

**October 20, 2008**

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 – Henry W. VanWeelden; vice chairman – Greg Gordy and member – Lawrence Rouw. Also present were the following: Julie Bak, Mahaska County CPC; Donald Russell, Mahaska County Sanitarian; Miranda Johnson, Mahaska County Agricultural and Rural Development Director; Troy Bemis, Courthouse maintenance; Mary Sexton, Mahaska County Clerk of Court; Brian Knudtson, IT Director; Lyle Siefering, Hawkeye Real Estate; Jerome Nusbaum, Mahaska County Engineer, Michael Rodwell, Secondary Road Department; and Kay Swanson, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

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

It was moved by Rouw seconded by Gordy to approve the agenda with the addition of approval of liquor license for Peppers, Inc. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the minutes of October 6<sup>th</sup> meeting. All present voted aye. Motion carried.

Miranda Johnson, Mahaska County Agricultural and Rural Development Director gave the board her monthly report and it was placed on file.

Donald Russell, Mahaska County Sanitarian gave the board his monthly report and it was placed on file.

It was moved by Gordy seconded by Rouw to approve the following contract with Ten-fifteen Transit. All present voted aye. Motion carried.

**CONTRACT FOR TRANSPORTATION SERVICES  
BETWEEN MAHASKA COUNTY AND 10-15 TRANSIT**

WHEREAS, MAHASKA COUNTY has an interest in provision of transportation services to specific clients, and;

WHEREAS, 10-15 Transit has been officially designated as the regional transit system for Region 15 pursuant to Section 324A Code of Iowa and has vehicles and employees available for transporting those persons,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

## **A. Purpose and Timeframe**

1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.

2. The contract period shall begin on January 1, 2009 and continue through June 30, 2009. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

## **B. Description of Services**

1. All transit services will be provided in vehicles which are open to the general public without discrimination.

2. Service shall be provided Monday through Friday except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

3. Service hours under this contract shall be scheduled to meet locally determined needs.

4. Service shall be demand responsive designated to meet the contractors needs.

5. Access to service shall be obtained by referral from Central Point Coordinator.

6. No fare shall be charged to the passenger.

7. Service shall be insured with the following coverages:

A. General Liability \$2 million

B. Automobile Liability \$2 million

C. Uninsured and Underinsured Motorist \$2 million

8. Continuity of service shall be provided for through access to spare vehicles located within the ten county area.

## **C. Responsibility of Transit System**

1. 10-15 Transit shall serve as an independent contractor.

2. 10-15 Transit shall provide and maintain in safe and presentable condition such vehicles as are required to provide the services described above, including back up vehicles.

3. 10-15 Transit shall employ and train clean and courteous personnel as necessary to provide the services described above. All drivers shall have Commercial Drivers Licenses.

4. 10-15 Transit shall operate all services described above including scheduling and dispatching support.

5. 10-15 Transit shall notify MAHASKA COUNTY in the event of any unavoidable interruption or delay in service.

6. 10-15 Transit shall notify MAHASKA COUNTY in the event of any incidents relating to passengers served under this contract.

7. 10-15 Transit shall insure services to the limits described above. Such insurance shall not be canceled except after 30 days notice to MAHASKA COUNTY.

8. 10-15 Transit shall accept all risk and indemnify and hold MAHASKA COUNTY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of 10-15 Transit or its employees or agents.

9. 10-15 Transit shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

10. 10-15 Transit shall provide to MAHASKA COUNTY a monthly billing for services rendered in the previous month including a report of services provided.

11. 10-15 Transit shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to MAHASKA COUNTY upon request.

12. 10-15 Transit shall permit inspection of its vehicles, services, books, and records by MAHASKA COUNTY or agencies providing funding to MAHASKA COUNTY upon request of MAHASKA COUNTY.

13. 10-15 Transit shall provide information about the availability of the above described services, as well as other services of 10-15 Transit to both the target population of this contract and to the general public.

14. 10-15 Transit shall comply with all applicable state and federal laws, including but not limited to, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws, including Headstart Performance Standards related to transportation.

#### **D. Responsibilities of MAHASKA COUNTY**

1. MAHASKA COUNTY shall provide funding as identified in this contract.

2. MAHASKA COUNTY shall promptly pay all justified billings under this contract.

3. MAHASKA COUNTY shall comply with state and federal laws regarding nondiscrimination in relation to the services covered by this contract.

4. MAHASKA COUNTY shall inform 10-15 Transit of any changes affecting the transportation needs of the target population including possible changes in client addresses, activity schedules, or weather related program changes by the MAHASKA COUNTY.

