



Iowa League of Cities

Special Report

2017 City Collaboration

City governments large and small have collaborated with a host of public, nonprofit and private partners to deliver services to citizens. These partnerships have been formed to provide a wide variety of services, including public safety, public works, community development and more. Simply put, many cities would struggle to provide its citizens needed services in an effective manner without the help of others.

In recent years, the need to work with other entities has only grown as city budgets and resources have tightened. Whether using another entity to provide a service, jointly managing a regional operation, or sharing equipment or employees, collaboration is necessary to successful municipal governance.

In order to ensure the city enjoys a mutually beneficial relationship when collaborating with partners, city officials should work diligently to review city operations, services and resources. This will help identify potential areas for collaboration as well as partners that may also benefit from working together. City officials will also need to negotiate effectively to protect the city’s interests and should continually review its agreements.

500 SW 7th Street, Suite 101
Des Moines, IA 50309
Phone (515) 244-7282
Fax (978) 367-9733
www.iowaleague.org

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How Cities Collaborate

Cities are largely free to collaborate with others in any way they see fit, as Iowa law places few restrictions on whom a city may work with or what may be agreed upon. Most common is working with other governmental entities, which follows the provisions in Chapter 28E of the *Code of Iowa*. Cities also work with nonprofit and private partners in a variety of ways. Whatever the case may be, cities need to follow any prescribed state codes as well as use smart negotiation tactics to achieve desired results.

Chapter 28E – Joint Exercise of Governmental Powers

It is common for governmental entities to work together to provide services and share resources. In some cases it is out of necessity, as one entity may not have the ability to provide a particular service or does not possess a certain resource. In other cases the entities may find it more beneficial and cost-effective to jointly operate a service or share resources.

No matter the reason, most agreements between governmental entities fall under Chapter 28E of the *Code*. The chapter is broad in scope and permits state and local governments 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.”

The *Code of Iowa* allows 28E agreements to be used for any activity or purpose as long as each participating entity has the power and authority to do so on its own. The *Code* also allows for separate administrative boards or joint boards to be created to govern activities, acquire real or personal property, conduct meetings and manage a budget. In specific circumstances, property tax levies may be implemented or bond financing may be used.

While the *Code* does not require governmental entities to use a 28E agreement, many do to ensure all parties are working under the same framework. Section 28E.5 requires agreements to include the following:

- The duration of the agreement
- The precise organization, composition and nature of any separate entity created and the powers of such entity
- The purpose or purposes of the agreement
- The manner of financing the joint or cooperative undertaking
- The manner of establishing and maintaining a budget
- The permissible methods to be used to partially or completely terminate the agreement
- The permissible methods to be used to dispose of any property upon such termination
- Any other necessary and proper matters

In addition, agreements that do not create a separate entity must detail who will administer the cooperative undertaking (an individual or joint board) and specify how property will be acquired, held or disposed. It is important to note that if a joint board or separate entity is created it is considered a governmental body and must follow Iowa’s open meetings and open records laws.

When considering a 28E agreement, it is recommended city officials follow several steps so they are entering into a beneficial contract that is legally sound and protects the city’s interests. A crucial first step is to review current city services, supplies, equipment, staff and other resources to determine what must be done individually by the city and what could be done jointly with another entity. A review should not only look at potential cost savings, but also determine the value of the arrangement. While sharing services, equipment or facilities is often more efficient, it may not lead to improvements in effectiveness.

After identifying the service or items that could be done in a cooperative manner, cities should seek potential partners and hold preliminary discussions about a potential arrangement. Items to cover include the purpose of the partnership, what each entity will be required to do under the agreement, payments or budgets, and contract considerations such as insurance, indemnification and termination clauses. A draft agreement should be developed and shared with each entity along with their respective attorneys. Eventually, each party should receive a final version of the contract along with a form of resolution to be approved by the respective governing bodies. After the agreement has been approved and executed by all participating governing bodies, the agreement must be filed with the Secretary of State.

A 28E Checklist is available in the appendix of this report. Also, please visit the Member Resources area of the League Web site (www.iowaleague.org) for additional details on 28E agreements.

Partnering with Nonprofit and Private Entities

Many cities also collaborate with nonprofit and private entities to perform services. When working with nonprofit and private partners, many of the same tenets for contracting with public entities apply. Cities will want to thoughtfully review which services may be done better through a contract, consider potential partners and negotiate an appropriate agreement.

