

Clinton County Board of Supervisors

Clinton County Administration Building
1900 North Third Street

John F. Staszewski, Chairperson
Dan Srp, Vice Chairperson
Shawn Hamerlinck

P.O. Box 2957
Clinton, Iowa 52733-2957
Telephone: (563) 244-0575

www.clintoncounty-ia.gov

PUBLIC NOTICE is hereby given that the Clinton County Board of Supervisors will meet at the following time and place: MONDAY, October 26, 2015, 9:00 A.M.; Clinton County Administration Building, Conference Room B, 1900 N. 3rd St., Clinton, IA.

9:00 a.m. Review Correspondence & Claims

Call to Order – Pledge of Allegiance

9:15 a.m. Formal Action & Motions

CONSENT AGENDA

- RESOLUTION 2015-289: Liquor license approval – TYCOGA Vineyard & Winery
- RESOLUTION 2015-290: Liquor license approval – BS General Store
- RESOLUTION 2015-291: First-half County library allocations
- RESOLUTION 2015-292: First-half outside agency allocations
- MOTION: Utility permit number 16-80 for Windstream Communications of Iowa

RESOLUTIONS

- Authorize the Chairman to sign the Clinton County Health Benefits Plan outside agency agreements
- Authorize the Chairman to sign the umbrella 28E mutual aid agreement for Clinton County Emergency and Public Services

UNFINISHED BUSINESS

GENERAL PUBLIC

DEPARTMENT HEADS, ELECTED OFFICIALS & EMPLOYEES

DISCUSSION WITH POSSIBLE ACTION

1. Clinton County Auditor Eric Van Lancker and Budget Director Lynn Kirchhoff will follow up with the Supervisors about the upcoming budget process.
2. County Engineer Todd Kinney will present a report of the Roadside Management program activity for the past season and provide options for the next season.

9:30 a.m. Drainage Districts

The Board of Trustees will consider a resolution to award the repair work on DD#7 Lateral D and will also discuss/take possible action regarding a repair request from DD#7 Lateral B.

October 26, 2015

RESOLUTION 2015-289

BE IT RESOLVED by the Clinton County Board of Supervisors that Carey Arndt, d/b/a TYCOGA Vineyard & Winery, will electronically file an initial application for native wine on premises liquor license number WCN_V_55417 with endorsements for Outdoor Services and Sunday Sales, effective December 10, 2015. Said application be and is hereby approved by the Clinton County Board of Supervisors.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Chairperson, John Staszewski

ATTEST:

County Auditor, Eric Van Lancker

October 26, 2015

RESOLUTION 2015-290

BE IT RESOLVED by the Clinton County Board of Supervisors that Susan K. Peters and Brenda L. Shultz, d/b/a BS General Store, will electronically file a new application for a Class C Commercial liquor license with endorsements for Sunday Sales and Outdoor Service, effective November 8, 2015. Said application be and is hereby approved by the Clinton County Board of Supervisors.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Chairperson, John Staszewski

ATTEST:

County Auditor, Eric Van Lancker

October 26, 2015

RESOLUTION 2015 - 291

WHEREAS, Clinton County has allocated \$70,000.00 in County funds for county libraries FY 2015-2016; and

WHEREAS, thirty percent (30%) of the funds, \$21,000, are divided equally to the libraries in the cities of Calamus, Camanche, Clinton, DeWitt, Lost Nation and Wheatland, in the amount of \$3,500.00; and

WHEREAS, seventy percent (70%) of the funds, \$49,000 are disbursed to the libraries based on circulation as follows:

	Circulation	% of Total	Amount
Calamus	89	0.23%	\$113.09
Camanche	1,312	3.4%	\$1,667.47
Clinton	6,402	16.6%	\$8,136.94
DeWitt	28,542	74.0%	\$36,277.15
Lost Nation	1,673	4.34%	\$2,126.11
Wheatland	534	1.39%	\$678.65

THEREFORE, BE IT RESOLVED by the Clinton County Board of Supervisors that the County Auditor be and is hereby authorized to issue checks on the Rural Basic Fund in the following amounts representing the first half allocation for each library:

