

June 17, 2013

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor magistrate courtroom of the Mahaska County Courthouse. Present were the following board members: Chairman ó Greg Gordy; Vice Chairman ó Mike Vander Molen and Member - Mark Doland. Also present were Duane Nollen, Oskey Herald; Ken Allsup, Oskey News; Aaron Riggs and Eduardo Tamez, CRI; Taylor Howard, KBOE; Deann DeGroot, MCCARD; Judy Funk, Risk Management Solutions of Iowa; Dave Sedevic, Mahaska County Conservation Director; Eric Dursky, Mahaska County Sanitarian; Randy Kelley, Country Life Health Care; Ryan Schlabauth and Jody Bailey, City of Kalona; Jerry Nusbaum, Mahaska County Engineer; Kathy Anderson and Susan Brown, Mahaska County Auditor.

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

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

It was moved by Vander Molen seconded by Doland to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the minutes of June 3rd with a correction to the motion to approve resolution #2013-06-02. All present voted aye. Motion carried.

Eric Dursky, Mahaska County Sanitarian, provided his monthly report to the board and it was placed on file.

David Sedevic, Mahaska County Conservation Director, provided his monthly report to the board and it was placed on file.

Deann DeGroot, MCARD, provided her monthly report to the board and it was placed on file.

It was moved by Vander Molen seconded by Doland to authorize the chair to execute the following 28E agreement between Mahaska County and Country Life Health Care, Inc. beginning July 1, 2013 and ending June 30, 2014. All present voted aye. Motion carried.

**28E AGREEMENT REGARDING INSURANCE BETWEEN
MAHASKA COUNTY, IOWA AND COUNTRY LIFE HEALTH CARE, INC.**

1. This Agreement is entered into by Country Life Health care, Inc., a nonprofit private agency hereinafter referred to as "Operator", and Mahaska County, a political subdivision of the State of Iowa, hereinafter referred to as "County", pursuant to Chapter 28E of the 1989 Code of Iowa.

2. Whereas the parties have entered into a separate written agreement entitled "Agreement between Mahaska County, Iowa, and Country Life Health Care, Inc.", hereinafter referred to as "Operation Agreement", regarding the operation of the Mahaska County Care Facility, hereinafter referred to as "Facility", to be operated according to specific terms and conditions as set forth in the Operation Agreement, it is the purpose of this Section 28E Agreement regarding Insurance, hereinafter referred to as "28E Insurance Agreement", to provide insurance coverage for Operator's employees who work at the Facility, said employees hereinafter referred to as "Facility Employees", for the duration, and limited to the duration, of the life of the Operation Agreement.
3. Group dental insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The dental coverage for Facility Employees shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.
4. Group health insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The health insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.
5. Group life insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The life insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between Madison National Life Insurance Company and County, and said Master Agreement is incorporated here by reference.
6. Group pharmacy insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The pharmacy insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.
7. Group vision insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The vision insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.

8. This 28E Insurance Agreement shall be overseen by a joint board consisting of the Board of Directors of Country Life Health Care, Inc. and the Board of Supervisors of Mahaska County.
9. The Operator agrees to pay premiums per employee to the Mahaska County Auditor by the 25th of each month. The Mahaska County Auditor shall then deposit the premium in the Mahaska County Employeeø Trust Fund. Claims shall then be paid out of the Mahaska County Employeeø Trust Fund. The monthly premium amount per employee for the period July 1, 2013 through June 30, 2014, will be as follows: for the medical insurance coverage \$1277.00 for a family, and \$524.00 for a single employee; for dental insurance coverage \$30.00 for a single employee and \$70.00 for a family; for life insurance coverage it shall be \$2.20 per employee; for vision insurance coverage \$11.00 for a single employee and \$22.00 for a family. The Operator shall pay the said premiums to the Mahaska County Auditor by the 25th of each month, and said premiums are for coverage beginning the first day of the following month; for example, premiums paid by May 25th are for coverage beginning June 1 of that year. Operator agrees that each premium year shall run from July 1 through June 30, and that the Operator shall abide by the decisions made jointly between the County Board of Supervisors and the insurance providers with regard to the monthly premium amount set per premium year. Insurance coverage for Facility Employees shall begin July 1, 2013, provided said premium is timely paid. New Facility Employees shall not be covered until the first of the second month following the month in which they start.
10. The parties agree that either party may cancel this agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.
11. A failure on behalf of the Operator to timely make the premium payments provided for herein shall be considered a voluntary termination of this agreement by the Operator.
12. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Dated this Seventeenth day of June, 2013.

s/Greg Gordy
Chairperson
Mahaska County Board of Supervisors

s/Randall Kelley
Randall Kelley, Administrator
Country Life Health Care, Inc.

