



**HARDIN COUNTY**  
Board of Supervisors

April 26, 2022

**NOTICE: Public meetings will be held in-person and also livestreamed for viewing only, as possible. To view meetings remotely, please use the Zoom information listed below.**

1. 9:00 A.M. Call To Order  
Courthouse Large Conference Room

2. Pledge Of Allegiance

3. Approval Of Agenda

4. Approval Of Minutes – 04/20/22

Documents:

[04-20-22 MINUTES.PDF](#)

5. Approval Of Claims For Payment – 04/27/22

Documents:

[VENDOR PUBLICATION REPORT 4.27.22.PDF](#)

6. Consideration To Approve Resolution Allocating ARPA Funds

Documents:

[2022-17 RESOLUTION ALLOCATING ARPA FUNDS.PDF](#)

7. Consideration Of Class C Liquor License-Radcliffe Friendly Fairways Golf Course, Inc.

Documents:

[RADCLIFFE FRIENDLY VALLEY FAIRWAYS GOLF COURSE LIQUOR LICENSE.PDF](#)

8. Consideration Of Class A Liquor License-Iowa Falls Lodge Loyal Order Of Moose Lodge #1331

Documents:

[LOYAL ORDER OF MOOSE LODGE 1331 LIQUOR LICENSE.PDF](#)

9. Consideration Of Mowing Bids Of The County Home Cemetery
10. Consideration Of 28E Agreement With Franklin County-CICS

Documents:

[28E AGREEMENT WITH FRANKLIN COUNTY-CICS.PDF](#)

11. IFADC Updates-Mark Buschkamp
12. Change Of Status-Sheriff Department

Documents:

[CHANGE OF STATUS-SHERIFF DEPARTMENT.PDF](#)

13. Other Business
14. Adjournment/Recess
15. 9:30 A.M. Drainage  
Courthouse Large Conference Room
16. 10:00 A.M. Courthouse Basement Remodeling Pre-Construction Meeting, Courthouse  
Large Conference Room
17. 11:30 A.M. Department Head Meeting, EOC Building

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – APRIL 20, 2022  
WEDNESDAY – 9:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

Board Chair BJ Hoffman called the meeting to order. Supervisors Lance Granzow and Renee McClellan were in attendance. Also attending were Taylor Roll, Darrell Meyer, Jessica Sheridan, Angela De La Riva, Dave McDaniel, Michael Pearce, Jolene Pieters, and Robert Nazario. Attending via Zoom: Connie Mesch, Lori Kadner, Tifani Eistentrager, Cheryl Lawrence, JD Holmes, Rocky Reents, Elaine Loring, Matt Rezab, Curt Groen, Mark Buschkamp, Pauline Lloyd, Donna Juber, and Julie Duhn.

The Pledge of Allegiance was recited.

Granzow moved, McClellan seconded to approve the agenda. Motion carried.

McClellan moved, Granzow seconded to approve the minutes from 04/11/22. Motion carried.

Granzow moved, McClellan seconded to approve the claims for payment for 04/20/22. Motion carried.

McClellan moved, Granzow seconded to approve the Minerva Valley Telephone/Hubbard Telephone Utility Permit UT-22-006 application to install fiber optic cable. Motion carried.

Granzow discussed the purpose of the Livestock at Large Ordinance, giving the Sheriff's Office the ability to enforce some of the livestock being out due to negligence and chronic violators, not an act of God or nature.

Granzow moved to waive the third reading and approve the Livestock at Large Ordinance, McClellan seconded. Roll Call Vote: "Ayes" Granzow, McClelland, Hoffman. "Nays" none. Absent: None. Motion carried.

At 9:03 a.m. Board Chair BJ Hoffman opened the public hearing on Relinquishment of the Easement of Real Property, located near NRP and Pine Lake Corn Processors. Auditor Pieters and Engineer Roll stated that they had not received any type of communication on this matter. Granzow explained that this was a piece of property for a road and when designed, the road was built elsewhere so the County has no purpose for this property. Engineer Roll confirmed. No public comments.

McClellan moved, Granzow seconded to close the public hearing. Motion carried. Public Hearing was closed at 9:04 a.m.

McClellan moved, Granzow seconded to adopt the Resolution Proposal to Relinquish Easement in Real Property. Roll Call Vote: "Ayes" Granzow, McClelland, Hoffman. "Nays" none. Absent: None. Motion carried.

Where upon Board Supervisor Renee McClellan moved that the following resolution be adopted:

RESOLUTION NO. 2022-16

**PROPOSAL TO RELINQUISH EASEMENT IN REAL PROPERTY**

**WHEREAS**, Hardin County, Iowa, became the owners of an easement as part of the Pine Lake Corn Processors property, as part of the grant to develop the property, and

**WHEREAS**, the purpose of the easement was for a roadway, but the easement was not needed for the roadway, and

**WHEREAS**, the County desires to release the easement, minus that portion needed for existing roads, and return the property to the tax rolls, as described below:

**75.00 feet north of and 55.00 south of the following described centerline:**

**Commencing at the South One-quarter Corner of Section Three (3), Township Eighty-eight (88) North, Range Nineteen (19) West of the 5<sup>th</sup> P.M. Hardin County, Iowa; thence North 1492.00 feet along the east line of the SW ¼ of said Section Three (3) to the Point of Beginning; thence West 1100.00 feet; except the existing Road Right-of-Way of County Hwy S-56 and 170<sup>th</sup> Street.**

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Hardin County, Iowa, that

- a. The Hardin County Board of Supervisors shall hold a public hearing on this proposal scheduled for April 20, 2022, at 9:02 A.M., at the Hardin County Courthouse, with action on the proposal at the regular Board of Supervisor meeting on the same date;
- b. The Hardin County Auditor also shall publish notice of a public hearing on the proposal and action item for the subject property.

The motion was seconded by Board Member Lance Granzow and after due consideration thereof, the roll was called and the following Board Members voted:

Ayes: Granzow, McClellan, Hoffman

Nays: None

Absent: None

Abstain: None

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this 20<sup>th</sup> day of April, 2022.

/s/ BJ Hoffman  
BJ Hoffman, Chair  
Board of Supervisors

Attest:

/s/ Jolene Pieters  
Hardin County Auditor

Engineer Roll gave an update on the bike trail stating that they are pouring some of the bridge decks and OEL from Steamboat has mentioned that they want to start paving soon and things are looking good. Secondary Roads will begin next week working 10 hours days, 4 days per week.

The Auditor's office had received three bids for mowing the County Home Cemetery which Hoffman opened during the meeting. Hoffman stated that he did not want to act on these today until they can look at the figures more closely for accuracy. Hoffman stated that he would like to confer with Attorney Meyer before awarding the contract to anyone.

Granzow moved, McClellan seconded to table the consideration of the mowing bids and place this on the agenda for April 27, 2022 Board of Supervisors' meeting if they have remedy. Motion carried.

McClellan moved, Granzow seconded to approve the Municipal Solid Waste Sanitary Landfill Local Government Guarantee. Hoffman explained that this is a procedural item if the Rural Iowa Sanitary Landfill would have to close or covered and the financial means to do that. Granzow explained that this is done every year and Butler County is responsible for half of the expenses. Motion carried.

Angela De La Riva was unable to give updates on Economic Development, due to leaving for a telephone conference. Hoffman suggested that she be added to a future agenda.

McClellan moved, Granzow seconded to approve the ARPA Funds request by the Sheriff/Jail for \$76,816.90. This is for UV machines that can sanitize an entire room or contaminated vehicle. Motion carried.

McClellan moved, Granzow seconded to approve the ARPA Funds request by Environmental Health and Zoning for \$38,304.00 for the Geo Permit program that would allow citizens to apply for permits through an online portal at any time of the day, ability to track the process, increase compliance with regulations regarding permits, reduce the administrative time spent, increase communication between departments, and would reduce the foot traffic into the Courthouse. Jessica Sheridan stated that the initial expense is a one time expense to get set up and then there would be a maintenance fee every year after that for \$7,500 which will be paid for by the IT department. This program can be used by multiple departments. Motion carried. Motion carried.

Granzow moved, McClellan seconded to approve the ARPA Funds request by Property Management for \$23,400 for I-Wave Air Purification Units in County HVAC systems. Motion carried.

No other business.

Granzow moved, McClellan seconded to adjourn the meeting. Motion carried.

Meeting adjourned at 9:20 a.m.

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BJ Hoffman, Chair  
Board of Supervisors

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Jolene Pieters  
Hardin County Auditor





<b>Vendor Name</b>	<b>Vendor Number</b>	<b>Total Payments</b>
AgSource Cooperative Services	6022V	485.75
AgVantage FS	690V	4,866.78
Alliant Energy	4253V	790.04
Angela De La Riva	100411	217.00
Anita L Reed	145E	85.30
Becca Junker	100351	55.00
Black Hills Energy	4450V	322.70
Caterpillar Financial Services	2434V	3,093.26
Central Iowa Detention Center	1103V	1,350.00
Central Iowa Distributing Inc	3043V	350.00
CenturyLink 2956	4569V	251.74
Cintas Corporation-Cincinnati	1545V	137.47
Cintas-Chicago	2475V	480.78
City of Steamboat Rock	518V	20.00
Coleman Moore Co.	63513V	16,800.00
Connie J Mesch	1020E	141.00
Culligan - IA Falls	100455	98.00
Dale Howard	855V	288.22
Devere Company Inc	2570V	149.00
Equipment Blades, Inc.	100478	4,811.00
Franklin County Sheriff	953V	44.95
Galls Incorporated	1389V	319.03
GECRB/AMAZON	2403V	3,322.88
General Basic Fund	1270V	1.32
Hardin County Sheriff	1452V	44.79
HOLIDAY INN AIRPORT	4412V	1,159.20
Hubbard Co-op Telephone Assn	61486V	482.00
Hy-Vee	589V	11.74
Iowa Falls Friends Cemetery	532V	128.00
Iowa Public Procurement Association	101050	20.00
Jamie Geisler	100727	51.00
Jasper Construction Services, Inc.	100944	226,946.77
John Deere Financial	1394V	495.78
John Moore - JMC Data Services	2393V	75.00
Knight Sanitation	993V	172.00
Lawson Products Inc	5826V	56.10
Machel R Eichmeier	288E	50.00
Midland Power Cooperative	5999V	1,852.52
NAPA Auto Parts Eldora	617V	234.46
Petroblend Corp.	1219V	1,490.00
Quaker Security LLC	100507	1,275.00
Reliable1	1102V	526.26
Summit Food Service LLC	2332V	4,797.73
Superior Welding Supply	978V	42.46
Truck Center Companies East LLC	100823	273.22
Van Wall Equipment, Inc.	2924V	1.88
Xerox Financial Services	100896	1,920.03
<b>Grand Total:</b>	<b>280,587.16</b>	

**RESOLUTION NO. 2022-17**

**RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS**

**WHEREAS**, in March 2021, the federal government established the American Rescue Plan Act of 2021 (ARPA) which included the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects; and

**WHEREAS**, the U.S. Department of the Treasury issued an Interim Final Rule implementing the SLFRF program on May 10, 2021, which included replacing lost revenue to County governments, and

**WHEREAS**, on January 6, 2022, the Treasury issued final rules for the SLFRF program, including authorization for counties to allocate up to \$10,000,000 of their total SLFRF allocation as lost revenue to spend on government services.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hardin County Board of Supervisors approves allocating its total SLFRF allocation in the expected amount of \$3,272,138 as lost revenue to spend on government services.

**HEREBY RESOLVED** by the Hardin County Board of Supervisors this \_\_\_th day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
BJ Hoffman, Chair

\_\_\_\_\_  
Lance Granzow, Vice Chair

\_\_\_\_\_  
Renee McClellan

\_\_\_\_\_  
Attest: Jolene Pieters, Auditor





**FILED**

APR 19 2022

HARDIN COUNTY AUDITOR

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
RADCLIFFE FRIENDLY FAIRWAYS GOLF COURSE INC.	Radcliffe Friendly Fairways Golf Course, Inc.	(515) 291-1757	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
26814 County Highway S27	Radcliffe	Hardin	50230
MAILING ADDRESS	CITY	STATE	ZIP
PO Box 107	Radcliffe	Iowa	50230

## Contact Person

NAME	PHONE	EMAIL
Melanie Eide	(515) 291-1757	rfgolf@netins.ent

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Liquor License	8 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 15, 2022	Dec 15, 2022	

### SUB-PERMITS

Class C Liquor License



PRIVILEGES

Outdoor Service, Sunday Service

## **Status of Business**

BUSINESS TYPE

Privately Held Corporation

## **Ownership**

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Joshua Norem	Alden	Iowa	50006	President	0.00	Yes

## **Insurance Company Information**

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Nationwide Insurance Company	Apr 15, 2022	Apr 15, 2023
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law. Please submit this form to your local authority.

