge the importance of victim-witness services within the criminal justice system and the role such services play in supporting victims and witnesses, facilitating communication with prosecutors, ensuring compliance with the rights of crime victims under Iowa law, and assisting with the efficient administration of criminal cases.

The Parties further acknowledge that such positions are commonly funded in whole or in substantial part through victim-services grant programs administered by the Iowa Attorney General's Office and other governmental sources.

Greene County agrees that the Greene County Board of Supervisors shall confer and negotiate in good faith with the County Attorney regarding the potential creation of a part-time Victim-Witness Coordinator ("VWC") position serving Greene County.

The Parties further acknowledge that grant opportunities administered through the Iowa Attorney General's Office or other governmental entities may be available to support such a position. Greene County agrees to work cooperatively with the County Attorney in pursuing such funding opportunities, including the preparation and submission of grant applications anticipated to open May 1, 2026, with applications expected to be due in October 2026.

If grant funding is secured, or if Greene County otherwise determines to fund such a position, Greene County agrees to work in good faith with the County Attorney and the other participating Counties to determine the appropriate terms, duties, compensation, and administrative structure for the position.

The Parties further acknowledge that, if a VWC position is established in Greene County, the Counties may determine that it is appropriate to consolidate victim-witness services across Sac County, Calhoun County, and Greene County through a separate intergovernmental agreement pursuant to Iowa Code chapter 28E, which may replace or amend the existing June 20, 2006 intergovernmental agreement between Sac County and Calhoun County relating to that position.

Nothing in this subsection shall be construed to create an immediate obligation for Greene County to establish or fund a VWC position, but the Parties affirm their commitment to negotiate and pursue such arrangements in good faith consistent with the availability of grant funding, county budgetary considerations, and the operational needs of the multicounty prosecutorial structure established by this Agreement.

ARTICLE 10 – AMENDMENT

This Agreement may be amended only by a writing signed by all Parties and filed with the Iowa Secretary of State as required by Iowa Code § 28E.8.

ARTICLE 11 – TERMINATION, WITHDRAWAL, AND CONTINUATION

The Parties acknowledge that the multicounty prosecutorial structure established by this Agreement depends upon continuity of elected leadership and stable prosecutorial services across the participating Counties. Accordingly, the termination, withdrawal, and continuation provisions of this Article are intended to preserve the integrity of the multicounty elective structure established under Article 5 while permitting orderly withdrawal or structural adjustment when necessary.

A. Voluntary Withdrawal or Termination by a County

Any County may elect to withdraw from or terminate its participation in this Agreement upon one hundred eighty (180) days' written notice to the other Parties.

However, no voluntary withdrawal, termination, non-renewal, or other cessation of participation by fewer than all Parties shall become effective during the active term of a County Attorney elected pursuant to Article 5. Any such notice shall take effect only upon the expiration of the then-current elected term unless all remaining Parties otherwise agree in writing and such action is consistent with Iowa law.

No voluntary withdrawal or termination shall become effective during a calendar year in which the office of County Attorney is scheduled to appear on the ballot in the participating Counties.

The Parties acknowledge that the purpose of this Agreement is to promote stability and continuity in the provision of prosecutorial services while preserving the independent authority of each County to determine whether continued participation remains in its best interests.

B. Automatic Termination Events.

This Agreement shall terminate automatically only upon the occurrence of one of the following events:

- (1) The expiration of the then-current elected term of the County Attorney without the election of a successor under Article 5 to serve the Counties under this Agreement;
- (2) A final judicial determination that the multicounty structure established by this Agreement is unlawful or unenforceable in a manner that cannot be cured by amendment; or
- (3) The written agreement of all Parties to terminate this Agreement.

The resignation, death, removal from office, or other vacancy affecting the individual serving as County Attorney shall constitute a vacancy in the office but shall not terminate or impair the validity of this Agreement. Any vacancy shall be addressed in accordance with applicable provisions of Iowa law, including Iowa Code chapters 69 and 331.

C. Effect of Termination

Upon termination of this Agreement, each County shall remain responsible for its own obligations, liabilities, and appropriations incurred or arising before the effective date of termination.