Calamus	\$1,750.00	\$56.55	\$1,806.55
Camanche	\$1,750.00	\$833.74	\$2,583.74
Clinton	\$1,750.00	\$4,068.47	\$5,818.47
Frances Banta Waggoner Community Library, DeWitt	\$1,750.00	\$18,138.58	\$19,888.58
Lost Nation	\$1,750.00	\$1,063.06	\$2,813.06
Wheatland	\$1,750.00	\$339.33	\$2,089.33

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

John Staszewski, Chairperson

Attest:

Eric Van Lancker, County Auditor

October 26, 2015

RESOLUTION 2015- 292

BE IT RESOLVED by the Clinton County Board of Supervisors that the County Auditor be and is hereby authorized to issue checks on the General Basic Fund and Rural Basic Fund to the following listed entities for the amounts detailed, representing the first half allocation FYE 2016:

Camanche Historical Society/Gateway Genealogical Society	\$ 1,000.00
Carroll Assistance Center	\$ 1,500.00
Clinton Municipal Airport Commission	\$ 6,750.00
Quality Jobs 4 A Strong Future	\$33,000.00
Clinton Symphony	\$ 500.00
Clinton County Agriculture Society (4-H Clubs)	\$17,500.00
Clinton County Fireworks Association	\$ 2,500.00
Clinton County Historical Society	\$ 2,250.00
Clinton County Soil and Water Conservation	\$ 1,750.00
Clinton County Solid Waste Agency (R.B.)	\$41,655.00
Concerned DeWitt Citizens, Ltd.	\$ 2,000.00
DeWitt Development Company (includes business education coordinator)	\$14,680.00
Felix Adler Child Discovery Center	\$ 1,250.00
Milestone Agency on Aging	\$ 3,000.00
Community Action of Eastern Iowa	\$ 2,100.00
Retired Senior Volunteer Program	\$ 3,500.00
River Bend Services, Inc.	\$ 3,203.50
YWCA Domestic Violence/Sexual Assault Resource Center	\$ 12,500.00
Clinton Humane Society	\$ 2,500.00
EICC – Workforce	\$ 4,349.00

Roll Call:

Hamerlinck: _____
Srp: _____
Staszewski: _____

John Staszewski, Chairperson

Attest:

Eric Van Lancker, County Auditor

CLINTON COUNTY ENGINEER

Clinton County Administration Building
1900 North Third Street
P.O. Box 2957
Clinton, Iowa 52733-2957
563-244-0564
Fax: 563-243-3739

October 26, 2015

Windstream Communications Inc.
Attn: Kijana Royal
11101 Anderson Dr., Suite 100
Little Rock, AR 72212
501-748-7628

Subject: Permit #16-180 WO#: 13429046950249

Please find enclosed one signed copy of your requested permit for construction within the county right-of-way. This permit was approved based on the following stipulation:

- Windstream Communications shall bore all utility work within County ROW at a minimum depth of 36-inches.
- Cable shall be bored under culverts or installed around the ends of culverts. This stipulation applies to all culverts located with the county right-of-way.

Please call 24 hours before construction and keep one copy of the permit and construction plans at the job site. As built plans or a letter stating that the above permitted utility has been constructed as permitted will be required within sixty (60) days of construction.

As built plans or a letter stating that the above permitted utility has been constructed as permitted will be required within sixty (60) days of construction.

Please submit the \$100 permit fee (PAID, #843614) made payable to the Clinton County Engineer's Office. Should you have any questions, please call the office at the above listed number. Thank you.

