

March 3, 2026

The Benton County Board of Supervisors met in regular session with Supervisors Seeman and Volz present, Tippet was absent. 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.bentoncountya.gov*

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

Volz moved/Tippet seconded: To approve the minutes of February 24, 2026. Seeman and Volz voting aye. Motion carried.

Volz moved/Tippet seconded: To approve the following \$27,073.78 in EMS claims numbered 256679 through 256686 as follows:

Urbana Polk Fire-\$384.67

Keystone First Responders-\$1,557.08

City of Newhall-\$2,750.54

Walford First Responders-\$3,473.69

Belle Plaine Area Ambulance-\$3,301.54

Atkins First Responders-Motorola Solutions-\$12,684.20

Norway Firefighters First Responders-\$1,620.02

Blairstown EMS-\$1,302.04

Tippet, Seeman and Volz voting aye. Motion carried.

Tippet moved/Volz seconded: To adopt Resolution #26-12, 28E Agreement between Benton Community School District and Benton County Sheriff's Office for a Resource Officer effective July 1, 2026. Tippet, Seeman and Volz voting aye. Motion carried.

RESOLUTION #26-12

AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM BETWEEN BENTON COMMUNITY SCHOOL DISTRICT AND THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Benton County Sheriff's Office and the Benton Community School District share a mutual interest in providing law enforcement and related services within the school district, 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 the Benton Community School Resource officer shall be employed by Benton County Sheriff and administration shall be conducted jointly by participating entities under the terms set forth within the 28E agreement;

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

Approved on this 3rd day of March, 2026.

Tracy Seeman, Chairman

Ronald Tippet

Bruce Volz

ATTEST:

Hayley Rippel, Benton County Auditor

**2027 28E AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN BENTON COMMUNITY SCHOOL DISTRICT
AND THE BENTON COUNTY SHERIFF'S OFFICE, VINTON, IOWA**

This FY 2027 Agreement is entered into this ____ day of _____, 2025, by and between the Benton Community School District (hereinafter referred to as "BCSD") and the Benton County Sheriff's Office, Vinton, Iowa (hereinafter referred to as "BCSO"), pursuant to the provisions of Chapter 28E of the Iowa Code.

WHEREAS, BCSD and BCSO share a mutual interest in providing law enforcement and related services to schools within the Benton Community School District, which encompasses the communities of Atkins, Blainstown, Elberon, Keystone, Newhall, Norway, Van Horne, and Watkins, to help maintain a safe, healthy, and secure environment for students and staff; and

WHEREAS, both parties recognize the value and necessity of implementing a School Resource Officer (SRO) Program (hereinafter "SRO Program") with a dedicated, full-time officer assigned to the BCSD; and

WHEREAS, BCSD and BCSO believe this partnership will serve the public interest, particularly the welfare of the students, by establishing a cooperative approach to law enforcement in educational settings; and

WHEREAS, both parties seek to clarify their respective roles and responsibilities, and formalize their working relationship to ensure the success of the SRO Program; and

WHEREAS, this Agreement constitutes an intergovernmental agreement between public agencies under Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State in accordance with state law;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

ARTICLE I: Purpose and Mission

A. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the BCSO will assign one full-time deputy to serve as an SRO within the BCSD. This officer will not serve any other school district. This Agreement shall not be construed to obligate BCSO to perform services beyond those expressly agreed herein.

B. Mission

The mission of the SRO Program is to promote school safety by fostering a positive climate where students feel secure and supported in achieving academic success. The SRO will function as a mentor and liaison, not a disciplinary agent, and will build trust through engagement with students, staff, and families.

C. Goals

The goals of the SRO Program include:

1. Providing a safe and secure learning environment;
2. Preventing and reducing school-related violence;

3. Cultivating mutual respect among students and staff;
4. Establishing partnerships with community care providers for student and family support.

ARTICLE II: Term

This Agreement shall be effective from July 1, 2026, through June 30, 2027, unless terminated or extended as provided herein.

ARTICLE III: Responsibilities of the Benton County Sheriff's Office

A. Selection of the SRO

BCSO shall recruit, screen, and select the SRO. BCSD may participate in interviews and make recommendations, but the final hiring decision lies with BCSO. The candidate's assignment to BCSD is subject to BCSD Board approval. Preferred qualifications include a college degree, experience in juvenile law enforcement, and completion of SRO-specific training.

B. Assignment

BCSO shall assign one full-time deputy to serve as the dedicated SRO for BCSD, subject to the approval of the BCSD Board of Directors.

