

July 1, 2025

The Benton County Board of Supervisors met in regular session with Supervisors Seeman, Tippet and Volz present. Chairman Seeman called the meeting to order at 9:00 a.m. at the Benton County Service Center. Members of the public are invited to join in during open session or watch the livestream at <https://www.youtube.com/bentoncountyiowa>. *Full Resolutions will be available in the Auditor's office and at: www.bentoncountyiowa.gov*

Volz moved/ Tippet seconded: To approve the agenda. Tippet, Seeman and Volz voting aye. Motion carried.

Tippet moved/ Volz seconded: To approve the minutes of June 24, 2025. All members voting aye. Motion carried.

Tippet moved/ Volz seconded: To approve the revised minutes from June 10, 2025 and June 17, 2025.

Tippet moved/ Volz seconded: To acknowledge Mark Johnson's retirement from the Sheriff's office. Tippet, Seeman and Volz voting aye. Motion carried.

Volz moved/ Tippet seconded: To approve Resolution # 25-56, Enter into 28E Agreement for housing Polk County Inmates. Tippet, Seeman and Volz voting aye. Motion carried.

RESOLUTION #25-56

28E AGREEMENT FOR BENTON COUNTY TO HOUSE POLK COUNTY INMATES

WHEREAS, Benton County Sheriff's Office has agreed to assist the Polk County Sheriff's office in providing jail services to inmates;

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the Benton County Sheriff's office agree to the term and to house up to 10 Polk County Inmates for a fee of \$60 per day;

IT IS NOW AGREED that Benton County will enter into the 28E agreement with Polk County pursuant to Chapter 28E of the Code of Iowa.

Approved on this 1st day of July, 2025.

Tracy Seeman, Chairman

Ronald Tippet

Bruce Volz

ATTEST: _____

John Martin, Deputy Benton County Auditor

**AGREEMENT FOR DETENTION SERVICES
Pursuant to Iowa Code Chapter 28E**

THIS AGREEMENT FOR DETENTION SERVICES ("Agreement") is made and entered into this ____ day of _____, 2025, ("Effective Date") by and between Benton County, Iowa, a governmental entity and political subdivision of the State of Iowa, acting by and through the Office of the Benton County Sheriff ("Benton County") and Polk County, Iowa, a governmental entity and political subdivision of the State of Iowa, acting by and through the Office of the Polk County Sheriff ("Polk County"), pursuant to Iowa Code Chapter 28E. Benton County and Polk County may hereinafter be referred to individually as "Party" and/or collectively as "Parties."

WHEREAS, the purpose of Iowa Code Chapter 28E 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; and

NOW THEREFORE, the Parties do hereby agree as follows:

ARTICLE I – JOINT EXERCISE OF POWERS

- A. Purpose: The purpose of this Agreement is to establish and memorialize the terms, duties and responsibilities of the Parties in which the Benton County Sheriff shall provide Benton County jail facilities, which meets the requirements of Chapter 356 of the Code of Iowa for the purposes of housing pretrial detained persons committed inmates, who would otherwise be detained in the Polk County Jail

ARTICLE II – TERM

- A. This Agreement shall be effective upon its approval and execution by both Parties and its recording with the Secretary of State and shall expire on June 30, 2027, unless terminated earlier by either Party in accordance with Article IX of this Agreement. The Parties may upon mutual agreement renew the Term of his Agreement for an additional one (1) to three (3) year term.

ARTICLE III – FILING

- A. Pursuant to Iowa Code section 28E.8 Polk County shall electronically file this Agreement with the Iowa Secretary of State, after the Parties have approved and executed this Agreement.
- B. Any amendment, modification, or termination of this Agreement will be filed by Polk County with the Iowa Secretary of State pursuant to Iowa Code section 28E.8

ARTICLE IV – ADMINISTRATION

- A. Pursuant to Iowa Code section 28E.6, both the Polk County Sheriff and Benton County Sheriff shall each designate Administrators responsible for administering this joint Agreement.

