



**AGENDA**  
**WORK SESSION**  
**OF THE WINDSOR HEIGHTS CITY COUNCIL**  
**Monday, May 4, 2026 - 6:00 PM**  
**WINDSOR HEIGHTS COUNCIL CHAMBERS - 1133 66th ST**  
**ZOOM: <https://us02web.zoom.us/j/7832856334>**  
**Meeting ID: 783 285 6334**

Notice to the Public: The Council may conduct workshop meetings or study sessions on matters which are expected to come before the Council for informal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes. Final action on items is not taken during workshop or study sessions. No formal vote of the Council in favor or against any workshop or study session item may be taken. Workshops and study sessions are not public hearings. The Presiding Officer may determine whether or not to allow public comment during a workshop or study session. No member or the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session.

1. **Call to Order/Roll Call**
2. **Discuss Police Services Supplemental 28E Agreement**
  - A. Discussion Documents
3. **Adjourn**

The agenda was posted on the official bulletin boards, posted to [www.windsorheights.org](http://www.windsorheights.org), and city social media platforms in compliance with the requirements of city ordinances and the open meetings law.

# Windsor Heights

## Supplemental 28E Police Services Proposal

- Staff leadership recommends pursuing a one-year pilot program with an external Law Enforcement Agency and operating with 12 sworn officers with reduced overtime.
- Improves backup coverage and response continuity
- Maintains WHPD handling of 80–90% of outside calls for service



# Current WHPD Staffing & Challenges

- 13 sworn officers authorized; 1 current vacancy
- Frequent staffing gaps due to leave, training, court, etc.
- Single-officer coverage periods of up to 12 hours
- Significant overtime utilization to minimize single coverage periods



# Overview of Proposed Supplemental 28E Agreement

- Adds structured, consistent assistance from an external partner agency
- Used when WHPD is unavailable, on other calls or only one officer on duty
- Preferred secondary unit for priority or timely response calls
- Pilot program would be evaluated for effectiveness and cost
- Current patrol staffing model, when fully staffed, would continue under 28E

# Estimated Cost & Overtime Offset

- Annual cost: \$43,000–\$65,000 fixed fee
- Expected to be offset by reduced overtime expenditures
  - Historical OT: FY23 \$124k, FY24 \$149k, FY25 \$60k
- Flat fee 28E structure simplifies billing vs. per-call cost model



# Expected Benefits

Improved officer safety through consistent backup

Reduced mandatory overtime and fatigue

Better scheduling flexibility and leave usage

Enhanced response efficiency and interagency familiarity

Potential long-term staffing adjustment savings (\$130k+)



# 28E: Council Direction

- A. *Pursue the pilot 28E and closely track call overlap, saturation, and supplemental aid to evaluate pilot program effectiveness*
- B. Track and unpack call overlap, saturation, and mutual aid use under a 12-officer & limited OT model while pausing pursuit of the 28E
- C. Do not further pursue the 28E proposal



# Staffing: Council Direction

- A. *Operate with 12 sworn officers, saving an estimated \$130,000+*
  
- B. Fill the vacant 13<sup>th</sup> position and operate with 13 sworn officers as currently budgeted.
  - 1. *Reduce OT utilization*
  
  - 2. Maintain OT utilization to limit single officer coverage periods



## **Police Services 28E**

### **Summary**

The Windsor Heights Police Department (WHPD) faces periodic staffing gaps or mandated overtime due to vacancies, leave, training, court, and military commitments. Staff is proposing a one-year pilot of a Supplemental Police Services 28E Agreement with the Clive Police Department (CPD) that would provide structured backup, mutual aid consistency, and overflow response during defined circumstances. WHPD would remain the primary law enforcement service provider for the vast majority of calls for service (estimated at 80-90%). This pilot program would be simple, flexible, and evaluated over one year for officer safety, response effectiveness, and cost neutrality or savings. The estimated annual cost of entering into this agreement is \$41,600 to \$62,500, intended to be largely offset by reduced department overtime.

### **Current Staffing**

#### **Staffing Model Overview**

The Windsor Heights Police Department's current staffing model has evolved to balance service demands, officer safety, and fiscal responsibility. This has included evaluating call volume and community needs to staff patrol shifts appropriately.

Historically, communities have used per-capita benchmarks alongside workload analysis and minimum staffing or safety standards to guide police staffing decisions. These benchmarks are typically based on data reported to the Federal Bureau of Investigation (FBI) through the Uniform Crime Reporting (UCR) Program, as well as the Bureau of Justice Statistics (BJS). While useful for general context, these figures are best viewed as broad reference points rather than recommended staffing levels for specific communities.

There are important limitations to using this data. Reporting to UCR and BJS remains largely voluntary, which can lead to incomplete or inconsistent submissions across jurisdictions. Agencies can also differ in how they define and count personnel. Research has shown that these issues, along with gaps in reporting and a lack of standardization, make direct comparisons difficult. As a result, simple ratios like officers per 1,000 residents can reflect reporting differences as much as actual staffing differences.

Per-capita measures also rely on residential population, which does not fully capture what drives police calls for service. Factors such as daytime population, traffic volume, commercial and retail activity, and regional responsibilities often play a more significant role. Smaller communities may appear to have higher staffing ratios due to minimum coverage needs, while larger cities may appear to have lower ratios due to economies of scale. This limits the usefulness of direct comparisons.

The most recent national average reported through UCR is about 2.4 officers per 1,000 residents. However, given the limitations outlined above, this figure should be used only as a general benchmark. Communities in Iowa of similar size may fall within a similar range, but local conditions are a more meaningful guide.

The City of Windsor Heights has several factors that affect its staffing needs. While the resident population is approximately 5,200, the City is located within a larger metropolitan area, sits along a

major corridor, serves as a regional daytime retail destination, and experiences significant traffic. It also routinely assists neighboring communities.

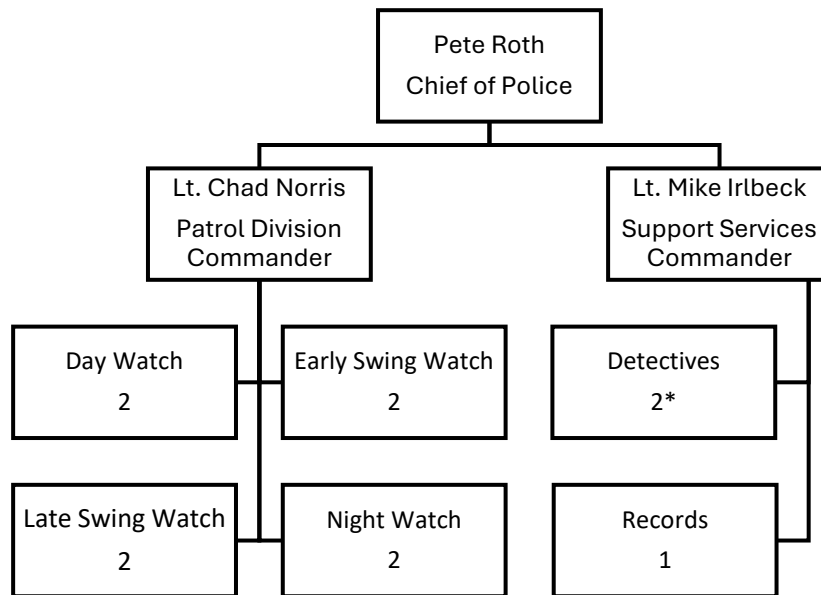
These conditions increase daytime population, calls for service complexity, and service demands beyond what is typical for a community of similar size in Iowa. As a result, Windsor Heights maintains a slightly higher staffing level than similar sized cities in Iowa, reflecting actual workload and service expectations rather than relying solely on population-based averages.

