



HARDIN COUNTY
Board of Supervisors

May 31, 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 – 05/25/22

Documents:

[05-25-22 MINUTES.PDF](#)

5. Approval Of Claims For Payment – 06/01/22

Documents:

[VENDOR PUBLICATION REPORT 6.1.22.PDF](#)

6. 9:02 A.M. Public Hearing, Summit Farms Pork, LLC Construction Permit Application For A Feeding Operation, Courthouse Large Conference Room

Online: [HTTPS://US02WEB.ZOOM.US/J/88530378243](https://us02web.zoom.us/j/88530378243)

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

7. Consideration Of Approval Of Northern Natural Gas Company Utility Permit Application UT-22-009

Documents:

[UITLITY PERMIT UT-22-009 NORTHERN NATURAL GAS.PDF](#)

8. Consideration Of Engineer Contract

Documents:

[ENGINEER EMPLOYMENT CONTRACT.PDF](#)

9. Heartland Insurance Renewal – Approval To Sign Authorization To Bind Coverage

Documents:

[FY2022-23 HEARTLAND INSURANCE RENEWAL.PDF](#)

10. Consideration Of FY2022/2023 CICS Mental Health Advocate Agreement

Documents:

[CICS MENTAL HEALTH ADVOCAT AGREEMENT FY2022-2023.PDF](#)

11. Change Of Status – Conservation

Documents:

[CHANGE OF STATUS-CONSERVATION.PDF](#)

12. Consideration Of Resolution 2022-19 Cancelation Of Outstanding Warrants FY2020/2021

Documents:

[RESOLUTION 2022-19 CANCELATION OF OUTSTANDING WARRANTS FY2020-2021.PDF](#)

13. Other Business

14. Adjournment/Recess

15. 9:30 A.M. Drainage
Courthouse Large Conference Room

16. 10:30 A.M. Work Session With Conservation And City Of Steamboat Rock
Courthouse Large Conference Room

Online: [HTTPS://US02WEB.ZOOM.US/J/88530378243](https://us02web.zoom.us/j/88530378243)

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

17. 11:30 A.M. Closed Session Pursuant To Iowa Code 21.5(1)(A) Matters Confidential By Law.
Courthouse Large Conference Room

18. 1:00 A.M. Adoption Of FY2021/2022 Budget Amendment, Courthouse Large Conference Room

Online: [HTTPS://US02WEB.ZOOM.US/J/88530378243](https://us02web.zoom.us/j/88530378243)

By Phone: 1-312-626-6799

Meeting ID: 885 3037 8243

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MAY 25, 2022
WEDNESDAY – 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Board Chair BJ Hoffman called the meeting to order. Supervisor Lance Granzow was also in attendance. Supervisor Renee McClellan was absent. Also attending were Darrell Meyer, Machel Eichmeier, Angela De La Riva, Taylor Roll, Michael Pearce, Jolene Pieters, Justin Ites, Kathy Stockdale, Robert Nazario, Bill Sullivan, Grant E. Terry, Aaron Eldridge, Elliott Ice, Isaac Bissgow, and Kaylee Langrell. Attending via Zoom: Connie Mesch, Lori Kadner, Cheryl Lawrence, Elaine Loring, Mark Buschkamp, Vickie Beck, Deb LaVelle, Amanda Stamp, Donna Juber, and Julie Duhn.

The Pledge of Allegiance was recited.

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

Granzow moved, Hoffman seconded to approve the minutes from May 18, 2022. McClellan absent. Motion carried.

Granzow moved, Hoffman seconded to approve the claims for payment for May 25, 2022. McClellan absent. Motion carried.

Taylor Roll presented the Wellness Committee Proposal offering employees a point system for participation and offering a “Wellness Day” or an additional paid personal day. All activities will be done off paid county time. Granzow moved, Hoffman seconded to table the approval of the Wellness Committee Proposal until further information on the foundational activities can be presented. McClellan absent. Motion carried.

Granzow moved, Hoffman seconded to approve the Hardin County Vaccine Clinic for Thursday, October 13, 2022. McClellan absent. Motion carried.

Granzow moved, Hoffman seconded to approve the Property Management request for ARPA funds for a Covid Barrier in the Vestibule and the handicap accessible remodeling of the basement public restrooms. During the remodeling, the public will be made aware of the change of location for the Board of Supervisors meetings. McClellan absent. Motion carried.

Granzow moved, Hoffman seconded the request to move the regular Board of Supervisors meeting from Wednesday, June 22, 2022, to Tuesday, June 21, 2022, due to the Auditor’s ISAC Summer Meeting and the absence of the Board Secretary. McClellan absent. Motion carried.

Granzow moved, Hoffman seconded to approve the Veteran Affairs change of status for the resignation of Bernal F Koehrsen, Jr effective May 18, 2022. The Board thanked Koehrsen for his years of service to the Veteran Affairs. McClellan absent. Motion carried.

Kaylee Langrell with Summit Carbon Solutions presented a project update. Hoffman read requested questions from the public which were answered by Kaylee and others from Summit Carbon Solutions Project Team that were present. Updated maps and literature were handed out.

In other business Auditor Pieters reminded everyone that the 2022 Primary Election is June 7, 2022, and polls will be open from 7:00 a.m. to 8:00 p.m. that day. Absentee in-person voting at the Auditor's office is currently available, Monday thru Friday during normal business hours and on Saturday, June 4, 2022, from 7:00 a.m. to 3:00 p.m. The last day for in-person absentee voting is Monday, June 6, 2022. Treasurer Eichmeier reminded the public there is still time to pay your taxes before the tax sale. To avoid receiving another month of penalties, taxes must be paid by May 31, 2022. To avoid going to tax sale, the taxes need to be paid by June 17, 2022. Attorney Meyer stated to keep those in Texas in our minds and in our hearts.

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

Meeting adjourned at 9:26 a.m.



Vendor Name	Vendor Number	Payable Description	Total Payments
Ackley Public Library	648V	Library Allocations FY22	776.73
Ackley Publishing Co. Inc	1387V	Office Supplies	41.57
Alden Public Library	649V	Library Allocations FY22	1,555.70
Alliant Energy	4253V	D55 & S62 Intersection Light	13.61
Amazon Business	101043	OSHA-Supplies-Courthouse/Annex/Seco	387.94
Angela De La Riva	100411	Mileage-Project Meeting/Maclyn Meeting	277.29
Brayton Diedrich	101064	Safety Boot Reimbursement	115.00
Brennen Reysack	100348	Phone Reimburse-Feb/Mar/Apr/May FY22	160.00
Campbell Supply Co	620V	Safety Glasses	403.99
Caterpillar Financial Services	2434V	Hydraulic Excavator Lease	3,093.26
Central Iowa Distributing Inc	3043V	Custodial Supplies	784.00
CenturyLink 2956	4569V	Phone Acct-641-648-5056	470.87
Cintas-Chicago	2475V	Shop Towels & Uniforms	216.23
City of Ackley	3015V	Ackley Utilities- Acct-485113001	108.16
City of Eldora	510V	Library Allocations FY22	1,555.70
City of Hubbard	61554V	Hubbard Utility	54.46
City of Iowa Falls	509V	Library Allocations FY22	1,555.70
City of New Providence	515V	New Providence Utility	28.43
Clifford D Cory	566E	Mileage-Human Trafficking/ICAA	222.21
ConvergeOne, Inc	2818V	Network Cyber Security	8,414.00
Eldora Hardware	2647V	Safety Supplies	16.98
Fast Lane Motor Parts LLC	100189	Shop Supplies	966.62
GECRB/AMAZON	2403V	25 Ubiquiti Switches	551.51
Greenbelt Home Care	61807V	Covid Detection Expansion March 22	24,981.84
Grundy Co. Memorial Hospital	62473V	Inmate Medical	51.00
Hardin County Agriculture Society	545V	Allocations FY22	2,500.00
Hardin County Sheriff	1452V	Allocations FY22	9,166.66
Henderson Products Inc	2780V	Valves, couplers	232.42
Hubbard Public Library	651V	Library Allocations FY22	1,555.70
Iowa Department of Transportation	1007V	Office Supplies	95.40
Iowa Falls Glass Inc	4609V	ARPA-Covid Barriers	817.51
ISAA - Northeast District	195V	Legal Description Workshop Hardin-Kuech	550.00
Jackson Twp Cemetery	1149V	Veteran Care of Graves- FY21/22	424.00
Jane A. Smith	100563	Case-PCCV101492-State VS Schwebke	7.50
Janetta L. Miller-Buck	101053	VA Mileage/Hours-Apr22-May22/Admin Hc	737.85
Katie Reifschneider	100824	April 29 Township Meeting-Jackson	15.00
Keltek Inc	1663V	2 Thermal Printers	1,420.98
Ken's Repair	4583V	50:1 Fuel	18.50
Linn's Funeral Home	833V	Cremation-VA WW. Reveal 5.19.22	1,300.00
Mail Services LLC	63827V	Renewal/Postage June 22	665.06
Mainstay Systems of Iowa LLC	101024	IFPD Dispatch Computer	6,118.00
Mark A. Hentges	101065	Asbestos, lead, and chromium report	2,625.00
Martin Marietta Aggregate	4141V	Granular - Road Stone	263.25
Mary Jaspers / Pinecrest Mobile Home	61190V	VA Rent-Beenken	200.00
Matt Clark	100636	Wildcat Trail Mowing FY21/22	200.00
McDowell & Sons Contractors, Inc.	62529V	Sanitation June 22	330.00
McFarland Clinic--PC	996V	Training	92.00
Mildred Lloyd	768V	Primary June 22-HCF Voting	60.00
Miller Cemetery	5333V	Veteran Grave Care FY22	68.00
Molly Clampitt, RPR, CSR	100332	Case-FECR312077 State VS Stanley tran	52.50
O'Reilly Auto Parts Inc	62373V	#29 oil change	83.27
Quaker Security LLC	100507	Courthouse Security	1,275.00
Quality Automotive Inc	61237V	Vehicle Repair and Maint 42-14	40.50
Radcliffe Public Library	653V	Library Allocations FY22	1,555.70
Rouline L Bergman	15E	Primary June 22-HCF Voting	105.05