C. Employment and Supervision

1. The SRO shall be an employee of BCSO, not BCSD. BCSO retains all employment authority.
2. BCSO shall be responsible for all wages, benefits, taxes, and training requirements per Iowa Code Chapter 411.
3. BCSO shall provide BCSD with the SRO's training schedule in advance of each school year, or within a reasonable amount of time.
4. BCSO shall assign a supervisor for the SRO and notify BCSD of their identity annually by July 15, or within 30 days of any change.
5. The SRO supervisor shall serve as liaison to BCSD.
6. Annual performance evaluations shall be conducted collaboratively by the SRO supervisor and a designated BCSD representative.
7. While on BCSD premises, the SRO shall be accountable to school leadership and expected to follow district policies.

D. Duty Hours

1. The SRO shall work full-time at BCSD during the school year, with a typical schedule extending from 30 minutes before school starts to 30 minutes after school ends. Adjustments may be made for evening events.
2. During summer months, the SRO shall be reassigned to BCSO but may support BCSD activities as needed.
3. BCSO will attempt to provide a substitute SRO for absences exceeding one day.

E. Uniform, Equipment, and Vehicle

BCSO shall supply all required uniforms, equipment, and vehicles. Property purchased by BCSD shall remain BCSD's property; property provided by BCSO shall remain with BCSO.

F. Duties of the SRO

The SRO's responsibilities include, but are not limited to:

- Coordinating with school administrators and BCSO;
- Providing instruction on legal and safety topics;
- Establishing rapport with students and parents;
- Participating in school and community events;
- Supporting school crisis planning and safety drills;
- Taking appropriate law enforcement action as needed;
- Assisting in investigations when requested by school officials;
- Maintaining confidentiality of student information;
- Avoiding disciplinary roles—discipline remains under BCSD jurisdiction;
- Submitting monthly activity reports to BCSD and BCSO;
- Collaborating on data collection and assessment.

The SRO shall perform other mutually agreed upon duties consistent with applicable laws, policies, and the goals of the SRO Program.

ARTICLE IV

Duties of the Benton Community School District

The Benton Community School District (BCSD) agrees to provide the following materials, facilities, and support necessary for the effective performance of the School Resource Officer's (SRO) duties:

A. Materials and Facilities

BCSD shall provide the SRO with:

1. Access to a private office equipped with air conditioning, adequate lighting, and a telephone for official business use.
2. A secure, lockable space for storing files and records in compliance with confidentiality standards.
3. Office furniture and equipment, including a desk with drawers, a chair, a worktable, a filing cabinet, appropriate office supplies, and a cell phone. All supplies and equipment provided by BCSD shall remain the property of BCSD and shall be returned upon termination of this Agreement.
4. Access to a computer and/or secretarial support as needed to fulfill administrative functions.
5. Clear guidance regarding any classroom instruction, presentations, or programming the SRO is expected to deliver.

ARTICLE V

Financial Considerations

The parties agree to the following terms regarding financial obligations under this Agreement:

A. Employment and Compensation

The SRO shall remain, at all times, an employee of the BCSO. The BCSO shall be solely responsible for the SRO's salary, benefits, and any other employment-related obligations.

B. Reimbursement by BCSD

For the term of this FY 2027 Agreement—July 1, 2026, through June 30, 2027—BCSD agrees to reimburse BCSO 75% of the total annual cost of the SRO position. This cost includes salary, benefits, and average annual deputy fuel costs and overtime expenses. The agreed reimbursement amount is **\$91,020.12**, effective July 1, 2026. This rate remains unchanged from FY 2026.

If either party receives grant funding applicable to the SRO position, such funds shall first be applied to reduce the total cost, with BCSD reimbursing only the adjusted balance.

BCSO shall submit four (4) quarterly, itemized invoices to BCSD. Each invoice shall reflect one-quarter of the annual cost. BCSD shall process and pay each invoice promptly, following any required Board approval.

Each party shall maintain a separate budget and financial responsibility for their respective obligations under this Agreement.

ARTICLE VI

Discipline and/or Replacement of the School Resource Officer

In the event BCSD believes the SRO is not effectively performing their duties or disciplinary action is warranted, the following process shall apply:

1. A designated BCSD administrator shall contact the SRO's supervisor to address the concern internally within BCSO.
2. If the issue remains unresolved within a reasonable period, BCSD may submit a formal, written request for disciplinary action or removal of the SRO to the BCSO. The request must include detailed justification.
3. Upon receiving the request, BCSO shall evaluate the concerns and respond with a proposed course of action within a reasonable timeframe.
4. If no agreement can be reached on the proposed resolution, the parties may engage in mediation to resolve the matter.
5. BCSO may reassign the SRO in accordance with its internal policies, when such reassignment is deemed in the best interest of both BCSD and BCSO.
6. If the SRO is reassigned, resigns, or is absent for an extended period, BCSO shall consult with BCSD to provide a temporary replacement within one (1) week. A permanent replacement shall be selected collaboratively and in accordance with the terms of this Agreement as soon as practicable.

Nothing in this Article shall limit the rights of either party to terminate this Agreement as outlined herein.

ARTICLE VII

Miscellaneous

A. Responsibility for Acts

Each party shall be liable solely for its own acts or omissions and those of its officers and employees. Neither party shall indemnify or insure the actions of the other.

B. Good Faith Cooperation

BCSD and BCSO agree to act in good faith in fulfilling the terms of this Agreement. Any unforeseen issues shall be resolved through mutual negotiation.

C. Insurance and Indemnification

To the extent permitted by law, each party agrees to indemnify and hold harmless the other from losses, costs, claims, and expenses arising from their own negligence or willful misconduct. Each party is responsible for its own legal liabilities and shall not insure or indemnify the other.

D. Complete Agreement

This document represents the entire agreement between the parties. No oral or prior written statements shall modify or supersede the terms herein unless a subsequent written agreement is signed by both parties.

E. Modification

This Agreement may only be modified through a written document signed by both parties.

F. Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice. In such an event, BCSO shall be compensated for all services provided through the termination date.

G. Notices

All written notices required under this Agreement shall be delivered to the following addresses:

- **For BCSD:**
Superintendent
Benton Community School District
304 1st Street
Van Horne, IA 52346

- **For BCSO:**
Sheriff
Benton County Sheriff's Office
113 E 3rd Street
Vinton, IA 52349

H. Compliance with Iowa Code § 28E.6

1. No separate legal entity shall be created under this Agreement. BCSO shall serve as the administrator as required by Iowa Code Chapter 28E.
2. No jointly held property shall be acquired; each party shall independently acquire and manage any property needed for program execution.
3. In accordance with Iowa Code § 28E.8, BCSO shall electronically file this Agreement with the Iowa Secretary of State.
4. This Agreement creates no third-party beneficiaries.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

BENTON COMMUNITY SCHOOL DISTRICT

By: _____

Date: _____

BENTON COUNTY SHERIFF'S OFFICE

By: _____

Date: _____

BENTON COUNTY BOARD OF SUPERVISORS, CHAIRPERSON

By: _____

Date: _____

ATTEST: BENTON COUNTY AUDITOR

By: _____

Date: _____

Tippett moved/Volz seconded: To approve Resolution #26-13, 28E Agreements with Cities of Belle Plaine, Vinton and Urbana for Law Enforcement Mental Health Liaison effective July 1, 2026. Tippett, Seeman and Volz voting aye. Motion carried.

RESOLUTION #26-13

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 effective July 1, 2026.

Approved on this 3rd day of March, 2026.

Tracy Seeman, Chairman

Ronald Tippett

Bruce Volz

ATTEST:

Hayley Rippel, Benton County Auditor

28E AGREEMENT FOR LAW ENFORCEMENT MENTAL HEALTH LIAISON

Between the Belle Plaine 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 collectively referred to as the "Parties":

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

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 in Benton County.

II – DURATION

This Agreement, for **FY 2027**, shall commence on **July 1, 2026**, and terminate on **June 30, 2027**, unless earlier terminated in accordance with Article VIII. It may be renewed on an annual basis upon mutual written consent of the Parties.

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. The Belle Plaine Police Department shall designate a point of contact for communication and coordination purposes.

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.

Salary for Fiscal Year 2027: **\$74,160** (Projected pay freeze, 0% salary increase from FY 2026)

Belle Plaine Police Department Contribution: **7.1% = \$5,265.36** annually

Quarterly Payment Schedule: **\$1,316.34** per quarter (due July 1, October 1, January 1, and April 1)

Payments shall be made payable to the Benton County Sheriff's Office.

V – LIAISON DUTIES

The Liaison shall:

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

VI – CONFIDENTIALITY

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

VII – MEETINGS AND EVALUATION

The Parties may meet periodically to:

- Review program effectiveness
- Assess outcomes
- Make recommendations regarding training, resource needs, and continued collaboration

VIII – TERMINATION

Either Party may terminate participation in this Agreement by providing thirty (30) days written notice to the other Party.

If the Belle Plaine Police Department 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.

IX – AMENDMENTS

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

X – FILING

This Agreement shall be filed by the Benton County Auditor’s Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

SIGNATURES

BELLE PLAINE POLICE DEPARTMENT

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

BENTON COUNTY SHERIFF’S OFFICE

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

28E AGREEMENT FOR LAW ENFORCEMENT MENTAL HEALTH LIAISON

Between the 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 collectively referred to as the “Parties”:

- Urbana Police Department (UPD)
- Benton County Sheriff’s Office (BCSO)

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 in Benton County.

II – DURATION

This Agreement, for **FY 2027**, shall commence on **July 1, 2026**, and terminate on **June 30, 2027**, unless earlier terminated in accordance with Article VIII. It may be renewed on an annual basis upon mutual written consent of the Parties.

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. The Urbana Police Department shall designate a point of contact for communication and coordination purposes.

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.

Salary for Fiscal Year 2027: **\$74,160** (Projected pay freeze, 0% salary increase from FY 2026)
Urbana Police Department Contribution: **4.7% = \$3,485.52** annually
Quarterly Payment Schedule: **\$871.38** per quarter (due July 1, October 1, January 1, and April 1)
Payments shall be made payable to the Benton County Sheriff's Office.

V – LIAISON DUTIES

The Liaison shall:

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

VI – CONFIDENTIALITY

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

VII – MEETINGS AND EVALUATION

The Parties may meet periodically to:

- Review program effectiveness
- Assess outcomes
- Make recommendations regarding training, resource needs, and continued collaboration

VIII – TERMINATION

Either Party may terminate participation in this Agreement by providing thirty (30) days written notice to the other Party.

If the Urbana Police Department 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.

IX – AMENDMENTS

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

X – FILING

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

SIGNATURES

URBANA POLICE DEPARTMENT

Name: _____

Title: _____

Signature: _____

Date: _____

BENTON COUNTY SHERIFF'S OFFICE

Name: _____

Title: _____

Signature: _____

Date: _____

28E AGREEMENT FOR LAW ENFORCEMENT MENTAL HEALTH LIAISON

Between the Vinton 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 collectively referred to as the "Parties":

- **Vinton Police Department (VPD)**
- **Benton County Sheriff's Office (BCSO)**

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 in Benton County.

II – DURATION

This Agreement, for **FY 2027**, shall commence on **July 1, 2026**, and terminate on **June 30, 2027**, unless earlier terminated in accordance with Article VIII. It may be renewed on an annual basis upon mutual written consent of the Parties.

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. The Vinton Police Department shall designate a point of contact for communication and coordination purposes.

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.

Salary for Fiscal Year 2027: **\$74,160** (Projected pay freeze, 0% salary increase from FY 2026)

Vinton Police Department Contribution: **15% = \$11,124.00** annually

Quarterly Payment Schedule: **\$2,781.00** per quarter (due July 1, October 1, January 1, and April 1)

Payments shall be made payable to the Benton County Sheriff's Office.

V – LIAISON DUTIES

The Liaison shall:

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

VI – CONFIDENTIALITY

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

VII – MEETINGS AND EVALUATION

The Parties may meet periodically to:

- Review program effectiveness
- Assess outcomes
- Make recommendations regarding training, resource needs, and continued collaboration

VIII – TERMINATION

Either Party may terminate participation in this Agreement by providing thirty (30) days written notice to the other Party.

If the Vinton Police Department 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.

IX – AMENDMENTS

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

X – FILING

This Agreement shall be filed by the Benton County Auditor’s Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

SIGNATURES

VINTON POLICE DEPARTMENT

Name: _____

Title: _____

Signature: _____

Date: _____

BENTON COUNTY SHERIFF’S OFFICE

Name: _____

Title: _____

Signature: _____

Date: _____

Tippett moved/Volz seconded: To approve Resolution #26-14, Entering into 28E Agreement(s) for law enforcement services with the cities of Atkins, Blairstown, Garrison, Keystone, Luzerne, Mt. Auburn, Newhall, Norway, Shellsburg, Urbana and Van Horne effective July 1, 2026. Tippett, Seeman and Volz voting aye. Motion carried.

RESOLUTION #26-14

AGREEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, Benton County and the Cities of Atkins, Blairstown, Garrison, Keystone, Luzerne, Mt. Auburn, Newhall, Norway, Shellsburg, Urbana and Van Horne 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 services under the terms set forth within the individual 28E agreements with each city;

IT IS NOW AGREED that Benton County will enter into an agreement with each of the cities listed above pursuant to Chapter 28E of the Code of Iowa effective July 1, 2026.

Approved on this 3rd day of March, 2026.

