

Iowa Secretary of State  
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Des Moines, IA 50319  
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## 28E Agreement

### Participants

	Full Legal Name	Organization Type	County
Party 1	County of Johnson	County	Johnson
Party 2	City of Tiffin	City	Johnson

### Participants

100 - LAW ENFORCEMENT

Service Type

Purpose of Agreement is to establish the terms and conditions for the Johnson County Sheriff to provide law enforcement services to the City of Tiffin

Purpose

06/30/2029

Duration

### Contact Person: (Optional)

Brad

Contact First Name

Kunkel

Contact Last Name

Sheriff

Job Title

Johnson County Sheriff's Office

Department

319-356-6020

Phone Number

## COUNTY-CITY LAW ENFORCEMENT SERVICES AGREEMENT

### PARTIES

This Agreement is made and entered into by and between the County of Johnson, Iowa (County) and the City of Tiffin, Iowa (City), in accordance with Iowa Code Chapter 28E (2023).

### PURPOSE

It is the purpose of this Agreement to establish the terms and conditions for the Johnson County Sheriff to provide law enforcement services to the City.

### TERMS AND CONDITIONS

Pursuant to the provisions in Iowa Code Chapter 28E, it is hereby agreed by the parties as follows:

1. The parties agree that the Johnson County Sheriff shall provide the following services within the corporate limits of the City:
  - a. Routine patrol, including door checks of commercial establishments;
  - b. Respond to non-emergency calls for service and 9-1-1 calls made to the Joint Emergency Communications Center;
  - c. Enforcement of criminal-related State laws and Local ordinances;
  - d. Investigation and follow up of crimes warranting additional investigation in the opinion of the Sheriff's Office;
  - e. Animal Control services as described below:
    - The City of Tiffin will provide or make arrangements to provide space for temporary custody of cats and dogs within the city limits. A deputy may transport an animal to the designated location within the City. Transportation of animals to a location outside of the City will be handled by City staff or through a third party.
  - f. Specialized traffic and vehicle enforcement operations;
  - g. Community policing activities;
  - h. Attendance at all City Council meetings;
  - i. Coordination or referrals to appropriate mental health and/or crisis related services; and
  - j. Other general law enforcement duties as required.
2. The parties agree that the Johnson County Sheriff may provide the services identified in Section 1 through any of the following means, including but not limited to:
  - a. Patrol Division
    - 1) Traffic and accident investigations;
    - 2) Will periodically provide and deploy an unmarked for patrol at the discretion of the Sheriff.
    - 3) Accident reconstruction using specialized training and equipment;

- 4) Sheriff's Office canines with multipurpose training covering search, tracking, and drug recognition.
  - 5) Provide standby for City events, such as Tiffin Rec Fest, upon request of the City and when available.
  - b. Criminal Investigations, which may include:
    - 1) Property and personal crime investigators;
    - 2) Deputies trained to work with sexual assault victims and child protective services.
3. The City shall notify the Sheriff in advance should the City adopt or enact an ordinance, which has the effect of expanding the scope of this Agreement, or obligating the Johnson County Sheriff's Office to engage in any enforcement action beyond its statutory or contractual duties. Any failure of the City to notify the Sheriff shall constitute sufficient grounds to terminate this Agreement, pursuant to the provisions outlined in Section 25, except that the advance written notice required of the County in such event shall be reduced to sixty (60) days.
4. The vehicles purchased pursuant to this agreement will be assigned to City for the life of the vehicle(s). Such vehicles will be clearly marked "Tiffin Patrol."
5. The Johnson County Sheriff's Office shall annually provide the City a list of the Deputies that will be routinely assigned to the contract area. However, to provide adequate coverage during the contract period and to address vacations, sick leave, etc., the Sheriff's Office reserves the right to assign any of the Sheriff's Office Deputies to perform contract services.
6. Deputy sheriffs assigned to the City will be selected pursuant to the collective bargaining agreement within the Johnson County Sheriff's Office. Command staff personnel assigned to the City shall be at the discretion of the Sheriff with the advice and input from the City.
7. Law enforcement services will be provided pursuant to the following schedule as described in detail in Attachment A:
- a. FY 24/25: 84 scheduled hours per week plus 6 hours daily, totaling 126 hours weekly
  - b. FY 25/26: 168 hours weekly
  - c. FY 26/27: 252 hours weekly
  - d. FY 27/28: 252 hours weekly
  - e. FY 28/29: 252 hours weekly
8. Upon the occurrence of an emergency or incident dangerous to the public requiring the Sheriff to withdraw the Patrol person(s) or Patrol vehicle(s) assigned to the City and the contracted services cannot be returned within 1.5 hours, the County agrees to provide services at a later time for the period of time that the services were withdrawn.
9. The Sheriff's Office shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type.

10. The parties agree to comply with the Iowa Open Records Act, Iowa Code Chapter 22. Additionally, Johnson County Sheriff's Office audio/video recordings of incidents within the City may be viewed by the City Attorney, City Administrator, and Mayor in compliance with Iowa Code and Sheriff's policies.

11. The City Attorney shall prosecute all cases filed by the Sheriff's Office that are in violation of a Tiffin City Ordinance.

12. The Sheriff shall make written monthly reports to the City, including a summary of the law enforcement activities occurring within the City and crime statistics. Reports shall be provided through the designated liaisons.

13. The parties mutually agree that their officers, agents, and employees shall cooperate fully with each other in the performance of their duties. The County shall have the duty to provide training to all County employees and volunteers (Reserve Deputies) who provide or deliver services to the City under this contract, including all minimum training required by law and any continuing education or training requirements. The County shall provide supervisors assigned to Tiffin supervision, management, and/or leadership training to carry out their duties and responsibilities. The City shall have no duty to train any County employees and/or volunteers who provide services to the City under this contract. Notwithstanding, the parties may provide or offer joint training or conduct joint exercises or drills from time to time, including training for the Fire Marshal to maintain ILEA certification. By offering training or conducting joint exercises or drills, neither party shall waive any affirmative defenses under the law.

14. Assignment of duties, discipline, and promotion of County employees, and all matters incident to the performance of the duties of County employees, shall remain the sole responsibility of the County and its officers, employees, and commissions (civil service for deputy county sheriffs pursuant to Iowa Code Chapter 341A). The City Administrator may provide information, recommendations, and reports to facilitate the Sheriff's assignment and supervision of personnel.

15. The County shall be responsible for the payment of salary wages and/or any other compensation or benefits to any County employee providing services under this Agreement unless otherwise expressly agreed upon by the parties. Except as otherwise specified in this Agreement, the City shall not be liable for compensation to any County employee for workers' compensation claim for injury or sickness occurring while the employee undertakes duties and fulfillment of this Agreement.

16. The City and Johnson County Sheriff's Office each designate contract administrators. The City designates the City Administrator and the Johnson County Sheriff designates the Commander of the Patrol Division. This relationship will have the following requirements:

- a. Contract administrators shall be available by mobile phone on a 24 hour basis. Each

contract administrator shall have the responsibility of providing the other contract administrator with the name and mobile phone number of a designated back up during times of their unavailability.

- b. The contract administrators shall establish a mutually agreed upon set meeting schedule to review any issues or concerns with the execution of services provided under the contract. Written notifications, requests for service, questions and proposed contract changes by the parties shall be made orally or in writing through and to the contract administrators.
- c. The Johnson County Sheriff's contract administrator will promptly notify the City contract administrator of the existence of any death or major criminal investigation in the City. The contract administrators will agree on the timing and limited scope of these notifications so as not to jeopardize the work of the Sheriff's Office.
- d. The Sheriff's Office shall provide a copy of all press releases relating to law enforcement activities or major incidents in the City to the City contract administrator before releasing them to the public.

17. No real or personal property will be acquired jointly by the parties pursuant to the Agreement.

18. If the City or Sheriff wish to amend, adjust, or modify the annual contract sum or terms of this Agreement, it shall submit the details of the requested amendment, adjustment, or modification to the other in writing. Amendments, adjustments, or modifications must be mutually agreed upon in writing by the parties, and may be due to:

- a. Changes to the scope of services provided, the addition of operations and planning support, and/or changes to the City's public safety needs;
- b. Changes to the amount of hours of service provided;
- c. Salary and benefits adjustments;
- d. Action taken by the United States or State of Iowa, including action which increases the cost of wages, insurance, or other benefits for employees or changes in the City's finances or needs for services.

19. Each party shall allow access to all records, documents, and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents, and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.

20. The County agrees to be responsible for any and all claims, liabilities, demands, loss, cost and expense related to injury to persons or property arising out of or caused by the negligence of the County, its employees or agents in the performance of its duties and obligations under this Agreement, to the extent permitted by Chapter 670 of the Code of Iowa. The City agrees to be responsible for any and all claims, liabilities, demands, loss, cost and expense related to injury to persons or property arising out of or caused by the negligence of the City, its employees or agents in the performance of its duties and obligations under this Agreement, to

the extent permitted by Chapter 670 of the Code of Iowa. Both parties shall maintain defenses available pursuant to Iowa Code Chapter 670, other statute, and/or common law. Nothing in this agreement shall be construed to waive any such defense or immunity.

21. Neither party may assign any of its rights or responsibilities hereunder without the written consent of the other party.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### **PAYMENT**

23. The City agrees to pay the County the following amounts over the term of this Agreement for the services agreed upon above. A monthly invoice will be submitted for services rendered.