Vendor Publication Report**Payment Date Range: 06/01/2022 - 06/01/2022**

Vendor Name	Vendor Number	Payable Description	Total Payments
Safety X-treme, LLC	2426V	Safety vests/clothes	4,870.50
Secretary of State	2116V	Notary - Brandow	30.00
Sheppard Cemetery Assoc	939V	Care of Graves- Veterans FY21/22	288.00
Steamboat Rock Library	654V	Library Allocations FY22	1,555.70
Storey Kenworthy	61798V	Office Supplies/OSHA Supplies/Election S	179.52
Summit Food Service LLC	2332V	Food Service	5,055.04
Times Citizen	538V	Publications-Budget Amendment FY22	372.22
Union Public Library	655V	Library Allocations FY22	1,555.70
Unity Point- UPHDM Occupational Med	101066	OSHA-Hearing Test-Annual Testing	3,476.40
US Records Midwest LLC	2493V	Records Book Maintenance	4,967.78
Van Wall Equipment, Inc.	2924V	#309 parts	95.75
Verizon Wireless	63648V	Phones Acct-387255045-00001	2,047.75
Verlyn Mensing	100703	VA Driver-April22-Moravc/Rash/Ashburn/F	740.00
VISA	150V	Fuels/Rec Supplies/Feed/Custodial/Alarm/	679.58
Walmart Community/Capital One	62446V	Office Supplies/Maintenance Supplies	85.86
Windstream Communications / CABS	62349V	Phone Acct-6116IAFLSO	674.55
Xerox Financial Services	100896	Lease Payment Acct-010-0125442-001	1,920.03
		Grand Total:	107,972.03



HARDIN COUNTY UTILITY PERMIT APPLICATION

Permit No: UT-22-009

Underground
 Aerial

Permanent Installation
 Temporary Installation

This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. Compliance shall be determined by the sole discretion of the County Engineer as deemed necessary to promote public health, safety, and general welfare. These requirements shall apply unless waived in writing by the County Engineer prior to installation.

APPLICANT NAME: Northern Natural Gas Company

STREET ADDRESS: 8101 Birchwood Court Suite F

CITY: Johnston STATE: IA ZIP: 50131

PHONE: 402-530-2026 FAX: NA CONTACT PERSON: Jeremy McCarty

TYPE OF WORK: Installation of 20" block valve.

1. LOCATION PLAN

An applicant shall file a completed location plan as an attachment to this Utility Permit Application. The location plan shall set forth the location of the proposed line on the secondary road system and include a description of the proposed installation.

2. WRITTEN NOTICE

At least five (5) working days prior to the proposed installation, an applicant shall file with the County Engineer a written notice stating the time, date, location, and nature of the proposed installation.

3. INSPECTION

The County Engineer may provide a full-time inspector during the installation of all lines to ensure compliance with this Utility Permit. The inspector shall have the right, during reasonable hours and after showing proper identification, to enter any installation site in the discharge of the inspector's official duties, and to make any inspection or test that is reasonably necessary to protect the public health, safety, and welfare.

4. INSPECTION FEES

The applicant shall pay actual costs directly attributable to the installation inspection conducted by the County Engineer. Within thirty (30) days after completion of the installation, the County Engineer shall submit a statement for inspection services rendered. The applicant agrees to reimburse the county within thirty (30) days of billing.

5. REQUIREMENTS

The installation inspector shall assure that the following requirements have been met:

- A. Construction signing shall comply with the Manual on Uniform Traffic Control Devices
- B. Depth - (Add additional depth if ditch has silted to the thickness of the deposited silt.) The minimum depth of cover shall be as follows:

Telecommunications.....	36"	Electric.....	48"
Gas.....	48"	Water.....	60"
Sewer.....	60"		
- C. Minimum roadway overhead clearance for utility lines shall be 20 feet.
- D. The applicant shall use reference markers in the right-of-way (ROW) boundary to locate line and changes in alignment as required by the County Engineer. A permanent warning tape shall be placed one (1) foot above all underground utility lines.
- E. All tile line locations shall be marked with references located in the ROW line.
- F. No underground utility lines shall cross over a crossroad drainage structure without approval from the County Engineer.
- G. Residents along the utility route shall have uninterrupted access to the public roads. An all weather access shall be maintained for residents adjacent to the project.
- H. After construction, granular surfacing shall be added to the road by the applicant to restore the road to its original condition. After surfacing has been applied, the road surface shall be reviewed by the County Engineer once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
- I. All damaged areas within the ROW shall be repaired and restored to at least their former condition by the applicant or the cost of any repair work caused to be performed by the county will be assessed against the applicant.
- J. Areas disturbed during construction which present an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
- K. All trenches, excavations, and utilities that are knifed shall be properly tamped.
- L. All utilities shall be located between the bottom of the backslope and the bottom of the foreslope, unless otherwise approved in writing by the County Engineer prior to installation.
- M. Road crossing shall be bored. The depth below the road surface shall match the minimum depth of cover for the respective utility.

