

June 9, 2005

The Mahaska County Board of Supervisors met in special session on the above date at 9:30 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Henry W. VanWeelden, Chairman, Greg Gordy, Vice Chairman; and Lawrence Rouw, Member. Also present were the following: Paul DeGeest, Mahaska County Sheriff; Scott Dailey, KBOE Radio; and Kay Swanson, Mahaska County Auditor.

Chairman VanWeelden called the meeting to order with a moment of silence.

It was moved by Gordy seconded by Rouw to approve the agenda. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the following 28E Agreement with University Park. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the Town of University Park, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services.

Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff law enforcement services and all men and equipment necessary therefore to said Town.
2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of eight hours per week.
3. The Town shall pay the County the sum of \$3,981.00 per year as reimbursement for expenses in relation to carrying out this Agreement.
4. The major portion of payment for said service shall be through the town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.

5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.
6. The Agreement shall commence on the 1st day of July, 2005.
7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.
8. In accordance with Section 28E.7 of the Code of Iowa, 2005, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
9. The Town shall file a copy of this Agreement with the Secretary of the State and cause a copy hereof to be recorded with the County Recorder.
10. The provisions of Chapter 573A of the Code of Iowa, 2005, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this 7th day of June, 2005.

ATTEST:
s/Pamela Watts _____
City Clerk

TOWN OF UNIVERSITY PARK
s/Richard D. Watts _____
Mayor

ATTEST:
s/Kay Swanson _____
County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision

APPROVED:

s/ Paul R. DeGeest _____
Sheriff

BY: s/ Henry W. VanWeelden
Chairman, Board of Supervisors

It was moved by Rouw seconded by Gordy to adjourn. All present voted aye.
Motion carried.

Henry W. VanWeelden, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor