**Appendix E**

**Example of Unified Law Enforcement District Agreement**

**CASS COUNTY AND THE**

**CITIES OF CUMBERLAND, LEWIS, MASSENA AND WIOTA**

**28E LAW ENFORCEMENT AGREEMENT CREATING A UNIFIED LAW**

**ENFORCEMENT DISTRICT AND PUBLIC SERVICE COMMISSION AND**

**CONTRACT FOR LAW ENFORCEMENT SERVICES**

**(AMENDED MARCH, 2010)**

THIS 28E AGREEMENT is made pursuant to Chapter 28E of the Iowa Code. It shall be known as the "Cass County and the Cities of Cumberland, Lewis, Massena and Wiota

28E Law Enforcement Agreement" for the purposes of creating a Unified Law Enforcement District and Public Safety Commission and Contract for Law Enforcement Services shall be adopted by Cass County and the Cities of Cumberland, Lewis, Massena and Wiota by approval of this Agreement.

**Recitals**

WHEREAS the following law enforcement agencies wish to enter into a cooperative law enforcement agreement: Cass County Sheriff's Office and Cities of Cumberland, Lewis, Massena and Wiota (hereinafter referred to as "Agency" or "Agencies ").

WHEREAS the Cities wish to enter into this Agreement for the purpose of creating a Unified Law Enforcement District and Public Safety Commission and contracting for law enforcement services on a perpetual basis.

WHEREAS the Cities wish to perform whatever law enforcement services are necessary as part of this 28E Law Enforcement Agreement to enforce the laws of the State of Iowa.

WHEREAS a new and separate entity is created by the Agreement, to-wit: the Cass County Public Safety Commission who shall be responsible for administering the Unified Law Enforcement District and this terms and conditions of this agreement.

WHEREAS this is a contract for law enforcement services between the five Cities and the Cass County Sheriff and creates a Unified Law Enforcement District as provided in Iowa Code Sections 28E.21 through 28E.30.

THEREFORE BE IT RESOLVED that the Agencies mutually agree as follows:

1. **DURATION.** Pursuant to Iowa Code Section 2SE.27, any agreement for unified law enforcement purposes shall not be executed for less than a five-year period. The duration of this Agreement shall be for a period of ten years from the start date of July 1, 2008 and end date of June 30, 2018.
2. **PURPOSE.** The purpose of said Agreement is to create a Unified Law Enforcement District and Public Safety Commission composed of the Cities of Cumberland, Lewis, Massena and Wiota; and for the Unified Law Enforcement District to contract with Cass County and the Cass County Sheriff's Office for the provision of law enforcement services to the Unified Law Enforcement District composed of the Cities of Cumberland, Lewis, Massena and Wiota.
3. **AUTHORIZATION.** The Cass County Sheriff’s Office shall be authorized to provide full law enforcement aid and services to the Cities of Cumberland, Lewis, Massena and Wiota for purposes of effectuating this Agreement. This shall mean the enforcement of any State of Iowa code violations including investigation, charging, all necessary paperwork and related duties to law enforcement and City of Cumberland, Lewis, Massena and Wiota code violations, both criminal and municipal.

However, the Cities of Cumberland, Lewis, Massena and Wiota shall be responsible for the preparation of any City code violations and municipal infractions to include serving such notices in the manner included in the Cities' Code of Ordinances. The Cass County Sheriff's Office will file any charges arising from such notices. The Cass County Sheriff's Office shall be responsible for serving any City Code of Ordinance violations to any citizen(s) in the Cities of Cumberland, Lewis, Massena and Wiota.

The Cass County Sheriff’s Office shall be responsible for any in-court witness appearances, depositions and testimony for the officer's only for any State of Iowa code violations.

The compensation in paragraph nine (9) of this Agreement shall cover any such duties. The Cities of Cumberland, Lewis, Massena and Wiota shall be financially responsible for securing and obtaining the presence of any other witnesses for any of their city code violations.