Sincerely,

Elliott Pennock, EIT
Assistant County Engineer

**CLINTON COUNTY
BOARD OF SUPERVISOR
MOTION**

October 26, 2015

Motion by Supervisor _____ to authorize the Chairperson to sign
Utility Permit Number 16-180 is for Windstream Communications of Iowa to install
underground fiber optic along the west side of 282nd Avenue in Section 19 of T81N-R4E
of DeWitt South Township.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Motion _____

Clinton County
Permit No. 16-180

**APPLICATION FOR APPROVAL OF CONSTRUCTION
WITHIN CLINTON COUNTY RIGHT-OF-WAY**

This is a Permit Application for telecommunications, electric, gas, water, earthwork, drainage and other miscellaneous work within county ROW. 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 the general welfare. These requirements shall apply unless waived in writing by the County Engineer prior to installation.

Applicant Name: Windstream Iowa Communications

Street Address: 11101 Anderson Dr., Suite 100

City, State & Zip Code: Little Rock, AR 72212

Contact Person: Dan Cole or Kijana Royal (563) 927-3120 or (501) 748-7628
(W/O# 13429046950249)

1. Location Plan. An applicant shall file a completed location plan as an attachment to this Permit Application. The location plan shall set forth the location of the proposed utility and/or construction on the secondary road system and include a description of the proposed installation.
2. Written Notice. At least 10 working days prior to the proposed construction, an applicant shall file with the County Engineer a written notice stating the time, date, location and nature of the proposed construction. Permits will be issued for a maximum period of one year.
3. Inspection. The County Engineer may provide a full-time inspector during the installation of utility lines and construction within ROW to insure compliance with this permit. The inspector may 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. (**Utility Permits Only**) Upon approval of the application by the Board of Supervisors, the permit will be issued by the County Engineer upon payment of the required prepaid \$100.00 permit fee made payable to the County Treasurer's office. Inspection fees may be required by the County Engineer and paid by the applicants. The applicant shall pay actual costs directly attributable to the installation inspection conducted by the County Engineer.
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) The applicant shall use reference markers in the right-of-way ("R.O.W. ") 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.
 - D) All tile line locations shall be marked with references located in the R.O.W. line.
 - E) No underground utility lines shall cross over a crossroad drainage structure without written approval.
 - F) Residents along the utility route shall have uninterrupted access to public roads. An all-weather access shall be maintained for residents adjacent to the project.
 - G) A joint assessment of the road surfacing shall be made by the applicant and the Road Maintenance Superintendent both before and after construction. After construction, granular surfacing shall be added to the road by the applicant to restore the road to its original condition excluding tile crossings. After surfacing has been applied, the road surface shall be reviewed by the Road Maintenance Superintendent once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
 - H) All damaged areas within the R.O.W. shall be repaired and restored to at least its 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.
 - I) Areas disturbed during construction which present an erosion problem shall be rectified by the applicant in a manner approved by the County Engineer.
 - J) All trenches, excavations, and utilities that are knifed shall be properly tamped.
 - K) 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.
 - L) Paved road utility crossings 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 suspend the installation at any time if the applicant's work does not meet the requirements set forth in this Permit.
 - 7. Emergency Work. In emergency situations, work may be initiated by an applicant without first obtaining a permit. However, a permit must be obtained within fourteen (14) days of initiation of the work. All emergency work shall be done in conformity with the provisions of this ordinance and shall be inspected for full compliance.
 - 8. 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.
 - 9. Hold Harmless. The utility company shall save the County harmless of any damages resulting from the applicant's operations. A copy of a certificate of insurance naming the 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.

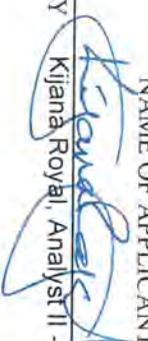
10. Permit Required. No applicant shall install any lines unless such applicant has obtained a permit from the County Engineer and has agreed in writing that said installation will comply with all ordinances and requirements of the County for such work. Applicants agree to hold the County free from liability 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.

11. 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, bridge construction, alignment or widening of R.O.W. resulting from maintenance or construction operations for highway improvements.

October 13, 2015
DATE SUBMITTED

Windstream Iowa Communications, Inc.

NAME OF APPLICANT OR COMPANY

BY  Kijana Royal, Analyst II -OSP Eng.

APPROVAL:

DATE

COUNTY ENGINEER

APPROVAL: Required for Franchise Utility Permit Applications Only

DATE

CHAIRPERSON, BOARD OF SUPERVISORS

CLINTON COUNTY HEALTH BENEFITS PLAN
CONDITIONS OF PARTICIPATION FOR
AFFILIATED ORGANIZATIONS

December 2015

Under certain terms and conditions, Clinton County (Board of Supervisors) may allow participation in the County's group health plan by affiliated organizations. This document outlines the terms and conditions for participation.

The County (Board of Supervisors) reserves the right to terminate participation in the group health plan. This document also outlines the procedure for termination of coverage.

The terms, conditions and procedures listed below serve as a guideline only. If sufficient reason(s) either to allow participation or terminate participation becomes known, the County (Board of Supervisors) may take that reason(s) into consideration in making a decision to allow or terminate participation.

Conditions of Participation

The affiliated organization agrees to:

1. Provide a complete census of the employees to be covered (name, date of birth, gender, SSN, address, as well as the same information for each family member to be covered).
2. Promptly notify the County of any additions, revisions and terminations;
3. Remit payment for coverage no later than the 25th day of the month prior to the month of coverage;
4. Provide the County with the organization's eligibility rules;
5. Properly enforce the organization's eligibility rules;
6. Hold the County harmless for enforcement of any conditions of coverage for the organization's employees as may be required by the Affordable Care Act; and
7. Sign the Clinton County Health Benefits Plan Administration Agreement and pay the fees set forth in said agreement.

If an affiliated organization is requesting participation for the first time, to aid in the County's determination of whether to grant participation, the organization must agree to disclose any significant health conditions that exist within the group of which it is aware.

Procedures for Termination

The County recognizes that its primary responsibility is to provide health coverage for its employees and their families. Therefore, participation by affiliated organizations may be terminated if, in the opinion of the County (Board of Supervisors), it negatively impacts the operations of the overall plan. Notification of the termination of participation will be sent to

the affiliated organization no later than 90 days preceding the date of termination. It will be the responsibility of the affiliated organization to seek alternate coverage for its employees.

The County's plan will pay claims incurred to the date of termination. For example, if the termination date is July 1, 2015, any claims incurred through June 30, 2015, will be paid through the County's plan.

In the event an affiliated organization chooses to seek alternate coverage, the County requires 60 days' notice of such termination. As above, claims incurred prior to the termination date will be paid through the County's plan.

If an affiliated organization terminates participation voluntarily or participation is terminated by the County, the County reserves the right to decline future participation should the affiliated organization subsequently seek to again participate in the plan.

For Clinton County

For Clinton County Solid Waste Agency

By: _____

By: _____

Chairman, Clinton County
Board of Supervisors

Title: _____

Date: _____

Date: _____

CLINTON COUNTY HEALTH BENEFITS PLAN
ADMINISTRATION AGREEMENT FOR
AFFILIATED ORGANIZATIONS

June 1, 2016

This agreement, made the 1st day of June, 2016, is between the Clinton County Solid Waste Agency and Clinton County, Iowa.

Purpose of Agreement

To establish the terms and guidelines of participation of affiliated organizations in the Clinton County Health Benefits Plan as it relates to the administrative costs of the Health Benefits Plan to Clinton County and the payment for those administrative duties as included in this agreement.

Duration of Agreement

This agreement shall become effective June 1, 2016. This agreement shall remain in effect until June 30, 2017, or until earlier terminated according to the provision herein.

Responsibilities of Clinton County

The County shall provide the following services:

- A. Collect the Health Benefits contribution and apply said contribution toward the Health Benefits Plan;
- B. Enter new employee information into the Health Benefits Plan as well as update any current employee information in the Health Benefits Plan;
- C. Administer affiliated organization's Health Benefit eligibility rules; and
- D. Provide affiliated organization with the appropriate paperwork including but not limited to Plan Descriptions, COBRA and all required governmental forms and schedules.