6. NON-CONFORMING WORK

The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit Application.

7. COUNTY INFRACTION

Violation of this permit is a county infraction under Iowa Code Section 331.307, punishable by a civil penalty of \$100 for each violation. Each day that a violation occurs or is permitted to exist by the applicant constitutes a separate offense.

8. HOLD HARMLESS

The utility company shall save this county harmless of any damages resulting from the applicant's operations. A copy of a certificate of insurance naming this county as an additional insured for the permit work shall be filed in the County Engineer's Office prior to installation. The minimum limits of liability under the insurance policy shall be \$1,000,000.

9. PERMIT REQUIRED

No applicant shall install any lines unless such applicant has obtained a Utility Permit from the County Engineer and has agreed in writing that said installation will comply with all ordinances and requirements of the county for such work. Applicants agree to hold the county free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.

10. RELOCATION

The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of ROW resulting from maintenance or construction operations for highway improvements.

DATE: 05/27/2022 COMPANY: Northern Natural Gas Company

SIGNATURE: [Signature]

RECOMMENDED FOR APPROVAL:

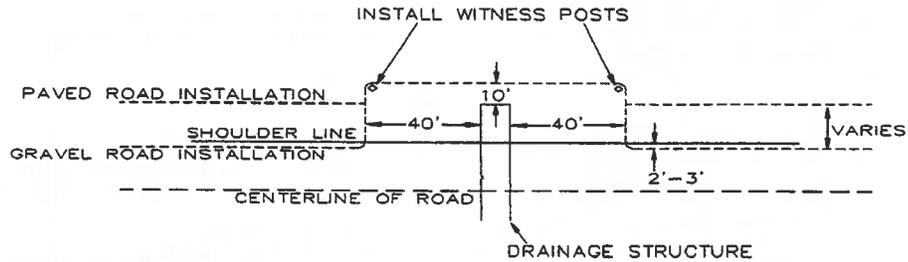
DATE: 5-27-22 [Signature]

COUNTY ENGINEER

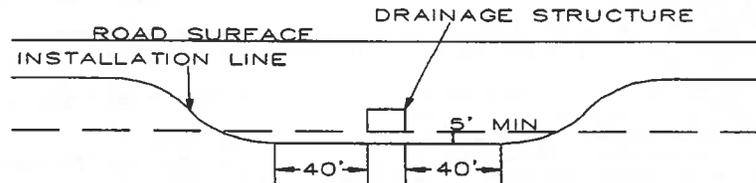
APPROVAL:

DATE: _____ CHAIRMAN, BOARD OF SUPERVISORS

NON-BORED INSTALLATION DETAIL



BORED INSTALLATION DETAIL



INTERNAL INFORMATION
DISTRIBUTION/COPIES
LIMITED TO
PROJECT NEEDS

PARCEL DATA DISPLAYED ON MAP IS
 UNVERIFIED AND HAS NOT BEEN
 SURVEYED. FOR REFERENCE ONLY

PARCEL ID: 330000190000000

PARCEL ID: 330002540000000

CW: 215'x200'x140'x400'
 x59'x279'x69'x95'x38'
 TEMP. WORKSPACE
 1.06 ACRES

CW: 338'x125'x95'x69'x433'x192'
 EXISTING RECEIVER PROPERTY
 (PROJECT TEMP. WORKSPACE)
 (1.64 ACRES)

LATITUDE : 42.324604,
 LONGITUDE : -93.129117

24" M521D.18
 TIE-OVER

20" IAM60901/M521B

26" IAM60902/M521C

30" IAM60903/M521D

20" M521D.17
 TIE-OVER

RECEIVER

BBB06.1

CBC06.1

112'x20' WIDE
 TEMP. ACCESS RD.
 0.05 ACRES

SECTION 24

260TH ST

SECTION 25

LEGEND

- B-LINE
- C-LINE
- D-LINE
- TIE-OVER LINE
- PROPOSED TEMP. BYPASS LINE
- SECTION LINE
- PROPERTY LINE
- EXISTING RECEIVER LOT
- TEMP. WORKSPACE
- TEMP. ACCESS ROAD
- PROPOSED LINE STOP
- EXISTING VALVE
- PROPOSED VALVE

CW: 141'x64'x137'
 x200'x391'
 TEMP. WORKSPACE
 0.77 ACRES

PROPOSED
 10'x8'
 VALVE
 BUILDING

EXISTING
 DRIVE (TYP.)