Tracy Seeman, Chairman

Ronald Tippett

Bruce Volz

ATTEST:

Hayley Rippel, Benton County Auditor

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Atkins** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Atkins, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Atkins desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Atkins under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Atkins.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$60,840.00**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **18 hours per week**, totaling no more than **936 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Atkins.
6. The City of Atkins hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Atkins, Iowa

Attest: _____
City Clerk, City of Atkins

CONSENT

I, **David B. Uph**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Blairstown** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ____ day of _____, 2026, by and between the City of Blairstown, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Blairstown desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Blairstown under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Blairstown.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$33,800**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **10 hours per week**, totaling no more than **520 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Blairstown.
6. The City of Blairstown hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Blairstown, Iowa

Attest: _____
City Clerk, City of Blairstown, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Garrison** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Garrison, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Garrison desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Garrison under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Garrison.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$10,140**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **3 hours per week**, totaling no more than **156 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Garrison.
6. The City of Garrison hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Garrison, Iowa

Attest: _____
City Clerk, City of Garrison, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Keystone** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ____ day of _____, 2026, by and between the City of Keystone, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Keystone desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Keystone under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Keystone.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$16,900**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **5 hours per week**, totaling no more than **260 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Keystone.
6. The City of Keystone hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing **ninety (90) days' written notice**.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Keystone, Iowa

Attest: _____
City Clerk, City of Keystone, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Luzerne** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ____ day of _____, 2026, by and between the City of Luzerne, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Luzerne desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Luzerne under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Luzerne.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$1,690**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **0.5 hours per week**, totaling no more than **26 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Luzerne.
6. The City of Luzerne hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Luzerne, Iowa

Attest: _____
City Clerk, City of Luzerne, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Mount Auburn** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Mount Auburn, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Mount Auburn desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Mount Auburn under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Mount Auburn.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$1,690**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **0.5 hours per week**, totaling no more than **26 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Mount Auburn.
6. The City of Mount Auburn hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Mount Auburn, Iowa

Attest: _____
City Clerk, City of Mount Auburn, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Newhall** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Newhall, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Newhall desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Newhall under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Newhall.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$50,700**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **15 hours per week**, totaling no more than **780 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Newhall.
6. The City of Newhall hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
 Chairperson, Board of Supervisors
 Benton County, Iowa

Attest: _____
 Benton County Auditor
 Secretary to the Benton County Board of Supervisors

By: _____
 Mayor, City of Newhall, Iowa

Attest: _____
 City Clerk, City of Newhall, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
 Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Norway** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Norway, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Norway desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Norway under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Norway.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$33,800**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **10 hours per week**, totaling no more than **520 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Norway.
6. The City of Norway hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Norway, Iowa

Attest: _____
City Clerk, City of Norway, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Shellsburg** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ____ day of _____, 2026, by and between the City of Shellsburg, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Shellsburg desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Shellsburg under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Shellsburg.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$67,600**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **20 hours per week**, totaling no more than **1,040 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Shellsburg.
6. The City of Shellsburg hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Shellsburg, Iowa

Attest: _____
City Clerk, City of Shellsburg, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

28E Agreement for Law Enforcement Services

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Urbana** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ___ day of _____, 2026, by and between the City of Urbana, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Urbana desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Urbana under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Urbana.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$40,560**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.

4. The services provided shall not exceed an average of **12 hours per week**, totaling no more than **624 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Urbana.
6. The City of Urbana hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Urbana, Iowa

Attest: _____
City Clerk, City of Urbana, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

This Agreement is made pursuant to Chapter 28E of the Iowa Code and entered into by and between the **City of Van Horne** and the **Benton County Sheriff's Office**.

This **FY 2027** Agreement is entered into this ____ day of _____, 2026, by and between the City of Van Horne, Iowa, and the Benton County Sheriff's Office.

WHEREAS, the City of Van Horne desires to obtain law enforcement services from the Benton County Sheriff's Office; and

WHEREAS, the Benton County Sheriff's Office is willing to provide such services to the City of Van Horne under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. The Benton County Sheriff's Office shall provide law enforcement services to the City of Van Horne.
2. The City shall pay the Benton County Sheriff's Office a total annual amount of **\$50,700**, to be paid in four equal quarterly installments.
3. All payments shall be made payable to the Benton County Sheriff's Office.
4. The services provided shall not exceed an average of **15 hours per week**, totaling no more than **780 hours** during the twelve-month period covered by this Agreement.
5. The Benton County Sheriff's Office shall respond to all law enforcement calls within the City of Van Horne.
6. The City of Van Horne hereby authorizes, and the Benton County Sheriff's Office agrees to enforce the City's municipal ordinances.
7. This Agreement shall become effective on **July 1, 2026**.
8. This Agreement shall remain in effect until **June 30, 2027**, unless terminated earlier by either party upon providing ninety (90) days' written notice.
9. The parties acknowledge that no agreement has been reached regarding defense or indemnification in the event of any claims or legal action arising from services provided under this Agreement. This matter is expressly reserved for judicial determination at the appropriate time.

