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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Instrument #: 2025R00513
02/24/2025 08:20:31 AM Total Pages: 4
E28 28E AGREEMENT
Recording Fee: $0.00 Transfer Tax: $0
Michelle Mangrich, Recorder, Buchanan County Iowa

Prepared by & Return to: Carla K. Becker, Delaware County Auditor, 301 E Main St, Manchester, IA (563) 927-4701

INMATE HOUSING AGREEMENT

BETWEEN BUCHANAN COUNTY and DELAWARE COUNTY

This Agreement is entered into by and between Buchanan County, hereinafter referred to as "Buchanan" and Delaware County, hereinafter referred to as "Delaware", as follows:

WHEREAS, Buchanan desires to have the option to house their inmates in Delaware County; and

WHEREAS, Delaware is willing to house Buchanan County inmates upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the parties agree as follows:

1. 28E Agreement. This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. No separate, legal or administrative entity is created by the Agreement. No real or personal property will be purchased in the performance of this Agreement.

2. Administrators. The Buchanan County Sheriff, or his or her designee, and the Delaware County Sheriff, or his or her designee, shall administer the performance of the Agreement.

3. Term. The term of this Agreement shall begin on February 1, 2025, the agreement will run perpetual until written notice of cancellation is given by either party. At the end of the initial term, the Agreement will automatically be terminated.

4. Conditions. Delaware agrees to confine and detain persons legally held in custody by Buchanan. All inmates will be subject to jail policies and procedures approved by the State of Iowa and the Delaware County Correctional Center. The Delaware County Sheriff, or his or her designee, reserved the right to reject any inmate with cause, both before and after delivery of the Buchanan County inmate to the Delaware County Correctional Center. Any consideration for work release privileges are subject to the terms of the Delaware County Correctional Center policy and the Court. Any application for good time credit must be made to the Buchanan County Sheriff or his or her designee.

5. Compensation. Buchanan agrees to pay Delaware $50.00 per inmate, per day, beginning February 1, 2025, through February 1, 2028. A day shall be calculated as either a full or partial calendar day. Compensation for housing terms may be negotiated and agreed upon by both parties for any further needs.

6. Medical Expenses. No Buchanan County inmate will be allowed to have a medical appointment made without prior authorization from Buchanan except for an emergency. Buchanan will reimburse Delaware for any medical expenses incurred for Buchanan County inmates. Delaware will attempt to notify Buchanan prior to incurring any medical expenses. Any such expenses shall be billed by the provider to Buchanan directly, when possible.

7. Transportation provisions. Buchanan County is responsible for transporting their inmates to and from the Delaware County Correctional Center. Delaware will provide transport for Buchanan County inmates to the Delaware County Memorial Hospital, d/b/a Regional Medical Center, if needed. If a Buchanan County inmate is admitted to the hospital, Buchanan will be responsible for guarding the inmate or instructing that a detainer be placed on the Buchanan County inmate in the alternative. Buchanan will reimburse Delaware if Delaware incurs overtime for its personnel related to the cost of transporting or guarding a Buchanan County inmate.

8. Hold Harmless. To the extent allowed by Iowa law, Buchanan agrees to indemnify, defend and hold harmless Delaware, its officers, agents, and employees, from and against: losses, damages, costs, expenses, and judgements, including interest, penalties and reasonable attorney's fees, occasioned by, arising out of or resulting from the conduct, acts or omissions of Buchanan County, its officers, agents, or employees and/or arising out of the placement of a Buchanan County inmate under the terms of this Agreement, unless the claim arises out of the gross negligence and/or intentional misconduct of Delaware County, its officers, agents or employees. A claim alleging illegal confinement, false imprisonment or other violation arising out of the circumstances giving rise to detention or confinement by Buchanan County shall be deemed conduct of Buchanan County.

9. No third-party beneficiaries. Inmates are not parties to this agreement and nothing in the Agreement is intended to create any interest which can be asserted by an inmate.

IN WITNESS WHEREOF, Buchanan County and Delaware County have executed the Agreement as of the dates entered below.

APPROVED BY: BUCHANAN COUNTY

Scott Buzynski

Scott Buzynski,
Buchanan County Sheriff

Date: February 10, 2025

John Kurtz

John Kurtz, Chairperson
Buchanan County Board of Supervisors

Date: February 10, 2025

ATTEST:

Kris Wilgenbusch

Kris Wilgenbusch,
Buchanan County Auditor

On this 10th day of February, 2025, before me, Anne Iversen a notary public in and for the State of Iowa, personally appeared Scott Buzynski and John Kurtz, to be personally known and who, being duly sworn, did say they are the Sheriff, Chairperson of the Board of Supervisors and the County Auditor respectively, of the County of Buchanan, Iowa, that the seal affixed to the foregoing instrument is the seal of the County, and that the instrument was signed and sealed on behalf of Buchanan County, by authority of its board of Supervisors, as contained in the adopted motion or Resolution No. 25-69 of the Board of Supervisors on the 10th day of February, 2025, and that said Scott Buzynski and John Kurtz acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Anne Iversen

Notary Public, In and for the State of Iowa

NOTARIAL SEAL IOWA
ANNE IVERSEN
Commission Number 851112
My Commission Expires
9/29/26

APPROVED BY: DELAWARE COUNTY

Travis Hemesath
Delaware County Sheriff

Date: February 10, 2025

Shirley E. Helmrichs, Chairperson
Delaware County Board of Supervisors

Date: February 10, 2025

ATTEST:

Carla K. Becker,
Delaware County Auditor

DELAWARE COUNTY OFFICIAL SEAL IOWA

On this 10th day of February, 2025, before me, Brittany Ries a notary public in and for the State of Iowa, personally appeared Travis Hemesath, Shirley E. Helmrichs and Carla K. Becker, to be personally known and who, being duly sworn, did say they are the Sheriff, Chairperson of the Board of Supervisors and the County Auditor respectively, of the County of Delaware, Iowa, that the seal affixed to the foregoing instrument is the seal of the County, and that the instrument was signed and sealed on behalf of Delaware County, by authority of its board of Supervisors, as contained in the adopted motion or Resolution No. _____, of the Board of Supervisors on the 10th day of February, 2025, and that said Travis Hemesath, Shirley E. Helmrichs and Carla K. Becker, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Brittany Ries,
Notary Public, In and for the State of Iowa

BRITTANY RIES
Commission Number 839071
MY COMMISSION EXPIRES
4-28-2025