

August 7, 2006

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; and Member – Henry W. VanWeelden. Absent – Vice-Chairman – Lawrence Rouw. Also present were the following: Scott Dailey, KBOE Radio; Sone Scott, Mahaska County Treasurer; Paul DeGeest, Mahaska County Sheriff; Jerome Nusbaum, Mahaska County Engineer and Kay Swanson, Mahaska County Auditor.

Chairman Gordy opened the meeting with a moment of silence.

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

It was moved by VanWeelden seconded by Gordy to approve the minutes of July 3rd and 31st. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the bills for July in the amount of \$1,067,118.65 and payroll in the amount of \$425,637.16. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the Sheriff to place Mark Casey on the payroll as a full time employee in the jail at annual salary of \$25,000.00 beginning June 21, 2006. He had been previously employed part time. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the cancellation of outstanding disbursements for fiscal year 2004-2005 in the amount of \$396.37. (General Fund \$200.00; General Supplemental Fund \$126.37; and Secondary Road \$70.00). All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION

STATE PSYCHIATRIC PAPERS

WHEREAS, the Mahaska County Board of Supervisors (hereinafter referred to as "Board") has been notified by the University of Iowa Hospital & Clinic regarding State Psychiatric Papers, and,

WHEREAS, pursuant to Senate File 2341 regarding State Psychiatric Papers, the Board hereby designates the Mahaska County CPC as the county's designee for the State Psychiatric Paper process.

NOW THEREFORE BE IT RESOLVED that the Board designate the Mahaska County CPC as the county's designee for the State Psychiatric Paper process effective July 1, 2006.

The vote on the Resolution: Aye: VanWeelden, Gordy

Nay: None

Absent: Rouw

Approved and passed by the Mahaska County Board of Supervisors on this 7th day of August, 2006.

s/Greg Gordy _____
Chairperson
Mahaska County Board of Supervisors

ATTEST:

s/ Kay Swanson

Mahaska County Auditor

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2006, by and between the Mahaska County Hospital doing business as Mahaska Health Partnership, acting by and through its duly constituted Board of Trustees (hereinafter referred to as "the hospital"); Mahaska County, Iowa, acting through its duly constituted board of Supervisors (hereinafter referred to as "the county"); and the Mahaska county, Iowa, Board of Health, acting by and through its board (hereinafter referred to as "the board"); as follows:

WHEREAS, the hospital is a duly organized and operating county hospital, operating under the laws of the State of Iowa, and is desirous of assuming the services imposed upon by the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the county is desirous of entering into an agreement for the provision of the services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the board is desirous of entering into an agreement for the provision of services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as

identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

WHEREAS, the parties understand that this agreement relates to services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-79, IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

IT IS THEREFORE AGREED by and between the parties as follows:

1. This agreement shall be effective commencing July 1, 2006, and shall continue until June 30, 2007.
2. The hospital shall assume and perform, in good faith, all services of the board, including those heretofore performed by the board, including such services as are now or may hereafter be imposed upon the board by statute or administrative rule, including, without limitation, those services set for the by IAC 641-79, and IAC 641-80. The hospital and BOH will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the hospitals board of trustees and hospital administration. The hospital shall be responsible for final policy, program, and agency evaluation.
3. The hospital shall keep all records, reports, and memoranda complied in performance of the services set forth in paragraph two (2) herein. They shall make and file all reports in a timely manner as required by statute or administrative rule, or required by the terms and conditions of any grant or other program with the appropriate governmental unit or other authority or agency requiring the same; and shall provide copies of such to the board on a quarterly basis. The hospital shall maintain confidentiality of all medical records.
4. The county shall continue to maintain family health and dental insurance for the three employees maintained on the county insurance policy prior to April 1, 1994. The hospital agrees, on a monthly basis, to reimburse the county the full dollar amount for said insurance premiums. It is further agreed that the above described employees and the hospital shall have the option of enrolling said employees in the hospital medical plan if appropriate.
5. The hospital will continue to provide services to Mahaska County residents without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate.
6. The County will reimburse the hospital \$1 15,000 (with the proposed budget of

\$60,000 for Public Health services and \$55,000.00 for Home Care Aid services) contracted and rendered in FY 06/07 for services pursuant to the within agreement. Payments for services provided will be billed Bi-Monthly to the county by the hospital. In addition, the board agrees to allocate all funds from the Iowa Department of Public health to the hospital for services provided pursuant to this agreement to the hospital under the single county contract also known as the LPHS contract. Any adjustments made to the LPHS contract during the FY by the IDPH will be passed onto the hospital by the county.

7. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties thereunder and shall furnish proof thereof at the request of the board.

8. The BOH is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 64 1 .Chapter 79 & 80.

9. This agreement can be terminated only upon written notice to be served 90 prior to the end of each contract period.

10. Upon termination of this agreement the hospital shall forthwith deliver to the board all records in its possession relative to the duties carried out by the hospital pursuant to this agreement.

11. If notice of termination is not given pursuant to paragraph thirteen, this agreement shall automatically renew at the end of each contract period for an additional one-year term. An addendum which includes the LPHS contract face sheet amounts as well as signatures of all parties will be executed annually. This face sheet attachment represents the Local Public Health Services Grant awarded for FY 07.

12. This agreement shall be amended only by a written agreement executed by all parties.

13. All notices which may need to be served herein shall be sent by regular mail to Jay Christensen, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

s/ J. Christensen
Mahaska Health Partnership, CEO

7-12-06

s/ Greg Gordy
Mahaska county Board of Supervisors
Chairman

8-7-06

Mahaska County Board of Health
Chairman

It was moved by VanWeelden seconded by Gordy to approve the 28E Agreements between Mahaska County and University Park and Beacon cities for law enforcement. 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, hereinafter 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 \$4,200.00 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, 2006.
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, 2006, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this _____ day of _____, 2006.

ATTEST:

City Clerk

TOWN OF UNIVERSITY PARK
A Municipal Corporation

BY _____
Mayor

ATTEST:

s/Kay Swanson _____
County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision

BY:s/Greg Gordy _____
Chairman, Board of Supervisors

APPROVED: _____
Sheriff

28E AGREEMENT

This Agreement, entered into by and between the Town of Beacon, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a political subdivision, hereinafter 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 \$3,200.00 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 August, 2006.
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, 2006, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this _____ day of _____, 2006.

ATTEST:

City Clerk

TOWN OF BEACON
A Municipal Corporation
BY: _____
Mayor

ATTEST:

County Auditor

COUNTY OF MAHASKA, IOWA
A Political Subdivision
BY: _____
Chairman, Board of Supervisors

APPROVED:

Sheriff

It was moved by VanWeelden seconded by Gordy to approve the request of the County Treasurer to approve the following resolution. All present voted aye. Motion carried.

RESOLUTION:

BE IT RESOLVED, and it is hereby resolved, that the INTERGOVERNMENTAL AGREEMENT CREATING THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE, attached hereto and marked as Exhibit "A" is approved and adopted by Mahaska County.

BE IT FURTHER RESOLVED, that the Mahaska County Treasurer is authorized to participate as a Sponsor in the attached agreement in his/her capacity and consistent with his/her authority as County Treasurer of this County.

BE IT FURTHER RESOLVED, that the Mahaska County Treasurer is authorized to take any additional actions and execute any documents that are, in his/her discretion, necessary to facilitate this Resolution.

Dated this 7th Day of August, 2006

s/ Greg Gordy, County Board of Supervisors.

INTERGOVERNMENTAL AGREEMENT CREATING
THE IOWA COUNTY TREASURERS EGOVERNMENT ALLIANCE

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, this agreement is made and entered into by, between and among the County Treasurers for the counties of Carroll, Dubuque and Washington in the state of Iowa (all parties being hereinafter collectively referred to as "Members")

SECTION I.
NAME AND OFFICE

Pursuant to the provisions of Chapter 28E, Code of Iowa, and amendments thereto, the Members hereby form and create, as a public body corporate and a separate legal entity, the Iowa County Treasurers Egoovernment Alliance (hereinafter called the "Alliance"). The principal office shall be located at 501 S.W. 7th Street, Suite Q, Des Moines, IA 50309 and the initial contact person shall be Peggy Weitzl, Carroll County Treasurer, in her capacity as the current President of the Iowa State County Treasurers Association (the "ISCTA"). The contact person for the Alliance shall be the President of the ISCTA.

SECTION II.
DURATION

The Alliance shall have perpetual duration.

SECTION III. PURPOSES

The purpose of this agreement is to promote efficient public service to the citizens and businesses of Iowa by providing them with the option of paying county fees and taxes via credit card or E-check electronic fund debit through an on-line web service. In order to maximize the efficiency of this system and minimize the cost, it is preferable for the Members to jointly contract with a single web-based portal developer and manager that will process web-based transactions and facilitate transfer of funds into a single bank account.