It was moved by Vander Molen seconded by Doland to approve the following lease agreement between Mahaska County and Country Life Health Care, Inc. beginning July 1, 2013 and ending June 30, 2014. All present voted aye. Motion carried.

LEASE-BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this Seventeenth day of June, 2013 by and between Mahaska County, Iowa (hereinafter called "Landlord") whose address for the purpose of this lease is Court House, Oskaloosa, Iowa 52577 and Country Life Health Care, Inc. (hereinafter called "Tenant"), a nonprofit corporation whose address for the purpose of this lease is 2554 Ford Avenue, Oskaloosa, IA 52577, WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the following prescribed real estate, situated in Mahaska County, Iowa, to wit:

County Care Facility. See plat and legal description attached hereto and a part hereof. (This lease includes all buildings and structures except the grain bins, all equipment, inventory and supplies of the facility. Landlord and/or its agents reserve the right to enter on and across the premises for access to the adjacent farmland, sewage lagoon, grain bins, and for any materials stored on the described premises.) with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if and as may be attached hereto, for a term of one year, commencing at midnight of the day previous to the lease term, which shall be on the 30th day of June, 2013 and ending at midnight on the last day of the lease term, which shall be on the 30th day of June 2014, upon the condition that the Tenant pays rent therefore, and otherwise performs as this lease period provided.
2. **RENTAL.** Tenant agrees to pay to Landlord as reimbursement for property and casualty insurance cost for said term, as follows: \$802.58 per month as rent. All sums shall be paid at the address of the Landlord, as above designated.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should the Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.
4. **USE OF THE PREMISES.** Tenant covenants and agrees during the term of this lease to use and occupy the leased premises only for a Residential Care Facility pursuant to all rules and regulations of the State Department of Inspections and Appeals. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.
5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. (But see paragraph 14, below.) Landlord, shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.
6. **CARE AND MAINTENANCE OF PREMISES.** (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided. Tenant shall be expressly responsible for the cost (up to a limit of \$25,000 for the duration of this lease) of all repairs to the buildings and associated equipment which require specialized repair personnel, including furnace, plumbing, sewage and electrical systems. Tenant shall be responsible for all ordinary repairs to the facility and premises which do not require specialized repair personnel.
 - (b) **LANDLORD'S DUTY OF CARE AND MAINTENANCE.** Landlord will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair.
 - (c) **TENANT'S DUTY OF CARE AND MAINTENANCE.** Tenant shall, after taking possession of said premises and until the termination of this lease and actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes. Tenant at its own expense may install floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises and for maintaining the parking area, driveways and sidewalks on and abutting the leased premises.

Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefore.

- (d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public. Tenant will not allow trash of any kind to accumulate on said premises in the halls or in the yard in front, side or rear thereof, and it will remove same from the premises at its own expense. Tenant also agrees to removal snow and ice and other obstacles from the sidewalk on or abutting the premises.

7. **UTILITIES AND SERVICES.** (a) Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, Sewer, gas, heat, electricity, power, air conditioning, garbage disposal, trash disposal and not limited to the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the demised premises.

(b) AIR CONDITIONING equipment and maintenance thereof shall be furnished at the expense of Tenant.

(c) JANITOR SERVICE shall be furnished at the expense of Tenant.

(d) HEATING shall be furnished at the expense of Tenant.

8. **SURRENDER OF PREMISES AT END OF TERM-REMOVAL OF FIXTURES.** (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except in the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. See also 11(a) and 11(e) below.

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month Extension of this lease.

9. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease or subletting of the premises or any part thereof, Without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease Term due and payable at once. Such written permission shall not be unreasonably withheld.

10. **REAL ESTATE TAXES.** (a) All real estate taxes, except as may be otherwise expressly provided in this paragraph 10, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the Landlord.

(b) Increase in such taxes, including those increases caused by the improvements of Tenant shall be paid by Landlord.

(c) Personal property taxes. Tenant agrees to pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises, during the term of this lease.

