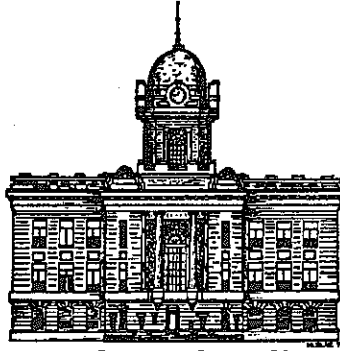


# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Dennis Stevenson**



**Board of Supervisors**

**Courthouse**

**PO Box 944**

**Newton IA 50208**

**Phone 641-792-7016**

**Fax 641-792-1053**

## **JASPER COUNTY BOARD OF SUPERVISORS AGENDA**

**[www.co.jasper.ia.us](http://www.co.jasper.ia.us)**

**July 8, 2014**

**9:30 a.m.**

- Item 1 Integrity Audit Services - Tameca Howze**
  - a) Update on telephone bill savings
  
- Item 2 Human Resources – Dennis Simon**
  - a) Service Agreement to Participate in the ISAC HIPAA Program
  
- Item 3 CPC/Mental Health Region – Jody Eaton**
  - a) Authorization for Board Chairman (or designee) to sign administration paperwork for State Mental Health facilities.
  - b) Regional Update
  
- Item 4 Conservation - Dallas Cupples**
  - a) Resolution Authorizing Two Lynnville Historical Museum Directional Signs as Official County Signs
  
- Item 5 Conservation – Kerri Van Zante**
  - a) Request to move camping fee money from General Fund to Conservation Budget in the amount \$4,239.00
  
- Item 6 Approval of Transfer Order #1330**
  
- Item 7 Approval of Fireworks Permit**
  - a) Cory Wade on 7/12/14
  
- Item 8 Approval of Board of Supervisors minutes for 7/1/2014**
  
- Item 9 Board Appointments**

**PUBLIC INPUT & COMMENTS**

## SERVICE AGREEMENT TO PARTICIPATE IN THE ISAC HIPAA PROGRAM

This Service Agreement to Participate in the ISAC HIPAA Program (the "Agreement"), effective as of July 1, 2014 (the "Effective Date") is hereby entered into by and amongst \_\_\_\_\_ (known as the "County") and the Iowa State Association of Counties ("ISAC") (collectively referred to as the "Parties") to set forth the terms and conditions under which the County will become a participant in the ISAC HIPAA Program (the "HIPAA Program").

For the consideration as described below, the Parties agree as follows:

### Description of HIPAA Program

The following services will be provided to all participants in the HIPAA Program:

1. Annual sixty to ninety minute training via webinar for employees in the County. Non-participating counties or regions will only be allowed to sign up for the training webinar if space is available and will be charged a registration fee.
2. Annual sixty to ninety minute in-person training in Des Moines for up to 5 persons from the County. This training will be available only to participating counties or regions.
3. Up to 5 hours annually for consultation on HIPAA questions.

In exchange for these services and administration of the services, the County will pay ISAC an annual fee of \$1,750.

### County Responsibilities

1. Execute this Agreement.
2. Pay the annual fee of \$1,750 by the Effective Date. This fee is non-refundable and no portion of the fee shall be returned to the County in the event the County opts not to participate in a training or does not utilize all of its consultation hours.
3. Select a HIPAA contact person for purposes of the HIPAA Program as set forth below.
4. Direct all HIPAA questions through the HIPAA contact person to ISAC General Counsel. ISAC shall be the client of Dorsey and Whitney for purposes of the HIPAA program and all communications with Dorsey and Whitney shall be through ISAC or with ISAC's permission. Failure to comply with this provision may result in the County being billed outside of the HIPAA Program at Alissa Smith's regular rate.
5. The HIPAA contact person will promptly respond to inquiries from ISAC General Counsel related to HIPAA questions.

### ISAC Responsibilities

1. Retain Alissa Smith, partner with the Dorsey and Whitney law firm, to provide trainings and consultation for the HIPAA program.

2. Oversee HIPAA questions and disseminate consultation on HIPAA questions. When ISAC General Counsel receives a HIPAA question from the HIPAA contact person, ISAC General Counsel will determine if the question is of general or specific applicability.
  - a. If it is of general applicability, ISAC General Counsel will check with the other HIPAA contacts in the program to see if they would like to participate in the question. ISAC General Counsel will then submit the question to Alissa Smith, partner with the Dorsey & Whitney law firm. ISAC General Counsel will disseminate the response from Alissa to the counties and regions that chose to participate in the question. The hours Alissa used to research the question will be divided equally among the counties and regions that chose to participate and deducted from their annual hours.
  - b. If it is of specific applicability, ISAC General Counsel will direct the HIPAA contact person to contact Alissa with their question. Hours used by Alissa to research the question will be deducted from the County's annual hours. If the hours used by Alissa exceed the hours the County has through the ISAC HIPAA Program, any additional time must be contracted for between the County and Alissa directly at Alissa's regular rate. Alissa will provide an estimate of hours for the question prior to beginning her research.
3. Track the consultation hours used by the County in the HIPAA Program.
4. Coordinate and staff the HIPAA trainings of the HIPAA Program.

#### **Term**

The term of this agreement shall be from the Effective Date of this Agreement to June 30, 2015.

#### **Mutual Responsibilities**

The Parties agree to indemnify and hold each other harmless for any and all costs, including attorney's fees and cost of collection, that may reasonably result from such Party's failure to comply with the terms and conditions of this Agreement, its intentional or negligent act or omission related to this Agreement, or for any breach of the provisions of this Agreement. Liability of the parties for any damages sustained as a result of breach of this Agreement, or arising in any way out of this Agreement, shall be limited to actual damages.

Amendments of this Agreement shall be made by mutual consent of the Parties, by issuance of a written amendment, signed and dated by all Parties.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior agreements.

Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the state of Iowa.

The Parties expressly agree that jurisdiction for any claim or dispute relating to or arising out of this Agreement resides exclusively in the courts of the state of Iowa.

If any provision in this Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

The Parties may not assign or otherwise transfer this Agreement or any rights or obligations herein without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

**Principal Contacts**

<b>County</b>	<b>ISAC</b>
	<b>Kristi Harshbarger, General Counsel</b>
Phone:	Phone: (515) 369-7014
E-mail:	E-mail: kharshbarger@iowacounties.org

**IN WITNESS THEREOF**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the Parties hereto have set their names and seals by their duly authorized representatives who certify that they are authorized to bind their respective organizations, \_\_\_\_\_ County and ISAC.

\_\_\_\_\_ County

**IOWA STATE ASSOCIATION OF COUNTIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By:  
Its:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING TWO LYNNVILLE HISTORICAL MUSEUM  
DIRECTIONAL SIGNS AS OFFICIAL COUNTY SIGNS**

WHEREAS, Jasper County recognizes tourism as a component of economic development for the county, and;

WHEREAS, The Lynnville Historical Society, a non-profit organization, maintains a Museum in Lynnville, and;

WHEREAS; the museum promotes tourism in Jasper County and does not charge admission but accepts donations, and

WHEREAS, the Lynnville Historical Society would like to place two directional signs along interstate 80, but cannot afford the IDOT signs and is otherwise prohibited from placing signs on private property, and;

WHEREAS, official county signs are exempt from IDOT regulations, and;

WHEREAS, Lynnville Historical Society agrees to take total responsibility for the two desired signs including the purchase, placement and maintenance, therefore;

BE IT RESOLVED that the Jasper County Board of Supervisors authorizes two directional signs for The Lynnville Historical Museum as official Jasper County Signs, subject to final approval thereof by the Jasper County Zoning Administrator.

Approved by the Jasper County Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
**Joe Brock, Chairman,**  
**Jasper County Board of Supervisors**

Attest:

\_\_\_\_\_  
**Dennis Parrott, Jasper County Auditor**

Date Created: 7/1/2014



<b>Parcel ID</b>	1034400002	<b>Alternate ID</b>	056700	<b>Owner Address</b>	ASHBY, MICHAEL J
<b>Sec/Twp/Rng</b>	34-80-17	<b>Class</b>	A		3541 ABBOTT AVE
<b>Property Address</b>		<b>Acreage</b>	1.20		GILMAN IA 50106

**District** RCGNB  
**Brief Tax Description** SECTION:34 TOWNSHIP:80 RANGE:17  
 40' ADJ HWY ON SOUTH  
 IN EAST 1/2 SE EX  
 HWY  
 (Note: Not to be used on legal documents)

Last Data Upload: 7/1/2014 5:14:10 AM

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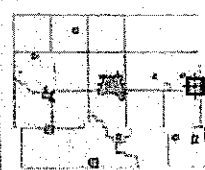


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 The Schneider Corporation  
[www.schneidercorp.com](http://www.schneidercorp.com)

Date Created: 7/1/2014



Overview



Legend


- Parcels
- Corporate Limits
- Political Townships
- Roads**
- <all other values>
- County Hwy
- County Paved
- Federal
- Interstate
- Local

<b>Parcel ID</b>	1036100003	<b>Alternate ID</b>	060200	<b>Owner Address</b>	GRUHN, RAMON D
<b>Sec/Twp/Rng</b>	36-80-17	<b>Class</b>	A		13395 N 39 AVE E
<b>Property Address</b>		<b>Acreage</b>	31.30		GRINNELL IA 50112
<b>District</b>	RCGN8				
<b>Brief Tax Description</b>	SECTION:36 TOWNSHIP:80 RANGE:17 SW NW (Note: Not to be used on legal documents)				

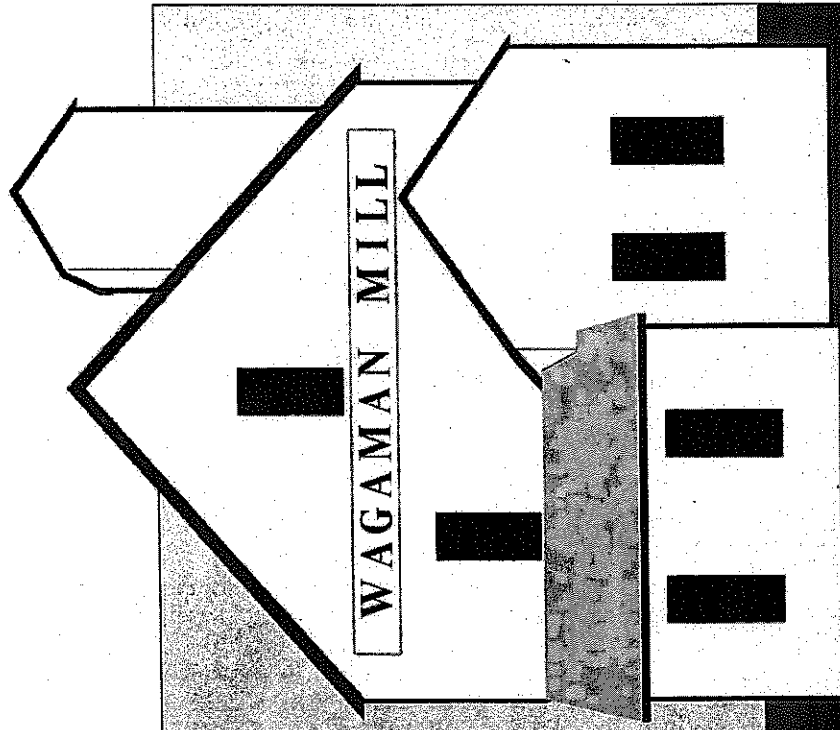
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# WAGAMMAN MILL



**EXIT 179**



STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

4239.00

Newton, Iowa, July 8, 2014

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Four thousand two hundred thirty nine and 00/100\*\*\* dollars

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks  
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**

**Auditor**

NO. 1330

*Teresa Amundson*

**Deputy**

This transfer includes the total FY 2014 camping fees collected.

# FIREWORKS PERMIT

I, CORY WADE, do request a fireworks

permit for the following date 7-12-14

at the following address 637 S. 44TH AVE W  
NEWTON EDW 50204

Name of Event RIVEN DATE FOR 4TH OF JULY

The following person will have possession of and will discharge the fireworks

CORY WADE  
(Name of person discharging fireworks)

\*\*\*\*\*

Approved by Jasper County Board of Supervisors

\_\_\_\_\_  
(Signature-Board Chairperson)

\_\_\_\_\_  
(Date)

**INDEMNIFICATION AGREEMENT**

That CORY WADE for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event RAEN DATE 4TH OF JULY to be held on the following date 7-12-14

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant CORY WADE possessing and using fireworks for the following event RAEN DATE 4TH OF JULY

on the following date 7-12-14

Address 637 S. 44TH AVE W.

City and State NEWTON IOWA

e-mail address cwade536@yahoo.com

Signature Cory Wade

Date of Application 7-2-14

Tuesday, July 1, 2014 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock and Carpenter present and accounted for; Chairman Brock presiding.

Motion by Brock, seconded by Carpenter to amend the agenda to include a closed session meeting in accordance with Iowa Code 21.5L "To discuss patient care quality and process improvement initiatives..." this will be Item 9 on the agenda.

YEA: CARPENTER, BROCK

U.S. Communities representatives, Joe Timmons and Bill Morton, presented the Board with information on the benefits of becoming a member of USC. USC is a bulk and discount purchasing group specifically created for governing bodies and nonprofit organizations. The Board will research the organization before voting on whether or not to become a member.

Norman Van Zante presented his concerns to the Board on drainage problems in Drainage Districts 8 and 19. He said he came to the Board with a petition to address this matter in 2011 and said the issues still haven't been resolved. County Engineer, Russ Stutt, stated they had done a lot of work on this. The Board will consult with County Attorney, Mike Jacobsen and Russ Stutt to look into the matter.

Human Resources Director, Dennis Simon, asked the Board to approve the hiring resolution for two temporary seasonal employees for the Secondary Roads department.

Motion by Carpenter, seconded by Brock to adopt Resolution 14-38 a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Secondary Roads	Temporary Seasonal Employee	Ryan Van Mannen	\$14.00	Hire-in	07/07/14
Secondary Roads	Temporary Seasonal Employee	Michael Cooper	\$14.00	Hire-in	07/07/14

YEA: CARPENTER, BROCK

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Simon also asked the Board to approve the hiring resolution for a Sheriff's Deputy at the Sheriff's Department.

Motion by Carpenter, seconded by Brock to adopt Resolution 14-39 a hiring resolution certifying the following appointment to the Auditor for payroll purposes:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy	Ryan Engle	\$23.83	Hire-in	7/6/14

YEA: CARPENTER, BROCK

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Carpenter, seconded by Brock to adopt Resolution 14-40 to make appropriations for each of the different officers and departments for the fiscal year 2014-2015 in accordance with Iowa Code Section 331.434(6).

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to approve liquor license for Truck and Tractor Pull at Baxter Fun Days.

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to approve Firework Permits for the following people:

Malaney Burton on 7/4/14 or 7/5/14

Rick Nearmyer on 7/4/14 – 7/6/14

Amanda Taylor on 7/5/14

Larry Opfer on 7/5/14

Marilyn Farver on 7/11/14, 7/12/14 or 7/13/14 (depending on rain)

Lori Jensen on 7/12/14

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to approve Board of Supervisors minutes for June 24, 2014.

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to appoint Mary Sellers to the Jasper County Library Board for the term beginning July 1, 2014 and ending on June 30, 2018. Mary replaces June Hjortshoj whose term expired June 30, 2014.

YEA: CARPENTER, BROCK

Motion by Carpenter, seconded by Brock to enter into closed session in accordance with Iowa Code Section 21.5L "To discuss patient care quality and process improvement initiatives..."

YEA: CARPENTER, BROCK

Motion by Brock, seconded by Carpenter to enter back into open session.

Motion by Carpenter, seconded by Brock to approve the Board Chair signing an Application for Admission to Woodward Resource Center.

YEA: BROCK, CARPENTER

Motion by Carpenter, seconded by Brock to adjourn the Tuesday, July 1, 2014 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK

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Melissa Hartgers, Deputy Auditor

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Joe Brock, Chairman