PARCEL ID: 330000320000000

LAND USE TYPE: AGRICULTURAL



RCV M521B & M521C
 01127528, 01127530
 Project Location Aerial Overview - Valve 6.1
 Section 24, T87N, R20W
 Hardin County, Iowa

Review Issue 0
 Sheet: AR-01-6.1
 Date: 05/17/22
 Scale: 1:100

EMPLOYMENT CONTRACT AND AGREEMENT

This Employment Contract and Agreement made and entered into this 1st day of July, 2022 by and between Hardin County, Iowa, by its Board of Supervisors, consisting of BJ Hoffman , Chair; Lance Granzow, member and Reneé McClellan, member, Party of the First Part, hereinafter called the Board; and Taylor Roll, Party of the Second Part, hereinafter called "Roll" or "the Engineer".

WITNESSED:

WHEREAS: The Board desires and needs the services of a Registered Professional Engineer licensed in the State of Iowa to serve in the capacity of County Engineer, in accordance with the Code of Iowa, Chapter 309.

WHEREAS: The Engineer is duly qualified, able and willing to furnish said services to the Board,

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter contained, the parties heretofore themselves and assigns, have mutually agreed and do agree with each other as follows:

1. The Board hereby continues to employ Roll as the County Engineer for Hardin County, Iowa for a three-year period beginning July 1, 2022, and ending the June 30, 2025.
2. The Board shall furnish the Engineer all equipment, material, manpower and transportation necessary for the efficient performance of the official duties of the County Engineer.
3. The Engineer shall keep himself, and the Board, advised as to the condition of the budget items of the Secondary Road fund. The Engineer shall also have control of all planning, engineering, construction and maintenance work of the Secondary Road Department and all employees therein in order to accomplish the Engineer's official duties. It shall also be the responsibility of the Engineer to recommend employees to be hired by the Board of Supervisors to fill

vacancies within the Secondary Road Department. It shall also be the responsibility of the Engineer to administer disciplinary action to the employees of the Secondary Road Department as may be required.

4. The Engineer shall file a bond in the amount of \$5,000.00 with the Board in accordance with the Code of Iowa, Chapter 309. All fees incurred by filing said bond shall be paid by the Board.
5. The Engineer shall devote his time and talents to the best of his ability and in the best interest of Hardin County, Iowa. And, therefore, in so doing, it is agreed that the Engineer shall be in responsible charge of the Secondary Road Department. The Engineer shall be indemnified and saved harmless for any and all actions taken against Hardin County, and the Board, or the Engineer, due to the actions performed by the Engineer during the course of his duties. The Board shall defend all such actions and pay all judgments rendered. The Board's duty to indemnify and hold harmless the Engineer shall extend to all forms of damages asserted or recovered against the Engineer, unless it is established in an action by the Board against the Engineer that the Engineer's conduct upon which any punitive damages are asserted or recovered was the result of actual malice or willful, wanton and reckless misconduct. The Board may acquire insurance as deemed necessary by it to cover its liabilities under this provision.
6. For and in consideration of the foregoing, the Board shall pay the Engineer, in equal installments, an annual salary of \$126,000.00 (one hundred twenty-six thousand dollars) for the fiscal year beginning July 1, 2022. The Engineer's annual salary for the periods beginning July 1, 2023, and July 1, 2024, shall be set no later than June 1st of the fiscal year in which the salary is to be effective.
7. Vacation shall be earned under the existing Hardin County Employee Handbook. Compensation shall be paid in full during vacation time. Any remaining unused vacation time may be carried over from one year to the next, subject to the provisions of the Hardin County Employee Handbook.

8. The Engineer shall be granted insurance benefits, sick leave, vacation, paid holidays, longevity, and all other fringe benefits granted in Hardin County's Employee Handbook, except as amended by this Agreement.
9. The Engineer shall be paid actual and necessary expenses while performing his duties outside of Hardin County. The Engineer shall be allowed mileage for use of his private vehicle, when use of said vehicle is deemed necessary by the Engineer for the transaction of official business in accordance with Code of Iowa, section 70A.9, Hardin County shall pay for actual and necessary expenses and allow time off with pay while the Engineer is representing Hardin County as its Engineer, or as a representative of a state or national association dealing with counties or county engineering, subject to the Engineer obtaining prior approval from the Board of Supervisors. Any reimbursable expenses due from other organizations, if originally paid by Hardin County, shall be returned to Hardin County.
10. The Engineer shall be granted time with pay to attend highway conferences, Engineer's meetings, technical session and short courses, and to attend such meetings as are a requirement for his professional license. All expenses related to these meetings, and dues, shall be paid by the County as the Iowa law allows.
11. Either party to this contract may terminate the same in the proper manner prescribed as follows:
 - A. The Board may terminate this contract for cause. In such case, the Board shall set forth in a written notice the specific facts upon which the cause for termination is based, together with the date of termination. The Engineer shall receive a copy of the written notice of facts constituting the basis for termination and may request a meeting/hearing with the Board to resolve the issues raised in the notice. At the end of the hearing, the Board may confirm the termination or modify it as desired. The hearing/meeting shall be

considered a public meeting under the Code of Iowa, Chapter 21 and the Engineer may request that the meeting/hearing be closed to the public. The decision of the Board shall be considered final as between the parties. The Engineer will be paid for all earned and accrued vacation time.

