DELAWARE COUNTY IOWA
FILED
1999 JUN 21 PM 2:02
1999 JUN 21 A 9:49
RECORDER
DELAWARE CO. IOWA

Prepared by: Sharon McCrabb, Courthouse, Manchester, Iowa phone no. 927 4701

CERTIFICATION

STATE OF IOWA)
) SS:
DELAWARE COUNTY)

This is to certify that the attached Prisoner Placement Agreement is the original agreement passed Under and by Authority of Resolution of the Delaware County Board of Supervisors on the 17th day of May, 1999 and is recorded in Book W, Page 251 of the Supervisors Official Minute Book.

Dated this 21st day of June, 1999.

Sharon McCrabb, Delaware County Auditor

Subscribed and sworn to before me this 21st day of June, 1999, by Sharon McCrabb, Delaware County Auditor.

Carolyn A. Wilson, Notary Public in and for the State of Iowa.

My Commission expires 12-17-01.

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COMPARE

BLACK HAWK COUNTY IOWA:SS
Filed for record Jun 2, 1999 at
2:00 P.M. and recorded in Book 334
of Misc Page 654.
Patricia A. Voss RECORDER
FEE n/c.
BOARD OF SUPERVISORS

COPY 28219

Prepared by L. Denning/Sheriff's Office/225 E. 6th St., Waterloo/291-2587

28E AGREEMENT

PRISONER PLACEMENT AGREEMENT

WHEREAS, Delaware County, Iowa, (hereinafter referred to as "placement county") has need to use the jail facilities of Black Hawk County, Iowa, (hereinafter "accepting county") for prisoner placement, and

WHEREAS, accepting county has facilities available for prisoner placement, from time to time, and on a continuing basis.

NOW, THEREFORE, the respective Board of Supervisors and Sheriffs of said counties agree as follows:

1. Upon placement of a prisoner, accepting county shall furnish the necessary facilities, equipment, and personnel to provide for the safekeeping, care, and subsistence of said prisoner. For the purposes of this agreement, a prisoner is any person held under and by authority of Federal, State, or Municipal law of the United States of America, the State of Iowa, or a city within the State of Iowa, unless otherwise noted.

2. Accepting county shall be responsible for the secure custody of all prisoners from the time the prisoners are accepted for custody by accepting county until they are properly removed from the custody of accepting county. Adequate secure custody requires physical control of the prisoner at all times. The physical control of the prisoner exercised by accepting county shall be sufficient to prevent escape, especially when the prisoner is not contained within the confines of the cell block. Accepting county is responsible for maintaining constant supervision of housing areas at all times that the prisoner is contained within its confines. Accepting county is

responsible for maintaining secure control of the prisoner at all times when he is outside the confines of the housing area through use of armed guards or constant observation, or both, and over any indoor and outdoor areas which contain the prisoner.

3. Accepting county shall have the right to refuse any prisoner offered for custody, shall have the right to demand authority for placement of any prisoner if does accept, including demanding credentials of placement officer and verification of authority to place.

4. Basic medical care shall be provided for prisoners by accepting county. Basic medical care includes sick call and self-care, i.e., care of any condition which can be treated by the prisoner which may include "over the counter" type medications as may be prescribed by the jail medical staff. Basic medical also includes care of any condition which required immediate assistance by a person trained in first aid procedures. All such medical expenses shall be borne by the placement county.

5. The parties may revoke this agreement at any time by giving thirty (30) days written notice.

6. The parties agree that accepting county may experience changed conditions which would affect the accepting county's ability to provide under the terms of this contract (i.e., overcrowding conditions, enactment of local laws, Federal Court or a State Court Order, etc.) in which event it may become actually impossible to continue housing prisoners under this agreement. In such event, the accepting county shall provide notice to the placement county of its inability to perform under the terms of this agreement and the placement county shall have a minimum of ten (10) days within which to remove its prisoners.

7. Initially, costs of housing prisoners in accepting county shall be ~~seventy~~ dollars ($70.00) per day. The parties shall, however, from time to time set the per diem expense rate at which prisoners shall be held under the terms of this agreement. The rates shall be set at least annually.

Accepting county shall bill the placement county periodically for said services and shall be entitled to prompt reimbursement. Placement county prisoners shall be subject to the same rules, regulations, and conditions as accepting county prisoners, including work release and prison work rules and regulations unless the parties specifically agree otherwise.

8. This agreement is entered into by the parties pursuant to the provisions of Section 28E of the Code of Iowa, and as such, it:

(1) is for an initial period of one year, and for successive one-year periods thereafter,

(2) does not envision a separate organization, composition of legal entity of any type and operates under the authority of the laws of the State of Iowa and the Home Rule provisions of the Code of Iowa as it applies to the two counties and the two Sheriff's Offices, which are the subject parties of this agreement;

(3) is for the purpose of housing prisoners;

(4) is to be financed by tax levies from the placement county and paid by the placement county upon submission of claim by accepting county;

(5) may be terminated by either party giving thirty (30) days' written notice to the other party. Each party shall retain its own property that may be used in the implementation of this contract.

Ronald Wilhelm
COUNTY SHERIFF Ronald Wilhelm

Delaware COUNTY BOARD
OF SUPERVISORS

By: G. Eldon Koeneke
Chairperson G. Eldon Koeneke

(Under and by Authority of Resolution of the Delaware County Board of Supervisors on the 17 day of May, 1999.

Michael Kubik
COUNTY SHERIFF Michael Kubik

Black Hawk COUNTY BOARD
OF SUPERVISORS

By: Brian S. Quirk
Chairperson Brian S. Quirk

(Under and by Authority of Resolution of the Black Hawk County Board of Supervisors on the 1st day of June, 1999