Joshua David Norem  
Applicant's Signature

3/21/22

Date

NOTARY

State of Iowa

County of Hardin

Signed and sworn to before me on 3/21/22  
Date

By Joshua David Norem  
Print Name of Applicant

Melanie Eide  
Signature of Notary

3/21/22  
Date

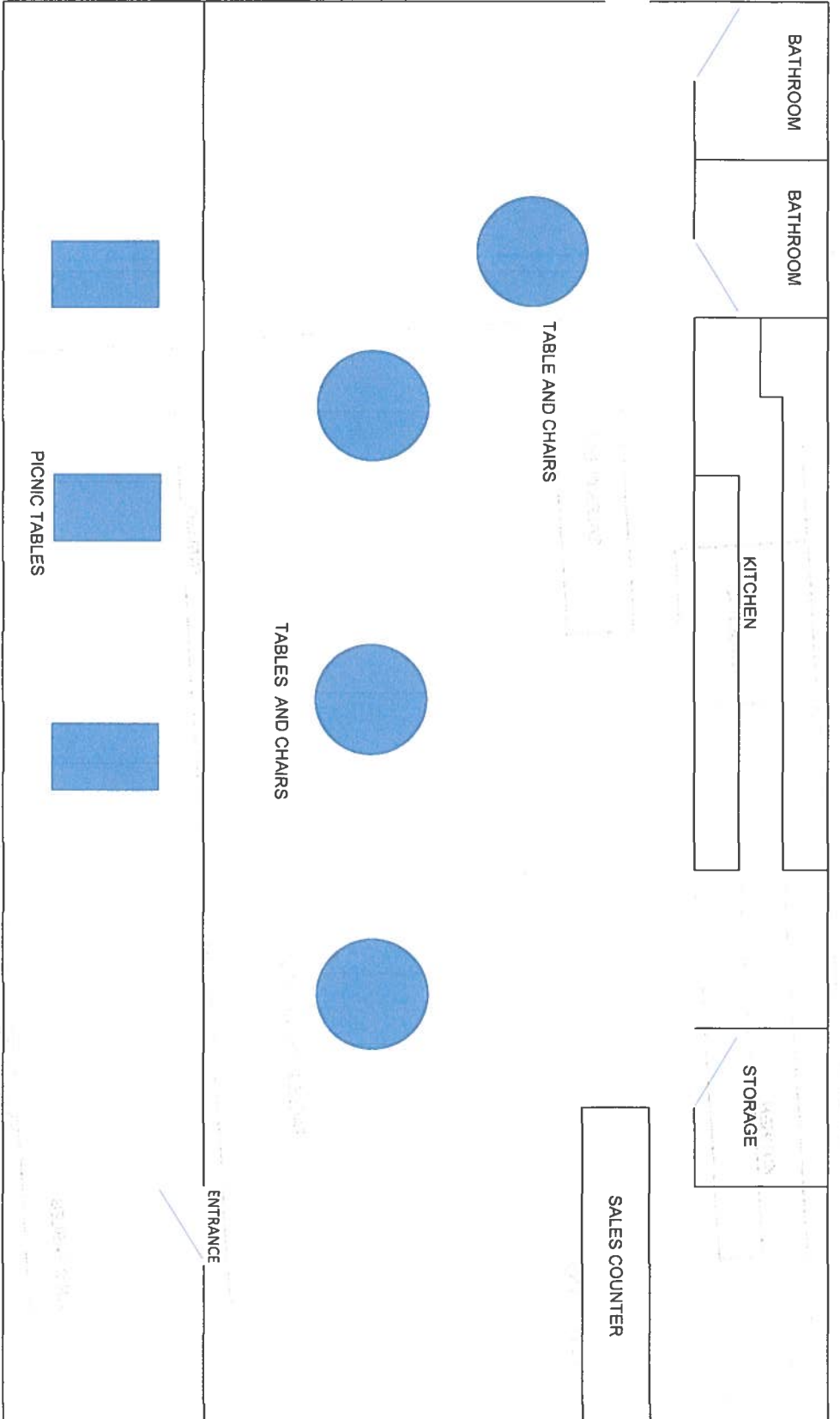


**FILED**

MAR 24 2022

HARDIN COUNTY AUDITOR





RADCLIFFE FRIENDLY FAIRWAYS GOLF COURSE INC  
 Sketch of Clubhouse

**FILED**

MAR 24 2022

HARDIN COUNTY AUDITOR





# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Iowa Falls Lodge #1331 Loyal Order of Moose of low	Loyal Order Of Moose Lodge Number 1331	(641) 648-3982		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
11350 Hwy 65		Iowa Falls	Hardin	50126-0000
MAILING ADDRESS	CITY	STATE	ZIP	
11350 Hwy 65	Iowa Falls	Iowa	50126	

## Contact Person

NAME	PHONE	EMAIL
Calista Dorenkamp	(641) 373-1054	lodge1331@mooseunits.org

## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LA0001248	Class A Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 1, 2022	Apr 30, 2023	

SUB-PERMITS  
Class A Liquor License

**FILED**

APR 22 2022

HARDIN COUNTY AUDITOR



PRIVILEGES

Outdoor Service, Sunday Service

**Status of Business**

BUSINESS TYPE

Privately Held Corporation

**Ownership**

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kevin Dorenkamp	Iowa Falls	Iowa	50126	Officer	0.00	Yes
Kevin Dorenkamp	Iowa Falls	Iowa	50126	Administrator	0.00	Yes

**Insurance Company Information**

INSURANCE COMPANY

Endurance American Specialty  
Insurance Co

POLICY EFFECTIVE DATE

May 1, 2022

POLICY EXPIRATION DATE

May 1, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE



APPLICANT

I hereby declare that all information contained in the E-license Application is true and correct. I understand that misrepresentation of material fact in the Application is a serious misdemeanor crime and grounds for denial of the license or permit under Iowa law.

Calista Dorenkamp Administrator  
Applicant's Signature

3/29/2022  
Date

NOTARY

State of Iowa

County of Hardy

Signed and sworn to before me on 3/29/2022  
Date



By Calista Dorenkamp  
Print Name of Applicant

Megan Carpenter  
Signature of Notary

3/29/2022  
Date

## 28 Agreement Between Franklin County, Iowa, and Hardin County

Effective July 1, 2022 Central Iowa Community Services (“CICS”) entered into a 28E Agreement with Franklin County to provide human resources (HR) services (“Services”) to include, without limitation personnel support and administration, payroll management, and benefit administration and see other services as described in aforementioned agreement. This agreement recognizes the responsibilities of Franklin County and CICS as Franklin County as the “Single Employer of Record” for all CICS staff performing duties of the Region.

### **Purpose of Agreement:**

In regards to the employees listed below, as CICS has entered into an agreement to enact Franklin County as “Single Employer of Record” for all CICS staff performing duties of the Region; Hardin County now does enter into the following Agreement for the following shared employee(s) between Hardin County and CICS. Both Franklin County & Hardin County recognizes that the following Agreement is applicable for said employee(s) in its entirety unless otherwise noted.

Employee(s): Jodi Hamilton for 10 % of FTE Status for Hardin County.