Staffing approaches also differ by setting. Urban agencies often have higher staffing density and faster backup availability, while smaller or suburban departments operate with fewer officers on duty and may rely on mutual aid or county support. These differences further reinforce the fact that staffing decisions should be based on local needs, not just per-capita comparisons.

**Positions**

The Windsor Heights Police Department is currently authorized for 13 sworn full-time officers, with one sworn position presently vacant, as well as one part-time officer. City Administration temporarily paused hiring for this vacant position in February 2026 subject to further City Council direction on the proposed Police Services Agreement. Even if the Police Services 28E agreement was approved, filling the vacant 13<sup>th</sup> WHPD position is included within the Fiscal Year (FY) 27 Budget. Savings in overtime is intended to mitigate the cost of the Supplemental Police Services 28E.

**WHPD Staffing**



Part-time Officer – 1  
\*Indicates current vacancy

Lt. Norris oversees patrol. He schedules the officers, processes leave time, coordinates training, handles complaints, and reviews every incident report taken by patrol officers.

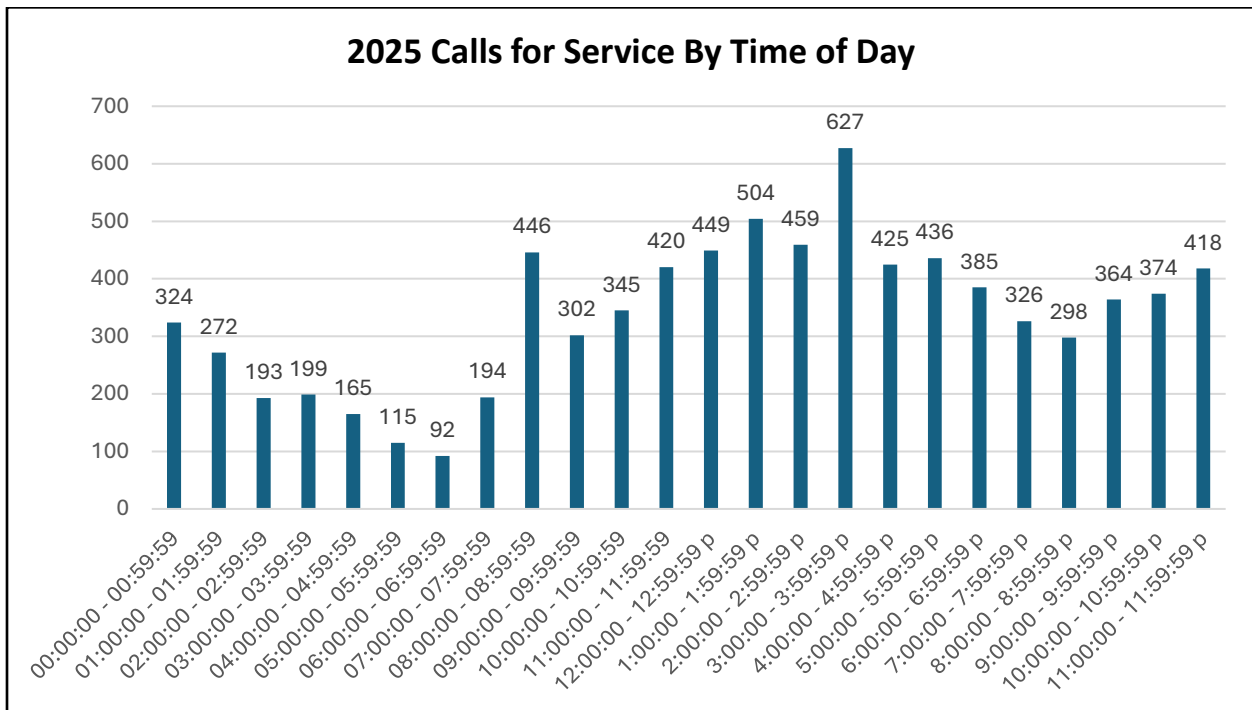
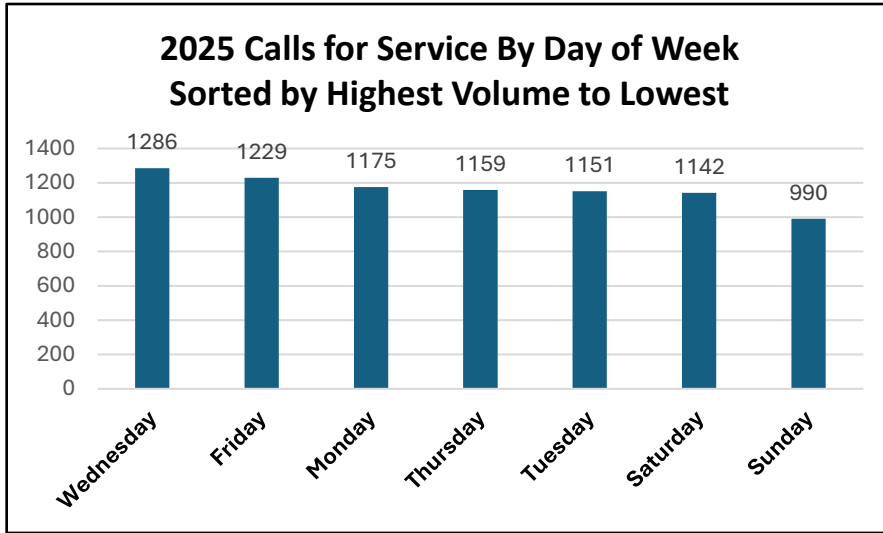
Lt. Irlbeck oversees support services. He assists with record requests, state and federal reporting, supervises the detectives, is an evidence technician and property clerk, investigates crimes, and handles city technology issues and concerns.

Both lieutenants rotate on-call duties every other week. All supervisors, including the chief, “cover” the front desk for breaks and the Administrative Support Clerk’s (ASC) time off when applicable.

One detective is assigned to the Mid-Iowa Narcotics Enforcement (MINE) Task Force. One detective position (\*currently vacant) handles general criminal cases and provides support for patrol when needed. Currently, the department plans on continuing the relationship with MINE and staff that position. The officers, Lt. Irlbeck, and the Chief investigate applicable cases.

WHPD partners with the Urbandale Police Department (UPD) under an existing 28E for a Crisis Intervention Team (CIT). Under this agreement, a UPD Police Officer and a trained mental health professional respond to calls for service in Windsor Heights, as well as provide follow-up support for individuals when CIT is on-duty.

**2025 Calls For Service**

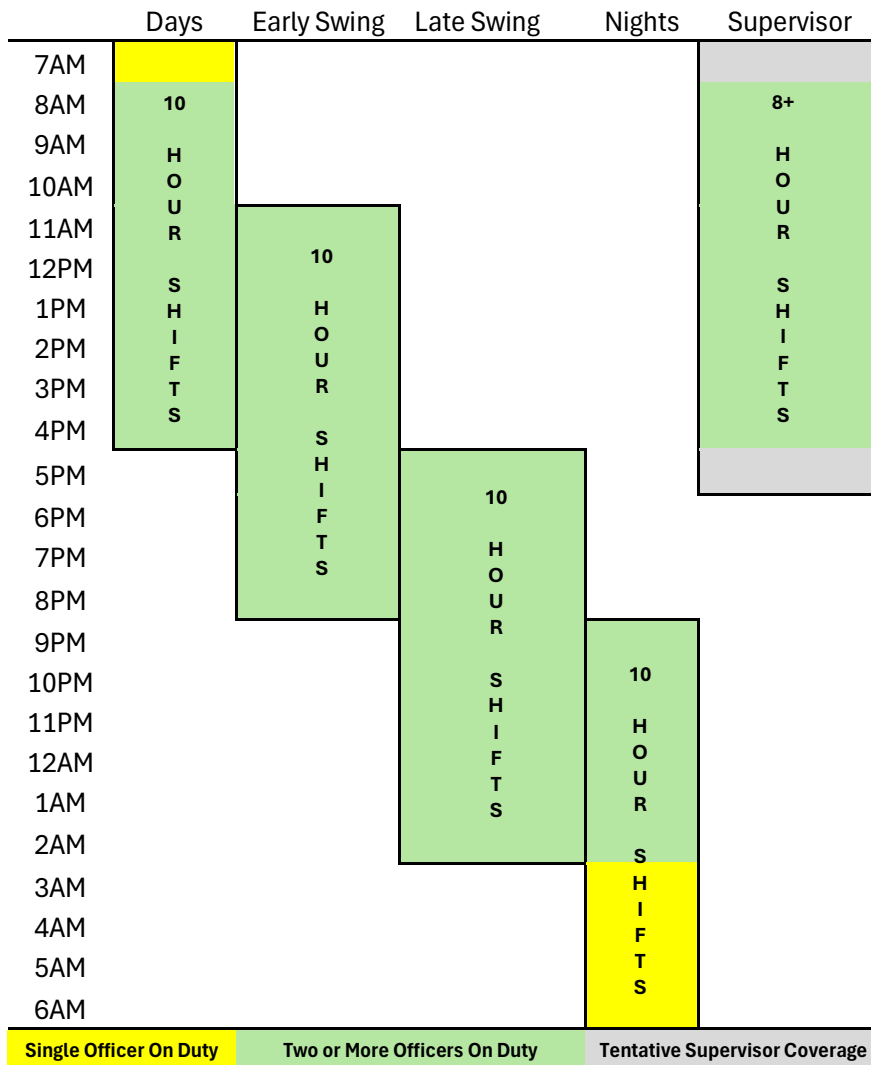


**Fully Staffed Model**

Eight Windsor Heights officers are assigned to patrol. They are scheduled for 10-hour shifts and every other weekend off.

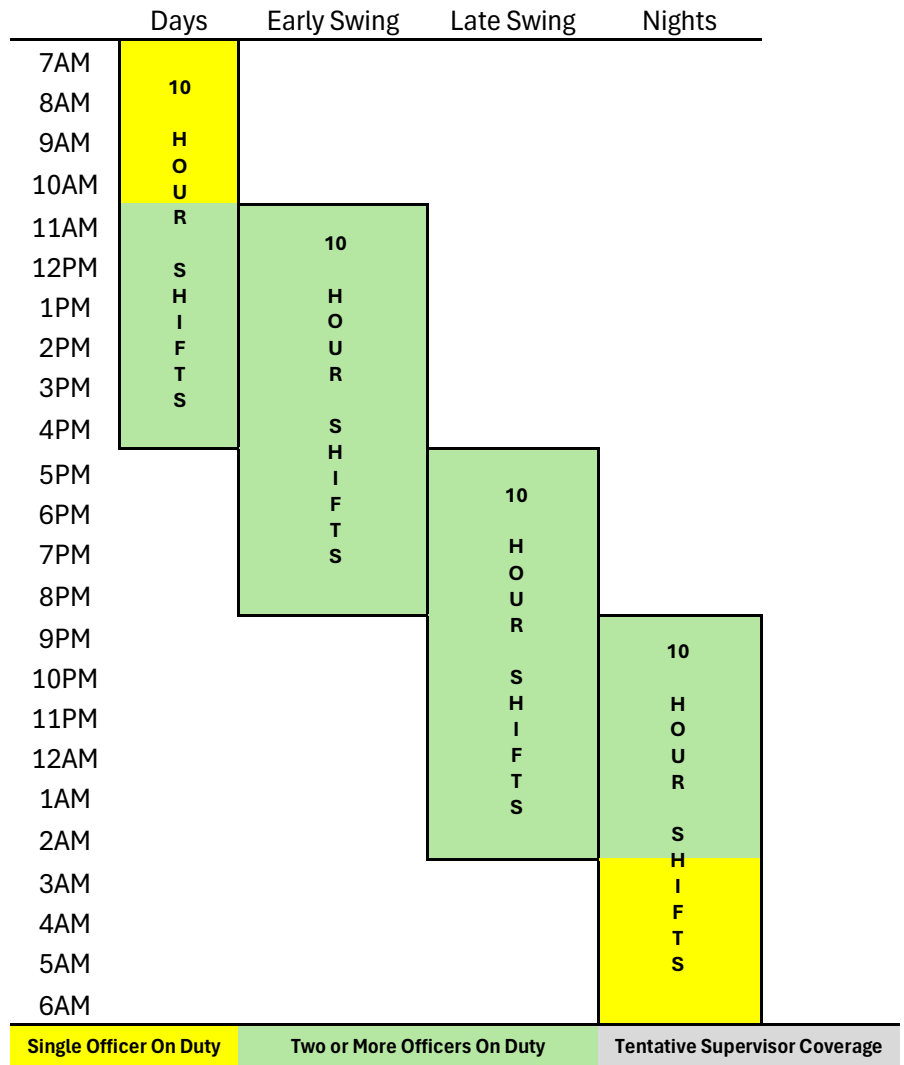
This means half of the officers are scheduled to work and the others are on days off. All officers are scheduled to work on Wednesday. The patrol schedule (see tables below) illustrates ideal shift coverage that operates within current fiscal constraints. The chief and supervisors respond to calls for service during the week when available.

