

**PROCEEDINGS OF THE WASHINGTON COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, APRIL 16, 2019**

Chairperson Bob Yoder called the meeting to order at 9:00 a.m. in the Courthouse chambers in regular session. Items on the agenda included the following: approval of agenda; FY20 contract law enforcement – Sheriff; approval of Certificate of Appointment of Deputy Sheriff; Quarterly Report – Treasurer; Quarterly Report – Recorder; Quarterly Report – Auditor; discussion and action regarding contract with Karpel Solutions for case management services; discussion and action regarding 28E Agreement related to funding for countywide communication services; Resolution 19-14 regarding 28E Agreement related to funding for countywide communications services; discussion and action related to Request for Proposal to provide ambulance services in Washington County; discussion and action to authorize the County Attorney to draft contract renewal with WEMIGA Waste Systems for operation of Washington County Rural Solid Waste and Recycling Center; HIPAA compliance update; public comment; adjourn. Supervisors Jack Seward, Jr., Abe Miller, Stan Stoops, and Richard Young were also present.

Others attending were: Sally Hart, KCII Radio; Mary Zielinski, The News; Gretchen Teske, Washington Evening Journal; Jeff Garrett, County Treasurer; Shawn Ellingson, County Sheriff's Office; Cyndie Sinn, County IT/Budget Director; Danielle Pettit-Majewski, County Public Health Director; Amber Day, County Auditor's Office; John Gish, County Attorney; Marissa Reisen, County Emergency Management Director; Jo Greiner, County Recorder; Roger Shindell, CAROSH Compliance Solutions; Amber Williams, Board of Supervisors Administrative Assistant; and citizens Charlotte Stalder, Branden Chiles, Karyl Miller, Bill Miller, Tom Dayton, Jordan Heyvaert, Jim Zieglowsky, Bruce Murphy, Andre Ruby, Jamie Brame, Jordan Wright, and Denny Stalder.

All motions were passed unanimously unless noted otherwise.

On motion by Seward, seconded by Miller, the Board voted to approve the agenda as published.

On motion by Miller, seconded by Stoops, the Board voted to approve a law enforcement contract with the City of Ainsworth at an annual cost of \$16,369.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County.

On motion by Young, seconded by Miller, the Board voted to approve a law enforcement contract with the City of Brighton at an annual cost of \$22,712.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County.

On motion by Miller, seconded by Young, the Board voted to approve a law enforcement contract with the City of Crawfordsville at an annual cost of \$6,869.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County.

On motion by Seward, seconded by Stoops, the Board voted to approve a law enforcement contract with the City of Kalona at a total annual cost of \$134,321.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County. This amount includes \$43,776.00 which will be contributed to the County for the purpose of hiring an additional deputy sheriff for carrying out law services.

On motion by Stoops, seconded by Seward, the Board voted to approve a law enforcement contract with the City of Riverside at an annual cost of \$95,504.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County. This amount includes \$43,386.00 which will be contributed to the County for the purpose of hiring an additional deputy sheriff for carrying out law services.

On motion by Seward, seconded by Miller, the Board voted to approve a law enforcement contract with the City of Wellman at an annual cost of \$68,757.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County. This amount includes \$17,838 which will be contributed to the County for the purpose of hiring an additional deputy sheriff for carrying out law services.

On motion by Seward, seconded by Stoops, the Board voted to approve a law enforcement contract with the City of West Chester at an annual cost of \$6,135.00 for the period of July 1, 2019 through June 30, 2020 and to authorize the Chairperson to sign the agreement on behalf of Washington County.

On motion by Seward, seconded by Young, the Board voted to approve the appointment of Jayse Horning as Deputy Sheriff with such appointment expiring December 31, 2020.

On motion by Stoops, seconded by Young, the Board voted to acknowledge receipt of the County Treasurer's Report of Fees Collected for the 3rd quarter FY19 and to authorize the Chairperson to sign the report on behalf of the Board. The report, presented by County Treasurer Jeff Garrett, listed total motor vehicle fees of \$1,904,345.62 collected during the quarter with Washington County retaining \$70,391.81 (3.7%) of that total. Garrett provided the following fee retention schedule: 4% of registration fees, \$2.50 per certificate of title, 60% of security interest notation fees, \$1.00 or 100% if greater than \$1.00 for new registrations, 5% of organ donor fund donations, \$15.00 per suspension, \$3.00 for postage to mail license plates, and \$7.00 for each driver's license issued. A grand total of \$78,940.14 was retained by the County during the quarter. The complete report is available in the office of the Washington County Auditor.

On motion by Miller, seconded by Stoops, the Board voted to acknowledge receipt of the Recorder's 3rd quarter report for FY19 and to authorize the Chairperson to sign the report on behalf of the Board. The report, presented by County Recorder Jo Greiner, reflected revenues for the quarter in the amount of \$97,824.46 with the county retaining \$32,408.24. According to Greiner a total of 944 documents were recorded during the quarter and she added that during the quarter her office handled 20 marriage applications, 107 passport applications, and 754 boat, ATV and snowmobile renewals and new registrations. A total of 503 certified copies of birth certificates, death certificates, and

marriage licenses were provided to the public. The complete report is available in the office of the Washington County Auditor.

On motion by Seward, seconded by Miller, the Board voted to acknowledge receipt of the County Auditor's report for the 3rd quarter of FY19 and to authorize the Chairperson to sign the report on behalf of the Board. The report, presented by County Auditor Dan Widmer, reflected revenues for the quarter in the amount of \$1,412.00. Of this total, \$1,200.00 resulted from transfer fees, \$202.00 from the sale of plat books, \$10.00 for providing election services, and \$25.00 for providing GIS Services. The complete report is available in the office of the Washington County Auditor.

County Attorney John Gish explained his intention to execute a contract and an agreement with Karpel Solutions (Karpel) by which Karpel would provide software designed to track and manage legal files. Karpel is a cloud-based system that would replace the Pro Law tracking and management software that presently has been used in the County Attorney's office for the past 10 years. The initial cost of the software is \$42,525.00 and Gish stated that after the initial investment an annual fee in the amount of \$5,375.00 would be due. Gish added that such annual fee is approximately \$2,300.00 less than the current annual fee that is paid to Pro Law. Gish informed the Board that the new Karpel software provides features and innovations currently unavailable with Pro Law and he added that Karpel has superior customer service. On motion by Seward, seconded by Stoops, the Board voted to acknowledge and approve the County Attorney's proposed contract with Karpel Solutions for case management services and to authorize the Chairperson to sign as necessary. On motion by Seward, seconded by Young, the Board voted to acknowledge and approve the County Attorney to sign an agreement with Karpel Solutions for case management services for the County Attorney's office.

On motion by Seward, seconded by Young, the Board voted by way of roll call vote to approve Resolution 19-14 as follows and to authorize the Chairperson to sign Resolution 19-14 on behalf of the Board.

RESOLUTION 19-14

RESOLUTION APPROVING A 28E AGREEMENT REGARDING FUNDING FOR COUNTYWIDE COMMUNICATIONS SERVICES

WHEREAS, on January 2, 1990, the City of Washington, Iowa, and Washington County, Iowa, entered into an agreement under Iowa Code chapter 28E (1990 Washington County Public Safety Commission Joint Agreement) establishing the Washington County Public Safety Commission (also known as the "Washington County Communication Commission") and

WHEREAS, Washington County Public Safety Commission and the Washington County Emergency Management Commission, along with the City of Washington, Iowa, and Washington County, Iowa, have entered the attached agreement under Iowa Code chapter 28E providing for the Washington County Public Safety Commission to be sufficiently funded by the Washington County Emergency Management Commission (Exhibit A); and

WHEREAS, the City of Washington, Iowa, and Washington County, Iowa, have joined in the attached agreement, and mutually desire that any conflicting provisions of the 1990 28E agreement establishing the Washington County Public Safety Commission (including Article VII, Section 4, as subsequently amended) be superseded by the attached agreement;

IT IS THEREFORE RESOLVED by the Washington County, Iowa, Board of Supervisors that the attached 28E Agreement Regarding Funding for Countywide Communications Services (Exhibit A) is hereby approved and adopted.