5. MAHASKA COUNTY shall assist 10-15 Transit as requested in the design and scheduling of transit services to meet the needs of the target population.

6. MAHASKA COUNTY shall assist 10-15 Transit as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of 10-15 Transit.

7. MAHASKA COUNTY shall report to 10-15 Transit any costs incurred in carrying out its responsibilities under this contract.

8. MAHASKA COUNTY shall indemnify and hold 10-15 Transit harmless for any loss caused by 10-15 Transit's inability to provide services under emergency conditions.

### **E. Compensation**

1. The fully allocated operating costs for services under this contract are estimated to be \$.45 per passenger mile.

2. The costs of services under this contract identified in "E.1" above are based upon assumptions concerning costs of supplies and the existence of other transit services contracts. Should circumstances shift so as to significantly increase costs of services under this contract, the rate of compensation may/shall be subject to renegotiation. Should circumstances shift so as to significantly decrease costs of services under this contract, the rate of compensation may/shall be subject to renegotiation.

3. Billing for services under this contract shall be on a reimbursement basis and shall be provided to the MAHASKA COUNTY on approximately the 10th day of each month, based on services provided.

4. Payment of justified billings shall be due by the 20th day of each month.

### **F. Reporting**

1. Items to be reported with each monthly billing based on the previous month shall be:

Total number of rides provided  
Total number of hours provided

Total number of miles driven

2. Items to be reported on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruption of services, and any interruption in service.

### **G. Entire Agreement**

1. This contract contains the entire agreement between MAHASKA COUNTY and 10-15 Transit. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

### **H. Amendments**

1. Any changes to this contract must be in writing and be mutually agreed upon by both MAHASKA COUNTY and 10-15 Transit.

### **I. Termination**

1. In the event of general non-performance, cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation.

### **J. Saving Clause**

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

### **K. Assignability and Subcontracting**

1. This contract is not assignable to any other party without the express written approval of the MAHASKA COUNTY and 10-15 Transit.

2. No part of the transportation services described in this contract may be subcontracted by 10-15 Transit without the express written approval of MAHASKA COUNTY.

3. Notwithstanding the provision of "K.1" above, it is hereby agreed that 10-15 Transit may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by 10-15 Transit to avoid a service interruption. MAHASKA COUNTY shall be notified, in advance if possible, each time this provision is invoked.

**ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW.**

By: s/ Henry W. VanWeelden  
For: MAHASKA COUNTY  
Date: 10-20-2008

By: \_\_\_\_\_  
For: 10-15 Transit  
Date:

Julie Bak, Mahaska County CPC discussed how the rates will be billed for case management beginning the first of November. She will be needing new laptops for her case managers to be able to recoup the federal funds for case management services.

The matter of the carpet for the third floor hallway was tabled.

It was moved by Rouw seconded by Gordy to approve the quarterly report for the Recorder for 1<sup>st</sup> quarter 2008-2009. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the request of the Treasurer to remove Julia Hime from the treasurer's driver's license department payroll effective October 8, 2008 at 9:30 a.m. All present voted aye. Motion carried.

The matter of the update of the county website was tabled until November 17<sup>th</sup> meeting.

It was moved by Gordy seconded by Rouw to approve the application for renewal of liquor license for Peppers, Inc. owned by Steven Tibbitts at 2274 Highway 63, Oskaloosa beginning November 10, 2008 expiring November 9, 2009. All present voted aye. Motion carried.

Lyle Siefering, discussed with the board the purchase of a real estate property. It was moved by Gordy seconded by Rouw to extend the contingency clause until November 4<sup>th</sup> for the purchase of this property. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the request of the engineer to hire Shawn Michael Schippers as a truck driver/laborer at \$15.00 per hour beginning October 24, 2008. Vote 2 aye – 1 nay. Motion carried.

It was moved by Rouw seconded by Gordy to authorize the engineer to sign the funding request to the Federal Highway Administration to repair roadways damaged by 2008 flooding. (FHWA Disaster Number IA08-01).

Project JVA-62-001 Highway T-39 Des Moines River Bridge north 0.9 miles

Project JVA-62-002 Highway G-71 Des Moines River Bridge west 0.81 miles

All present voted aye. Motion carried.

Bids were opened for the Local project letting (L-SCS08-62-01) Erosion control project.

DeLong Construction, Inc.	\$216,292.50
McCulley Culvert Inc.	\$131,280.00
Seaton Construction	\$149,165.00

No action taken today.

The quarterly report for the Veterans Affairs Commission was tabled.

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

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Henry W. VanWeelden, Chairman  
Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor