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CITY ADMINISTRATOR'S OFFICE MEMO

cityadmin@hiawatha-iowa.com

319-393-1515 ext.523

To: Mayor and City Council

From: City Administrator, Kim Downs

Date: May 9, 2018

RE: Linn County Dispatch Service 28E Agreement

Early in 2015 the City received a letter from the Linn County Supervisors stating they determined that four additional dispatchers we needed to increase their service levels from two to three dispatchers per shift. Additional dispatchers were necessary in order to accommodate the increased call volume, an increased number of officers and the increasing complexity of emergency dispatching.

On July 1, 2015, two of the four dispatch positions were added to the Sherriff's Office. In FY-17 the third dispatcher was hired and the fourth in FY-18. In order to pay for the additional dispatchers, the Board of Supervisors determined the communities that elected to utilize Linn County dispatch services and employed their own police departments were going to be charged. The charges would be based on an average number of calls for service from each community for a period of three years. Linn County stated, "For the last 40-years, Linn County has shouldered the full cost of providing dispatch services for Hiawatha. We believe the time has come with the advancements in dispatch to move to cost-sharing of this service". Their original request for Hiawatha totaled $134,310.

To make a long story short each of the communities who received the letter agreed there was a need for additional dispatchers and disagreed with the way County came up with their numbers. The communities then formed a small committee consisting of one elected or appointed official from each city and a County Supervisor. Through months of discussions the committee agreed upon entering into a 28E Agreement setting a fee that when divided up paid for one new dispatcher. Hiawatha's annual fee would be $32,898.03. This will be our annual fee for fiscal years 18 and 19. We did anticipate these fees in our budget for both fiscal years.

This was not a small task and am pleased to be able to present this agreement for council approval.

I believe it is only fair to say that I believe Linn County will want to renegotiate these fees for services for FY-20 and thereafter. In addition, these conversations led to the City of Marion engaging in a PSAP consolidated consulting service firm for the cities of Marion, Cedar Rapids and Linn County. The study is currently seeking out the information necessary to determine if a shared services model would best serve the communities and response agencies. The study examines current conditions, service levels, operational methodology, technology, workload and staffing needs, governance, costs and future funding. Phase II of this study begins on Monday.

I am available for any questions you may have regarding this request.

Kim

Exhibit A

COMMUNICATIONS SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between LINN COUNTY, IOWA, hereinafter referred to as "County" and THE CITY OF HIAWATHA, IOWA, hereinafter referred to as "City".

RECITALS:

WHEREAS, Iowa Code Chapter 28E authorizes local governments in Iowa to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage; and,

WHEREAS, the City has requested that the County provide Communications Services to the City as referenced and agreed to in this Agreement; and,

WHEREAS, the Linn County Board of Supervisors, in the interest of the health, safety and welfare of the residents of the City and County, deems it advisable to enter into this Communications Services Agreement.

NOW THEREFORE in consideration of the mutual promises, acknowledgments, representations and agreements set forth in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the County and City hereby agree as follows:

1. LEGAL AUTHORITY. This Agreement is entered into pursuant to Iowa Code Chapter 28E.

2. NO ENTITY CREATED. This Agreement does not, and is not intended to, create a separate legal or administrative entity.

3. STATEMENT OF AGREEMENT.

- **A.** The County, through its Sheriff, agrees to provide Communications Services to the City and the City agrees to engage the County to provide such services in accordance with and subject to the terms of this Agreement.
- **B.** Except as expressly provided for in this Agreement, the Parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either Party under existing law or regulations.

4. DEFINITIONS. For the purposes of this Agreement, and as used throughout this Agreement, the words and expressions listed below, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive shall be defined, read, and interpreted as follows:

- **A.** "AGENT" means any and all County and/or Sheriff's elected officials, appointed officials, directors, board members, commission members, boards, committees, commissions, employees, managers, departments, divisions, representatives, and/or any such persons' or bodies' predecessors, successors, or assigns.

B. "COMMUNICATIONS SERVICES" means the receipt of calls for service and the disposition of calls for service by dispatching such calls to the appropriate City, law enforcement, fire department, ambulance, and/or other public safety personnel

5. NATURE OF SERVICES.

A. The Sheriff will provide 24-hour per day, 365 days per year Communications Services to the City.

B. The Sheriff will manage and maintain all aspects of the City's access and use of the Iowa On-line Warrants and Articles (IOWA) Criminal Justice Information Network and the National Crime Information Center (NCIC) system including, but not limited to, system use, system discipline, user accounts, validations and audits.

C. The Sheriff will not be required to assume any other communications services inconsistent with those customarily performed by the Sheriff.

D. The Sheriff will manage the planning, organization, scheduling, standards of performance, direction, and supervision of the Sheriff's employees and all other matters incident to the delivery of Communications Services to the City. The Sheriff will retain exclusive authority over the Sheriff's employees.

E. This Agreement does not, and is not intended to obligate or require the County or Sheriff to change, alter, modify, or develop any different Communications Services related policies, procedures, and/or standards, or to purchase or use any special or additional equipment.