IT IS FURTHER RESOLVED that any provisions in the 1990 28E agreement establishing the Washington County Public Safety Commission (including Article VII, Section 4, as subsequently amended) shall be superseded by the attached agreement.

On motion by Young, seconded by Seward, the Board voted to approve a 28E Agreement as follows related to funding for countywide communications services between the Washington County Emergency Management Commission, Washington County Public Safety Commission, the City of Washington, Iowa, and Washington County, Iowa and to authorize the Chairperson to sign the agreement on behalf of the Board.

28E Agreement Regarding Funding for Washington (Iowa) Countywide Communications Services

WHEREAS, pursuant to its authority under Iowa Code sections 29C.9(6) and 29C.17(4), the Washington County Emergency Management Commission desires to provide joint emergency response communications services benefitting Washington County and its incorporated cities, and

WHEREAS, the Washington County Public Safety Commission is a pre-existing entity organized under Iowa Code Chapter 28E for the purpose of providing consolidated emergency communication services within the same geographic area, and

WHEREAS, the Washington County Public Safety Commission desires to alleviate the unnecessary administrative burden imposed upon its constituent municipalities by an existing cost-sharing formula, and

WHEREAS, the Washington County Emergency Management Commission finds that monies sufficient to support the operating needs of the Washington County Public Safety Commission (and particularly its Consolidated Public Safety Communications Center) exist within the County's Emergency Management fund or can otherwise be secured through a countywide emergency management levy, pursuant to Iowa Code section 29C.17(2)(a), and

WHEREAS, all governmental entities who are signatories to the 1990 28E Agreement entitled Washington County Public Safety Commission Joint Agreement and its various amendments have, by their signatures below, agreed to the terms of this document.

IT IS THEREFORE AGREED AS FOLLOWS:

- Parties and Purposes.** Pursuant to Iowa Code Chapter 28E, this Agreement is made between the Washington County Emergency Management Commission, a public entity organized under Iowa Code Section 29C.9, and the Washington County Public Safety Commission (informally known as the "Washington County Communications Commission"), a public entity established under Iowa Code chapter 28E (hereinafter jointly referred to as the "Commission" for the purpose of providing consolidated emergency communications services to Washington County and its incorporated cities. The City of Washington, Iowa, and Washington County, Iowa, as parties to the 1990 chapter 28E agreement establishing the Washington County Public Safety Commission, also join this agreement.
- Provision of Emergency Communications Services.** Beginning on the Effective Date described in Section (8) of this Agreement, the Washington County Emergency Management Commission shall fund the entire operating budget of the Washington County Communications Commission pursuant to the procedure set forth in Section 94 of the Agreement.
- Funding Unconditional.** Funds issued by the Washington County Emergency Management Commission pursuant to the procedures set forth in Subsection (4) may be used at the discretion of the Washington County Public Safety Commission for the purpose of providing emergency communications services to Washington County and its incorporated cities. Such funding shall be free and clear of any other condition or obligation.