Franklin County and Hardin County agree to the following terms effective July 1, 2022. This agreement shall be approved by resolution by each party and filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

### ***Section 1. Human Resources Administration and Employee On-Boarding Services***

- 1.1 Hardin County will provide job descriptions and other documents as needed in the Franklin County format for each employee.
- 1.2 Franklin County will provide Services to Hardin County using Solutions, Inc. payroll software and applications (“Software”) at no additional expense to Hardin County. Franklin County shall take steps to ensure the Software will be hosted with secure servers, workstations, networking equipment, and operating systems with proper backup devices.
- 1.3 As part of the Services, Franklin County will provide full payroll support including, without limitation:
  - Payroll processing and records management, prepare all standard payroll reports after each payroll period (26 pay periods per year, prepare funds and issue checks and direct deposits accordingly).
  - All aspects of time and attendance tracking to include paid and unpaid leave time management.
  - Prepare all State and Federal tax remitting and filings including W-2s.
  - Iowa Public Employees Retirement System (IPERS) administration.
- 1.4 As part of the Services, Franklin County will manage on-boarding of new employees to include, among other things:
  - Criminal history checks through the Iowa Division of Criminal Investigation.
  - Driving records check through the Iowa Department of Transportation.
  - Post-employment physicals and drug screening.
  - I-9 compliance.
  - Assistance in hiring and interviewing to ensure compliance with State and Federal law.
- 1.5 Employees transferred to Franklin County’s employment upon execution of this Agreement shall not be required to complete the Franklin County’s hiring procedures including background checks, pre-employment physicals or drug screenings. This is due to the fact that prescreening and background checks have been

completed by the current employing county.

- 1.6 Employees hired after the effective date of this Agreement shall be required to pass any pre-employment background checks, pre-employment physicals, and drug-screening.

## ***Section 2. Employee Benefits***

- 2.1 As part of the Services, Franklin County will manage all aspects of employee benefits for CICS. This includes choosing appropriate benefit plans, completing necessary tasks and paperwork during new-hire onboarding, life events, and managing annual open enrollment benefit periods. Franklin County will manage invoicing from insurance providers and issue payment for premiums.
- 2.2 Employee benefits managed by Franklin County shall include:
- Fully-insured health insurance. Any employee cost share will be in accordance with Franklin County policies for its other employees.
  - Fully-insured dental insurance. Any employee cost share will be in accordance with Franklin County policies for its other employees.
  - Section 125 Cafeteria Plan (Flex Savings Account) for healthcare and dependent care reimbursement.
  - Group life insurance per Franklin County policies for employees and their dependents.
  - 457(b) Deferred Compensation plans.
- 2.3 As part of the Services, Franklin County will manage all aspects of:
- COBRA insurance and compliance.
  - Affordable Care Act compliance.
  - OSHA regulations and compliance.
  - Workers compensation to include access to company nurse services to manage workplace injuries and illnesses.
  - Family Medical Leave Act (FMLA) and compliance.
- 2.4 Employee leave benefits:  
CICS agrees to adopt Franklin County's paid leave accrual schedules, including vacation, sick, family sick, personal time, holidays, and floating holidays. CICS shall provide starting vacation and sick balances upon CICS staff hire date with Franklin County. Franklin County will allow CICS staff to accrue vacation and sick leave according to current years of service based on County leave accrual policies.

## ***Section 3. Employee Policies and Procedures, Employee Management, Employee Performance Evaluation***

- 3.1 CICS agrees to adopt Franklin County's Employee Policies and Procedures. The County will assist CICS with the development and adoption of CICS-specific policy and procedures as agreed upon. If CICS desires not to follow any of the County's established policies or to adopt a policy that contradicts the County's policies, said policy must first be approved by CICS and the Franklin County Board of Supervisors.
- 3.2 Franklin County will oversee and conduct any internal or external investigations arising from non-compliance of employee policy or allegations of harassment or discrimination. The County will make a formal recommendation for major disciplinary action to CICS. CICS will have the discretion to unilaterally implement