Each County shall retain any property purchased solely with its own funds. Any property purchased jointly by the Parties shall be divided, transferred, sold, or otherwise disposed of by mutual agreement of the Parties in an equitable manner proportionate to each County's contribution unless otherwise expressly agreed.

Termination of this Agreement shall not affect the validity of actions previously taken under it nor impair the orderly completion, reassignment, or transfer of pending criminal prosecutions, juvenile proceedings, civil enforcement matters, advisory responsibilities, or administrative functions as required by Iowa law.

D. Continuation Notwithstanding Changes in Assistant Personnel

The cessation of employment, resignation, removal, incapacity, or other departure of the Greene County-based ACA, the Calhoun County-based ACA, or any successor ACA serving under this Agreement shall not void, terminate, or otherwise impair the validity or continued operation of this Agreement.

In such an event, the County Attorney shall appoint a replacement ACA or make such interim personnel assignments as may be necessary, subject to any approvals required by Iowa law and this Agreement.

E. Military Deployment of County Attorney

In the event the County Attorney, who serves as a member of the Iowa Army National Guard or any reserve component of the armed forces, is ordered to active duty or otherwise becomes temporarily unavailable for service by reason of military duty for a period exceeding sixty (60) consecutive days, such absence shall not terminate this Agreement.

Any temporary vacancy or inability to perform the duties of office arising from military service shall be addressed in accordance with applicable provisions of Iowa law, including Iowa Code § 69.20 and related statutes.

During any such period of temporary military absence, the remaining ACAs shall continue to perform their duties under the structure established by this Agreement to the fullest extent permitted by law until the County Attorney returns from military service and is reinstated pursuant to Iowa law.

F. Continuation of Multicounty Structure if a County Does Not Participate or Withdraws

The withdrawal, non-renewal, non-participation, or cessation of participation by any one County shall not terminate or invalidate this Agreement as between the remaining Counties.

For purposes of this subsection, a County shall be deemed to cease participation if it declines to become or remain a party to this Agreement, gives notice of non-renewal, withdraws from this Agreement, or otherwise ceases to be a party for any reason

(1) Continuation Between Sac County and Calhoun County

If Greene County does not participate in or withdraws from this Agreement for any reason, including but not limited to the failure of the individual serving as County Attorney under this Agreement to be elected in Greene County, Sac County and Calhoun County may continue the cooperative multicounty county attorney structure between those two Counties pursuant to Iowa Code chapter 28E and Iowa Code §§ 331.753 and 331.323.

Under such circumstances, the compensation structure shall revert to the arrangement contemplated by Sac County and Calhoun County prior to Greene County's participation in the multicounty structure. For fiscal year 2026–2027, this structure provided that:

Benjamin Smith would receive combined compensation from Sac County and Calhoun County totaling \$228,551.48, and

James Heiliger would receive combined compensation from Sac County and Calhoun County totaling \$142,773.50.

Sac County and Calhoun County shall share responsibility for those compensation obligations equally unless otherwise agreed in writing. Beginning with fiscal year 2027–2028 and continuing each fiscal year thereafter, the compensation amounts referenced above shall be adjusted proportionally in accordance with any percentage increase, salary adjustment, or compensation modification approved by the respective county compensation boards and Boards of Supervisors of Sac County and Calhoun County.

The continuation of the multicounty structure between Sac County and Calhoun County under this subsection shall occur automatically and shall not require additional approval, resolution, or action by either County.

(2) Continuation Between Sac County and Greene County

If Calhoun County ceases to participate in this Agreement for any reason, the Agreement shall continue between Sac County and Greene County to the fullest extent permitted by Iowa Code chapter 28E and Iowa Code § 331.753.

Sac County and Greene County shall confer and negotiate in good faith to establish an appropriate compensation structure, ACA staffing configuration, and operational framework necessary to continue sharing the County Attorney's office between those two Counties.

(3) Interim Continuity of Services

During any period in which the remaining Counties are negotiating adjustments to the structure described above, the County Attorney and any remaining ACAs shall continue to perform the

statutory duties of the office in the participating Counties in accordance with Iowa law and the general structure contemplated by this Agreement.

(4) Preservation of County Autonomy

Nothing in this subsection shall be construed to discourage or disfavor the continued participation of any County or to impair the independent authority of any County to determine whether continued participation in this Agreement remains in its best interests.