This Agreement shall be filed by the Benton County Auditor's Office with the Iowa Secretary of State in compliance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNATURES

By: _____
Chairperson, Board of Supervisors
Benton County, Iowa

Attest: _____
Benton County Auditor
Secretary to the Benton County Board of Supervisors

By: _____
Mayor, City of Van Horne, Iowa

Attest: _____
City Clerk, City of Van Horne, Iowa

CONSENT

I, **David B. Upah**, the duly elected and qualified Sheriff of Benton County, Iowa, have reviewed this Agreement, consent to its terms, and agree to be bound by it.

David B. Upah
Sheriff, Benton County, Iowa

Date: _____

Tippett moved/Volz seconded: To approve Resolution#26-15, Enter into 28E Agreement(s) for law enforcement dispatch services with the Cities of Belle Plaine, Vinton and Urbana effective July 1, 2026. Tippett, Seeman and Volz voting aye. Motion carried.

RESOLUTION #26-15

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 effective July 1, 2026.

Approved on this 3rd day of March, 2026.

Tracy Seeman, Chairman

Ronald Tippett

Bruce Volz

ATTEST:

Hayley Rippel, Benton County Auditor

28E AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES

Between Benton County Sheriff's Office and City of Belle Plaine, Iowa.

This 28E Agreement ("Agreement") is made pursuant to Iowa Code Chapter 28E by and between the Benton County Sheriff's Office (hereinafter "BCSO") and the City of Belle Plaine (hereinafter "City").

I. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement under which BCSO shall provide centralized law enforcement dispatch services to the City of Belle Plaine. This Agreement promotes efficiency, interoperability, and equitable cost-sharing.

II. DURATION

This Agreement applies to **FY 2027**, shall take effect **July 1, 2026**, and shall remain in effect until **June 30, 2027**, unless terminated earlier in accordance with Section VIII.

III. SERVICES PROVIDED

BCSO shall provide the following dispatch services to the City:

- 24/7 radio dispatching and call routing
- Handling of emergency and non-emergency law enforcement calls for service
- Communications coordination between field units and support services
- Iowa Systems access and applicable notifications

IV. DISPATCH BUDGET AND COST-SHARING FORMULA

A. Dispatch Salary Budget

The FY 2026 Dispatch Salary Budget is \$661,150, consisting of:

- Full-time dispatcher salaries: \$615,000
- Part-time dispatcher salaries: \$46,150

This amount includes base salaries only and excludes overtime, shift differentials, benefits, and other employment-related costs.

B. City Contribution

The City shall compensate BCSO at a fixed per-capita rate of \$10.00 per resident, based on the 2020 Census population:

- Belle Plaine Population: 2,330
- Belle Plaine Annual Fee: $2,330 \times \$10 = \mathbf{\$23,300}$
- Quarterly Payment: **\$5,825**

C. BCSO Portion

BCSO shall cover the remainder of the Dispatch Salary Budget, minus combined city contributions:

- Total Dispatch Budget: \$661,150
- Combined 3 City Total: \$88,220
- BCSO Portion: \$572,930

All payments shall be made to BCSO within 30 days of receiving an invoice. The City is responsible for paying its own Iowa Quarterly System Invoice fees.

V. RATE ADJUSTMENT METHODOLOGY

Future annual fees shall be recalculated based on changes in the dispatch salary budget and the most recent official census population.

VI. RECORDS AND CALL VOLUME TRACKING

BCSO shall maintain accurate dispatch usage records for the City. Records may be reviewed upon request.

VII. DISSOLUTION OR SUSPENSION OF LAW ENFORCEMENT OPERATIONS

If the City ceases to operate an active police department, its obligations under this Agreement shall terminate on the effective date of dissolution.

VIII. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice. Fees shall be prorated, and outstanding invoices remain payable.

IX. LIABILITY AND INSURANCE

Each party is responsible for the actions of its own officers and employees and shall maintain liability insurance or self-insurance in accordance with Iowa law.

X. FILING AND RECORDKEEPING

This Agreement shall be filed with the Iowa Secretary of State and the Benton County Auditor, per Iowa Code § 28E.8.

XI. ENTIRE AGREEMENT

This document represents the full understanding between the parties. Any amendments must be in writing and signed by both parties.

SIGNATURES

BENTON COUNTY SHERIFF'S OFFICE

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF BELLE PLAINE

Signature: _____

Name: _____

Title: _____

Date: _____

28E AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES

Between Benton County Sheriff's Office and City of Urbana, Iowa.

This 28E Agreement ("Agreement") is made pursuant to Iowa Code Chapter 28E by and between the Benton County Sheriff's Office (hereinafter "BCSO") and the City of Urbana (hereinafter "City").

I. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement under which BCSO shall provide centralized law enforcement dispatch services to the City of Urbana. This Agreement promotes efficiency, interoperability, and equitable cost-sharing.