minor discipline (verbal and written warnings) on matters concerning employee performance. CICS shall provide documentation of minor discipline action to the HR office to be retained in the employee's personnel file. CICS shall consult with Franklin County's Department of Human Resources on major discipline issues that may lead to time off without pay or termination to ensure all ADA, Fair Labor standards and any other state and federal mandates are followed accordingly. Franklin County will not supersede a decision of CICS regarding employee discipline, but will serve in an advisory role in regard to employment laws and regulations. CICS agrees to hold the County free from liability to CICS if a CICS-specific employee policy, procedure, and/or practice is enforced in accordance with its terms and such terms in any way contradict Franklin County employee policy, procedure, and/or practice and results in a lawsuit involving CICS. Should the County incur additional expenses, including but not limited to legal fees or settlement funds, for investigations into CICS staff members for harassment, discrimination, or hostile work environment not resulting, in whole or in part, from any actions or inactions of Franklin County those expenses shall be reimbursed to the County by CICS.

- 3.3 Franklin County will have oversight of CICS staff only to the degree necessary to ensure compliance with State and Federal employment laws and applicable personnel policies. Day to day direction and oversight of CICS staff members will remain with CICS.

**Section 4. Employee Compensation**

- 4.1 CICS will pay start-up costs of one month of estimated employee costs to Franklin County prior to the first payroll period for CICS staff. Such costs shall be communicated to CICS in advance. Franklin County shall invoice CICS for the start-up costs. Upon termination of this Agreement, any funds advanced by CICS to Franklin County for start up-costs or other employee costs that have not been expended pursuant to the terms of this Agreement shall be promptly refunded to CICS.

(A) Hardin County will also pay start-up costs of one month of estimated employee costs to Franklin County prior to the first payroll period for any staff shared with CICS. All other portions of 4.1 applies equally.

- 4.2 CICS agrees that CICS staff members will be paid at their current hourly wage or salary upon transfer of their employment to the County. Thereafter, CICS staff will receive wage increases as approved by CICS Governing Board, following the same anniversary schedule as approved by the Franklin County Board of Supervisors.
- 4.3 CICS will promptly pay payroll costs monthly to Franklin County upon receipt of an invoice.

(A) Hardin County will pay payroll costs monthly to Franklin County upon receipt of an invoice for their portion of the employee payroll costs.

**Section 5. Payment for Services**

- 5.1 CICS shall be responsible for development of any budgets for the services provided hereunder and the services and expenses incurred pursuant to this Agreement shall be financed by CICS. As consideration for the Services and upon the submission of monthly invoices, within the payment terms stipulated herein, CICS shall pay Franklin County at the rates or in accordance with the milestone-pricing table set forth in Exhibit A on a monthly basis. In no event, however, shall the County perform, or receive compensation for additional services not set forth in this Agreement without a written mutually agreed upon modification of this Agreement signed by both parties encompassing such additional services in accordance with Section 6 below.

(A) Hardin County agrees to follow the stipulations laid out in item 5.1 for their portion related to their share of the employee.

5.2 CICS agrees to cover all additional employee-related fees and costs incurred to Franklin County resulting from the performance of this Agreement such as but not limited to: unemployment claims, worker's compensation costs, and pre- and post-employment screening costs for CICS staff.

(A) Hardin County agrees to cover their portion of all additional fees and costs incurred as related to item 5.2.

### **Section 6. Administration**

The Auditor of Franklin County shall be the administrator of this Agreement.

### **Section 7. Amendments**

Amendments may not be made to this agreement by Hardin County that would contradict the agreement made between Franklin County & CICS. Changes in Exhibit A Services Cost does not require a new Agreement; however, modifications shall be agreed upon by action of both parties in writing.

### **Section 8. Agreement Term**

This Agreement shall commence on the Effective Date and continue until June 30, 2025.

### **Section 9. Agreement Termination**

\*Termination between Franklin County and Hardin County may only occur if one of the following situations arises:

1. The Agreement between Franklin County and CICS is terminated.
  - This Agreement may be terminated without cause by either party with written notice no later than December 1 prior to the fiscal year that the termination will become effective, resulting in a minimum seven-month notice.
2. The Employee is no longer employed by Hardin County
  - Notice should be provided to Franklin County immediately upon a termination or upon the receipt of a resignation.
3. The Employee transitions to 100% FTE by CICS.
  - A written notice with a minimum of 30 days shall be provided to Franklin County by CICS of the change in FTE Status.

