Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2020 and shall continue for one (1) year ending on June 30, 2021. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.

2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of $6.11 per capita based on the 2010 census figure of 6,798; the annual fee is $41,535.78. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.

3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

   The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

   The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.

5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.

6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.

7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.

8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.

9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.

10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.

11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)

12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.

15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.

16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.

17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.

19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa

_____
Story County Board of Supervisors

ATTEST:_____
Story County Auditor

CITY OF NEVADA, IOWA
a municipal corporation

_____
Brett Barker
Mayor, City of Nevada

_____
~~Matthew Mardesen~~ Ricardo Martinez II
Nevada City Administrator (Interim)

APPROVED:

_____
Paul H. Fitzgerald
Story County Sheriff

RESOLUTION NO. 037 (2019/2020)

A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY FOR THE PROVISION OF DISPATCH AND JAIL SERVICES FOR FISCAL YEAR 2020/2021

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2020 and continuing through June 30, 2021 for the annual fee of $41,535.78. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Barb Mittman, seconded by Council Member Sandy Ehrig, that Resolution No. 037 (2019/2020) be adopted.

AYES: Mittman, Ehrig, Hanson, Nealson, Spence, Sampson
NAYS: None
ABSENT: None

The Mayor declared Resolution No. 037 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 037 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of March, 2020.

Kerin Wright, City Clerk