**Windsor Heights Fully Staffed Schedule (Four Officers)  
Monday-Friday Shifts**



Single officer on duty for up to five hours.

**Windsor Heights Fully Staffed Schedule (Four Officers)  
Saturday, Sunday, and Holidays**



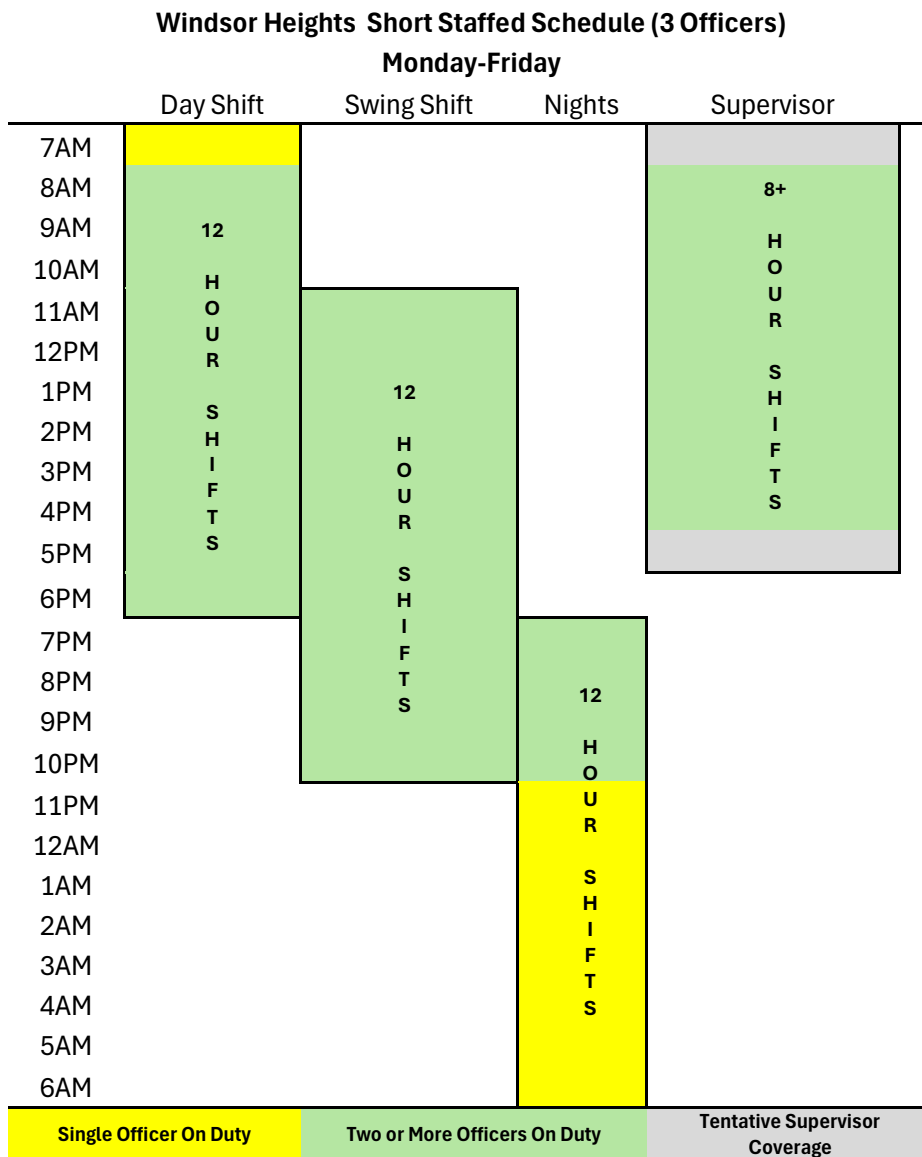
Single officer on duty for eight hours.

**Short-Staffed Model**

A secondary visualization (see tables below) demonstrates operations when staffing levels are reduced by up to two officers. Shortages may result from:

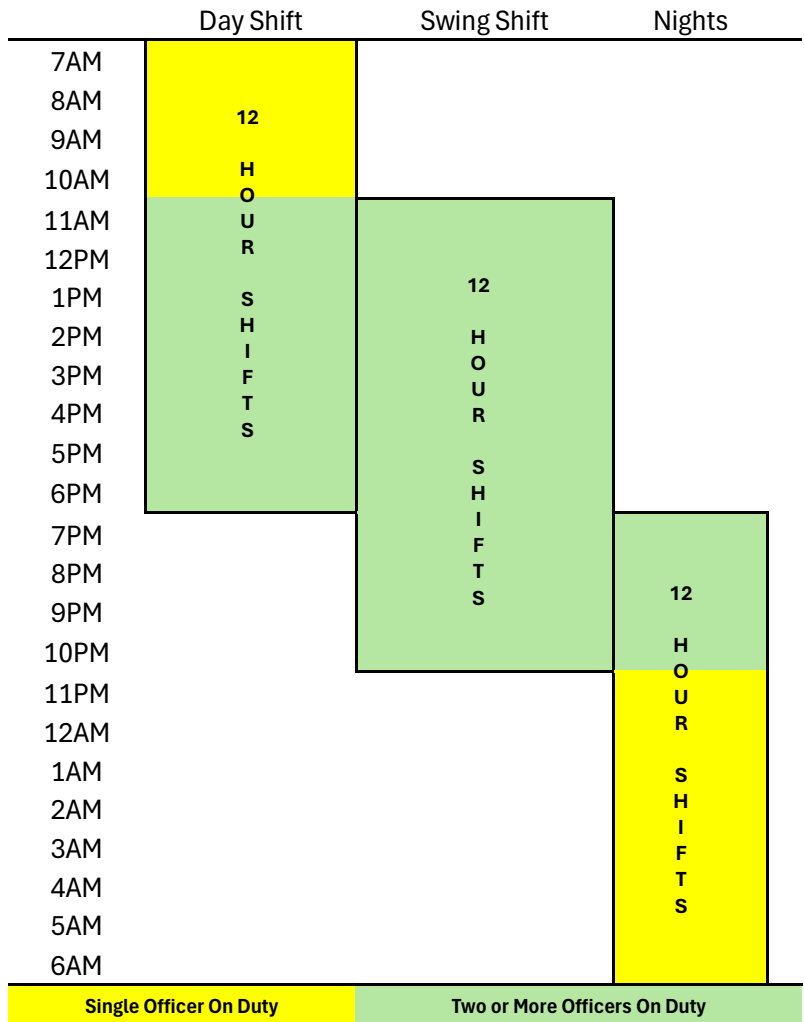
- Vacant positions
- Injuries
- Illness
- Training
- Time Off (including extended FMLA leave)
- Military drill weekends, training, and related deployments
- Extended onboarding and field training
- Court obligations

On average, the department covers shortages on patrol at least once a week (when fully staffed in patrol).



Single officer on duty for up to eight hours.

**Windsor Heights Short Staffed Schedule (3 Officers)  
Saturday, Sunday, and Holidays**



Single officer on duty for up to 12 hours.