- 9.1 This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder, fails to assure timely performance, or otherwise fails to perform its material obligations, provided, however that prior to such termination the terminating party notifies the defaulting party in writing 90 days in advance.
- 9.2 This Agreement shall end if action of the federal or state government creates a situation where CICS can no longer function under their agreement with Franklin County.
- 9.3 This Agreement may be terminated without cause by either party with written notice no later than December 1 prior to the fiscal year that the termination will become effective, resulting in a minimum seven-month notice.

9.4 Upon termination of this Agreement, Hardin County shall have no liability for such termination except for liability for Services rendered or expenses incurred by the Franklin County in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.

**Section 10. Miscellaneous**

10.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof.

10.2 Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.3 The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto. Any assignment not in accordance with this Section 10.3 shall be null and void.

10.4 Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

a. If to Franklin County, to:

Franklin County Auditor  
12 1<sup>st</sup> Ave. NW  
PO Box 26  
Hampton, Iowa 50441  
Attn: Katy Flint

b. If to Hardin County, to:

Hardin County Auditor  
1215 Edgington Avenue  
Suite 1  
Eldora, Iowa 50627  
Attn: Jolene Pieters

or to such other address or person as any party hereto may designate by notice given in accordance herewith.

10.5 All real and personal property of each party that may be used in connection with the cooperative undertaking described in this Agreement shall remain the property of each such party during the term and after the termination of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, FRANKLIN COUNTY, EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH HARDIN COUNTY.

By: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Board of Supervisors Chairperson

ATTEST: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
County Auditor

ACKNOWLEDGMENT BY NOTARY

State of Iowa )  
 )ss  
\_\_\_\_\_ COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of \_\_\_\_\_ County, Iowa respectively; that the seal affixed hereto is the seal of said \_\_\_\_\_ County, Iowa, by the authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_ County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and for Said County  
And State of Iowa

IN WITNESS WHEREOF, HARDIN COUNTY, EXECUTES THE INTERGOVERNMENTAL AGREEMENT WITH FRANKLIN COUNTY.

By: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Board of Supervisors Chairperson

ATTEST: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
County Auditor

ACKNOWLEDGMENT BY NOTARY

State of Iowa )  
 )ss

\_\_\_\_\_ COUNTY )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of \_\_\_\_\_ County, Iowa respectively; that the seal affixed hereto is the seal of said \_\_\_\_\_ County, Iowa, by the authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_ County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and for Said County  
And State of Iowa



**Central Iowa Community Services (CICS)**

**Exhibit A**

**Services Cost**

New hire on-boarding ..... \$50.00 per employee

\*On Boarding Fees will be paid solely by CICS

Payroll and standard HR services ..... 3% of Hardin County monthly total payroll costs to include wages and salaries only (this does not include FICA, IPERS, Insurance) \*



# HARDIN COUNTY

## Courthouse

HARDIN COUNTY COURTHOUSE  
1215 EDGINGTON AVE.  
ELDORA, IA 50627

### HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 3/25/2022  
Date

Name: Jacob Chicoine

Department: Sheriff

Address: \_\_\_\_\_

Position: Part time Jailer

City State Zip Code

Salary/Hourly Rate: \$18.90

Fund: \_\_\_\_\_

Status:  Full-time  Permanent Part-time  Temporary/Seasonal Part-time

Reason of Change:

Hired  Resignation  
 Promotion  Retirement  
 Demotion  Layoff  
 Pay Increase  Discharge  
 Leave of Absence \_\_\_\_\_  
Dates

Other: \_\_\_\_\_

Dates of Employment: 11/18/2020 to 3/25/2022  
From To

Last Day of Work 3/25/2022  
(if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): \_\_\_\_\_ to \_\_\_\_\_  
From To

Authorized by: *David & David*  
Elected Official or Department Head

21 APR 22  
Date

Authorized by: \_\_\_\_\_  
Board of Supervisors

\_\_\_\_\_  
Date