(d) Special assessments shall be timely paid by the Landlord.

11. **INSURANCE.** (a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, except that the Tenant's share of such insurance proceeds are hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing the Landlord by Tenant. See also 11 (e) below.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon the personal property of the Tenant upon which the Landlord by law or by the terms of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to comply with the recommendations of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increase risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

- (d) Insurance proceeds. Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial. See also 11(a) above.

12. **INDEMNITY AND LIABILITY INSURANCE.** Except as to any negligence of the Landlord, arising out of roof and structural parts of the building, Tenant will protect, indemnify and save harmless the Landlord from any and all loss, costs, damages and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will be at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than \$1,000,000 for any one person injured, and \$1,000,000 for any one accident, and with the limits of \$250,000 for property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates and copies of said policies, naming the Landlord, and providing for fifteen (15) days notice to the Landlord before cancellation shall be delivered to the Landlord within twenty (20) days from the date of the beginning of the term of this lease. As to insurance of the Landlord for roof and structural faults, see paragraph 11(a) above.

13. **FIRE AND CASUALTY. Partial Destruction of Premises.** (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Landlord's reasonable control.

(b) **Zoning.** Should the zoning ordinance of the city or municipality in which this property is located make it impossible for the Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that the Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the paragraph provided.

(c) **Total Destruction of Business Use.** In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days this lease may be terminated at the option of either the Landlord or the Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all further obligations hereunder, Tenant paying rental pro rata only to the date of the destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

14. **CONDEMNATION.** (a) **Disposition of Awards.** Should the whole or any part of the demised premises be condemned or taken by a competent Authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **Date of Lease Termination.** If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 14(a) above.

15. **TERMINATION OF LEASE AND DEFAULT OF TENANT.** (a) **Termination Upon Expiration Or Upon Notice Of Defaults.** This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default of payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled or forfeited, provided, however, before any such cancellation and forfeiture except as provided in 15(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited forty-five (45) days after giving such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 22 below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 21 below, provided.

(b) **Bankruptcy Or Insolvency Of Tenant.** In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate the damages by the Landlord, and not as an agreement to terminate this lease.

16. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be paid forthwith on demand, together with interest at the rate of _____% per annum, from the date of the advance.
17. **SIGNS.** (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld.
- (b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.
18. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.
19. **LANDLORD'S LIEN AND SECURITY INTEREST.** Said Landlord shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefore, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for the termination of this lease because of Tenant's default in its performance.
20. **SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.** (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgment of the Tenant it shall become obsolete, outworn or unnecessary in connection with the operation of the business on said premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the demised premises.
- (b) Nothing herein contained shall be construed as denying to the Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.
21. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way effect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
22. **NOTICE AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.
23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.
24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease to be kept or performed by the Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.
25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. **Waiver of the Subrogation Rights** hereto attached is by this reference made a part hereof.

27. **This Agreement is subject to approval** by the Social Security Administration and the Iowa Department of Human Services.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and the year first above written.

TENANT ó Country Life Health Care, Inc.

LANDLORD ó Mahaska County, Iowa

By: s /Randall Kelley
Randall Kelley, Administrator Country Life Health Care, Inc.

By: s/Greg Gordy
Chairperson, Mahaska County Board of Supervisors

CORPORATION.

STATE OF IOWA
COUNTY OF MAHASKA

On this Seventeenth day of June, 2013, before me, the undersigned a Notary Public in and for said County and State, personally appeared Randall Kelley and Greg Gordy to me personally known, who being by me duly sworn, did say that they are the Administrator of Country Life Health care, Inc. and Chairperson, Mahaska County Board of Supervisors respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument (the seal affixed hereto is the seal of said) was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Randall Kelley and Greg Gordy as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and them voluntarily executed.

(SEAL)

s/Teresa Paige
Notary Public in and for said County and State

It was moved by Vander Molen seconded by Doland to approve the following operating agreement between Mahaska County and Country Life Health Care, Inc. for the term of July 1, 2013 thru June 30, 2014. All present voted aye. Motion carried.

**AGREEMENT BETWEEN
MAHASKA COUNTY, IOWA
AND
COUNTRY LIFE HEALTH CARE, INC.**

This Agreement entered into this Seventeenth day of June, 2013 by and between Country Life Health Care, Inc., an Iowa nonprofit corporation, hereinafter referred to as "Operator," and the County of Mahaska, an Iowa body corporate for civil and political purposes hereinafter referred to as "County."