Operating while short-staffed creates several challenges:

- Extended shift durations
- Reduced scheduling flexibility,
- Reduces the ability to call employees into work on scheduled time off
- Increased reliance on mandatory overtime
- Increased fatigue, which can affect decision-making
- Decreased morale due to the length of shifts

These conditions also carry financial implications, including increased overtime expenditure and potential long-term impacts on employee retention and wellness.

## Current Operational Model

Benefits	Challenges
<ul style="list-style-type: none"><li>• Provides an attractive and predictable schedule when fully staffed</li><li>• Aligns staffing levels with higher call volume periods to maximize efficiency</li><li>• Eight to 10-hour shifts also have wellness benefits, as opposed to working 12-hour shifts.</li></ul>	<ul style="list-style-type: none"><li>• Limited flexibility during staffing shortages</li><li>• Increased strain on personnel during extended coverage gaps</li><li>• Operates with multiple officers during low-volume call periods</li><li>• Lower morale when officers are called in on their weekends off to fill open shifts</li></ul>

## Existing 28E Agreements Summary

These types of agreements are governed by Iowa Code Chapter 28E.

### 28E.1 Purpose.

*The purpose of this chapter is to permit state and local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage. This chapter shall be liberally construed to that end.*

### Current 28E Agreements with WHPD

The list below contains some of the current 28E Agreements affecting the department.

- Mutual Assistance Polk County Area Law Enforcement Services Agreement
  - Generally intended for emergencies and does not typically provide direct compensation.
- Westcom Communications
- School Crossing Guard Services Agreement with the West Des Moines Community School District
- Urbandale Crisis Intervention Team Services
- The Central Iowa Traffic Safety Task Force (CITSTF)
- Metropolitan Advisory Council (MAC) Homeland Security Services

### Safety Considerations

Similar to fire service operations, law enforcement responses benefit from maintaining effective staffing levels to ensure both officer safety and resident safety.

Standard practices from Westcom demonstrate that many incidents routinely involve multiple units, at least initially. Current operational practices reflect the need for multiple officers on certain types of calls to ensure safe and efficient resolutions to the call. When WHPD does not have available staff, those additional units are pulled from neighboring agencies under current 28E agreements.

### Frequency of Use

Existing 28E agreements with the Police Department primarily cover law enforcement services. Generally, these agreements are not intended for daily use but serve as a resource during abnormal and emergency situations. The CIT 28E Agreement would be an exception as the agreement provides service based on the type of call, which can occur more frequently.

## **Supplemental Police Services Agreement**

The proposed draft 28E Supplemental Police Services Agreement is designed to enhance operational flexibility and officer safety while maintaining Windsor Heights' primary responsibility for service delivery. Staff estimates approximately 80-90% of calls for service would continue to be handled primarily by Windsor Heights Police Officers.

The agreement would be utilized primarily in the following situations:

- During timeframes where one WHPD Officer is on duty and the Command Staff is not available to immediately respond.
- When Windsor Heights officer(s) are already assigned to other call(s) and additional incidents are received requiring an immediate response (e.g., traffic crash blocking traffic, crime in progress, disputes, etc.).
- As a preferred secondary unit for certain call types when additional Windsor Heights officers are not available.

A one-year trial period is recommended to evaluate the effectiveness of the agreement, track time commitments, and stakeholders' thoughts on the program.

## **Potential Partners**

Windsor Heights collaborates well with each of its adjoining jurisdictions in different ways. Because of existing call volumes, community size, existing staffing levels, and proximity, the City of Clive may be the most natural partner for this proposed 28E Supplemental Police Services Agreement. Some other adjoining jurisdictions may have interest or bandwidth to consider such an agreement as well, but conversations to date have focused on Clive and Windsor Heights, providing the existing high-level mutual interest and existing collaboration between departments.

## **Calls for Service Volume & Management**

Windsor Heights would continue to conduct officer-initiated services such as speed enforcement, monitoring school zones during peak hours, and routine patrol activities. For the portion of non-self-initiated calls for service, Clive would serve as the primary responder when overlapping time sensitive calls occur and a Windsor Heights officer is not available.

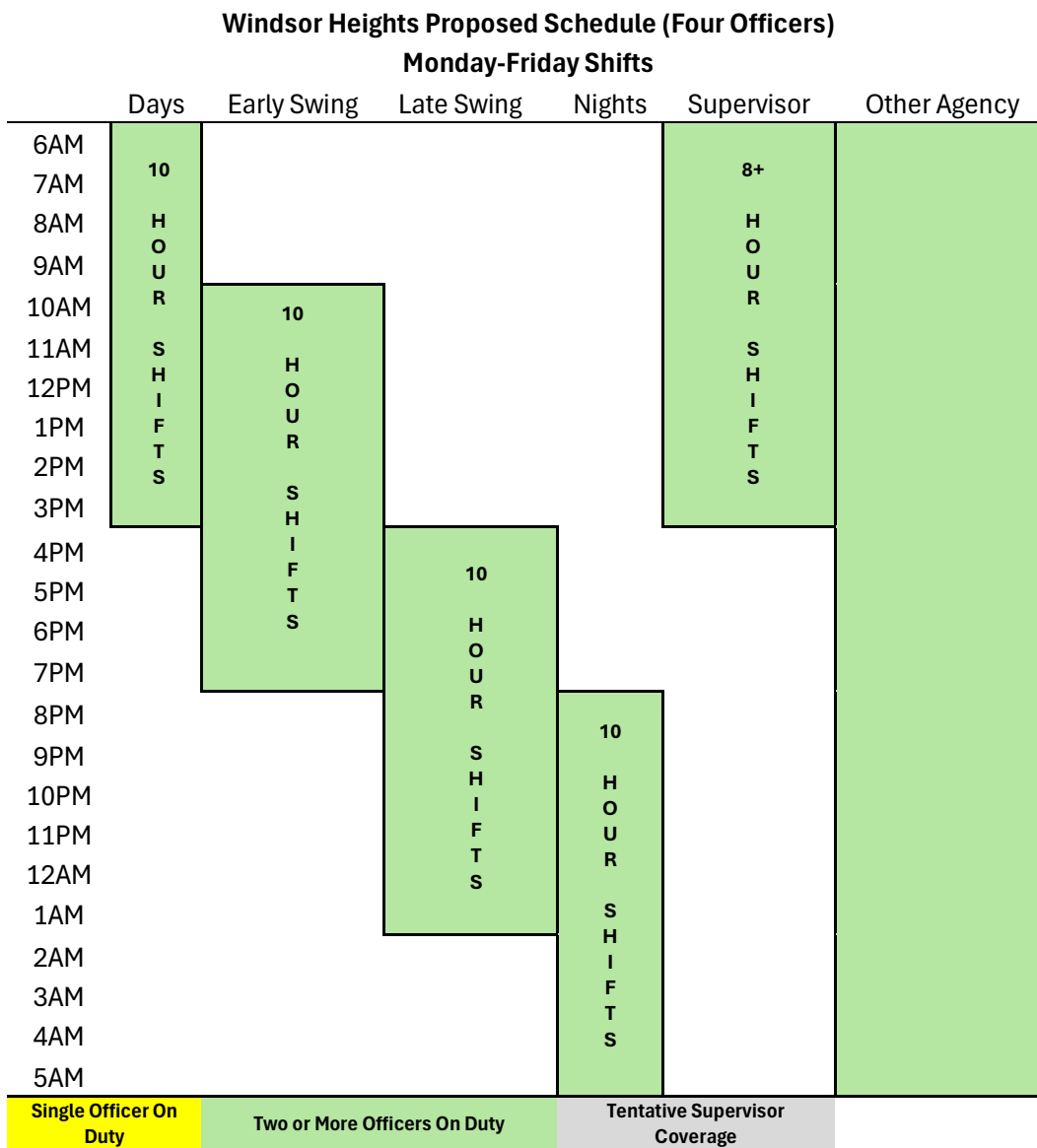
If a Clive dispatched call for service resulting in a report or court appearance, the Clive officer would generally handle those responsibilities. Whereas under current operations, a Windsor Heights officer would typically respond once available and assume responsibility for the call and any associated reporting and court obligations.