G. Transition Cooperation

In the event of termination, withdrawal, or other structural change affecting the composition of the participating Counties, the Parties shall cooperate fully and in good faith to ensure an orderly transition of pending criminal prosecutions, juvenile matters, civil enforcement actions, advisory functions, administrative responsibilities, files, records, and other official matters.

Such cooperation shall be undertaken to maintain continuity of representation, preserve institutional knowledge, minimize disruption to law enforcement agencies and the courts, and protect public safety.

Each County shall, to the extent permitted by law, provide reasonable access to files, records, and information necessary to accomplish an orderly transition of services and responsibilities under this Agreement.

ARTICLE 12 – NOTICE

All notices shall be sent by certified mail, return receipt requested, to the respective County Auditors and the County Attorney.

ARTICLE 13 – ENTIRE AGREEMENT, GOVERNING LAW, AND SEVERABILITY

This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements. The laws of the State of Iowa shall govern it. If any provision is held invalid, the remainder shall continue in full force and effect and shall be construed to effectuate its purposes.

ARTICLE 14 – INDEMNIFICATION

Each County shall defend, indemnify, and hold harmless the other Counties, their officers, employees, and agents from any claims, damages, or liabilities arising from its own acts or omissions in the performance of this Agreement, except to the extent caused by the sole negligence of another Party.

ARTICLE 15 – RECORDATION AND FILING

This Agreement shall be filed electronically with the Iowa Secretary of State in accordance with Iowa Code § 28E.8. Copies of the fully executed Agreement shall also be maintained by the County Auditor of each of the Counties and made available for public inspection as required by Iowa law.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below their signatures.

Scott Jacobs, Chair
Calhoun County Board of Supervisors
Date: _____

Attest: _____
Jena Patzner
Calhoun County Auditor

Dawn Rudolph, Chair
Greene County Board of Supervisors
Date: _____

Attest: _____
Billie Jo Hoskins
Greene County Auditor

Jim Wissler, Chair
Sac County Board of Supervisors
Date: _____

Attest: _____
James Dowling,
Sac County Auditor

Benjamin Smith
Sac County Attorney
Date: _____

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below their signatures.

Scott Jacobs, Chair
Calhoun County Board of Supervisors

Date: _____



Dawn Rudolph, Chair *Pete Barduk, Vice-Chair*
Greene County Board of Supervisors

Date: _____


Jim Wissler, Chair
Sac County Board of Supervisors

Date: _____

Benjamin Smith
Sac County Attorney

Date: _____

Attest: _____
Jena Patzner
Calhoun County Auditor

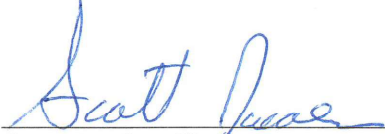
Attest: 

Billie Jo Hoskins
Greene County Auditor


Attest: _____
James Dowling,
Sac County Auditor

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below their signatures.



Scott Jacobs, Chair
Calhoun County Board of Supervisors
Date: 3-16-2026

Attest: 

Jena Patzner
Calhoun County Auditor

Dawn Rudolph, Chair
Greene County Board of Supervisors
Date: _____

Attest: _____
Billie Jo Hoskins
Greene County Auditor

Jim Wissler, Chair
Sac County Board of Supervisors
Date: _____

Attest: _____
James Dowling,
Sac County Auditor

Benjamin Smith
Sac County Attorney
Date: _____

SIGNATURES


IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below their signatures.

Scott Jacobs, Chair
Calhoun County Board of Supervisors
Date: _____

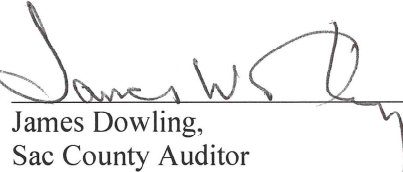
Attest: _____
Jena Patzner
Calhoun County Auditor

Dawn Rudolph, Chair
Greene County Board of Supervisors
Date: _____


Attest: _____
Billie Jo Hoskins
Greene County Auditor



Jim Wissler, Chair
Sac County Board of Supervisors
Date: 3-17-26

Attest: 

James Dowling,
Sac County Auditor



Benjamin Smith
Sac County Attorney
Date: 3-17-26