- B. The Engineer may terminate this contract any time, without cause, by giving thirty (30) days' notice in writing to the Board. In such event, the Engineer shall continue to render his services and shall be paid his regular compensation up to the date of termination, but no severance allowance shall be paid. The Engineer, in the event of termination by the Board, shall be paid for all earned and accrued vacation time.
- C. The Board may terminate this contract at any time without cause by giving thirty (30) days' notice in writing to the Engineer of such formal action taken by a majority vote of the Board. In such event, the Engineer, if requested by the Board, shall continue to render his services and shall be paid his regular compensation up to the date of termination. Further, upon issuance of such termination, the Board recognizes the adverse circumstances in which the Engineer has been placed, and therefore, agrees to continue to pay the Engineer at the time of the termination a severance allowance equal in amount to the Engineers' semi-monthly salary for up to six months. This payment shall cease if and when the Engineer secures other employment within six months of the termination. This severance shall also serve as settlement for any and all damages sustained, in addition to all earned and accrued vacation time. The Engineer, by signature of this Agreement, releases Hardin County from any and all other claims or liability for compensation and damages arising from this termination.

12. Upon expiration of this contract, the Engineer shall be paid for all unused,

Heartland Insurance Risk Pool

May 6, 2022

Client Confirmation of Schedules and Exposures

And

Client Authorization to Bind Coverage

After careful review of the 2022/2023 Heartland Coverage and Premium Summary, **Hardin County** agrees with the schedules and exposures. Any updates or changes if applicable are noted or attached.

It is understood this insurance summary provides only a brief description of the coverage details; the policies will contain the actual coverage.

We confirm the values, schedules, and other data contained in the coverage/premium summary are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with a binder(s) and invoice(s) for the coverages agreed upon at your earliest convenience.

Agent Signature

Client Signature

Dated

Dated

Central Iowa Community Services Advocate Services Agreement

THIS ADVOCATE SERVICES AGREEMENT (the “**Agreement**”), entered into this First day of July, 2022, is by and between Central Iowa Community Services (“**CICS**”) and Hardin County (“**County**”).

RECITALS:

A. CICS is a governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board to fund advocacy services in the Mental Health and Disability Region assigned to CICS.

B. County employs one or more advocates (“**Advocate(s)**”) qualified under the laws of the State of Iowa to provide Advocate Services and County desires to contract with CICS to provide Advocate Services for the benefit of CICS Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between CICS and County as follows:

SECTION 1 Definitions

Advocate Services: Services enumerated in this Agreement, Iowa Code section 229.19 and 441 Iowa Administrative Code 25.19, and this Agreement.

CICS Governing Board: The board of CICS responsible for governing CICS.

HIPAA: Collectively, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations.

Individual: The respondent who is receiving mental health Advocate Services under Iowa Code chapter 229.

Individual Authorization: An Individual Authorization is a standard form, signed by an individual, to allow disclosure of the individual’s Protected Health Information. The form must comply with HIPAA and all other applicable federal and state laws. The individual may revoke the Individual Authorization at any time in accordance with its terms.

Mental Health and Disability Services Region: The same as defined in Iowa Code section 331.389.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media, or transmitted by or maintained in any other form or medium.

SECTION 2
Duties of Advocate

Section 2.1 Qualifications.

- (a) Each Advocate shall meet the following qualifications:
 - (i) Possess a bachelor's degree with 30 semester hours or equivalent quarter hours in a human services field (including, but not limited to, psychology, social work, mental health counseling, marriage and family therapy, nursing, education, occupational therapy, and recreational therapy) and at least one year of experience in the delivery of services to persons with mental illness; or
 - (ii) Hold an Iowa license to practice as a registered nurse and have at least three years of experience in delivery of services to persons with mental illness.
- (b) Pass criminal background, sex offender registry, and child and dependent adult abuse registry checks before hire.

Section 2.2 Advocate Assignment. Each Advocate shall be assigned by the committing court in accordance with Iowa Administrative Code 441.25.

Section 2.3 Advocate Responsibilities The minimum duties of each Advocate is described in Iowa Code section 229.19. Without limiting the foregoing:

- (a) Each Advocate shall be readily accessible to communication from the Individual and shall initiate contact within 5 days of the Individual's commitment. Advocate shall inform the Individual regarding the role of Advocate.
- (b) Each Advocate shall meet the Individual in person within 15 days of the Individual's commitment. Advocate shall present the county grievance procedure process, in writing, to the Individual. The presentation shall include the county grievance procedure and contact information and the contact information for the citizens' aide/ombudsman. Advocate shall inform the Individual about the mental health crisis services that are available.
- (c) Each Advocate shall review each report submitted to the court and communicate with the Individual's medical and treatment team. Advocate shall abide by all federal, state, and local confidentiality laws.
- (d) Each Advocate shall file required reports with the court.
- (e) Each Advocate shall maintain an organized confidential and secure file for each Individual served. The file shall contain but not be limited to:
 - i. Copies of reports submitted to the court.

- ii. Copies of correspondence sent to and received from the Individual, family members, providers and others.
 - iii. Releases of information.
 - iv. Case notes describing the date, time and type of contact with the Individuals or others and a brief narrative summary of the content or outcome of the contact.
 - v. Documents filed with the court electronically shall be considered as part of the Individual's file.
- (f) Each Advocate shall register as provided in Iowa Ct. R. 16.305(1) to participate in the court's electronic document management system and shall submit all documents to be filed with the court electronically. The documents will be stored as electronic records that are retrievable and readable through the electronic document management system.
- (g) Each Advocate shall comply with all county policies and procedures, including but not limited to hiring, supervision, grievance procedures, and training.

Section 2.4 Advocate Records. All Advocate records are the property of County, which is responsible for the provision of confidential storage, transfer, and destruction of client files, including those maintained on electronic and digital devices, with access limited according to the county's policy on confidentiality as described in subrule 25.105(6).

Section 2.5 Attendance at Hospitalization Hearing. Advocate may attend the hospitalization hearing of an Individual represented by an attorney; however, payment for Advocate's attendance is at the discretion of the county of employment.

Section 2.6 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, County and each Advocate shall allow CICS access to books, records, or cost reports as needed to establish rates for CICS administration of program, or for financial audits, during the term of this Agreement and seven (7) years following its termination. County and each Advocate shall obtain any necessary Individual Authorization to allow CICS to exercise its rights under this Agreement.

Section 2.7 Licenses. At all times, each Advocate shall have all necessary licenses and certifications to perform the Advocate Services.

SECTION 3

Payment

Section 3.1 Compensation to Advocate. County and each Advocate agree that County's acceptance of payment from CICS for Advocate Services provided to Individuals under this Agreement is payment in full. County or any Advocate shall not negotiate and/or accept lower rates or more favorable terms than those provided for in this Agreement from any other Region or county. Rates of compensation for Advocate Services are set forth in Attachment A, Service Definitions and Rates.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between CICS and Advocate. The relationship between CICS, on the one hand, and County and each Advocate, on the other hand, is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture. County shall maintain social security, workers' compensation and all other employee benefits covering each Advocate as required by law.

SECTION 5
Liability Insurance

Section 5.1 County Hold Harmless and Indemnification. County shall defend, hold harmless and indemnify CICS against any and all claims, liability, damages, judgments, and expenses, including, without limitation, reasonable attorney fees and costs, asserted against, imposed or incurred by CICS that arise out of acts or omission of Advocate or County's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Advocate Liability Insurance.

County agrees to carry comprehensive general liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If County employs professionally licensed individuals, County also agrees to carry professional liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, in an amount of not less than \$1,000,000 per occurrence. Both types of coverages shall cover any claims with respect to Covered Services that may arise out of an incident occurring during the term of this Agreement as well as any claims in connection with the performance of County's responsibilities under this Agreement. County shall furnish to CICS on an annual basis proof of each required insurance, which proof will include the name of the carrier(s), effective dates of each coverage and coverage amounts.

SECTION 6
Laws and Regulations

Section 6.1 Laws and Regulations. County represents, covenants, and warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. County agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. County agrees to ensure mental health and disability services are rendered to CICS Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from County or any Advocate.

Section 6.3 Equal Opportunity Employer. CICS counties are equal employment opportunity employers. CICS supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, creed, color, sexual orientation, gender identity, national origin, religion, or disability, or any other classification protected by law or ordinance. County and each Advocate agree that it is in full compliance with this policy.

Section 6.4 Confidentiality of Records. CICS and County agree to maintain the confidentiality of all information regarding Advocate Services provided to CICS Individuals under this Agreement in accordance with any applicable laws and regulations, including, without limitation, HIPAA. County acknowledges that in receiving, storing, processing, or otherwise dealing with information from CICS about CICS Individuals, it is fully bound by federal and state laws and regulations, including, without limitation, HIPAA, governing the confidentiality of medical records, mental health and disability services records, and Protected Health Information.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 7.2 Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by CICS. CICS shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of any of the following events: (a) restriction, suspension or revocation of County's license, certification or accreditation or the license of any Advocate employed by or contracted with County to perform services under this Agreement; (b) County's loss of any liability insurance required under this Agreement; or (c) bankruptcy filing by the County.

Section 7.4 Termination by County. County may terminate this Agreement pursuant to Section 8.2; provided that County notifies CISC within thirty (30) days of the effective date of such amendment of its disagreement with such amendment.

Section 7.5 Termination for Breach. Either party shall have the right to terminate this Agreement for material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice to the other party is provided.