Nonprofit agencies are formed to provide a wide range of services, many times as a stand-alone operation but also at times in concert with multiple organizations. Some are organized to perform public services while others are designed for private purposes. Many cities partner with or belong to chambers of commerce, economic development associations, transportation planning agencies, convention and visitors bureaus, and other planning organizations, which are often set up as a nonprofit agency.

In any case, cities will want to review any nonprofit organization prior to forming an agreement to determine whether they are a suitable partner. Cities and other partners are often required to provide an annual payment for the service the nonprofit provides, and in some cases the nonprofit may represent the city. This speaks to the need to only work with partners the city trusts.

Similar reviews should be done prior to partnering with a private entity as city officials should be confident that city funds will be used appropriately and that the partner is able to perform the service under the arrangement. Cities frequently work with private entities for services such as snow removal, lawn care and more. While these are not often thought of as a true collaboration, the city still needs to use a process that provides the best service for the best price. Many cities use request for proposal/qualification and sealed bids processes to help select the best partner.

Public-private partnerships have been used for decades and are currently growing in popularity, although much of that growth has occurred outside of Iowa where there is no specific state law that addresses such arrangements (there are numerous state laws that indirectly permit public-private partnerships). The term public-private partnership could encompass a wide variety of things, but typically refers to a long-term contract between public and private entities (or multiple entities) for the shared delivery of a public service or good. In most cases, the public entity retains ownership of the infrastructure, facility or resource while the private entity provides daily operation and management. The benefits stem from leveraging the combined capital and resources of public and private partners to get a job done. In many partnerships the risk of financing a project largely shifts to the private entity while the public entity has the underlying responsibility as owner of the infrastructure or service.

Public-private partnerships, or P3s, are perhaps most frequently used for transportation infrastructure projects, although there is really no limit to how they can be employed. A common example is the construction of a road or highway – the public entity owns the road infrastructure, but contracts with a private entity to design, bid, finance and maintain the infrastructure. The public entity then makes annual payments to the private entity for the services provided.

Another example is a city-owned facility, such as a convention center or sports complex, where the city partners with a private entity for operations and maintenance. One more P3 example is a city collaborating with a developer on a project where the city provides funding or incentives under a development agreement. These are just a few examples of a P3, but there is little restriction in how they could be used to provide services, construct and maintain infrastructure, or finance needed projects.

Negotiation Strategies

Whether collaborating with a public, nonprofit or private entity, cities should use effective negotiation strategies to form partnerships that benefit all parties. Before entering actual negotiations, it is important to understand both what the city desires from the agreement as well as what the other entity may wish to achieve. Understanding how each party may benefit from collaborating will often lead to a successful partnership.

Cities should also know ahead of time who will represent the city during negotiations. In many smaller communities the mayor serves in this capacity, while in the larger communities the city manager or other key staff will likely represent the city. Whether it's the mayor, city manager or other city official, selecting a skilled negotiator is an important part of the process.

Use the City Attorney

Whether working to finalize a 28E agreement, negotiating with a non-profit organization or amending a service contract with a private contractor, cities are strongly encouraged to consult their city attorney. Any agreement or contract may bind the city to certain actions or payments, which speaks to the need for the city to use sound contracts that have been reviewed by its attorney.

As negotiations begin, it is often helpful for the interested parties to agree to the purpose of the collaboration. Whether it's sharing a service or a piece of equipment or jointly constructing a road, each entity should know exactly why they are forming a partnership. As with any contract there are numerous items that might be included. Cities will need to look at the responsibilities of each party, the cost of the service (whether the city is paying or receiving revenue under the agreement), insurance and indemnification clauses, provisions for extending the contract, and default and termination clauses. If a separate board is created to administer the agreement (such as a board or commission formed under a 28E agreement), the contract should include language on how board members are selected or removed, term lengths, rules of procedure and more. In some cases, real property, equipment or other resources may be purchased – contracts should specify the responsibility for such purchases, maintenance expectations and costs, and disposal of such property upon termination of the contract.

Each of those contract items are a potential source for negotiation, which does not always mean a debate may arise but does point to the need to be prepared to discuss them.