II. DURATION

This Agreement applies to **FY 2027**, shall take effect **July 1, 2026**, and shall remain in effect until **June 30, 2027**, unless terminated earlier in accordance with Section VIII.

III. SERVICES PROVIDED

BCSO shall provide the following dispatch services to the City:

- 24/7 radio dispatching and call routing
- Handling of emergency and non-emergency law enforcement calls for service
- Communications coordination between field units and support services
- Iowa Systems access and applicable notifications

IV. DISPATCH BUDGET AND COST-SHARING FORMULA

A. Dispatch Salary Budget

The FY 2026 Dispatch Salary Budget is \$661,150, consisting of:

- Full-time dispatcher salaries: \$615,000
- Part-time dispatcher salaries: \$46,150

This amount includes base salaries only and excludes overtime, shift differentials, benefits, and other employment-related costs.

B. City Contribution

The City shall compensate BCSO at a fixed per-capita rate of \$10.00 per resident, based on the 2020 Census population:

- Urbana Population: 1,554
- Urbana Annual Fee: $1,554 \times \$10 = \mathbf{\$15,540}$
- Quarterly Payment: **\$3,885**

C. BCSO Portion

BCSO shall cover the remainder of the Dispatch Salary Budget, minus combined city contributions:

- Total Dispatch Budget: \$661,150
- Combined 3 City Total: \$88,220
- BCSO Portion: \$572,930

All payments shall be made to BCSO within 30 days of receiving an invoice. The City is responsible for paying its own Iowa Quarterly System Invoice fees.

V. RATE ADJUSTMENT METHODOLOGY

Future annual fees shall be recalculated based on changes in the dispatch salary budget and the most recent official census population.

VI. RECORDS AND CALL VOLUME TRACKING

BCSO shall maintain accurate dispatch usage records for the City. Records may be reviewed upon request.

VII. DISSOLUTION OR SUSPENSION OF LAW ENFORCEMENT OPERATIONS

If the City ceases to operate an active police department, its obligations under this Agreement shall terminate on the effective date of dissolution.

VIII. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice. Fees shall be prorated, and outstanding invoices remain payable.

IX. LIABILITY AND INSURANCE

Each party is responsible for the actions of its own officers and employees and shall maintain liability insurance or self-insurance in accordance with Iowa law.

X. FILING AND RECORDKEEPING

This Agreement shall be filed with the Iowa Secretary of State and the Benton County Auditor, per Iowa Code § 28E.8.

XI. ENTIRE AGREEMENT

This document represents the full understanding between the parties. Any amendments must be in writing and signed by both parties.

SIGNATURES

BENTON COUNTY SHERIFF’S OFFICE

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

CITY OF URBANA

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

28E AGREEMENT FOR LAW ENFORCEMENT DISPATCH SERVICES

Between Benton County Sheriff’s Office and City of Vinton, Iowa.
This 28E Agreement (“Agreement”) is made pursuant to Iowa Code Chapter 28E by and between the Benton County Sheriff’s Office (hereinafter “BCSO”) and the City of Vinton (hereinafter “City”).

I. PURPOSE

The purpose of this Agreement is to establish a cooperative arrangement under which BCSO shall provide centralized law enforcement dispatch services to the City of Vinton. This Agreement promotes efficiency, interoperability, and equitable cost-sharing.

II. DURATION

This Agreement applies to **FY 2027**, shall take effect **July 1, 2026**, and shall remain in effect until **June 30, 2027**, unless terminated earlier in accordance with Section VIII.

III. SERVICES PROVIDED

BCSO shall provide the following dispatch services to the City:

- 24/7 radio dispatching and call routing
- Handling of emergency and non-emergency law enforcement calls for service
- Communications coordination between field units and support services
- Iowa Systems access and applicable notifications

IV. DISPATCH BUDGET AND COST-SHARING FORMULA

A. Dispatch Salary Budget

The FY 2026 Dispatch Salary Budget is \$661,150, consisting of:

- Full-time dispatcher salaries: \$615,000
- Part-time dispatcher salaries: \$46,150

This amount includes base salaries only and excludes overtime, shift differentials, benefits, and other employment-related costs.

B. City Contribution

The City shall compensate BCSO at a fixed per-capita rate of \$10.00 per resident, based on the 2020 Census population:

- Vinton Population: 4,938
- Vinton Annual Fee: $4,938 \times \$10 = \mathbf{\$49,380}$
- Quarterly Payment: **\$12,345**

C. BCSO Portion

BCSO shall cover the remainder of the Dispatch Salary Budget, minus combined city contributions:

- Total Dispatch Budget: \$661,150
- Combined 3 City Total: \$88,220
- BCSO Portion: \$572,930

All payments shall be made to BCSO within 30 days of receiving an invoice. The City is responsible for paying its own Iowa Quarterly System Invoice fees.