ARTICLE V – DUTIES OF THE PARTIES

- A. POLK COUNTY
 - 1. Polk County shall provide Benton County with notice and make prior arrangements before delivering detainees/inmates.
 - 2. Polk County shall provide all transportation of Polk County detainees/inmates confined in the Benton County jail facility which might be necessary for any reason, including but not limited to transportation to and from the Polk County and Benton County jail facilities.
- B. BENTON COUNTY
 - 1. Benton County shall provide safe and suitable jail facilities as defined in Chapter 356 of the Code of Iowa, for all acceptable detainees/inmates who are lawfully committed to the charge and custody of the Polk County Sheriff and transportation to Benton County's jail facilities by Polk County.
 - 2. Benton County shall have sole discretion in determining whether or not a prisoner is acceptable and shall not be obligated to accept detainees/inmates if Benton County determines it would cause exceptional circumstances to house the detainee/inmate in the Benton County jail facility.

3. Benton County shall perform the duties and responsibilities of County Sheriff as keeper of the county jail facility as required by Chapter 356 of the Code of Iowa, with respect to detainees/inmates transported by Polk County.

ARTICLE VI – COMPENSATION

- A. Polk County shall pay Benton County the sum of \$60.00 per prisoner per day of detention. For the purposes of this paragraph, a day shall be deemed to be a 24-hour period commencing with the arrival of the detainee/inmate at the Benton County jail facility. Benton County shall be compensated at one-half the daily rate for a prisoner confined for less than four hours of any day and at the full daily rate for a prisoner confined for four (4) hours or more of any day.
- B. Polk County shall reimburse Benton County for any and all necessary medical expenses incurred by Benton County on behalf of Polk County's detainee/inmates.
- C. Benton County shall bill Polk County on a monthly basis for services provided pursuant to this Agreement by submitting an itemized statement of the Detention Services provided during the past month.

ARTICLE VII – CONFIDENTIAL INFORMATION

- A. The Parties shall safeguard all confidential information, documents, records and reports as required by law including, but not limited to, Chapter 690 and 692 of the Code of Iowa.
- B. The Parties shall implement security processes and procedures to reasonably prevent unauthorized release or disclosure of confidential information.
- C. Benton County shall not further disclose or disseminate Protected Health Information and other confidential information obtained by Polk County and subsequently provided to the Benton, except as authorized pursuant to 45 CFR 164.512(g).

ARTICLE VIII – OPEN RECORDS AND MEDIA REQUESTS

- A. The Parties shall communicate and coordinate on any and all open records request, pursuant to Iowa Code Chapter 22, so that both Parties comply with their respective legal obligations under the law.

ARTICLE IX – TERMINATION

- A. For Convenience.
 1. Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party not less than thirty (30) days prior to the proposed termination date. The effective date of termination will occur thirty (30) days following receipt of written notice or upon a later termination date agreed upon by the Parties in writing.

ARTICLE XIV – INDEMNIFICATION

- A. To the extent permitted by the Constitution and laws of the State of Iowa, the Parties shall indemnify, defend and hold harmless each other from and against any and all losses, costs, penalties, fines, damages, claims, demands, actions, expenses (including attorney's fees) or liabilities arising from an individual Party's own acts, errors, omissions, or negligence in the performance of that Party's Duties under the terms of this Agreement or required by law. Nothing in this Agreement shall be construed as a waiver of any governmental immunities available to the County, pursuant to Chapter 670 of the Code of Iowa, as it now exists or may be amended from time to time.

ARTICLE XV – MISCELLANEOUS

- A. Entire Agreement
This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and shall supersede (stand in place of) all prior or contemporaneous discussion(s), agreement(s), and representation(s) whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations,

correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

B. Headings/Captions

The section headings, subheadings, and captions contained in this Agreement are included for reference and convenience only and shall not enter into the interpretation of the Parties' obligations under this Agreement, nor limit or otherwise affect the terms of this Agreement.