Staff has reviewed the number of Windsor Heights calls for service in 2025 and how it relates to the standard Westcom dispatch protocol (the Response Plan Details), which generally determines when to initially assign more than one unit to assist, depending on the call type. While can be helpful in determining the potential number of calls the Supplemental Police Services Agreement may apply to, in practice, Windsor Heights would retain the ability to respond with more than one officer during

fluctuating timeframes, either through overlapping patrol shifts or command staff being in the office. Additionally, initially dispatched secondary units are not infrequently called off due to actual circumstances at the scene as determined by the first responding officer. Ultimately, it is difficult to estimate the number of calls Clive would provide service to under the agreement because of multiple fluid variables. It is anticipated that Clive would assume responsibility for approximately one or fewer report-generating, non-self-initiated calls per day. However, the one-year pilot program is intended to help generate and refine volume estimates.

**Potential Windsor Heights Staffing Schedule Under Supplemental 28E**

The tentative schedules below focus on a reduction of mandated overtime during short-staffed periods. The effectiveness of this schedule would be evaluated on a quarterly basis to ensure effective coverage of WHPD Officers.



\*Note: Patrol Officers will be switching to a 6 AM start to begin their shift cycle in the near future.

**Windsor Heights Fully Staffed Schedule (Four Officers)  
Saturday, Sunday, and Holidays**

	Days	Early Swing	Late Swing	Nights	Other Agency	
6AM	10 H O U R  S H I F T S	10 H O U R  S H I F T S	10 H O U R	10 H O U R  S H I F T S		
7AM						
8AM						
9AM						
10AM		10 H O U R  S H I F T S	10 H O U R			10 H O U R  S H I F T S
11AM						
12PM						
1PM						
2PM	10 H O U R  S H I F T S	10 H O U R	10 H O U R  S H I F T S			
3PM						
4PM						
5PM						
6PM	10 H O U R  S H I F T S	10 H O U R		10 H O U R  S H I F T S		
7PM						
8PM						
9PM						
10PM	10 H O U R  S H I F T S	10 H O U R	10 H O U R  S H I F T S			
11PM						
12AM						
1AM						
2AM	10 H O U R  S H I F T S	10 H O U R		10 H O U R  S H I F T S		
3AM						
4AM						
5AM						
	Single Officer On Duty	Two or More Officers On Duty			Tentative Supervisor Coverage	

Single WH officer on duty for up to 8 hours.

**Windsor Heights Short-Staffed Proposed Schedule (Three Officers)  
Monday-Friday**

	Day Shift	Swing	Nights	Supervisor	Other Agency
6AM	10 H O U R  S H I F T S			8+  H O U R  S H I F T S	Other Agency
7AM					
8AM					
9AM					
10AM					
11AM					
12PM					
1PM					
2PM					
3PM					
4PM					
5PM					
6PM					
7PM					
8PM					
9PM					
10PM					
11PM					
12AM					
1AM					
2AM					
3AM					
4AM					
5AM					
	Single Officer On Duty	Two or More Officers On Duty		Tentative Supervisor Coverage	

Single WH officer on duty for up to 12 hours.

**Windsor Heights Short Staffed Schedule (3 Officers)  
Saturday, Sunday, and Holidays**

	Day Shift	Swing Shift	Nights	Other Agency
6AM	10 H O U R  S H I F T S	10 H O U R  S H I F T S	10 H O U R  S H I F T S	[Green shaded area]
7AM				
8AM				
9AM				
10AM				
11AM				
12PM				
1PM				
2PM				
3PM				
4PM				
5PM				
6PM				
7PM				
8PM				
9PM				
10PM				
11PM				
12AM				
1AM				
2AM				
3AM				
4AM				
5AM				
	Single Officer On Duty		Two or More Officers On Duty	

Single WH officer on duty for up to 18 hours.

### **Supplemental 28E Agreement Costs**

Clive and Windsor Heights staff estimate that the cost of a one-year Supplemental Mutual Aid Police Services 28E Agreement would be approximately one-third to one-half of the cost of an entry-level Clive Police Officer position, or roughly \$41,600 to \$62,500 (this is similar to a WHPD Officer cost). Because the existing 28E Mutual Aid Agreements would remain in effect—allowing Windsor Heights officers to continue providing mutual aid to Clive typically without direct compensation—the administrative, command, and equipment expenses typically associated with that proportion of a patrol position would not be included in the supplemental agreement.

A single, fixed annual fee covering all supplemental services, including any required court appearances by a Clive Police Officer, is considered mutually advantageous, as it avoids the complex tracking, accounting, and dispatching challenges inherent in a per-call billing model.

Call-volume data will continue to be monitored. After the first six months of the agreement, the fee may be recommended for adjustment based on insights gained during this period. Continued tracking throughout the agreement will further assist both municipalities in understanding long-term cost implications and assessing whether continuation of the arrangement is appropriate.

### **Supplemental 28E Benefits**

- Economies of scale.
  - A jurisdiction with a population of approximately 25,000 and the demographic characteristics of Windsor Heights and Clive would not typically sustain a five-officer minimum staffing level. In practice, staffing minimums would be more closely aligned with a three-officer minimum model, which Clive already maintains. Because many Supplemental Mutual Aid calls are likely to occur during evening and weekend hours—periods during which Clive already staffs at three officers—this 28E agreement would improve operational efficiency by aligning staffing levels with call volume while maintaining or enhancing officer-safety considerations.
- Reduction in overtime expenditures.
  - Anticipated to be approximately equivalent to the cost of implementing the 28E Mutual Aid Supplemental Agreement.
  - OT Expenditures – historically budgeted at \$105,000-\$110,000. Expenditures variance is largely dictated by any vacancies that occur during the year. FY23 \$124,898.31, FY24 \$149,634.20, FY25 \$60,439.63 (Patrol was fully staffed for most of the year).
  - For FY26, the department has spent \$93,225.67 in OT, which is 84.8% of the total budgeted amount as of 4/7/26.
- Opportunity to reassess staffing levels and scheduling.
  - This includes the potential elimination of one full-time position, bringing staffing levels more in line with comparable sized cities in Iowa. The total employment cost of one patrol position exceeds \$130,000.
- Part-time officer staffing continues to be challenging. The agreement has the potential to exceed the expectations of attempting to fill shifts with part-time staff.
- Improved officer well-being and increased the ability for employees to utilize paid time off benefits without additional stress on other officers.
- Reduced reliance on mandatory overtime and fewer extended shifts during staffing shortages.
- Greater consistency in responding personnel and improved interagency and community familiarity.

- Enhanced officer safety through more reliable and consistent backup availability, allowing more appropriate calibration of the number of officers dispatched to call types that currently draw multiple units.

### **Supplemental 28E Challenges**

- Initial learning curve for coordination, implementation and tracking.
- Potential for resident confusion regarding the responding agency.
- Dependence on partner agency availability.
  - Clive maintains a minimum of three officers on patrol and generally has bandwidth during lower-demand periods, particularly overnight with two officers typically located east of I-35. However, there will still be instances where Clive officers are occupied and/or on the west side of Clive, and the existing mutual aid agreement would be utilized with Urbandale, West Des Moines and/or other cities to respond.
- Potential erosion of community identity.
- Potentially fewer patrol officers are available for proactive enforcement such as speed, school patrol and other duties that would not typically be assigned under the Supplemental 28E Mutual Aid Agreement.
- Reduction in OT opportunities for officers.

### **What Would Not Change**

- Windsor Heights would continue to handle the vast majority of calls for service (80-90%).
- WHPD would follow up on the applicable calls handled by the external partner.
- Windsor Heights officers would remain responsible for proactive enforcement and non-urgent matters.
- Windsor Heights Officers would continue to remain available for quality-of-life issues (non-criminal) not handled by outside agencies under the proposed agreement.

### **Legal Considerations For Further Exploration**

- Many criminal prosecutions occur under state code by the Polk County Attorney's Office. Simple misdemeanor prosecutions would likely continue to be handled and coordinated by the Windsor Heights contracted attorney.
- The City of Clive and Windsor Heights have liability coverage through Iowa Communities Assurance Pool (ICAP), which simplifies any insurance coverage issues that could arise. This issue will need further exploration if an agreement is pursued.
- This is an unique 28E and additional considerations may be discovered over the course of the agreement.

### **Draft Agreement**

- A draft 28E agreement is attached for review.

### **Next Steps**

Staff has discussed a potential 28E Supplemental Police Services Agreement at a high level with Public Safety & Finance Committee and received tentative support to continue to pursue a more defined agreement. City Council is now requested to provide direction on whether to continue to pursue a 28E Supplemental Police Services Agreement with Clive as generally outlined above.

If authorized to pursue further, Administration recommends maintaining 12 sworn positions for the present with a future City Council determination made on whether to relist the 13<sup>th</sup> position.



## WINDSOR HEIGHTS POLICE DEPARTMENT UNION

*In Affiliation with Teamsters Local 238*

Date: 4-30-26

To: City Administrator Plagge  
Police Chief Roth

Re: Proposed Supplemental Police Services 28E Agreement

On behalf of the Windsor Heights Police Teamsters Local 238, I am writing to provide our position regarding police staffing levels and service delivery for the City of Windsor Heights.

The Officers of Teamsters Local 238 conducted a review and considered the department's operational needs, call volume expectations, efficient deployment strategies, and current budgetary constraints. The members believe that a temporary staffing model of 12 sworn officers is sufficient to continue providing a high level of law enforcement service to the residents of Windsor Heights and to individuals requiring police assistance within the community.

Our position is based on a staffing approach that emphasizes efficiency and sustainability. Specifically, we support a model that reduces reliance on overtime, minimizes unnecessary overlap between shifts, and ensures that available personnel are deployed in a manner that maximizes coverage while maintaining officer effectiveness and well-being. We believe this approach not only meets public safety needs but also promotes responsible use of municipal resources.

Teamsters Local 238 does not believe it is necessary to enter into a 28E agreement that includes paid supplemental assistance from the Clive Police Department or any other police agencies. Based on current interagency agreements and mutual aid arrangements, we are confident that the City has adequate access to additional resources when needed. These existing agreements provide sufficient flexibility and support to address situations requiring additional personnel without the need for expanded contractual obligations.

We also believe there is an opportunity to enhance data-driven decision-making by implementing improved tracking and analysis of call volume and calls for service. By more accurately capturing this information, the City can better assess the appropriate level of reliance on two-officer responses, as well as the frequency and necessity of utilizing neighboring agency resources.

We would support a structured evaluation period of six months to one year under the proposed staffing model, during which this data is collected and analyzed. At the conclusion of that period, we would welcome the opportunity to revisit this discussion and make any necessary adjustments based on reliable, objective statistics and demonstrated service needs.

In summary, we are confident that a 12-officer staffing model, supported by efficient scheduling practices, improved data tracking, and existing cooperative agreements, will allow the City of Windsor Heights to maintain a high standard of public safety service while also exercising fiscal responsibility.

We appreciate the opportunity to share our perspective and remain committed to working collaboratively in the best interest of the community.

Thank you,

*Joe Roetman*

Joe Roetman  
Union Representative

**DRAFT**

**CHAPTER 28E AGREEMENT  
LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN  
THE CITY OF WINDSOR HEIGHTS, IOWA AND THE CITY OF XXXXXX, IOWA**

**THIS AGREEMENT**, made and entered into this day of \_\_\_\_\_, 2026, by and between the CITY OF WINDSOR HEIGHTS, IOWA, an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 364 (hereinafter referred to as “Windsor Heights”) and the CITY OF XXXXXX, IOWA an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 364 (hereinafter referred to as “XXXXXX”).

**WHEREAS**, Windsor Heights has the desire to increase its efficiency and effectiveness in providing law enforcement services to the community; and

**WHEREAS**, Windsor Heights maintains adequate public safety services equipment and personnel to respond to most situations and incidents in its jurisdiction; and

**WHEREAS**, Windsor Heights and XXXXXX believe that having additional resources available to public safety personnel serving the community will further enhance the public safety services provided by each city to its community; further aid in fostering community relations; provide the tools necessary to allow public safety personnel to more effectively respond to calls for service, supplement resources, and assist on all shifts; and

**WHEREAS**, this Agreement is entered into between two public agencies for joint and cooperative action pursuant to the provisions of Iowa Code Chapter 28E; and

**WHEREAS**, in accordance with Iowa Code Chapter 28E, after execution of this Agreement by Windsor Heights and XXXXXX, it shall be electronically filed in the office of the Secretary of State by Windsor Heights; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, Windsor Heights and XXXXXX have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

**I. PARTIES:** The parties to this Agreement are as follows:

The City of Windsor Heights is an Iowa municipal corporation organized and existing under the provisions of Iowa Code chapter 364. The City of Windsor Heights is located in the County of Polk, State of Iowa, with its principal office currently located at 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324.