V. RATE ADJUSTMENT METHODOLOGY

Future annual fees shall be recalculated based on changes in the dispatch salary budget and the most recent official census population.

VI. RECORDS AND CALL VOLUME TRACKING

BCSO shall maintain accurate dispatch usage records for the City. Records may be reviewed upon request.

VII. DISSOLUTION OR SUSPENSION OF LAW ENFORCEMENT OPERATIONS

If the City ceases to operate an active police department, its obligations under this Agreement shall terminate on the effective date of dissolution.

VIII. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice. Fees shall be prorated, and outstanding invoices remain payable.

IX. LIABILITY AND INSURANCE

Each party is responsible for the actions of its own officers and employees and shall maintain liability insurance or self-insurance in accordance with Iowa law.

X. FILING AND RECORDKEEPING

This Agreement shall be filed with the Iowa Secretary of State and the Benton County Auditor, per Iowa Code § 28E.8.

XI. ENTIRE AGREEMENT

This document represents the full understanding between the parties. Any amendments must be in writing and signed by both parties.

SIGNATURES

BENTON COUNTY SHERIFF’S OFFICE

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

CITY OF VINTON

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

Volz moved/Tippett seconded: To set land use hearing date of Tuesday, March 24, 2026 at 9:15 a.m. for Jeff Geiger in part of the NW ¼ SE ¼ of Section 28-86-10. Tippett, Seeman and Volz voting aye. Motion carried.

The time of 9:15 a.m. having arrived, and this being the time and date set for a land use hearing for Cameron Erickson in part of the NE ¼ NE ¼ of Section 36-84-9. Cameron Erickson was present. Andrea Morris presented the technical information with the Benton County Agricultural Land Use Preservation Ordinance. Erickson would like to change the use of approximately 3.85 acres to allow for building a single family dwelling and possibly out buildings. The property is owned by John R. Owens Estate. This request is located on approximately 9.3 acres of agricultural row crops, so it does not meet the definition of a farm within the County’s Ordinance. This site has a CSR of an average of 70, which is considered high-quality farmland. This site will require a new septic system and private water well both permitted by the department. The property will need a new driveway which was reviewed and approved by Secondary Roads Department. Official notices were sent out and published in the newspaper and there was one written concern for disruption by a neighboring farmer. Morris read some definitions in the County’s land use plan, such as the majority of urban activities are discouraged from being located in the Rural Service Area. Approval of this request would set precedent which may result in the removal of high-quality farmland from production throughout the county. For the reasons stated, this request has been found to be inconsistent with the applicable policies of the Benton County Land Preservation and Use Plan. Erickson stated there shouldn’t be any disruption to farming in the area, that he just wanted a peaceful place in the county to call his home. Hearing no other further comments, the public hearing was closed.

Tippett moved/Volz seconded: To table land use change for Cameron Erickson in part of the NE ¼ NE ¼ of Section 36-84-9 and allow the Board time to visit the site. Tippett, Seeman and Volz voting aye. Motion carried.

Tippett moved/Volz seconded: To put the tabled land use hearing back on the agenda for Tuesday, March 10, 2026 at 9:30 a.m. for Cameron Erickson in part of the NE ¼ NE ¼ of Section 36-84-9. Tippett, Seeman and Volz voting aye. Motion carried.

Auditor Rippel provided a report about her recent NACO Legislative Conference she attended in Washington, D.C. The Iowa State Association of County Auditor’s will be reimbursing the county \$1,250.00 for her expenses. Rippel said it was an honor to go and represent Benton County and the State Auditor’s. It was very educational and worthwhile and she hopes to go again. Rippel summarized some of the topics the Iowa group discussed on Capitol Hill and how we shared local examples of real funding concerns to put it into perspective.

Committee Reports:

Supervisor Tippett had a recent HACAP meeting, along with Central Iowa Juvenile Detention. There was also talk about the DECAT being re-organized in the future.

Supervisor Volz had the Central Iowa Workforce Development Group meeting.

Supervisor Seeman had a few ECICOG meetings, one was for a meet and greet for the new candidate for the director position. He also attended the Eastern IA Housing Trust Fund and spoke about a new loan they gave out for a half million for a North Liberty business.

The Board will have a budget work session with this meeting is adjourned.

Volz moved/Tippett seconded: To adjourn meeting at 10:02 a.m. Seeman and Volz voting aye. Motion carried.

Tracy Seeman, Chairman

ATTEST: _____

Hayley Rippel Benton County Auditor