Negotiations do not end with a signed contract. In fact, the signing of a contract is just the beginning of a relationship, and all parties to an agreement should continually monitor operations and meet regularly to discuss any issues or ways to make improvements. If both sides keep the goal of mutual success in mind, negotiations should not impede progress.

Types of Collaboration

Cities collaborate in a variety of ways, limited only by any parameters established by local leaders. However, some city services, facilities and other resources are difficult to be done in a collaborative fashion. It may be difficult to share an employee or a piece of equipment that is frequently needed. It should also be said that not every potential partnership will benefit a city – certain partners or regional collaborations may work well for other entities but may not be the best fit for a particular community.

Type of 28E Agreement	2016 Total
Law Enforcement	169
Fire Services	94
Highway and Public Works	86
Transportation	9
Community & Neighborhood Services	47
General Management	7
Court & Legal Services	6
Other	140
Total	558

With that in mind, nearly all cities form at least a couple partnerships. Mutual aid agreements are quite common to help ensure emergency response is adequately covered in a geographical area. Most cities also belong to regional organizations such as a council of government or emergency management commission.

To help cities understand the types of collaboration being done and perhaps generate some ideas for local purposes, this section provides a review of 28E agreements that cities are part of as listed in the Iowa Secretary of State’s online database (www.sos.iowa.gov).

Law Enforcement

Many smaller communities in Iowa do not have the need or the capacity to staff and employ a city police department. However, all cities in the state are required to provide police protection in their community. This requirement comes from a 1997 Iowa Supreme Court Case that ruled cities must provide law enforcement in their communities. Importantly, the ruling did not specify how cities are to provide the service, which allows cities to determine what is needed locally.

Cities that do not own and operate a city police department are left to find a partner to satisfy the requirement of providing law enforcement. In many cases, this means contracting with the local county sheriff’s department under a 28E agreement. As the table above shows, law enforcement is the most commonly used 28E agreement, and the majority of such agreements are between a city and county sheriff for the provision of law enforcement to the city.

Most agreements between cities and county sheriff departments have blanket police coverage clauses for the sheriff’s department to uphold the laws of Iowa and respond to emergency calls. Aside from that main stipulation, differences are seen in whether the county sheriff will provide patrol for the city, how often local patrols may occur, the number of patrol hours per week or per month, and whether deputy sheriffs will enforce city codes.

All agreements address the cost of the service and specify the annual amount the city will pay to the county sheriff. Given the disparity of services a city may be receiving from the county sheriff, it makes sense that our research showed a wide range of per capita costs for cities using such contracts. As one could imagine, the more items a city included in the contract (i.e. additional patrol hours or enforcement of local codes) the higher the cost.

Utilizing the local county sheriff’s department is not the only option as a few cities contract with a neighboring larger city to provide police coverage. In some examples, a city with its own police department contracted with another agency to provide backup coverage for off-hours. Although rare,

cities may also join a Unified Law Enforcement District that allows several cities to partner with a county sheriff for coverage. Other types of agreements include covering special events, joint dispatch and communications, special investigations, task forces and mutual aid.

Fire Services

Another frequent use of 28E agreements can be found in fire protection. The most common example is a city providing fire protection services to neighboring townships. Most townships are unable to staff and equip their own fire department and turn to a nearby city for coverage. The townships then pay for such services through the agreement with the city.

What is unique to this arrangement is that townships have a dedicated property tax levy in the *Code* to support fire protection and emergency medical services which permits township trustees to levy up to 40.5 cents per \$1,000 of taxable property valuation (a higher levy is available to townships in special circumstances, including those in a county with a population of more than 300,000). The *Code* also allows for a supplemental levy of up to 20.25 cents if the base level of support is not adequate.

Not all cities have their own fire department, but they still must find a partner to provide coverage as Section 364.16 of the *Code* requires each city to provide for the protection of life and property against fire. Some cities in this scenario work with another city that has a fire department, while others contract with a local fire association that has been separately formed. Another, unique arrangement is a benefited fire district. These exist as stand-alone agencies that area communities can belong to, paying an annual fee for fire protection. However, current state code does not allow the creation of any new benefited fire districts.

Whether providing service to a township or paying for service from another community, cost sharing is an important element to agreements. In many examples, cities and their partners have agreed to a formula that accounts for the taxable property value of the area served, amount of response calls in the area and the costs for providing service. It is also vital to detail insurance coverages and costs – these are especially important for fire service contracts given the danger and risk of the work.