WHEREAS, County through its elected Board of Supervisors owns the building and property that is operated as a Residential Care Facility referred to in this Agreement as "Facility," and,

WHEREAS, County and Operator intend that the Facility property continue to be used to provide residential care; and

WHEREAS, the parties have developed an understanding whereby this intent can be best realized and whereby the delivery system for the services will function in such a manner so that the Facility is not a public institution and County has divested itself of all responsibility and administrative control.

NOW, THEREFORE, IT IS AGREED by and between County and Operator as follows:

OPERATION. Operator agrees to operate the Facility as a Residential Care Facility providing such services as are now provided to the residents upon the terms and conditions contained herein.

TERM. This Agreement shall be for a term of twelve (12) months commencing July 1, 2013 and terminating on June 30, 2014.

PAYMENT FOR SERVICES. County agrees to pay Operator for the term of this Agreement the sum of \$66.32 per day for the services set forth below for each bed occupied by residents approved by the Mahaska County CPC at any time during the term of this Agreement. The residents shall be designated by County in accordance with the rules and regulations of the State Department of Inspections and Appeals for Residential Care Facilities. The above rate shall be payable on the seventh day of each month throughout the twelve months of this Agreement. Operator agrees to take responsibility for and assist all residents at the Facility in applying for any financial assistance for which they may be eligible. Operator agrees to maintain at least three unoccupied beds at any given time for use by Mahaska County.

LICENSURE LEVEL. Operator shall meet or exceed all requirements of the State Department of Inspections and Appeals and all other regulating agencies necessary to maintain licensure level of the Facility as a Residential Care facility pursuant to Chapter 135C Iowa Code, and all rules promulgated by the Department of Inspections and Appeals in accordance with Chapter 17A, Iowa Code.

ANNUAL FINANCIAL REPORT. Operator shall obtain an annual financial and statistical report. The report shall be conducted as promptly as possible at the close of the Operator's first full fiscal year and every year thereafter. The results of each report shall be made available to the public.

DESCRIPTION OF SERVICES PROVIDED. Services provided beyond basic requirements of a residential Care facility shall include, but shall not be limited to:

Nursing Supervision: A Nurse shall be kept on staff to ensure appropriate medication supervision as well as supervision of general medical status.

Activities/Recreation/Socialization: Geared toward appropriate leisure time activities within the community should the resident move into less restrictive living arrangements.

Service Coordination: Coordination of services with agencies such as New Directions, Mahaska Vocational Services, Veterans administration Medical Centers, Department of Human Services, Indian Hills Community College and other providers for the residents' total well-being.

Adult Basic Education: Basic Education including reading, mathematics, writing and Independent Living Skills. Classes are taught to meet each individual's specific needs.

Transportation: Transportation of residents from the Facility to appointments with physicians, dentists, optometrists, psychiatrists, psychologists and various agencies within an eighty-five (85) mile radius of the Facility for necessary care. Also, transportation of residents for activities/recreation and work sites to be approved by Operator within the surrounding area.

Individual Program Planning: Individual Program Plans are coordinated with other agencies desiring input into the total plan of care for the residents.

Work Training/Self Worth Program: A work program to provide residents an opportunity to earn money and provide therapy to instill a feeling of self worth.

INVENTORY. The Operator agrees to maintain the written inventory of all equipment and supplies as of November 1, 1989 during the term of this Agreement.

EXPENSES. Upon termination of this Agreement, Operator shall be liable and pay for all such items incurred prior to the date of termination and received and/or billed after the date of termination.

INCOME. Upon termination of this Agreement, all income for care of residents prior to the date of termination, but received thereafter, shall be paid to Operator.

EQUIPMENT. Until such time as Operator might purchase the equipment of the Facility, Operator shall be responsible for the cost (up to a limit of \$25,000 for the duration of this Agreement) of major repairs which require specialized repair personnel and replacement of equipment.

INDEMNIFICATION. Operator agrees to protect, indemnify and save harmless County from and against any and all claims, demands and causes of action of any nature whatsoever and any expenses incident to the defense of and by County therefrom, for injury to or death of persons or loss of damage to property occurring in the course of services performed under this Agreement, except for any liability arising because of acts of County or its agents. County agrees not to encourage, aid or abet any person making a claim under this paragraph and agrees to cooperate with Operator to the best of County's ability in the defense of any such claim.

DEFAULT. In the event that Operator shall fail to comply with any term, condition, or covenant of this Agreement, County shall give to Operator written notice of said default, which notice shall specify in detail the nature of the claimed default, and Operator shall have forty-five (45) days after receipt of said notice within to rectify the default. If the default is not corrected within the forty-five (45) day period, County may terminate this Agreement immediately.

Operator covenants and agrees that if Operator shall at any time fail to perform any act, covenant, term, condition or agreement of Operator's part to be performed under this Agreement, County may, but shall not be obligated to perform any such act, covenant, term, condition or agreement for or on the behalf of Operator, without notice, other than any notice required to be given pursuant to this Agreement, and Operator shall reimburse County for all sums paid by County and all necessary incidental costs and expenses in connection with the performance of any such act by County.

LEASE OF PREMISES. The parties hereto will enter into a lease of the Facility premises which lease is made part of this Agreement. Any default on said lease by Operator shall be default on this Agreement. This Agreement shall also terminate at any time the lease between the Operator and County should terminate.

INVALIDITY OF PARTICULAR PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

APPROVAL. This Agreement is conditioned upon approval by the Social Security Administration and the Iowa Department of Human Services.

ASSIGNMENT. This Agreement shall be binding on parties hereto and neither party shall assign or transfer its interest in this Agreement without the written consent of the other party.

LIMITED WAIVER. The failure of the County to insist on a strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

CANCELLATION. The parties agree that either party may cancel this Agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

Dated this Seventeenth day of June, 2013

Mahaska County, Iowa
By: s/Greg Gordy
Chairperson, Board of Supervisors

Country Life Health Care, Inc.
By: s/Randall Kelley
Randall Kelley, Administrator

By: s/Michael Vander Molen
Member, Board of Supervisors

By: s/Mark Doland
Member, Board of Supervisors

Judy Funk of Risk Management Services of Iowa presented the insurance renewal proposal through Heartland Insurance Risk Pool for fiscal year 2013-2014.

It was moved by Doland seconded by Vander Molen to approve the schedule of exposures presented from Heartland Insurance Risk Pool. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to authorize chair to sign the authorization to bind coverage as presented with Heartland Insurance Risk Pool. All present voted aye. Motion carried.

Jody Bailey and Ryan Schlabauth, of the City of Kalona, presented information to the board on the formation of an English River Watershed Management agreement. A 28E agreement is being crafted and they are contacting the six counties and sixteen communities within the watershed area to encourage their participation in a coalition to apply for grant funding to help protect property. No action was taken.

Appointment of Veterans Affairs commissioner was tabled to the July 1st meeting.

No action was taken regarding a Veterans Affairs payroll change request received.

It was moved by Vander Molen seconded by Doland to disapprove the revised Articles of Agreement submitted from Area 15 Regional Planning Commission due to quorum language within the agreement. The auditor will forward a copy of the board minutes to Area 15 by certified mail. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve the recommendation submitted by the insurance committee to schedule, in August, a wellness program for Mahaska County Health Plan participants. The cost will remain unchanged from last year at \$59 per participant with PSA tests an additional \$10 each. All present voted aye. Motion carried.

It was moved by Gordy seconded by Doland to make the dental plan change approved at last meeting effective January 1, 2014. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve contract for services with Bearence Management Group to administer FMLA reporting for Mahaska County at a fee of \$1,000 per year effective August 1, 2013. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve agreement with First Administrators, Inc. to administer COBRA for the Mahaska County Health Plan at \$1.10 per employee per month plus \$1.50 for initial COBRA notification to current covered employees. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve road closure request Hwy G5T from 170th St south to Old Pella Road for the Gary Vermeer 5K Memorial Walk/Run, September 26, 2013 from 5:00 p.m. to 8:00 p.m. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Gordy to approve presented advertisement to accept sealed bids for the sale of the county shop at Leighton, 308 Otley Street. Gordy: Yes Vander Molen: Yes Doland: No. Motion carried.

There were no committee reports given.

There were no public comments received.

It was moved by Vander Molen seconded by Doland to adjourn. All present voted aye. Motion carried.

Attest: _____
Susan L. Brown
Mahaska County Auditor

Greg Gordy
Mahaska County Board of Supervisors