The primary purpose of the Alliance is therefore to provide a framework within which the Members can jointly and cooperatively own and manage a bank account (the "Account") that will serve as the repository of payments made, via a web based portal, for the purpose of collecting statutory fees and to distribute to each participating county treasurer on a regular basis its statutory fees and taxes held in the Account according to the terms of the contract for portal development and management services in effect at the time. In order to facilitate this transfer, the Alliance may establish one account per participating county treasurer and such other accounts as may be necessary for administration of the program. Other purposes will be served as well, including the following:

- (A) To investigate and pursue all opportunities for enhancing services to the citizens and businesses of Iowa in their regular dealings with county treasurers.
- (B) To investigate and pursue all opportunities for the reduction of costs of services provided to the citizens and businesses of Iowa in their regular dealings with county treasurers.
- (C) To cooperate with and pursue the support of any interested and/or affected public agencies that would benefit from taking part in the Alliance's program.
- (D) To share all expenses incurred as a result of decisions made and action taken by the Alliance in the pursuance of the purposes set forth above

SECTION IV. ORGANIZATION

The affairs of the Alliance shall be under the direction and control of the Board of Directors in accordance with this Agreement and the Bylaws adopted pursuant to this Agreement and as further set forth below:

- (A) The Board of Directors of the Alliance shall consist of those members of the Executive Board of the ISCTA who have adopted this Agreement. Name and title shall correspond to their respective office in the ISCTA. The members of the Board of Directors shall serve for a term consistent with their term as a member

of the ISCTA Executive Board. There shall be no limit on the successive terms which an incumbent may serve.

- (B) The Alliance shall hold at least one meeting each year on dates and at places which shall be determined by the Alliance. Special meetings may be held at the call of the Board of Directors or majority of the membership of the Alliance.
- (C) The Alliance shall cause this Agreement to be filed with the Iowa Secretary of State and shall notify the Secretary of State of the name of any Member withdrawing from or joining the Alliance.
- (D) The Alliance shall establish a bond or other form of insurance coverage determined to be necessary for the protection of its Members against negligence, malfeasance, misfeasance, or nonfeasance of the Board of Directors. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

SECTION V. MEMBERSHIP

(A) The Members listed in Section I of this agreement shall be the initial members of the Alliance, subject to adoption of this agreement. Any Iowa County Treasurer may become a Member of the Alliance by adopting this agreement, subsequent amendments thereto and the Bylaws in effect at that time. In addition, the Alliance may, upon an affirmative vote of the Board of Directors, permit any other "Public Agency" as that term is defined in Iowa Code Chapter 28E to join and participate in this agreement consistent with the provisions of Chapter 28E and this agreement.

(B) Withdrawal. A Member may withdraw from membership in Alliance when its governing body requests such withdrawal by resolution which shall be forwarded in writing to Alliance. In the event of withdrawal, such Member shall not be relieved of its obligation to pay any portion or all of its share of expenses then due, if not otherwise paid for the year in which such withdrawal occurs. If such withdrawal occurs prior to the adoption of the annual budget for the following year, the withdrawing Member shall not be subject to any assessment arising there from; conversely, in the event of withdrawal after the adoption of the budget for the following year, such Member shall pay any expenses for the following year. If the Alliance, prior to receiving such request to withdraw, has incurred other indebtedness which matures after the effective date of such request, the withdrawal shall not be effective until such indebtedness shall have been paid by the Alliance, or in the alternative, until the withdrawing Member shall have collected and paid to Alliance the amount of its expenses. In no event shall a Member be liable to the Alliance for an amount greater than its share of funds held in the Account.

SECTION VI. POWERS

- (A) The Alliance shall be a public body corporate and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have all of the powers granted by Iowa Code Chapter 28E and all amendments adopted subsequent thereto, and shall exercise any and all powers inherent in any member.

