

# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Doug Cupples**



**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)

October 3, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1      Treasurer – Doug Bishop
  - a) 28E Agreement with Iowa Department of Transportation
  
- Item 2      Information Systems- Ryan Eaton
  - a) Copier Bids for Elderly Nutrition
  
- Item 3      Approval of Board of Supervisors minutes for 9/26/17
  
- Item 4      Board Appointments

**PUBLIC INPUT & COMMENTS**

**MEMORANDUM OF AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF TRANSPORTATION AND JASPER COUNTY, IOWA**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Jasper County, Iowa, ("the county") and the Iowa Department of Transportation ("the department").

**RECITATIONS**

**WHEREAS**, the county is authorized to issue driver's licenses, non-operator's identification cards, and persons with disabilities devices ("county issuance") on a permanent basis under section 321M.3 of the Iowa Code, and;

**WHEREAS**, the county wishes to exercise its authority to participate in county issuance, and;

**WHEREAS**, section 321M.5 of the Iowa Code requires the department and a county participating in county issuance to execute an agreement pursuant to Chapter 28E of the Iowa Code that details the relative responsibilities and liabilities of each party to the agreement;

**NOW, THEREFORE**, the county and department enter into the following agreement to facilitate county issuance by the county.

**TERMS AND CONDITIONS**

**I. AUTHORITY**

This agreement is entered into pursuant to the provisions of Iowa Code Chapters 28E and 321M.

**II. DURATION**

This agreement shall become effective upon filing with the Secretary of State of Iowa in accordance with Iowa Code § 28E.8 and shall remain valid until terminated as set forth herein.

**III. PURPOSE**

The purpose of this agreement is to establish the terms and conditions whereby the county will participate in county issuance under Chapter 321M of the Iowa Code.

**IV. COUNTY TREASURER AS PROGRAM ADMINISTRATOR**

The county's treasurer shall administer the county's issuance program and shall be responsible for performance of county issuance functions under this agreement.

**V. SUPERVISORY AUTHORITY AND AGENCY RELATIONSHIP**

Pursuant to Iowa Code § 321M.10, the department shall retain all supervisory authority over the county's issuance program. The county treasurer and the county treasurer's employees shall be considered agents of the department when performing county issuance functions pursuant to this agreement.

## VI. AUTHORIZATION OF COUNTY TREASURER EMPLOYEES

- A. **County as employer.** The county treasurer shall employ at the county's expense and designate such employees as are necessary for performance of the county's issuance program, including the county treasurer if the county treasurer elects to perform such functions. Persons employed and designated for such purposes remain employees of the county and the department shall have no responsibility for their wages, taxes, benefits, or other employment rights or obligations. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of any person's employment with the county, including any termination or discharge from employment. The county shall not use or allow any person not employed within the county treasurer's office to perform county issuance functions, except an employee of another county designated by that county to perform county issuance functions, and shared between the counties under an agreement between the counties.
- B. **Department approval.** The department shall have the right to approve the county employees that may perform county issuance functions, and the county treasurer shall not use or allow any county employee that has not been approved by the department to perform county issuance functions. The department's exercise of the right to approve county employees is not an exercise of employment rights or an employment decision but an exercise of program governance and control; all employment rights and decisions relative to any person employed or to be employed by the county remain the county's. When determining whether to approve a county employee to perform county issuance functions, the department shall adhere to the following procedures and standards:
1. **Background checks.** The county shall not use or allow any person to perform county issuance functions, and the department shall not approve any person to perform county issuance functions, unless the person has been subjected to and successfully passes the background check requirements of 6 C.F.R. § 37.45 and 49 C.F.R § 384.228. The county shall inform any employee or prospective employee subject to a background check that he or she is subject to the background check and the contents of the background check. The content of the required background checks is set forth in subparagraphs 2 and 3 below.
  2. **Verification of prior employment and employment eligibility.** The county shall conduct at its expense that part of the background check required by 6 C.F.R. § 37.45 that consists of verification of references from prior employment and employment eligibility verification, and shall provide proof of completion of such checks to the department before the department grants or denies approval for any county employee or prospective county employee.
  3. **Criminal history records check.**
    - i. The department shall conduct at its expense that portion of the background check that consists of a criminal history records check that meets the requirements of 6 C.F.R. § 37.45 and 49 C.F.R § 384.228.
    - ii. The county shall not use or allow to perform county issuance functions, and the department shall not approve to perform county issuance functions, any employee or person that has a disqualifying offense, crime, or conviction under 6 C.F.R. § 37.45 or 49 C.F.R § 384.228.

- iii. The department shall impose the same criteria for determining a disqualifying offense, crime, or conviction that the department imposes for persons employed by the department that are subject to the background checks. In the event the county employee or prospective county employee is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer, who shall notify the county employee or prospective county employee.
  - iv. In the event the county treasurer has been designated to perform county issuance functions and is determined to have a disqualifying offense, crime, or conviction, the department shall notify the county treasurer and the chair of the county's board of supervisors.
  - v. The county treasurer shall immediately notify the department if a county employee that has successfully passed the required background checks has committed or is determined to have committed or incurred a disqualifying offense, crime, or conviction, and the department shall revoke the county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system. The department shall also revoke a county employee's approval to perform county issuance functions and terminate the county employee's access to the department's issuance system if the department independently learns or otherwise determines that the county employee has committed or is determined to have committed a disqualifying offense, crime or conviction.
- C. **Change of employment status or function.** In the event a county employee designated by the county treasurer for any reason ceases to be employed by the county or is otherwise assigned to another position or functions and responsibilities and will no longer perform county issuance functions, the county treasurer shall immediately notify the department that the county employee is no longer employed and/or designated to perform county issuance functions, and the department shall withdraw the county employee's approval and terminate the county employee's access to the department's issuance system.

## VII. FACILITIES AND FURNISHINGS

- A. **County to provide.** The county shall provide at the county's expense all facilities and furnishings necessary for performance of the county's issuance program. The department shall have no responsibility to provide facilities or furnishings to the county and shall have no responsibility for any expense, cost, or liability related to or arising out of the county's facilities or furnishings, including but not limited to rent or utilities. The county shall defend, indemnify, and hold harmless the department from any and all claims related to or arising out of operation, maintenance, or provision of the county's facilities or furnishings.
- B. **Access by department.** The county shall grant department employees, vendors, and contractors reasonable access to the county's facilities during the county's regular business hours for the purpose of guiding and auditing the county's issuance program and providing, installing, maintaining, replacing, inspecting, or otherwise servicing the issuance equipment, hardware, software, systems, data or networks lines, and materials provided by the department to the county

for performance of the county's issuance program, and at all other times agreed upon by the county and department or as reasonably necessary to protect said items in the event of any breach in or damage to the county's facilities or security safeguards.

#### VIII. ISSUANCE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS AND MATERIALS

- A. **Duty to provide.** The department shall provide from funds allocated to the department for the purpose of supporting county issuance all equipment required to be provided by the department under section 321M.9, subsections 2 and 3 of the Iowa Code, including all issuance and testing equipment, hardware, software, data line communications, forms, supplies and materials determined by the department as necessary for conduct of the county's issuance program. The department shall not provide and shall not be responsible for other equipment specifically excepted under section 321M.9, subsection 3. The parties acknowledge that permanent driver's licenses, non-operator's identification cards, and other cards that may be issued as part of the county's issuance program are produced at a secure third-party facility, and that the department is solely responsible for the production and mailing of permanent cards through the department's card production vendor and through funds allocated to the department for that purpose.
- B. **Property rights.** All equipment, hardware, software, forms, supplies, data line communications, forms, supplies, materials and other property placed and provided by the department at the county's facilities under this agreement shall remain department property. The department may assign and reassign or replace property as it deems appropriate. In the event this agreement is terminated, property placed and provided by the department shall be returned to the department unless the parties otherwise mutually agree. The department shall bear the cost of removing said property, but shall not be responsible for returning the county's facilities to any prior condition.

#### IX. TRAINING, EDUCATION AND RESOURCES

- A. **Department to provide.** The department shall provide all training, continuing education, and resource materials (manuals, technical guidance, policies, memos and other resources intended to guide activities covered by this agreement, whether in written or electronic format) determined by the department as necessary for the proper implementation and performance of the county's issuance program, at times and places determined by the department. Training, continuing education, and resource materials shall be entirely consistent with and integrated wherever possible with the training, continuing education, and resource materials provided for department employees.
- B. **Costs and expenses covered by the department.** The department shall provide all resource materials at the department's cost, and shall cover the travel expenses for county employees that are required to travel to attend training, continuing education, or conferences required by the department from funds allocated to the department for the purpose of supporting county issuance. As used in this paragraph, travel expenses shall include reasonable mileage, meals, and lodging expenses, all of which shall be subject to and paid at the rates and according to the conditions and limitations set forth in the department's policy for department employees, "Personal Expense Reimbursement and Travel," department policy no 120.02, as published and updated by the department on the department's intranet site. All such training, continuing education, or

conferences shall be within the state of Iowa; the department shall neither require nor be responsible for out-of-state travel or associated costs or expenses for county employees.

- C. **County adherence to training and continuing education.** The county shall require all county employees designated to perform issuance functions to complete all training and continuing education required by the department, and where such training or continuing education is required as a condition to perform or to continue to perform a task or activity within the issuance program, shall not permit a county employee to perform or to continue to perform that task or activity until the employee has successfully completed the required training or continuing education. The department may withdraw the county employee's approval to participate in the county's issuance program and terminate the county employee's access to the department's issuance system if the employee fails to successfully complete required training and continuing education.
- D. **Training and continuing education content.** Training and continuing education subject to this division shall encompass all topics and content determined by the department to be reasonable and necessary for the proper, effective and well-governed administration of the state and county issuance programs, as well as all training or education currently required or to be required by state or federal law or regulations, including but not limited to the federal REAL ID regulations established at 6 C.F.R. part 37 and the federal commercial driver's license regulations established at 49 C.F.R. parts 383 and 384.
- E. **Certification of examiners.** For purposes of this division, an examiner is a county employee designated by the county to administer or initiate commercial driver's license knowledge tests or to perform commercial, noncommercial, or motorcycle skills (driving or operation) tests. A county employee designated for such purposes shall not perform such tasks unless the employee has and properly maintains the proper certification to do so, as set forth in the following:
  - 1. **Commercial driver's license knowledge test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a knowledge test examiner under 49 C.F.R. § 384.228.
  - 2. **Commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a skills test examiner under 49 C.F.R. § 384.228.
  - 3. **Non-commercial driver's license skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a driver examiner under the International Driver Examiner Certification program established by the American Association of Motor Vehicle Administrators.
  - 4. **Motorcycle skills test examiner.** The county employee must successfully complete all training, refresher training, and examination required for certification as a motorcycle examiner in accordance with the standards of the Motorcycle Safety Foundation as adopted by the department.

All county employees designated as participants in the county issuance program are considered commercial driver's license knowledge test examiners and must attain and maintain such certification. The county may determine which employees it may designate as commercial or non-commercial driver's license skills test examiners or motorcycle skills test examiners. All county commercial driver's license knowledge or skills test examiners as agents of the department are

considered state examiners and not third-party examiners for purposes of 49 C.F.R. §§ 383.75, 384.228, and 384.229, and are subject to the requirements set forth therein for state examiners, including but not limited to the auditing and monitoring requirements of 49 C.F.R. § 384.229. Nothing in this division requires the county to offer commercial driver's license skills test exams or motorcycle skills test exams or to designate county employees to perform such services.