Responsibilities of Affiliated Organization

The Affiliated Organization shall have the following responsibilities:

- A. Adhere to the "Conditions of Participation" detailed in the "Clinton County Health Plan Conditions of Participation for Affiliated Organizations" as stated below;
 - 1. Provide a complete census of the employees to be covered (name, date of birth, gender, SSN, address, as well as the same information for each family member to be covered).
 - 2. Promptly notify the County of any additions, revisions and terminations;
 - 3. Remit payment for coverage no later than the 25th day of the month prior to the month of coverage;

- 4. Provide the County with the organization's eligibility rules;
 - 5. Properly enforce the organization's eligibility rules;
 - 6. Hold the County harmless for enforcement of any conditions of coverage for the organization's employees as may be required by the Affordable Care Act; and
 - 7. Sign the Clinton County Health Benefits Plan Administration Agreement and pay the fees set forth in said agreement.
- B. Certify by June 1 to the Clinton County Auditor's Office the number of employees enrolled in the Health Benefits Plan;
 - C. Remit an administrative fee payment to the Clinton County Auditor's Office for an amount equal to the number of certified employees enrolled in the Health Benefits Plan multiplied by an administrative fee per employee in the amount of \$20;
 - D. Remit the administrative fee payment to the Clinton County Auditor's Office before September 1

Procedures for Termination

Termination of this agreement will follow the procedures for termination as prescribed by the "Clinton County Health Plan Conditions of Participation for Affiliated Organizations."

For Clinton County

For Clinton County Solid Waste Agency

By: _____

By: _____

Chairman, Clinton County
Board of Supervisors

Title: _____

Date: _____

Date: _____

October 26, 2015

RESOLUTION 2015 - _____

RESOLUTION AUTHORIZING AN UMBRELLA 28E MUTUAL AID AGREEMENT FOR CLINTON COUNTY EMERGENCY AND PUBLIC SERVICES.

WHEREAS, the UMBRELLA agreement is not meant to eliminate the existing 28E Agreement, instead cover any gaps among Clinton County emergency and public services; and

WHEREAS, the Sheriff desires the Clinton County Board of Supervisors to authorize the signing of said agreement.

THEREFORE, BE IT RESOLVED by the Clinton County Board of Supervisors that the Board of Supervisors Chair hereby sign the agreement, which has been reviewed and approved by the Clinton County Attorney.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Chairperson
Clinton County Board of Supervisors

ATTEST:

Eric Van Lancker
County Auditor
County of Clinton
State of Iowa

UMBRELLA 28E MUTUAL AID AGREEMENT

For Clinton County Emergency and Public Services

WHEREAS, the undersigned entities provide the following emergency and public services to include but not limited to law enforcement/public works/emergency management/emergency communications/fire/rescue services and/or emergency medical services in Clinton County; and

WHEREAS, there are multiple existing mutual aid agreements between entities, this mutual aid agreement is not meant to eliminate those existing agreements and instead cover any gaps among Clinton County emergency and public services; and

WHEREAS, the undersigned entities have a desire to assist any of the other undersigned entities in a time of need; and

WHEREAS, the undersigned entities each maintain emergency and public services, equipment, and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations or pre-planned events or training may arise in regard to emergency or public or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed emergency and public services upon a reciprocal basis; and

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is to provide emergency and public services mutual assistance of one entity to the other in such emergency situations requiring additional, special personnel, and/or equipment and also for disaster reimbursement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Definitions

- a. Mutual Aid. The assistance of emergency and public services personnel and equipment provided by one Party ("Aiding Party") and requested by the other Party ("Stricken Party") to this Agreement.
- b. Stricken Party. The agency or entity experiencing an emergency or planned event that requires mutual aid assistance.
- c. Aiding Party. The agency or entity offering mutual aid assistance.

- d. Incident Commander. The person who, by virtue of his/her position with the Stricken Party, is responsible for the overall command and direction of the Emergency response activities.
- e. Unified Command. The authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency. Unified Command can be substituted for Incident commander where it occurs in this document.
- f. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, concludes; based upon actual circumstances that assistance is needed to protect life and/or property within its jurisdiction.

II. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

III. Requests for Assistance

All requests for Mutual Aid in an Emergency shall be made by the chief or director for each entity or designee of the Stricken Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision on type and amount of equipment and number of personnel to be provided by the Aiding Party to the Stricken Party shall be at the sole discretion of the Aiding Party. Further, the Aiding Party shall be held harmless by the Stricken Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Stricken Party.

IV. Authority Over Joint Operations

The Incident Commander of the Stricken Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Aiding Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

V. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are

employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel, as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of damage to private property, and/or the death of or injury to private persons, arising from services or response rendered pursuant to this agreement. Provided, however, the Stricken Party shall indemnify, defend and hold harmless the Aiding Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph IV of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

VI. Compensation

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Aiding Party provides supplemental services or a higher level of medical services than the Stricken Party, such as paramedic services, the Stricken Party may

bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Stricken Party does not charge for ambulance services, the Aiding Party will bill the responsible party for services rendered and retain one hundred percent (100%) of fees collected.

For emergency and public services in Clinton County, no Party shall be required to reimburse any other Party for the cost of providing the service set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Aiding Party may bill the responsible party at a hazardous material incident to reclaim costs associated with responding to the call.

Equipment, personnel, and/or Agency services provided to this Agreement, shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Party; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Party is empowered to and may charge a Stricken Party for reimbursement for costs of equipment, personnel, and/or Agency services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Party to a Stricken Party may not exceed the amount necessary to make the Aiding Party whole and should only include costs that are non-routine in nature.
2. The Aiding Party must assess no more than "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA/OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Party to a Stricken Party exceed the amount of fees permitted to be assessed under Iowa law.
5. Aiding Parties must invoice the Stricken Party within thirty (30) days after the completion of the emergency; once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

VII. Termination

This agreement may be terminated for any reason by any Party by giving written notice, by certified mail to the Coordinator of the Clinton County Emergency Management Agency. This Agreement shall thereafter terminate sixty (60) days from the date of receipt of termination notice for the requesting Party(ies). Upon termination, the requesting Party(ies) shall have no further responsibility or obligation under this Agreement, except as provided herein.

VIII. Effective Date

This Agreement shall be in full force and effect upon the approval by the governing body of each Party and upon filing, by each participating Party, of a certified copy with the Secretary of State and the Clinton County Recorder. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated for the requesting Party(ies) as provided in paragraph VII.

IX. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, executed by the authorized representatives of all Parties.

X. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XI. No Separate Entity Created

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.

UMBRELLA 28E MUTUAL AID AGREEMENT

For Clinton County Emergency and Public Services

By authorized signature of this Agreement, Parties agree to the Mutual Aid Agreement for emergency and public services in Clinton County.

Effective Date:

October ?, 2015

Entity:

Title

Dated

October 26, 2015

RESOLUTION # 2015-DD7-01

WHEREAS: The Clinton County Board of Supervisors acting as Trustees for Drainage District #7 received a request for repair of the Drainage District 7 (DD7) Lateral D ditch adjacent to the Ellis Mueller Farm Corporation property, and

WHEREAS: The Clinton County Board of Supervisors acting as Trustees for Drainage District #7 (DD7) approved the County Engineer's recommendation that the repair is warranted and authorized the Engineer to solicit quotes for the recommended repairs, and;

WHEREAS, on October 15, 2015 quotes for the repair work were received as listed below and;

Contractor	Total Quote
Dexter Dozing & Scraping	No quote
A&S Excavating	No quote
Dan's Excavating & Grading	\$5,725

WHEREAS: the Clinton County Engineer has reviewed the quotes and recommends the repair project be awarded to Dan's Excavating & Grading.

THEREFORE BE IT RESOLVED that the Board of Supervisors of Clinton County, Iowa, accept the low quote submitted by Dan's Excavating & Grading and authorize the execution of the contract.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

ATTEST:

Eric Van Lancker
County Auditor
County of Clinton
State of Iowa

Chairperson
Clinton County Board of Supervisors