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INTERGOVERNMENTAL AGREEMENT BETWEEN WOODBURY COUNTY, IOWA, THE WOODBURY COUNTY ATTORNEY, AND THE CITY OF CUSHING, IOWA RELATING TO THE PROSECUTION OF MUNICIPAL INFRACTION VIOLATIONS – SPECIFICALLY NUISANCE VIOLATIONS OCCURING WITHIN WOODBURY COUNTY, IOWA

This Agreement is made and entered into by and between the City of Cushing, Iowa (hereinafter referred to as “City”), Woodbury County, Iowa (hereinafter referred to as “County”), and the Woodbury County Attorney (hereinafter referred to as “County Attorney”) to be effective on 31st day of March, 2026.

WHEREAS, Section 28E.12 of the Iowa Code specifically allows a political subdivision of the state to contract with another political subdivision to perform any governmental service, activity, or undertaking which either of the political subdivisions is authorized by law to perform; and

WHEREAS, pursuant to Iowa Code section 331.756(1), the County Attorney is vested with the authority to prosecute persons charged with violating a State law. Thus the County Attorney has authority to prosecute State simple misdemeanor violations occurring in Woodbury County, Iowa; and

WHEREAS, pursuant to Iowa Code section 364 and the City of Cushing Municipal Code which is the International Property Maintenance Code, the City is authorized to prosecute municipal infraction violations – specifically nuisance violations occurring in Cushing, Woodbury County, Iowa; and

WHEREAS, City and County and County Attorney desire to enter into an agreement, pursuant to Chapter 28E of the Code of Iowa, providing authority for the County, through the County Attorney or an Assistant County Attorney, to prosecute City municipal infraction violations – specifically nuisance violations occurring within Woodbury County, Iowa.

NOW, THEREFORE, it is agreed by and between the City and County and County Attorney as follows:

1. DURATION: This agreement is not limited to a specific time period and will continue until terminated.
 - a. The County, through the County Attorney, shall have sole discretion on which cases it will handle on behalf of the City.
 - b. This agreement may be terminated at any time by either the City, County, or County Attorney, by giving each of the other parties seven days written notice in advance of the termination date.

2. PURPOSE: The purpose of this agreement is as follows:

- a. To permit the County, through the County Attorney's Office, to assist the City by prosecuting the City municipal infraction violations – specifically nuisance violations occurring in Woodbury County, Iowa.
- b. To provide the County, through the County Attorney or an Assistant County Attorney, with authority to prosecute City municipal infraction violations – specifically nuisance violations occurring within the city of Cushing in the absence of a City Attorney.
- c. To enable the County, through the County Attorney or an Assistant County Attorney, to enter into plea agreements to resolve City municipal infraction violations – specifically nuisance violations where the interest of justice is better served.

3. POWERS OF THE COUNTY and COUNTY ATTORNEY: The powers of the County, through the County Attorney or an Assistant County Attorney, acting under the terms of this agreement shall be able to:

- a. Prosecute City municipal infraction violations – specifically nuisance violations
- b. To enter into plea agreements to resolve City municipal infraction violations – specifically nuisance violations where the interest of justice is better served.

4. RESPONSIBILITIES OF THE COUNTY, THROUGH THE COUNTY ATTORNEY OR AN ASSISTANT COUNTY ATTORNEY:

- a. The County Attorney or an Assistant County Attorney prosecuting a City municipal infraction violation – specifically nuisance violations shall diligently perform the duties of a prosecuting attorney to the best of their ability and shall meet and maintain all professional standards required by a prosecutor throughout the prosecution of the City case.
- b. The County, through the County Attorney or an Assistant County Attorney, shall assume the responsibility and handle any appeal from the judgment of the trial court involving a City municipal infraction violation – specifically nuisance violations until a final judgment is rendered. The decision on whether to appeal a trial court ruling lies solely with the County Attorney.
- c. No separate legal entity is created by the terms of this agreement.

- d. The County shall pay the regular salary of the respective County Attorney and the respective assistants.

IN WITNESS WHEREOF the parties have executed this Agreement on this 23rd day of March, 2026.

CITY OF CUSHING, IOWA

By: [Signature]

Title: Mayor

Attest: [Signature]

Title: clerk

WOODBURY COUNTY, IOWA

By: [Signature]

Title: Chairman

Attest: [Signature]

Title: Auditor/Recorder

WOODBURY COUNTY ATTORNEY

[Signature]
James Loomis

Attest: [Signature]

Title: Woodbury County Attorney