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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**Prepared by and Return to: Carla K. Becker, Delaware Co Auditor, 301 E Main St, Manchester, IA 52057**

# AFFIDAVIT OF RECORDING

To Whom It May Concern:

I, Carla K. Becker, Auditor for the County of Delaware, Iowa, do hereby certify that the attached is a true and exact copy of the 28E Agreement for Victim Witness Coordinator/Sexual Assault Response Team Assistant as approved by the Counties of Benton, Buchanan, Clayton, Delaware and Jones in the State of Iowa.

Dated this 14th day of May, 2021

Carla K. Becker, County Auditor
Delaware County, Iowa

DELAWARE COUNTY IOWA OFFICIAL SEAL

Subscribed and sworn to before me, a Notary Public, in and for the State of Iowa, on this 14th day of May, 2021.

NOTARIAL SEAL IOWA
PEGGY A. HILDEBRAND
Commission Number 707482
My Commission Expires
December 26, 2021

Peggy Hildebrand
Notary Public in and for the State of Iowa

**28E AGREEMENT FOR VICTIM WITNESS COORDINATOR/SEXUAL ASSAULT RESPONSE TEAM ASSISTANT**

This 28E Agreement is made on this 22nd day of March, 2021, by and between Benton County, Iowa, Buchanan County, Iowa, Clayton County, Iowa, Delaware County, Iowa, and Jones County, Iowa (hereinafter the Counties).

**WHEREAS,** all parties to this Agreement are public agencies as defined by Sections 28E.2 of the Code of Iowa; and

**WHEREAS,** Iowa Code Chapter 915 provides for victims' rights in criminal proceedings, including registration and notification; and

**WHEREAS,** the Counties understand the importance of ensuring the presentation of rights and services to crime victims; and

**WHEREAS,** the Counties are committed to improving the services and support available to crime victims and witnesses; and

**WHEREAS,** the Counties recognize the importance of their Sexual Assault Response Teams (SART) in providing a victim-centered response in sexual assault crimes; and

**WHEREAS,** the Counties will cooperate in contracting with a multi-county Victim Witness Coordinator/SART Assistant to meet these needs; and

**WHEREAS,** through the resolutions adopted by the parties hereto, the provisions of this agreement have been approved by the parties.

Therefore, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to allow the parties to share the services of a Victim Witness Coordinator/SART Assistant.

2. **TERM:** This agreement is expected to last from March 1, 2021 through June 30, 2021.

3. **ADMINISTRATOR:** No separate legal or administrative entity shall be established in order to administer this agreement. Clayton County is hereby designated as administrator for the joint or cooperative undertaking as required by Section 28E.6.

4. **FINANCING:** The manner of financing the joint or cooperative undertaking and establishing and maintaining a budget therefore, shall rest with Clayton County, Iowa.

a. Each county will share equally in the cost of the Victim Witness Coordinator/SART Assistant's salary. Under this agreement, each county will be responsible for $4,333.33.

b. Each county shall make payment in full to Clayton County by March 19, 2021.

c. The Counties shall cooperate in applying for and obtaining any federal, state, or other funds to meet the financial obligations under this agreement.

5. **SCOPE OF WORK:** The Victim Witness Coordinator/SART Assistant is an independent contractor. Each county will be responsible for determining the scope of work for the Victim Witness Coordinator/SART Assistant in its county. This work may include, but is not limited to, providing criminal justice services to crime victims and witnesses, and leading and coordinating the activities of a county's SART. Each county will determine if the Victim Witness Coordinator/SART Assistant is required to submit time management sheets.

6. **TERMINATION:**

   a. This agreement may be terminated at any time by a majority vote of the Counties. Any funds paid to the Clayton County Auditor that have not been earned by the Assistant at the time of the termination of this agreement shall be returned to the Counties.

   b. Any county may withdraw from this agreement without cause by serving written notice upon all counties by April 1st. Notice may be sent by regular or by certified mail, return receipt requested. A withdrawing party must fulfill its financial obligations under this agreement through the end of the fiscal year in which notice is provided.

7. **AMENDMENTS:** Any amendments must be in writing and approved by all parties to this agreement.

8. **SEVERABILITY:** If any one or more of the provisions of this agreement are declared unconstitutional or contrary to the law, the validity of the remainder thereof shall not be thereby affected.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement the day and year above written.

**APPROVED BY THE DELAWARE COUNTY BOARD OF SUPERVISORS**

3/22/21

Peter Buschmann, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE CLAYTON COUNTY BOARD OF SUPERVISORS**

_____
Ray Peterson, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE BENTON COUNTY BOARD OF SUPERVISORS**

_____
Tracy Seeman, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE DELAWARE COUNTY BOARD OF SUPERVISORS**

_____
Peter Buschmann, Chairperson

ATTEST:_____
Auditor

**APPROVED BY THE CLAYTON COUNTY BOARD OF SUPERVISORS**

_____ 3/23/21
Ray Peterson, Chairperson

ATTEST:_____
Auditor

**APPROVED BY THE BENTON COUNTY BOARD OF SUPERVISORS**

_____
Tracy Seeman, Chairperson

ATTEST:_____
Auditor

**APPROVED BY THE DELAWARE COUNTY BOARD OF SUPERVISORS**

_____
Peter Buschmann, Chairperson

ATTEST:_____
Auditor

**APPROVED BY THE CLAYTON COUNTY BOARD OF SUPERVISORS**

_____
Ray Peterson, Chairperson

ATTEST:_____
Auditor

**APPROVED BY THE BENTON COUNTY BOARD OF SUPERVISORS**

Tracy Seeman 5/11/21
Tracy Seeman, Chairperson

ATTEST: Hayley Rippel
Auditor

**APPROVED BY THE JONES COUNTY BOARD OF SUPERVISORS**

Joe Oswald 3/16/21
Joe Oswald, Chairperson

ATTEST: _____
Auditor

**APPROVED BY BUCHANAN COUNTY**

_____
Shawn Harden
Buchanan County Attorney

ATTEST: _____
Auditor

Shawn M. Harden, County Attorney
Buchanan County, Iowa

Subscribed and sworn to before me by Shawn M. Harden on this 11th day of March, 2021.

NOTARY PUBLIC, State of Iowa

KELLY ROSEBERRY
Commission Number 803597
My Commission Expires 03/30/2023