1. **ORGANIZATION.** A separate legal or administrative entity is created by this agreement to wit: The Cass County Public Safety Commission. The Commission shall consist of the Mayors of the Cities of Cumberland, Lewis, Massena and Wiota. The Commissioners shall represent each city respectively and only so long as they hold their elected office.

Pursuant to Iowa Code Section 28E.28, the Public Safety Commission shall be responsible for administering this unified law enforcement agreement and for all other requirements as set forth in Iowa Code Chapter 28E.

The Commissioners shall serve in accordance with the terms of election. If any Commissioner no longer holds office as Mayor for his or her city, his or her appointed or elected successor shall automatically become the Commissioner for his or her city.

1. **BUDGET.** The Commission shall, in conjunction with the Cass County Sheriff be responsible for ensuring that each city has made an estimate of costs of the total revenue deemed necessary for operation of the district.

Pursuant to Iowa Code Section 28E.24, taxes collected pursuant to the tax levies and other moneys received from the county and cities in the district shall be placed in the public safety fund established by the Public Safety Commission.

The fund shall separate the monies collected by each city respectively. Any property tax levy shall be collected twice annually from the Cass County Treasurer and deposited by each respective city's budget.

Any unencumbered funds remaining in the fund at the end of each fiscal year shall carry over to the next fiscal year and may be used by each respective city for the operation of the district and payment of the contract to the Cass County Sheriff’s Office for law enforcement services.

The City Council of each respective city shall certify to the Public Safety Commission the amounts of revenue collected from each city's property tax levy.

The Clerk of the Public Safety Commission fund shall be the Lewis City Clerk who shall be responsible for the operation and monitoring of the Public Safety Commission budget.

The Clerk shall be responsible for ensuring that the annual contract amount each city is required to pay is paid into the Public Safety Commission's fund on a biennial basis following collection of each city's tax levy from the Cass County Treasurer's Office on or before October 15th of each year and the following April 15th following the first half and second half of property tax collection.

For purposes of this agreement, the Commission shall make two annual installment payments to the Cass County Sheriff’s Office for law enforcement services.

The first installment is due and payable on or before October 30th of each year. The second installment is due and payable on or before April 30th of each year.

Pursuant to Iowa Code Section 28E.23, all parties agree that the method to be used by the Public Safety Commission for computing the amount of revenue deemed necessary for the operation of the district shall be the per capita cost computed by dividing the amount of revenue deemed necessary for the operation of the Unified Law Enforcement District by the total population of the Cities of Cumberland, Lewis, Massena and Wiota. In addition, the funds to be contributed by the cities shall be computed by multiplying the per capita cost by the population residing in each city.

1. **EXPANSION OF DISTRICT.** Pursuant to Iowa Code Section 28E.25, any other city or unincorporated area in Cass County may join the Cass County Unified Law Enforcement District upon the affirmative vote of the city council. All parties agree that by signing this agreement the members of the Cass County Unified Law Enforcement District shall now be the Cities of Cumberland, Lewis, Massena and Wiota and do hereby approve same by the passage and signing of this agreement.
2. **MODIFICATION.** The Cass County Sheriff and the Public Safety Commission shall work to carry out all terms and conditions of this agreement. All personal property shall be paid for as delineated in this agreement. No real property shall be acquired, held or disposed of by the Agencies.

The Cass County Sheriff and the Public Safety Commission agree that any property, vehicles or equipment purchased by the Cass County Sheriff s Office acquired or held during this Agreement shall be the property of the Cass County Sheriff s Office and shall remain the property of said Agency following the termination of this Agreement.

Further, it shall be the responsibility of the Cass County Sheriff’s Office for the maintenance and upkeep of any property, vehicles or equipment purchased by the Cass County Sheriff s Office as a result of this Agreement. All parties agree that no city has any law enforcement equipment at this time.