- a. FY 2024/2025 – The total annual contract sum shall not exceed \$429,680.16
- b. FY 2025/2026 – The total annual contract sum shall not exceed \$673,807.68
- c. FY 2026/2027 – The total annual contract sum shall not exceed \$987,866.88
- d. FY 2027/2028 – The total annual contract sum shall not exceed \$1,079,966.16
- e. FY 2028/2029 – The total annual contract sum shall not exceed \$1,177,023.12

### **PERIOD & MODIFICATION OR TERMINATION OF AGREEMENT**

24. This Agreement shall become effective on July 1, 2024, will be reviewed on a yearly basis until its conclusion on June 30, 2029, at 11:59 p.m., unless amended, modified, or terminated as set forth herein, or otherwise becomes invalidated by the operation of state or federal law.


25. The Sheriff or City may terminate this Agreement at any time, with or without cause, by providing written notice to the other party not less than one hundred eighty (180) days prior to the termination date. The effective date of termination will occur one hundred eighty (180) days following written notice or upon another termination date agreed to by the parties in writing.

26. Upon execution of each party to this Agreement, this Agreement shall be electronically filed by the County with the Secretary of State pursuant to Iowa Code § 28E.8.

[Signature Page Follows]

City of Tiffin

Dated November 21, 2023.


By:   
Steve Berner, Mayor

Attest:   
Abigail Hora, City Clerk

Johnson County Board of Supervisors

Dated ~~November~~ <sup>December</sup> 14, 2023.

By:   
Lisa Green-Douglass Chairperson

Attest:   
Travis Weipert, County Auditor

With Sergeant - 5 year car + 6 deputies + new percentage phase in

Estimated Cost - Sergeant \$94.42 Yearly Increase 3.25%  
 Estimated Cost - Deputy \$82.02

**Year 1 (FY25, July 1, 2024) 20%**

Hours Per Week	Rate	Weeks	Annual Rate		
42	\$77.99	52	\$170,330.16	Sergeant	\$ 97.49
42	\$67.75	52	\$147,966.00	Deputy	\$ 84.69
42	\$51.00	52	\$111,384.00	Current Contract	\$ 51.00
126	<i>Total for services Year 1 FY25</i>		<b>\$429,680.16</b>		

**Year 2 (FY26, July 1, 2025) 15%**

Hours Per Week	Rate	Weeks	Annual Rate		
42	\$85.56	52	\$186,863.04	Sergeant	\$ 100.66
42	\$74.32	52	\$162,314.88	Deputy	\$ 87.44
42	\$74.32	52	\$162,314.88	Deputy	
42	\$74.32	52	\$162,314.88	Deputy	
168	<i>Total for services Year 2 FY26</i>		<b>\$673,807.68</b>		

**Year 3 (FY27, July 1, 2026) 15%**

Hours Per Week	Rate	Weeks	Annual Rate		
42	\$88.34	52	\$192,934.56	Sergeant	\$ 103.93
42	\$76.74	52	\$167,600.16	Deputy	\$ 90.28
42	\$76.74	52	\$167,600.16	Deputy	
42	\$76.74	52	\$167,600.16	Deputy	
42	\$66.88	52	\$146,065.92	Deputy	\$ 78.68
42	\$66.88	52	\$146,065.92	Deputy	
252	<i>Total for services Year 3 FY27</i>		<b>\$987,866.88</b>		

**Year 4 (FY28, July 1, 2027) 10%**

Hours Per Week	Rate	Weeks	Annual Rate		
42	\$96.58	52	\$210,930.72	Sergeant	\$ 107.31
42	\$83.89	52	\$183,215.76	Deputy	\$ 93.21
42	\$83.89	52	\$183,215.76	Deputy	
42	\$83.89	52	\$183,215.76	Deputy	
42	\$73.12	52	\$159,694.08	Deputy	\$ 81.24
42	\$73.12	52	\$159,694.08	Deputy	
252	<i>Total for services Year 4 FY28</i>		<b>\$1,079,966.16</b>		

**Year 5 (FY29, July 1, 2028) 5%**

Hours Per Week	Rate	Weeks	Annual Rate		
42	\$105.26	52	\$229,887.84	Sergeant	\$ 110.80
42	\$91.43	52	\$199,683.12	Deputy	\$ 96.24
42	\$91.43	52	\$199,683.12	Deputy	
42	\$91.43	52	\$199,683.12	Deputy	
42	\$79.69	52	\$174,042.96	Deputy	\$ 83.88
42	\$79.69	52	\$174,042.96	Deputy	
252	<i>Total for services Year 5 FY29</i>		<b>\$1,177,023.12</b>		