C. Amendments

The terms and provisions of this Agreement may only be amended by the prior express written mutual consent of the Parties.

D. Counterparts / Execution

This Agreement or any written Amendments may be executed in multiple counterparts, each of which when so executed shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic means, including e-mail, electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e., "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.

E. Non-Assignment

The IOSME shall not assign its obligations or Duties under the terms of this Agreement without the prior express written consent of the County.

F. No Legal Entity

Nothing in this Agreement shall be construed to create a new or separate legal or administrative entity, nor shall a joint board be created for the administration of this Agreement.

G. Severability

In the event any portion or provision of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable under applicable law: (1) this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement; and (2) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision(s) by such as has the effect nearest to that of the provision being replaced. The remaining portions or provisions shall remain in full force and effect.

H. Waiver

The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or conditions of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

I. Notice

1. Polk County:
Office of the Polk County Sheriff
ATTENTION: Chief Cory Williams
1985 NE 51st Place
Des Moines, IA 50313

2. Benton County:
Office of the Benton County Sheriff
ATTENTION: Sheriff
113 E. 3rd Street
Vinton, IA 52349

J. Governing Law

This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Benton County, Iowa

Polk County, Iowa

David Upah
Sheriff, Benton County, Iowa

Kevin J. Schneider
Sheriff, Polk County, Iowa

Date

Date

Tippett Moved/ Volz seconded: To approve Resolution #25-57, Enter 28 E for sharing dispatch services with the cities of Belle Plaine, Urbana and Vinton. Tippett, Seeman and Volz voting aye. Motion carried,
RESOLUTION #25-57

AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES

WHEREAS, Benton County Sheriff's Office and the Cities of Belle Plaine, Vinton and Urbana are all public agency's as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that Benton County Sheriff's Office is willing to provide law enforcement dispatch services under the terms set forth within the 28E agreement;

IT IS NOW AGREED that Benton County will enter into the 28E agreement with the City of Belle Plaine, City of Vinton and City of Urbana above pursuant to Chapter 28E of the Code of Iowa.

Approved on this 1st day of July, 2025.

Tracy Seeman, Chairman

Ronald Tippet

Bruce Volz

ATTEST: _____

John Martin, Deputy Benton County Auditor

28E AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES
Between the Benton County Sheriff's Office and the Cities of Belle Plaine, Vinton, and Urbana,
Iowa
Date: April 22, 2025

This Agreement is entered into pursuant to Iowa Code Chapter 28E by and between the **Benton County Sheriff's Office** ("Sheriff's Office") and the **Cities of Belle Plaine, Vinton, and Urbana**, each of which operates a municipal law enforcement agency (collectively referred to as the "Cities").

I. Purpose

The purpose of this Agreement is to establish a cooperative arrangement in which the Benton County Sheriff's Office will provide centralized law enforcement dispatch services to the Cities of Belle Plaine, Vinton, and Urbana. This shared arrangement is designed to promote operational efficiency, equitable cost-sharing, and high-quality service delivery.

II. Duration

This Agreement shall commence on **July 1, 2025**, and shall remain in effect through **June 30, 2026**, unless terminated earlier as provided in Section VIII.

III. Scope of Services

The Sheriff's Office agrees to provide the following dispatch services to each participating City's police department:

- 24/7 radio dispatching and call routing
- Emergency and non-emergency call handling for law enforcement services
- Communication coordination among field units and support services
- Access to and notifications via Iowa Systems, as applicable

IV. Payment and Cost Allocation

For Fiscal Year 2026, contract rates will remain unchanged. Each City agrees to pay the following annual and quarterly fees for dispatch services, effective July 1, 2025:

- **City of Belle Plaine:** \$18,200 annually / \$4,550 per quarter

- **City of Vinton:** \$26,500 annually / \$6,625 per quarter
- **City of Urbana:** \$9,287 annually / \$2,321.75 per quarter

Additionally, each City shall pay the full amount billed under the **Quarterly Iowa System Invoice**.