The terms and conditions of this agreement may be modified for good cause and upon the agreement and approval of the Cass County Sheriff and the Public Safety Commission.

1. **MEETINGS.** No regular scheduled meetings are anticipated as a result of this Agreement between the Agencies. However, should any meetings occur for the purpose of discussing any administration of this Agreement, said meetings shall be held pursuant to chapter 21 of the Iowa Code and held as part of the regularly scheduled monthly city council meetings in the Cities of Cumberland, Lewis, Massena and Wiota in accordance with all publication requirements of chapter 21.
2. **COMPENSATION.** For purposes of this agreement, all parties agree that the amount the Unified Law Enforcement District shall be required to pay the Cass County Sheriff each fiscal year for law enforcement services shall be as follows:

Year 1 Fiscal year 2008-2009 $0.00

Year 2 Fiscal year 2009-2010 $10.00 per capita

Year 3 Fiscal year 2010-2011 $10.00 per capita

Year 4 Fiscal year 2011-2012 $10.00 per capita

Year 5 Fiscal year 2012-2013 $10.00 per capita

Year 6 Fiscal year 2013-2014 $15.00 per capita

Year 7 Fiscal year 2014-2015 $15.00 per capita

Year 8 Fiscal year 2015-2016 $15.00 per capita

Year 9 Fiscal year 2016-2017 $15.00 per capita

Year 10 Fiscal year 2017-2018 $15.00 per capita

All parties agree that each city in the Unified Law Enforcement District shall be required to pay said amounts above to the Commission for payment to the Cass County Sheriff’s Office. Further, any amounts are based upon the 2000 U.S. Census and said amounts may need to be adjusted following the U.S. Census in 2010. All parties agree that this agreement does not provide for any administrative services by the Cass County Sheriff’s Office.

1. **LIABILITY.** Pursuant to Iowa Code Section 28E. 7, nothing in this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law except as provided in this Agreement.
2. **MODIFICATION, RENEWAL & TERMINATION.** This Agreement shall terminate automatically on June 30, 2018 unless all parties mutually agree to renew said agreement.

The terms and conditions of this agreement may be modified for good cause and upon the agreement and approval of Cass County and the Cities of Cumberland, Lewis, Massena and Wiota.

Termination may occur prior to June 30, 2018 with six months prior written notice by the party requesting termination of said agreement.

This contract shall be null and void if any party willfully breaches the terms and conditions of this agreement. Breach may occur by Cass County not providing law enforcement services as agreed upon herein. Breach may also occur by the Cities of Cumberland, Lewis, Massena and Wiota not rendering timely payment for services rendered.

Before a termination for breach of contract may occur, the party requesting termination must give written notice to the breaching party and allow a reasonable time to cure said breach. Any other remaining non-breaching parties shall have the opportunity to remain in this agreement.

Should changes in state law eliminate the need for communities to enter into a 28E agreement for law enforcement coverage, this agreement shall terminate unless all parties agree to continue it.

1. **DISSOLUTION.** Dissolution of the Unified Law Enforcement District may occur only in accordance with Iowa Code Section 28E.28A.
2. **EFFECTIVE DATE, FILING AND RECORDING.** This Agreement shall become effective between the governmental agencies stated herein upon the passage and execution of each governmental agency which is a party to this Agreement and shall supersede any prior 28E Agreements. Pursuant to Iowa Code Section 28E.8, before entry into force, this Agreement made pursuant to Chapter 28E shall be filed with the Secretary of State.
3. **ASSIGNMENT.** Neither Cass County nor the Commission may assign any of their obligations or duties under this agreement.
4. **OBLIGATIONS NOT EXCUSED.** Pursuant to Iowa Code Section 28E.7, nothing in this Agreement made pursuant to Chapter 28E shall relieve any public agency of any obligation or responsibility imposed upon it by law except as provided in this Agreement.
5. **CONSTRUCTION**. This agreement includes all of the terms, conditions and full intentions contemplated by all parties whose names are affixed herein.