Highway and Public Works

Many cities collaborate with other communities, county governments and state agencies to conduct road projects and other public works activities. Numerous agreements are formed to provide snow and ice removal. In some cases the county performs the service on city roads on the outskirts of town, while in other cases the city clears snow from county roads as they have easier access.

Another basic agreement that many cities use is for annual maintenance of roads in which both the county and city have a vested interest. Such agreements often include provisions for routine maintenance, filling potholes, graveling, clearing vegetation and more. It is common for these types of contracts to call for both entities to provide services as required and for the respective public works departments to communicate needs and make arrangements.

Some contracts were also used for the joint construction of a road, bridge or other infrastructure. These are typically more of a “one-off” partnership that is formed for the sole purpose of the project but ends when the project is complete. Even so, it is important to use 28E best practices to make sure each entity does what is required and constructs quality infrastructure for the community.

Community & Neighborhood Services

A number of cities use agreements to share the use of facilities, particularly with local school districts, enabling area students to utilize a city park facility, shelter, recreation center and more. Similarly, it's common for cities to work with local schools for the use of the city library as well as jointly operate youth programming.

The use of the library is also the basis for another type of agreement that gives another city's residents access to the facility and resources. Not all cities own and operate a library, so partnering with a city that does have a local library gives citizens an opportunity to utilize a library. Cities also frequently work with their county to provide library services to county residents.

Other common agreements in this field pertain to zoning and land use, including annexation agreements between two or more cities along with affected counties. These agreements help each entity understand growth and development plans for the area, what each city is able to provide for services, what services are needed to be brought to an area that has been targeted for development, and any limitations or restrictions on areas that may be annexed. Zoning is another source of agreements, particularly for cities that have extended zoning outside city limits and within a two mile radius (as permitted under Section 414.23 of the *Code*).

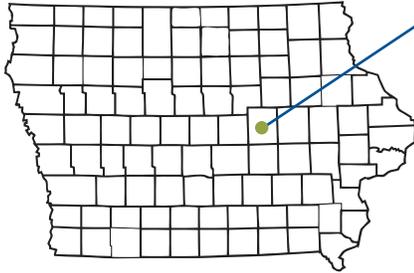
Other

There is a wide range of other agreements that cities use to get the job done. Some examples include sharing of equipment, fleet management and offsite backup equipment or resources. Many cities use agreements with their local county to help collect unpaid parking fees and other city costs since the county has contact with city residents when doing vehicle registrations.

Several cities partner with the county and local nonprofits for transportation services, such as para-transit operations, bus services in a metro area, traffic control and more. Many also have contracts with state agencies for liquor licensing, tobacco permitting and related enforcement.

Collaboration Case Studies

The following are examples of how cities collaborate with partners to provide quality services to citizens in an effective, efficient way. Some show tried-and-true methods while others may be more unique. In any case, these examples help illustrate how cities can successfully work with others.

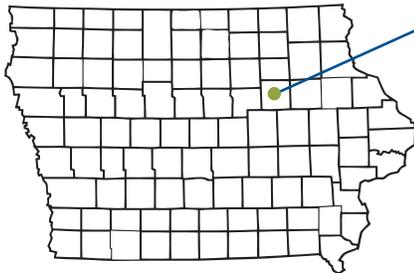


Garwin and Tama County
Purpose: Law Enforcement
Population: Garwin (527)
County: Tama

The most common use of 28E agreements, many smaller communities in Iowa partner with their local county sheriff’s department to provide law enforcement. In Garwin, the city has partnered with the Tama County Sheriff since the city’s lone police officer retired many years ago. As a city of 527 residents, there is no need for a full-time local police force, but citizens still need police protection from time to time.

Under the city and county law enforcement agreement, the Tama County Sheriff agrees to provide up to 40 hours of patrol per month along with responding to emergency calls. The sheriff’s department agrees to enforce state and city ordinances and makes monthly reports to the city summarizing enforcement activity. Interim reports are also submitted on other matters not considered routine.

While residents may prefer to have their own city police officer, the arrangement with the county sheriff works well and provides a necessary service at a cost the city can afford. Additionally, the sheriff’s department has been able to add patrol hours or address certain issues as needed. The agreement is reviewed annually and adopted by the council with any modifications both parties agree to.



Elk Run Heights and Evansdale
Purpose: Law Enforcement
Population: Elk Run Heights (1,117) Evansdale (4,751)
County: Black Hawk

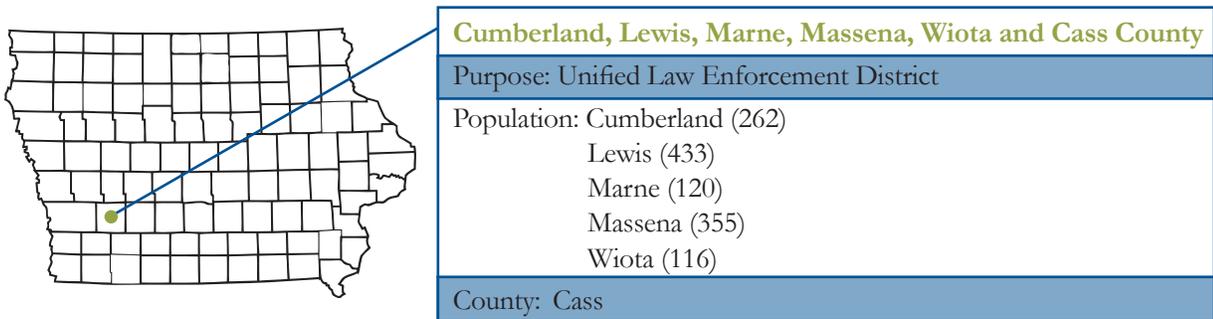
The cities of Elk Run Heights and Evansdale are tied together in more ways than one. With borders that touch and a major thoroughfare that connects them, these two communities just east of Waterloo have much in common. That relationship enabled city leaders to collaborate on a law enforcement agreement to provide coverage by the Evansdale police department for the residents in Elk Run Heights.

Like many small cities, Elk Run Heights had long used the local county sheriff’s department for law enforcement. While the city had no complaints with their county partners, a better opportunity was found with their neighbors in Evansdale. As a larger community Evansdale staffs a police department with more than 15 full-time, part-time and reserve officers. Given the proximity and geography of the communities, Evansdale officers often traveled through Elk Run Heights and were first responders to emergency calls in both communities.

With that as a backdrop, city leaders from both communities realized it may be more cost effective to work with one another on a law enforcement agreement. Elk Run Heights could save on annual contract costs while Evansdale could better utilize its police force that was already active in both cities.

Eventually, the two cities agreed that Evansdale would provide 25 hours of random patrol in Elk Run Heights per week along with other requests throughout the year. Evansdale enforces state laws and the city code of Elk Run Heights while also attending court and administrative hearings upon request.

The arrangement has led to significant cost savings and better local service. The Evansdale police chief regularly attends Elk Run Heights city council meetings and provides reports on law enforcement activities. Perhaps most important, the agreement has brought the two communities together in a way that may not have been possible a short time ago. The mayors and staff members from each city work well together and have made a commitment to further collaborate and find ways both can benefit.

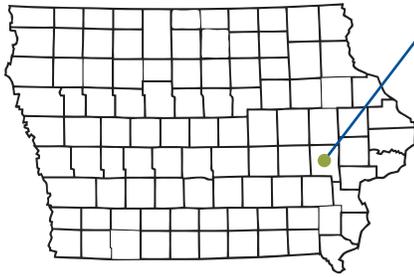


A unique use of Chapter 28E, Unified Law Enforcement Districts allow multiple partners to come together to form an agreement for law enforcement coverage. In Cass County, the cities of Cumberland, Lewis, Marne, Massena and Wiota established such a district with the county sheriff in 2008 and have continued to benefit from the partnership.

Sections 28E.21-28 allow for unified law enforcement districts and have special provisions for this type of joint powers agreement, which includes the ability to implement a property tax levy to support the district (if approved by voters) and the creation of a separate agency to administer the district and maintain a budget. The five cities in Cass County created a public safety commission to administer the district with membership comprised of the mayor from each participating city. The commission oversees the district while the city clerk from Lewis serves as the clerk for the commission to help monitor the budget and operations.

Under the agreement each city pays \$15 per capita to support the district. Collectively, this covers the cost of the law enforcement service from the Cass County Sheriff’s Department. The sheriff’s department agrees to enforce state laws as well as the respective city laws for each member. The contract stipulates that any equipment, vehicles or property purchased or held during the agreement is in possession of the Cass County Sheriff’s Department, which is also responsible for maintenance of any equipment, vehicles or property.

While rare, Unified Law Enforcement Districts offer cities the ability to collaborate under one agreement to find solutions that benefit each member. They also allow for more efficient law enforcement delivery from the county sheriff’s department through the ease of working with one group rather than several individual cities.



Solon and Big Grove, Cedar and Newport Townships
Purpose: Joint Fire Protection and Emergency Medical Response Agency
Population: Solon (2,037)
County: Johnson

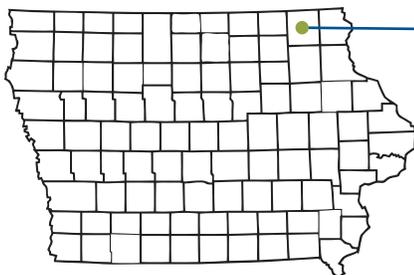
Many cities contract with neighboring townships to provide fire protection services. However, city leaders in Solon formed an interesting collaboration with three local townships to create a joint agency to deliver fire protection and emergency medical response to area residents.

Prior to the creation of the new agency, Solon’s city fire department covered the neighboring townships of Big Grove, Cedar and Newport, which then paid the city for the service. As the city was going through an annual audit it was suggested that the city and its township partners might be able to find a better way of handling their arrangement. Several meetings were held to discuss ideas with township trustees, township clerks, an assistant county attorney, and city council members all present along with key city staff such as the fire chief. While the conversations were difficult at times, the group kept their eye on the goal of improving fire protection and emergency response for the area.

Eventually, city and township leaders agreed to form a separate agency to administer the service with the assistant county attorney and city attorney helping draft the legal documents to ensure all parties were protected. The agency is governed by a board of directors that has four members – one from each township and one from the city.

The board has the authority to oversee all operations of the agency, including maintaining a budget, setting user fees, contracting with public or private entities, appointment of personnel, obtaining insurance, acquiring land and capital assets, and other day-to-day matters. To fund the agency each entity is required to use the maximum levy allowed by law for fire protection services (with Solon appropriating an amount using the township levy rate multiplied by the city’s total assessed value). The board also is directed to appoint a clerk to assist with accounting, receipt of revenues, payment of claims, maintaining records and other matters.

Each entity also agreed to convey all fire protection and emergency response facilities, equipment and vehicles to the agency. From the community’s perspective, little has changed – the same firefighters and EMTs respond to the same calls while the facilities and equipment are in the same places. The biggest change, though, has been the cooperation between the city and townships leading to improved services in the area.

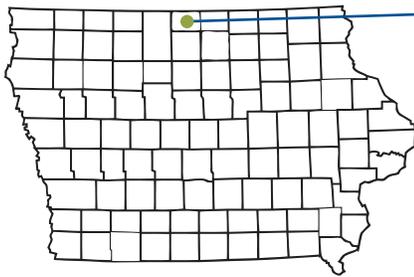


Calmar, Ossian, Spillville and Northeast Iowa Community College
Purpose: Joint Administration of Recreational Activities
Population: Calmar (978) Ossian (845) Spillville (367)
County: Winneshiek

A common reason to collaborate with others is the difficulty for an individual city to solely fund and operate a particular service. Working with others enables a city to provide a valuable service to citizens in a reasonable manner. One such service is recreational programming, which many cities provide through their own means but may be able to broaden their offerings through a joint effort.

The cities of Calmar, Ossian and Spillville recently partnered with Northeast Iowa Community College, located in Calmar, for the joint administration of recreational activities. The agreement calls for the creation of a joint board to administer the partnership and consists of a five members – one each from the participating entities along with an at-large member as selected by the group.

The purpose of the collaboration is to promote recreational programs in the respective communities for youth and adults. To that end, the joint board is permitted to hire a recreational director to help coordinate programming, work with each city to promote available programs and manage the budget. Each city contributes funding to the partnership while the community college provides office space and support.



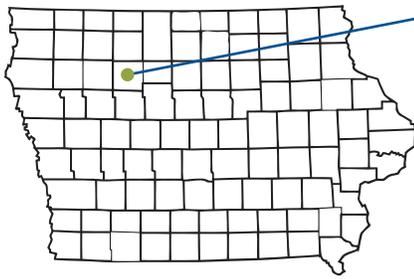
Forest City and Forest City Community School District and Waldorf University
Purpose: Creation and Operation of Fine Arts Center
Population: Forest City (4,151)
County: Winnebago

In some cities residents are highly supportive of adding a service, program or facility to the community, but the city government is unable to offer it without the help of others. In Forest City, residents wanted to add a fine arts center to the community, and through that support a partnership was formed between the city, school district and Waldorf University.

Given the unique nature of the partnership and the end goal of building a new facility, much planning was needed to get each entity on the same page. Eventually, it was agreed the fine arts center would be built on city-owned property with the city being the owner of the facility. The school district took the lead on the construction project and worked to design and bid it as mutually agreed. The university serves as the managing agent to help oversee operations and schedule events. Each partner committed \$2 million to the project, and construction began in early 2017; the center is expected to be open in 2018.

The fine arts center is run by a separate board that includes two members from each entity. The board is given the responsibility of managing the budget, overseeing operations, reporting activities, forming contracts with other parties for events and acts, setting rates for rentals and more.

When completed, the nearly 30,000 square foot facility will provide educational opportunities to local high school and college students as well as a valuable cultural asset that offers plays, musicals, concerts and other community events. With more than 600 in seating, an art gallery, orchestra pit, banquet space and more, the fine arts center will serve the community in ways previously not possible and enrich the lives of citizens.



Fonda, Gilmore City, Havelock, Laurens, Palmer, Plover, Pocahontas, Rolfe, Varina and Pocahontas County Economic Development Commission

Purpose: Creation and Operation of Economic Development Commission

Population: Fonda (631)	Plover (77)
Gilmore City (504)	Pocahontas (1,789)
Havelock (138)	Rolfe (584)
Laurens (1,258)	Varina (71)
Palmer (165)	

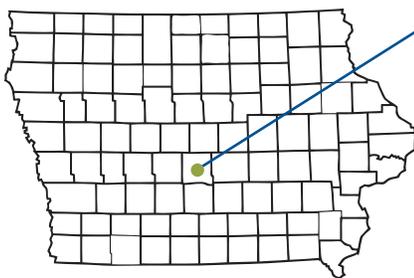
County: Winneshiek

Economic development is prioritized by many city governments around the state as local leaders continually look for ways to grow their community. Through those efforts, regional economic development groups have come together as a way to pool the resources of multiple entities in the hopes of boosting development for all in the area.

One such example can be found in Pocahontas County where nine cities partnered to form a regional economic development collaboration. The joint effort assists member communities to enhance, fund and implement programs to support economic development and quality of life initiatives.

A separate board governs the collaboration, made up of seven representatives – five from the member cities, one from the Pocahontas County Board of Supervisors and one from the private sector. An advisory committee of eight members is also used to help shape the commission’s efforts. The board is tasked with developing an economic development plan, maintaining a budget and overseeing all activities. The commission has two staff members employed to carry out the board’s directives, including securing grants and other financial assistance, working with county and city officials on development projects, and representing the region to the benefit of all.

Getting nine cities along with the county and other partners on the same page has been challenging at times. However, improved communication and planning has ushered in a new and improved era for the group, an important lesson for any regional collaboration.



Des Moines and Local Private Partners

Purpose: Public-private partnerships for golf course, zoo and Botanical Center operations

Population: Des Moines (203,433)

County: Polk

The city of Des Moines is a leader in utilizing public-private partnerships to offer improved city services in a more efficient manner. Collaborating with private entities has enabled the city to continue providing important city programs through its municipal golf courses, Greater Des Moines Botanical Garden and Blank Park Zoo while also giving the city more budget flexibility.

Des Moines owns three municipal golf courses – Grandview, Blank and Waveland. While each provides quality recreational opportunities and event space, like many city golf courses the budget was at times tough to manage. To help alleviate annual budget pressure, the city turned to a private partner in the C Corporation, which is a locally-owned company that provides golf course management. Under the agreement, C Corporation operates the golf courses, from daily management to maintenance to handling events. Golf course finances have improved dramatically since the partnership began,

resulting in net revenues being returned to the city and enabling the completion of significant capital projects.

The city also owns the Greater Des Moines Botanical Garden, opened in 1979 as a center for educational and entertainment opportunities. Several years ago the botanical garden faced financial difficulties and the city turned to a private partner to help share the burden. Through its agreement with the Greater Des Moines Botanical Corporation, the city leases the botanical garden and adjacent grounds to its partner. The corporation provides all management of the facility, including operations, maintenance and more. The city continues to contribute annual funds to support the botanical garden, while the partnership has opened more doors to private support. Finances have improved, and the botanical garden has recently completed several major upgrades.

The city struck a similar deal for the operation of Blank Park Zoo with the A.H. Blank Park Zoo Foundation. The foundation has operated the zoo since 2005 with the authority to provide daily management as well as develop new exhibits, fundraising campaigns and capital projects. The zoo has recently benefited from a variety of major improvements to infrastructure and facilities, leading to increases in annual attendance and expanding its role as a cultural centerpiece. The city has contributed funding to help complete capital projects and continues to support zoo activities while shifting control of zoo management to the foundation. As in the golf course and botanical garden examples, partnering with the zoo foundation has provided the city more financial flexibility while improving a highly-valued public service.

28E Checklist

Many cities use 28E agreements with other governmental entities to perform services, share facilities and equipment, and make efficient use of resources. The 28E Checklist is provided by the Institute of Public Affairs at the University of Iowa, which can be contacted at (319) 335-4520 or www.ipa-uiowa.org.

Preparation of 28E Agreements

The preparation of a cooperative agreement for any governmental service merits a comprehensive review process. The following is a step-by-step process that may be utilized in the preparation of a 28E written agreement or any cooperative agreement. It is recommended the most current version of Chapter 28E of the *Code of Iowa* be reviewed prior to preparing a written agreement.

- 1. Clearly define the governmental service or cooperative effort to be undertaken.
- 2. Identify the governmental entities that will participate in the cooperative arrangement.
- 3. Prepare a “working draft” of the agreement that can be copied to all the governmental entities and request comments, suggestions and questions.
- 4. Make the recommended changes, and schedule a meeting with one representative from each governmental entity to review the “working draft”, make additional changes and discuss the approval process.
- 5. Present the proposed agreement to legal counsel for review and comment.
- 6. Send copies of the agreement to the governing bodies, along with a model resolution approving the agreement.
- 7. Circulate the approved agreement among all the entities for the appropriate signatures.
- 8. File a copy with the Secretary of State.
- 9. Provide one originally-signed copy to all the entities that are parties to the agreement.

***Code of Iowa* Content Requirements of 28E Agreements**

The contents of the written agreement will vary depending upon the services provided, the entities involved and the nature of the agreement. The following is a listing of the required sections of a written agreement under Chapter 28E:

- 1. A title that identifies the entities and the nature of the agreement.
- 2. The duration of the agreement.
- 3. The precise organization, composition and nature of any separate entity created.
- 4. The powers delegated to any separate entity that is legally created.
- 5. The purpose of any separate entity and a statement noting that a new public corporation has been formed.
- 6. The manner of financing the joint undertaking.
- 7. The manner of establishing and maintaining a budget for the separate entity.
- 8. The permissible method used to partially or completely terminate the agreement.
- 9. The permissible method to be employed to dispose of property in the event of termination.
- 10. Adequate space for the signatures of the authorized officials of the entities and the date of signing of the agreement.
- 11. A model resolution for use by the governing bodies that summarizes the intent of the agreement, the approval of the agreement and the authorization for the appropriate officials to sign the agreement.
- 12. The effective date of the agreement.
- 13. Provision for an administrator of a joint powers board responsible for administering the undertaking.
- 14. The manner of acquiring, holding and disposing of real and personal property used in the cooperative venture.

Additional Provisions Suggested for 28E Agreements

In addition, there are other provisions that may be included in written agreements for governmental services sharing arrangements. These provisions are not necessarily required by the *Code of Iowa*, but they are recommended and should be considered.

- 1. Detailed explanation of the financial plan of the entity.
- 2. Provisions regarding the insurance coverage of the entity.
- 3. Compensation, if any, for the officers and staff of the entity.
- 4. Explanation of records and reports that need to be maintained and filed.
- 5. General review of the responsibilities of each entity or party to the agreement.
- 6. The type of relationship, if any, that has been established as a result of the agreement.
- 7. Termination of the agreement, including the disposal of any assets.