The City of XXXXXX is an Iowa municipal corporation organized and existing under the provisions of Iowa Code chapter 364. The City of XXXXX is located in the County of Polk and the County of Dallas, State of Iowa, with its principal office currently located at XXXXXXXXXXXX.

**II. PURPOSE:**

The purpose of this Agreement is to provide supplemental law enforcement services from the XXXXX Police Department to respond to calls for service within Windsor Heights; and to provide for payments by Windsor Heights to XXXXXX for this service. This Agreement is a voluntary undertaking of the parties. It is not the intent of Windsor Heights or XXXXXX to create a new legal entity by this Agreement.

This Agreement shall be called the Windsor Heights and XXXX Supplemental Law Enforcement Services Agreement.

**III. ORGANIZATION:**

No separate legal or administrative entity shall be established. No joint board shall be established. Windsor Heights, through the Chief of Police and XXXXX through the Chief of Police, shall periodically consult regarding the items and operations provided for under this agreement. The Chiefs of Police from either city may designate other individuals within their respective organizations to manage this agreement.

**IV. DURATION:**

This Agreement shall be approved by the respective governing bodies of Windsor Heights and XXXXXX. Said approval shall be by resolution. Said resolution shall authorize the mayors of each respective city to execute this Agreement on behalf of that party. Upon approval by each party as provided herein, the Agreement shall be filed with the Iowa Secretary of State by Windsor Heights, as provided by Iowa Code Section 28E.8. This Agreement will be in effect upon the completion of such filings.

This Agreement shall be in effect upon filing with the Iowa Secretary of State until XXXX XX XXXX.

**V. ADMINISTRATOR:**

Pursuant to Iowa Code Section 28E.6, the Windsor Heights Police Chief shall be the administrator of this Agreement.

**VI. SERVICES AND RESPONSIBILITIES:**

XXXXXX shall provide law enforcement services to Windsor Heights upon request of the Windsor Heights Police Department, or WestCom Dispatch, as established in this Agreement. To provide the services under this Agreement, XXXXXXXX will:

1. Respond to calls for service as a second or subsequent officer within Windsor Heights for incidents requiring two or more officers according to the Westcom Unit Response Plan.
2. Respond to calls for service within Windsor Heights, if applicable, as the primary officer for calls that need a timely response, which include but are not limited to: vehicle crashes, motorist assists for vehicles blocking traffic, incidents that would require an officer to provide medical assistance, crimes involving a suspect who is on scene or requires timely identification, in progress animal issues, ongoing noise complaints, by request of a Windsor Heights Officer, or other situations where the XXXXX officer in charge approves a response.
3. The ranking Windsor Heights officer shall retain overall control of all law enforcement response activities within Windsor Heights, unless otherwise directed by a Windsor Heights police supervisor.
4. XXXXX Police Officers will take reports and document incidents under their report forms and case numbers. Any arrests made by XXXXX will be handled, processed, and documented under XXXXX's reporting systems and case numbers.
5. XXXXX shall maintain all records of the services provided under this agreement generated by XXXXX. Furthermore, XXXXX agrees to provide copies of reports, digital media, or other related documents to Windsor Heights that would require follow-up or by request of Windsor Heights.
6. Prosecution of incidents primarily handled by XXXX will be the responsibility of the Polk County Attorney's Office or the Windsor Heights contracted attorney. Court time for XXXXXX officers and staff will be paid by XXXX.
7. The Chiefs of Windsor Heights and XXXXX, or their designees, will evaluate services provided under this agreement at six months, or earlier if needed.

**VII. FINANCIAL AGREEMENT:**

During the initial term of this Agreement, Windsor Heights shall pay XXXXXX \$XX,000.00 for the provisions of this agreement. XXXXX shall bill Windsor Heights in January of each year for its share of that year's services.

**VIII. CANCELLATION OF THE AGREEMENT:**

This Agreement may be cancelled by either party no later than February 1st of any year that the Agreement will not be renewed. All cancellations under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office. Notices to the City of Windsor Heights shall be addressed to the Chief of Police, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, Iowa 50324. Notices to the

City of XXXX shall be addressed to the Chief of Police, City of XXXX, <address>. If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

**IX. TERMINATION OF THE AGREEMENT:**

This Agreement may be terminated by mutual consent of the parties. In addition, either party may terminate this Agreement if the other party has a material breach of this Agreement, provided that the terminating party gives written notice to the other party of the material breach and at least 10 days' notice is given to cure the breach. If the breach is not cured within the 10-day notice period, this Agreement shall terminate without further notice.

**X. INSURANCE AND INDEMNIFICATION:**

1. To the extent permitted by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all losses, damages and expenses, claims, demands, actions and/or causes of actions, judgements, settlements, or other costs, including reasonable attorney's fees, occasioned by, or arising out of, either parties officials', employees', contractors', or agents' negligence or willful misconduct in the performance of its duties under this Agreement. The provisions of this subsection shall survive termination of this Agreement with respect to any damage or injury occurring before such termination. Nothing in this paragraph or Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa Law, including without limitation defenses and immunities specified under Iowa Code Chapter 670. Neither party will insure the actions of the other.
2. Each party agrees to release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.
3. Each party shall notify the other party of any claim or any potential claim for injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of a claim or potential claim.
4. Each party shall maintain general liability insurance for protection of each, respectively, from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate, which limit can be met with a combination of primary and umbrella policies.
5. All required insurance shall be obtained from issuers for recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a

certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least 30 calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. The failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim material breach for a subsequent failure to maintain the required coverage or limits.

**XI. AMENDMENTS:**

This Agreement may be amended by a written instrument approved by the City of Windsor Heights and the City of XXXXXX.

**XII. BINDING EFFECT:**

This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. Neither party may assign this Agreement without the consent of the other party.

**XIII. EXECUTION IN COUNTERPARTS:**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**XIV. SEVERABILITY:**

If any clause, provision or section of the Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of the law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.

**XV. SUPERSEDES:**

This Agreement supersedes all prior law enforcement service agreements between the City of Windsor Heights and the City of XXXXXX.

**XVI. NOTICES:**

All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail, or when received by certified mail at the address listed above for each party or at another address as designated by either party.

IN WITNESS WHEREOF, the City of Windsor Heights, Iowa, and the City of XXXXX, Iowa have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, XXXX.

CITY OF WINDSOR HEIGHTS, IOWA

\_\_\_\_\_  
By: XXXX XXXXX  
City of Windsor Heights Mayor

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

ATTEST:

\_\_\_\_\_  
By: Adam Strait  
City of Windsor Heights Clerk

CITY OF XXXXX

\_\_\_\_\_  
By: XXXX XXXXX  
City of XXXX Mayor

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

ATTEST:

\_\_\_\_\_  
By: XXXX  
City of XXXXX Clerk