6. RESOURCES.

A. Unless specified in another section of this Agreement, the County and/or Sheriff will furnish all labor and supplies, and will own the facilities and equipment required to provide the Communications Services to the City that are the subject of this Agreement.

B. The County and/or Sheriff will retain ownership of the aforementioned facilities and equipment and will be fully responsible for the maintenance of such facilities and equipment.

7 .FINANCIAL OBLIGATIONS.

A. In consideration of the provisions set forth herein, the City will pay the County the total sum of $32,898.03 per year for Communications Services delivered from July 1, 2017 to June 30, 2018, and from July 1, 2018 to June 30, 2019.

B. Payment will be made by the City to the County upon execution of this Agreement without any further notice or demand from the County or Sheriff.

C. Payment will be made payable to the Linn County Treasurer by electronic funds transfer or by a check drawn on a city account.

D. The payment will clearly identify that it is a payment being made pursuant to this Agreement.

8. TERM AND RENEWAL. This Agreement will commence retroactively to July 1, 2017 and will terminate June 30, 2019. The County and the City may renew this Agreement for an unlimited number of successive one-year terms thereafter, subject to provisions mutually agreeable to the County and City.

9. TERMINATION Any of the parties may terminate this Agreement by providing written notice of termination to all other parties at least 180 days prior to the termination of the Agreement. In the event of termination of this Agreement, the City shall hold the County, its' agents and the Sheriff and its' agents harmless for provision of communication services previously provided pursuant to this Agreement.

10. EMPLOYMENT STATUS.

- **A.** For the purposes of this Agreement, the County and/or Sheriff's legal status and relationship to the City will be that of an independent contractor.
- **B.** Nothing in this Agreement will be construed as creating the relationship of employer or employee between the City and the County or any of the County's agents or between the City and the Sheriff or any of the Sheriff's agents.
- **C.** Nothing in this Agreement will make any employee of the County or Sheriff a City employee, or any employee of the City a County or Sheriff employee for any purpose, including but not limited to, wages, compensation, overtime wages, expenses, fringe benefits, retirement benefits, training expenses, withholding of taxes, worker's compensation, unemployment compensation, or any other statutory or contractual right or privilege accorded County, Sheriff or City employees based, in any way, upon employment.
- **D.** This Agreement does not, and is not intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term or condition of employment of any County agent or Sheriff's agent, or any applicable employment and/or collective bargaining contract.

11. WARRANTY AND INDEMINFICATION.

- **A.** The County and Sheriff represent and warranty that the Sheriff is competent to perform the services specified in this Agreement.
- **B.** The County will assume liability for, defend against, indemnify and hold harmless the City from all costs or damages for injury to persons or property, including death, caused by the County in providing or failing to provide Communication Services to the City, including attorney fees for defense against such claims.
- **C.** The City will assume liability for, defend against, indemnify and hold harmless the County, the Sheriff, and the County and Sheriff's agents from all costs or damages for injury to persons or property, including death, caused by the City, including attorney fees for defense against such claims.

12. INSURANCE.

- **A.** The City is not responsible for Worker's Compensation claims of County employees or Sheriff's employees working under this Agreement.
- **B.** The County will be responsible for the cost of insurance on equipment used by Sheriff's employees to provide communications services.

13. GOVERNING LAW. This Agreement is made and entered into in the State of Iowa and will in all respects be interpreted, enforced and governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

14. AMENDMENTS. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire contract and understanding between the County, Sheriff and City and fully supersedes any and all prior contracts, agreements or understandings between such Parties in any way related to the subject matter of this Agreement.

16. CONTACTS. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, and sent to the following persons designated by the respective Parties as its representative for the purposes of administering this Agreement:

County:	City:
Board of Supervisors	City Administrator
Linn County, Iowa	City of Hiawatha
935 Second Street SW	101 Emmons Street
Cedar Rapids, IA 52404	Hiawatha, IA 52233

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LINN COUNTY

By: John W Harris Date: 5/7/18
John Harris - Chair, Board of Supervisors

CITY OF HIAWATHA

By: _____ Date: _____

DRAFT

Prepared by and return to: City of Hiawatha, Kelly Kornegor, City Clerk 101 Emmons St. Hiawatha, Iowa 52233 (319) 393-1515

RESOLUTION NO. 18-
City Council

RESOLUTION APPROVING A TWO (2) YEAR 28E AGREEMENT BETWEEN THE CITY OF HIAWATHA AND LINN COUNTY FOR COMMUNICATION SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor is hereby authorized to sign a two (2) year 28E Agreement between the City of Hiawatha and Linn County for Communication Services and file said 28E Agreement with the Secretary of State for the following purpose and under the following terms:

Communication Services with terms as outlined in the attached Exhibit 'A,' and a total annual service fee of $32,898.03 per fiscal year 2018 and fiscal year 2019.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 16th day of May, 2018.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk

DRAFT

I, Kelly Kornegor, City Clerk of the City of Hiawatha, Iowa do hereby certify that the above and foregoing Resolution is a true and the correct copy of the Resolution as passed by the City Council of the City of Hiawatha, Iowa on the 16th day of May, 2018.

_____

Kelly Kornegor, City Clerk