4. **Budget Procedure.**

- a. No later than January 15th of each calendar year, the Washington Public Safety Commission shall develop a proposed budget of all expenses for the ensuing fiscal year (July 1 through June 30), which proposed budget shall be reviewed by the Commissions at a joint budgetary meeting.
 - b. The Public Safety Commission shall adopt a final proposed budget and submit it to the Washington County Emergency Management Commission on or before January 31st of the same calendar year. The Emergency Management Commission shall not unreasonably withhold approval of a final budget proposed by the Communication's Commission.
 - c. In accordance with Chapter 24 and Section 29C.17(6) of the Iowa Code, the Emergency Management Commission shall adopt, certify, and submit to the Washington County Auditor and to the State of Iowa an emergency management budget that includes a "communication" line item sufficient to fund the approved budget of the Public Safety Commission.
 - d. The Emergency Management Commission shall take all actions necessary to ensure that funding for the communications budget referenced in subsection (c) is secured for each fiscal year, including but not limited to, collaborating with Washington County to raise funds through a countywide special levy, pursuant to Iowa Code Sections 29C.17(2)(a) and 331.424(1)(a)(9).
5. **Disbursement of funds.** The funding approved pursuant to Section (4) of this agreement shall be transferred from the Washington County Emergency Management Fund to the Washington County Public Safety Commission on a semi-annual basis. Funds may be transferred during the fiscal year beginning on July 1, 2019, provided that the Commissions have substantially complied with the procedures set forth in Section 94 prior to the effective date of this agreement.
6. **Additional Funding Allowed.** Nothing in this agreement shall prevent the Washington County Communications Commission from accepting or expending funds received from other public or private sources.
7. **Scope of Agreement.** The Commissions agree that the provision of communications services by the Washington County Emergency Management Commission shall be strictly limited to the funding of operations of the Washington County Public Safety Commission and its Consolidated Public Safety Communications Center. No part of this Agreement shall be construed to vest in the Emergency Management Commission any administrative control, policy-making authority, or other supervisory power over the Public Safety Commission or the Consolidated Public Safety Communication Center. The Communications Commission shall continue to operate autonomously and as a distinct legal entity, subject to its Articles of Agreement and bylaws. Further, funding described in Sections (2) through (5) of this agreement shall be the only property acquired, held, or transferred in the performance of this Agreement.
8. **Partial preemptive effect.** Washington County and the City of Washington, Iowa, hereby agree that the 1990 28E Agreement entitled Washington County Public Safety Commission Joint Agreement shall remain in full force and effect, but any of its terms which are in conflict with this agreement (including Article VII, Section 4, as subsequently amended) are hereby superseded.
9. **Effective Date.** This agreement shall be in full force and effect July 1, 2019, following approval by the subsequent governing body of each Party and upon filing, by each participating party, of a certified copy with the Iowa Secretary of State and the Washington County Recorder. This agreement shall remain in full force and effect for an indefinite period of time from the Effective Date until terminated as provided below.
10. **Administrator.** For purposes of Iowa Code section 28E.6 (1), this agreement shall be administered by the Washington County Emergency Management Commission.
11. **Duration and Termination.** This Agreement shall be perpetual unless terminated upon twelve months' written notice by either party. However, in no event shall termination of this agreement discharge the duty of Emergency Management Commission to supply funding for the Communications Commission budget already approved pursuant to Section (4) of this Agreement.
12. **Amendments.** Notwithstanding Paragraph 8, this agreement represents the entire Agreement of the parties. Any amendments must be in writing, approved by the governing body of all parties, and executed by the authorized representatives of all parties.
13. **Severability.** In the event any part of paragraph of this Agreement is declared void or otherwise contrary to Iowa law, the remaining portions of this Agreement shall continue in full force and effect.

The Board next took up discussion regarding a Request for Proposal (RFP) for providing ambulance services for Washington County effective July 1, 2019. Presently the county is contracting with Washington County Ambulance (WCA) which is an independent provider owned and operated by Richard Young who also serves as a Washington County Supervisor. In order to avoid a conflict of interest Young did not participate in the discussion. Under the current contract there are two ambulances that are fully staffed 24 hours per day/365 days per year as well as two additional ambulances that are staffed on an on-call basis according to Washington County Ambulance employee Jamie Brame. WCA receives \$14,500 per month under terms of the current agreement. During a lengthy discussion that pertained to the RFP and included members of the audience the Board revealed their feeling that it is necessary to have three fully-staffed ambulances available with a fourth ambulance available on standby. Presently WCA employs a mix of approximately 25 to 30 part-time and full-time employees. Six additional employees would be needed to fully staff a third ambulance according to Brame. Citizen Andre Ruby, who is employed by WCA, expressed concern with adding six additional staff members. He stated that presently there are 600 open paramedic jobs statewide and typically just under 100 individuals graduate each year as paramedics. Ruby opined that staffing based on probability is risky and he scoffed at the reality of hiring enough paramedics to meet the need created by an additional ambulance. Citizen Bruce Murphy exhibited concern when he stated that if an ambulance was transferring a patient to Iowa City there might not be an ambulance available within the city limits. Miller responded by quoting the RFP which includes verbiage explaining the reasoning for three fully-staffed ambulances as follows: "Due to the volume of calls it is the intent of this RFP that the successful vendor shall maintain and fully staff, at its own cost and expense, three state-certified ambulances and equipment necessary to provide paramedic levels of service throughout the county and other jurisdictions as necessary." Seward added that he favored adding wording to the RFP stating that 911 services will be the priority of fully staffed ambulances and not transports. He also said choosing a contract that would employ three fully staffed ambulances and a fourth standby ambulance would come at a significant cost but Seward opined that such a cost was necessary in order to respond to the number of calls that are presently made as well as the expectation that such numbers will only continue to increase. In discussing the matter in more detail the Supervisors resigned themselves to the fact that an increase in cost may be unavoidable although the county is not required to accept a RFP. Citizen Jim Ziegowski estimated the cost to equip and staff a third ambulance to be in the neighborhood of \$300,000 and perhaps even \$500,000. In turn he posed the question as to whether the Board is ready to accept a new ambulance contract with such an increase or would it instead be a means of terminating county ambulance service. Seward responded that if the RFPs contain prohibitive costs a serious discussion would likely need to take place regarding the value that a third ambulance would provide compared to the cost. Miller moved and Stoops seconded a motion to accept the Request For Proposal for ambulance service in Washington County as presented. Seward voiced that he would like to see wording added to the frequently asked question (FAQ) section of the RFP stating that 911 emergency ambulance calls receive priority over non-911 emergency calls. In answer to Miller, Seward stated that the RFP would

be made available to the Iowa EMS Association, Iowa State Association of Counties, the Iowa League of Cities, and City Administrators and Fire Chiefs in Washington County. Chickasaw County, who is presently going through the RFP process for ambulance service, will be also be contacted. Ruby stated that presently the State of Iowa is not issuing any new licenses for supplying ambulance services. Citizen Branden Chiles encouraged the Board to enlist the assistance of county paramedics in future meetings and discussions about ambulance service in Washington County and he stated that such individuals often work not only in Washington County but neighboring counties as well as the University of Iowa Hospital and Clinics. Yoder called for a vote and the motion passed as follows: Aye-Yoder, Seward, Miller, Stoops. Abstain-Young.

County Attorney John Gish recommended a new contract be established between WEMIGA Waste Systems and the County related to operation of the Washington County Rural Solid Waste and Recycling Center and he requested the Board pass a motion directing him to prepare such a contract. Gish plans to use the existing contract as the basis for the new contract and will include prior amendments so that services for county rural residents will not change. He added that language outlining the City of Washington's involvement contained in the existing agreement will not be included in the new agreement. This is due to the current unknown status of the City's future plans. The current contract between WEMIGA Waste Systems, the City of Washington, and Washington County will cease to exist on July 1, 2019. Gish concurred with Young's understanding that with the City of Washington utilizing a new provider for waste and recyclables on July 1, 2019 such items will no longer taken to WCRC. On motion by Seward, seconded by Miller, the Board voted to authorize the Washington County Attorney to draft a contract renewal with WEMIGA Waste Systems for operation of Washington County Rural Solid Waste and Recycling Center.

Roger Shindell, President and CEO of CAROSH Compliance Solutions (CAROSH), updated the Board with regard to his firm's efforts to assist the County in the area of compliance with the Health Insurance Portability and Accountability Act (HIPAA) that was passed by the U.S. Congress in 1996. In general, HIPAA provides the ability to transfer and continue health insurance coverage for American workers and their families when they change or lose their jobs, reduces health care fraud and abuse, mandates industry-wide standards for health care information on electronic billing and other processes, and requires the protection and confidential handling of protected health information. Shindell exhibited an on-demand training report which showed an overall employee completion percentage of 84.79%. Shindell also displayed an audit and monitoring model. Finally Shindell discussed renewal of the County's contract with CAROSH at an annual cost of \$9,600.00 that would cover the period of April 2019 to March 2020. The Board took no formal action.

There was no public comment.

At 10:34 a.m. on motion by Young, seconded by Miller, the Board voted to adjourn.

ATTEST:
April 16, 2019

ROBERT C. YODER
Chairperson, Board of Supervisors

DANIEL L. WIDMER
County Auditor