Section 7.6 Information to CICS Individuals. County acknowledges the right of CICS to inform CICS Individuals of County's termination of this Agreement and agrees to cooperate with CICS in deciding on the form of such notification.

Section 7.7 Notices to CICS. Any notice, request, demand, waiver, consent, approval or other communication to CICS which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

CICS Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

Section 7.8 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Hardin County
Attention: Linn Adams
1201 14th Ave.
Eldora, IA 50627

SECTION 8 **Amendments**

Section 8.1 Amendment. Subject to Sections 8.1, this Agreement may be amended at any time only by the mutual written agreement of the parties.

Section 8.2 Regulatory Amendment. CICS may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to County of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If County does not agree with the amendment, County may terminate this Agreement as provided in Section 7.4.

SECTION 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon County any exclusive right to provide services to CICS Individuals in County's geographical area. CICS reserves the right to contract with other parties for similar services. The parties agree that County and each Advocate may continue to contract with other organizations.

Section 9.2 Assignment. County may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of CICS. Any assignment not in accordance with this Section 9.2 shall be null and void.

Section 9.3 Subcontracting. County may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to CICS. Mutual agreement must be obtained between County, CICS, and any subcontractor.

Section 9.4 Entire Agreement and Amendments. This Agreement and its attachments constitute the entire agreement between CICS and County, and supersedes or replaces any prior agreements

between CICS and County relating to its subject matter. This Agreement may be amended only pursuant to a written document executed by both parties.

Section 9.5 Rights of County and CICS. County agrees that CICS may use County's and each Advocate's name, address, telephone number, description of County, Advocate, and Advocate's services in any promotional activities. Otherwise, no party shall use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way affect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Execution. This Agreement has been executed by the parties hereto, through their duly authorized officials.

Section 9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws).

Section 9.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein made confer, upon any person other than the parties to this Agreement and their respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 9.11 Survival. Sections 2.3, 2.4, 5.1 5.2, 7.6, 7.7, 7.8, and Section 9 shall survive any termination of this Agreement.

Section 9.12 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

Central Iowa Community Services:

Hardin County:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Print Title: _____

Date: _____

Date: _____

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
Hardin County**

Chart of Account	Service Description	Unit of Service	Rate
75XXX	Mental Health Advocate	Monthly	See Other Terms

OTHER TERMS:

CICS will reimburse for Hardin County Mental Health Advocate expenses. Mental Health Advocate services are provided and funded per the established 28E Agreement with Hardin, Franklin, Marshall and Story Counties. At the time of monthly billing, Mental Health Advocate will submit names of individuals served for the month of service.

Central Iowa Community Services:

By: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Date: _____

Hardin County:

By: _____

Print Name: _____

Print Title: _____

Date: _____



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 6-01-22
Date

Name: Tate Miller
Address: 10524 270th St.
Ackley Iowa 50601
City State Zip Code

Department: Conservation
Position: Summer Intern
Salary/Hourly Rate: \$12/Hr

Fund: 0001-22-6110-000-10108

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: Tate will be interning for us for June, July and Part of August

Dates of Employment: _____ to _____ Last Day of Work _____
From To (if applicable)

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

Authorized by: Wesley Welsh 6-01-22
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date

RESOLUTION

WHEREUPON Board Member _____ moved that the following Resolution be adopted:

RESOLUTION NO. 2022 - ____

CANCELATION OF OUTSTANDING WARRANTS
2020/2021 FISCAL YEAR

WHEREAS, The Board of Supervisors, pursuant to Section 331.554(7), Code of Iowa, warrants outstanding for more than one year shall be canceled by the Auditor and the amounts of the warrants shall be credited to the fund upon which the warrants were drawn.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Hardin County, Iowa, the County Auditor is authorized to cancel the following warrants which are outstanding for more than one year:

0001 General Fund:

#83309	08/12/2020	Grundy Co. Memorial Hospital	\$ 731.20
#84052	10/28/2020	Adam Johnson	\$ 72.00
#85264	03/17/2021	2 Angels Properties, LLC	\$ 200.00
#85494	04/14/2021	Christian Copper	\$ 13.12

0011 Rural Services Basic Fund:

#85208	03/10/2021	Andy Jass	\$ 45.00
--------	------------	-----------	----------

0020 Secondary Roads Fund:

#84119	11/09/2020	Adam Johnson	\$ 150.00
--------	------------	--------------	-----------

BE IT FURTHER RESOLVED, the amounts of the above canceled warrants shall be credited to the fund upon which the warrants were drawn.

The motion was seconded by Board Member _____ and after due Consideration thereof, the roll was called and the following Board Members voted:

AYES: _____
 NAYS: _____
 ABSENT: _____
 ABSTAIN: _____

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed And adopted this _____ day of _____, 2022.

BJ Hoffman, Chairman
Hardin County Board of Supervisors

ATTEST:

Jolene Pieters
Hardin County Auditor