All payments are due within **30 days of invoice receipt** and shall be made payable to the **Benton County Sheriff's Office**.

V. Records and Call Tracking

The Sheriff's Office will maintain accurate records of dispatch activity by City, using ORI codes and Call for Service data. These records shall be available for review upon request and will inform future rate assessments and contract adjustments.

VI. Suspension or Dissolution of Local Law Enforcement

This Agreement remains valid only while each City maintains an active, operational police department. If a City disbands or suspends its law enforcement operations, its obligations under this Agreement will terminate as of the effective date of such change.

VII. Termination

Any party to this Agreement may withdraw by providing **30 days' written notice** to the other parties. In such cases, fees will be prorated to the date of termination, and any unpaid balances will remain due.

VIII. Liability and Insurance

Each party is solely responsible for the actions of its personnel and shall maintain adequate liability insurance or self-insurance in accordance with Iowa law.

IX. Filing and Documentation

Pursuant to Iowa Code §28E.8, this Agreement shall be filed with the **Iowa Secretary of State**.

X. Entire Agreement

This document represents the complete agreement among the parties regarding the subject matter herein. Any changes or amendments must be made in writing and signed by all parties.

Signatures

City of Belle Plaine

By: _____

Name:

Title:
Date: _____

City of Vinton

By: _____
Name:
Title:
Date: _____

City of Urbana

By: _____
Name:
Title:
Date: _____

Benton County Sheriff's Office

By: _____
Name: David B. Upah
Title: Sheriff
Date: _____

Tippett moved/ Volz seconded: To approve Resolution #25-58, Enter 28 E for jointly utilizing the law enforcement mental health liaison with the cities of Belle Plaine, Urbana and Vinton. Tippett, Seeman and Volz voting aye. Motion carried,

RESOLUTION #25-58

AGREEMENT FOR JOINTLY UTILIZING THE LAW ENFORCEMENT MENTAL HEALTH LIAISON

WHEREAS, Benton County Sheriff's Office and the Cities of Belle Plaine, Vinton and Urbana are all public agency's as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that Benton County Sheriff's Office is willing to jointly support and utilize the law enforcement mental health liaison services under the terms set forth within the 28E agreement;

IT IS NOW AGREED that Benton County will enter into the 28E agreement with the City of Belle Plaine, City of Vinton and City of Urbana above pursuant to Chapter 28E of the Code of Iowa.

Approved on this 1st day of July, 2025.

Tracy Seeman, Chairman

Ronald Tippett

Bruce Volz

ATTEST: _____

John Martin, Deputy Benton County Auditor

**28E Agreement for Law Enforcement Mental Health Liaison
Between the Vinton Police Department, Belle Plaine Police Department, Urbana Police
Department, and the Benton County Sheriff's Office**

This **28E Agreement** is entered into pursuant to **Iowa Code Chapter 28E**, by and among the following governmental entities, hereinafter referred to collectively as the "Parties":

- **Vinton Police Department (VPD)**
- **Belle Plaine Police Department (BPPD)**
- **Urbana Police Department (UPD)**
- **Benton County Sheriff's Office (BCSO)**

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement to jointly support and utilize a **Law Enforcement Mental Health Liaison** ("Liaison") to enhance mental health-related response, coordination, and intervention across Benton County.

ARTICLE II – DURATION

This Agreement shall commence on **July 1, 2025**, and terminate on **June 30, 2026**, unless earlier terminated in accordance with Article VIII. It may be renewed on an annual basis upon mutual written consent of the Parties.

ARTICLE III – ADMINISTRATION

The administration of this Agreement shall be conducted jointly by the participating entities. Oversight of the Liaison shall be provided by the **Benton County Sheriff's Office**, through its **Sheriff** and **Chief Deputy**. Each participating police department shall designate a point of contact for communication and coordination purposes.

ARTICLE IV – FUNDING AND COMPENSATION

The Liaison shall be employed by the **Benton County Sheriff's Office**, which shall be responsible for payroll, benefits, equipment, and administrative oversight. The salary for fiscal year 2026 is projected at **\$74,160**, with the following contributions:

<u>Department</u>	<u>Contribution %</u>	<u>Annual Amount</u>	<u>Quarterly Payment</u>
Vinton Police Department (VPD)	15%	\$11,124.00	\$2,781.00
Belle Plaine Police Department (BPPD)	7.1%	\$5,265.36	\$1,316.34
Urbana Police Department (UPD)	4.7%	\$3,485.52	\$871.38
Benton County Sheriff's Office (BCSO)	Remaining	~\$54,285.12	-

Participating agencies shall remit their contributions quarterly, due on the first business day of each quarter: **July 1, October 1, January 1, and April 1**. All payments shall be made payable to the **Benton County Sheriff's Office**.

ARTICLE V – LIAISON DUTIES

The Liaison shall:

- Coordinate mental health crisis responses in conjunction with local law enforcement.
- Assist in identifying and addressing mental health-related concerns.
- Refer individuals to appropriate services and resources.
- Deliver training to officers on de-escalation and mental health indicators.
- Support families and communities affected by crisis incidents.
- Maintain compliant records of all interactions in accordance with legal and privacy requirements.
- Collaborate with mental health professionals, service providers, and stakeholders.

ARTICLE VI – CONFIDENTIALITY

The Liaison shall maintain the confidentiality of all personal, medical, and law enforcement information in accordance with HIPAA, state laws, and all applicable federal regulations.

ARTICLE VII – MEETINGS AND EVALUATION

Participating agencies shall meet periodically to review program effectiveness, assess outcomes, and make recommendations regarding training, resource needs, and continued collaboration.

ARTICLE VIII – TERMINATION

Any party may terminate participation in this Agreement by providing **thirty (30) days written notice** to the other parties. If any agency ceases to maintain an active law enforcement department, its obligations under this Agreement shall be considered **null and void** as of the effective date of such dissolution.

ARTICLE IX – AMENDMENTS

This Agreement may be amended at any time through **mutual written consent** of all Parties.

ARTICLE X – FILING

This Agreement shall be filed with the **Iowa Secretary of State** in compliance with **Iowa Code Section 28E.8**.

SIGNATURES

For the Vinton Police Department

Name: _____
Title: _____
Signature: _____
Date: _____

For the Belle Plaine Police Department

Name: _____
Title: _____
Signature: _____
Date: _____

For the Urbana Police Department

Name: _____

Title: _____

Signature: _____

Date: _____

For the Benton County Sheriff's Office

Name: _____

Title: _____

Signature: _____

Date: _____

Volz moved/Tippett seconded: Approve Fireworks Application from Watkins Community Athletic Association. Tippett, Seeman and Volz voting aye. Motion carried.

Volz moved/ Tippett seconded: To give written notice for terminating contract for the CLG Grant on behalf of the Benton County Historical Preservation. Tippett, Seeman and Volz voting aye. Motion carried.

Volz moved/ Tippett seconded: Approve contract for Terry Phillips for Restoration Windows workshop for Benton County Historical Preservation. Tippett, Seeman and Volz voting aye. Motion carried.

Volz moved/ Tippett seconded: Approve Utility Permit for Farmers Mutual Telephone in Monroe Township for Benton County Engineer. Tippett, Seeman and Volz voting aye. Motion carried.

Volz moved/ Tippett seconded: Approve Utility Permit for MidAmerican Energy in Eden Township for Benton County Engineer. Tippett, Seeman and Volz voting aye. Motion carried.

Doug Cook asked Tippett and Seeman to explain why they voted in favor of Disability Access Point and Asset Transfer to District 7.

Tippett moved/Volz seconded: To adjourn meeting at 9:45 a.m. Tippett, Seeman and Volz voting aye. Motion carried.

Tracy Seeman, Chairman

ATTEST: _____

John Martin, Deputy Benton County Auditor