- (B) Without limitation, but by way of illustration, the governmental Members shall individually and collectively delegate to the Alliance the following enumerated powers which shall be exercisable upon the concurrence of the Board of Directors:
- (C)
- (1) To sue and be sued;
 - (2) To provide for a depository and to establish the Account;
 - (3) To acquire, hold, and distribute the funds derived from the payment of county fees and taxes via credit card or E-check fund debit through an on-line web service.
 - (4) To oversee and administer the funds held in the Account consistent with this Agreement.
 - (6) To serve as the signatory on the Account and to authorize and facilitate transfers of funds into and out of the Account.
 - (7) To establish and administer a system of budgeting, accounting, auditing, reporting and distribution of all Alliance funds in the Account consistent with this Agreement.
 - (8) To cooperate with any portal manager contracted by the ISCTA consistent with the terms of any contract entered into between the ISCTA and a portal manager for the purpose of facilitating the objectives of this Agreement.
 - (9) To make and enforce by-laws or rules and regulation for the management and operation of its business and affairs.
 - (10) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person;
 - (11) To enter into any and all contracts, execute any and all instruments, and do and perform any and, all acts or things necessary, convenient or desirable for the purposes of the Alliance or to carry out any powers expressly given by this Agreement;
 - (12) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
 - (13) To receive funds from each Member in the pursuance of the purposes of the Alliance and in accordance with the powers set forth herein.
 - (14) To accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the Federal Government.
 - (15) To hire legal counsel or contract with any public or private entity to provide necessary services.

SECTION VII.

COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests from the Alliance to make records available to the Alliance and to provide assistance to aid in the efficient and effective accomplishment of the purpose of this Agreement, and the Alliance agrees to respond to like request from members

SECTION VIII.
FINANCING

(A) The Alliance Board of Directors shall prepare an annual budget for the operation of the Alliance. The budget shall be submitted to the members not less than thirty (30) days prior to the meeting at which the budget will be voted upon.

(B) The Members agree that any interest earned from deposits held in the Account may be used to maintain, enhance and expand web based services provided by the members to the citizens and businesses of Iowa. Expenditures of interest shall be made consistent with any proposal and budget submitted and approved as outlined above.

SECTION IX.
NOT FOR PROFIT

It is expressly understood that the Alliance is to be operated not for profit and no profit or dividend will inure to the benefit of any private person or corporation.

SECTION X.
SUSPENSION OF VOTING RIGHTS AND SERVICES

During any period of delinquency by a Member in the payment to the Alliance of its share of the budget, such Sponsor shall not be entitled to the services of the Alliance, nor shall the Sponsor be entitled to vote on matters coming before the Alliance, unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Alliance.

SECTION XI.
WITHDRAWAL AND DISSOLUTION

(A) The Alliance shall be completely dissolved and this Agreement terminated only upon the affirmative two-thirds majority vote of the Members, which vote shall specify the date and time such dissolution shall be effective, which date and time may be amended at or before such time but not thereafter, by an affirmative two-thirds majority vote of the Members.

(B) In the event of a vote to completely dissolve the Alliance, any funds held in the Account in excess of accrued expenses shall be distributed on the date and time set for dissolution to each Member in an amount equal to that Member's annual average percentage share of the funds deposited in the Account at the time of distribution.

SECTION XII.
AMENDMENT OF AGREEMENT

This Agreement may be amended by a two-thirds roll call vote of the members in any regular or special meeting of the Alliance called upon notice to all Member's not less than thirty (30) days prior thereto setting forth the substance of the proposed amendment. Notwithstanding the foregoing, however, the Board of Directors for the Alliance shall have the power from time to time, as needed, to change the place of the registered office of the Alliance.

SECTION XIII.
SEVERABILITY

If any one or more of the provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder thereof shall not be thereby affected.

Approved and made effective on the - day of _____, 2006 by the following Members.

CARROLL COUNTY TREASURER

By:

Peggy Weitzl, Carroll County Treasurer

Date:

DUBUQUE COUNTY TREASURER

By:

Eric Stiemann, Dubuque County Treasurer

Date:

WASHINGTON COUNTY TREASURER

By:

Jefrey A. Garrett, Washington County Treasurer

Date:

It was moved by Gordy seconded by VanWeelden to approve the request of the Treasurer to place Patricia Campbell as a part time employee on the payroll in the tax department beginning September 18th at \$7.50 per hour for the property tax season. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the annual report for fiscal year 2005-2006 for the Sheriff's Office. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the semi-annual and annual report for fiscal year 2005-2006 for the Treasurer. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the fourth quarter report for fiscal year 2005-2006 and the annual report for fiscal year 2005-2006 for the Recorder. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the monthly report for June, 2006 and the fourth quarter report for fiscal year 2005-2006 for the Veterans Affairs Commission. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the monthly report for July, 2006 for the Veterans Affairs Commission. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the 28E agreement with Iowa Department of Transportation for the replacement of the Railroad bridge on highway 63 North. The right-of-way acquisition agreement on the project was signed by the County and DOT on January 17th and January 22, 2005 respectively. All present voted aye. Motion carried.

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

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor