

## Oelwein and Fayette County Dispatch Agreement

This Agreement is entered into this XX day of XXXXX, 2021, by and between Fayette County, Iowa and the City of Oelwein, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The Fayette County Sheriff's Office has a fully operational dispatch center wherein they can receive and dispatch telephone and radio messages on a 24 hour per day basis. Technological advancements have made it more feasible to consolidate first responder dispatch centers.

The City of Oelwein and the Fayette County Sheriff's Office, Fayette County, Iowa agree to utilize the Fayette County Sheriff's Office as the primary first responder dispatch center.

This Dispatching Services Contract is for dispatch services to the City of Oelwein for the residents of the community of Oelwein, Iowa, only.

The City of Oelwein agrees to the following terms with the Fayette County Sheriff's Office:

1. This contractual agreement shall commence on the 1<sup>st</sup> day of July 2021 and will renew annually under the terms outlined below.
2. Fayette County shall be paid by the City of Oelwein for its dispatch services for fiscal year 2021-2022 in the amount of \$22,000.00.
3. The City of Oelwein will submit payment to the Fayette County Sheriff's Office in two equal installments.
  - Installment one – due no later than July 10<sup>th</sup> of each year.
  - Installment two – due no later than January 10<sup>th</sup> of each year.
4. The Sheriff of Fayette County and his deputies or duly designated representatives agree to receive in the Sheriff's Office such telephone calls, teletype messages and radio messages as are directed to, or from the Oelwein Police Department and/or the Oelwein Fire Department, and transmit the same to the Departments of the Oelwein Police Department and the Oelwein Fire Department.
5. The Sheriff of Fayette County agrees to discuss contractual dispatching of the Mercy One – Oelwein Ambulance Service directly with Mercy One.
6. The Sheriff or Sheriff's Designee will provide the Oelwein Police Department upon request, copies of teletype messages of general and specific interest to all law enforcement Departments and agencies in Fayette County.
7. The Sheriff or Sheriff's Designee will provide, upon request, a report to the Oelwein 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 Sheriff's Dispatch computer system for the Oelwein Police Department.
8. The Sheriff agrees to provide and allow the Oelwein Police Chief or Chief's designee computer terminal access to the records contained in the Sheriff's Dispatch computer system that pertain to the activities of the Oelwein Police through Fayette County Dispatchers or Deputies.

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9. The Fayette County Sheriff agrees to provide criminal history records to the Oelwein Police Department upon request by the Oelwein Police Department in accordance with their investigative duties and employment hiring process as authorized by law.
10. The Fayette County Sheriff Dispatch Center will transmit calls for service, requests for law enforcement, messages, and other customary dispatch services via radio communications to the officers of the Oelwein Police Department. Primary and alternate radio frequencies to be utilized will be selected by the Oelwein Police Department and licensing for those frequencies will be owned and maintained by the City of Oelwein – Oelwein Police Department.
11. The Fayette County Sheriff’s Office Dispatch Center will assist the Oelwein Police Department officers with customary dispatch services including but not limited to contacting the public reference specific matters, contacting business keyholders, contacting and dispatching a tow service, and other similar duties.
12. The Fayette County Sheriff’s Office Dispatch Center, each day after midnight, will email a daily cad log summary to a preset Oelwein Police email group. The cad log summary will be for the previous calendar day.
13. Fayette County will maintain the necessary radio equipment to transmit to and receive from Oelwein law enforcement personnel, radio communications. The City of Oelwein will provide the necessary radio communications equipment to their law enforcement personnel to communicate with and receive radio communications from the Fayette County Dispatch Center.
14. The City of Oelwein utilizes a bid service for towing services. The Fayette County Sheriff’s Office Dispatch Center will utilize this contract as a towing source for towing requests made by the City of Oelwein and the Oelwein Police Department. This agreement does not bind the Fayette County Sheriff’s Office to utilize the Oelwein towing services contract for calls other than those for Oelwein.
15. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any 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 responsibility.
16. 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.
17. As administrator, the duly elected Sheriff of Fayette County, Iowa 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. These resolutions will include consultation with the Oelwein Police Chief.
18. Fayette County shall file a copy of this agreement with the Secretary of State and the Fayette County Recorder pursuant to the Code of Iowa. The City of Oelwein seal shall be affixed to the contract before returning to the County for filing.
19. This contract may be terminated by either party. Termination is effective at the end of the current billing cycle and must be preceded with a minimum of 120 days written notice to either party. Notice shall be accomplished by certified mail or personal service.
20. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.

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21. Fayette County and the City of Oelwein agree to the formation of a committee to explore future funding options for the Fayette County Sheriff's Dispatch Center. For example, consideration of funding the center through the emergency management levy. The committee will be comprised of, at minimum, a representative of Fayette County and the cities of Oelwein, West Union, and Fayette. This committee, if agreed to by the cities of West Union and Fayette, will be tasked with providing a potential funding recommendation no later than December 1, 2021.

Jeanine Tellin Fayette County Supervisor Chair

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Date: \_\_\_\_\_

Bret Devore Oelwein Mayor

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Date: \_\_\_\_\_