#### X. PROTECTION OF PERSONAL INFORMATION

- A. **Duty to protect personal information.** The county and its employees shall only access and use personal information regarding a driver's license or non-operator's identification card holder or applicant or otherwise contained in a department data-base or record in the course of the county's official functions, and shall not access or use such information for any other reason or purpose, personal or otherwise. Any release, disclosure or re-disclosure of such personal information must comply with the requirements Iowa Code § 321.11 and the federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq ("the DPPA). Personal information as used in this agreement means as defined in Iowa Code § 321.11(2).
- B. **Duty to report.** The county shall immediately report to the department any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, whether intentional or unintentional.
- C. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA, and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing personal information, recovering personal information, and protecting against further access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.
- D. **Termination of authority and denial of approval or access.** The department reserves the right to:
  - 1. Terminate authorization of the county's issuance program should the county fail to protect personal information as required by this division;
  - 2. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits access, use, release, disclosure, or re-disclosure of personal information that is not permitted under Iowa Code § 321.11 or the DPPA.

#### XI. SECURITY

- A. **County safeguards.** The county shall establish, provide, and maintain reasonable administrative, technical, and physical safeguards to protect the security of the county's facilities dedicated to performance of the county's issuance program and to protect the security, confidentiality, and integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities and any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance

program, and agrees to comply with any security policies or protocols established by the department and made known to the county. The county's safeguards shall, at a minimum, be sufficient to comply with the department's security plan established under the federal REAL ID regulations, 6 C.F.R. § 37.41.

- B. **Protection against unauthorized access.** In no event shall the county allow any person not authorized by the department to access or use the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program, nor shall the county allow or require county employees to share, disclose, or otherwise disseminate the individual user names and passwords provided by the department to the county employee for the county employee's access to the department's systems, records and data.
- C. **Duty to report.** The county shall immediately report to the department:
  - 1. Any actual or suspected breach in or damage to its facilities or the security safeguards employed by the county that would threaten the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
  - 2. Any actual or suspected unauthorized access to or use of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
  - 3. Any actual or suspected misappropriation or theft of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
  - 4. Any other act or occurrence that would reasonably be suspected to impair the security, confidentiality or integrity of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.
- D. **Duty to cooperate.** The county shall fully cooperate with the department to investigate and mitigate any actual or suspected breach, unauthorized access or use, or theft or misappropriation and shall grant the department all access to the county's facilities and employees reasonably necessary to complete the investigation and fully mitigate the incident, including but not limited to securing, recovering, and protecting against further breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program. This includes any acts necessary to



protect and recover such items in the event of damage to the county's facilities, whether intentional or unintentional and whether natural or man-made.

- E. **Termination of authorization and denial of approval or access.** The department reserves the right to:
1. Refuse and prohibit the conduct of issuance activities at any county facility that is not reasonably secured as required in this division;
  2. Terminate authorization of the county's issuance program should the county fail to establish, provide, and maintain reasonable safeguards as required by this division;
  3. Withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county employee that engages in or permits a breach, unauthorized access or use, or theft or misappropriation of the issuance equipment, hardware, software, systems, data or network lines, and materials housed, stored, or accessed in or at the county's facilities or any personal information collected, stored, accessed, or maintained in the course of performance of the county's issuance program.

## XII. PERFORMANCE OF SERVICES

- A. **General.** The county shall perform all services within the county issuance program consistently with and according to the requirements of all state and federal laws and regulations, including the regulations of the department and all policies and procedures established by the department and made known to the county.
- B. **Service not limited to county residents.** The county shall serve all Iowa residents that present for services, without regard to whether the person is a resident of the county.
- C. **Commercial driver's license services.** The county's issuance of commercial driver's licenses shall be subject to the requirements of sections 321M.6. The department shall certify the county's issuance of commercial driver's licenses by separate letter to the county, which shall document whether the county offers commercial driver's license skills tests and the terms and conditions under which the county may do so. Nothing in this paragraph or this agreement shall require the county to offer commercial driver's license skills tests.
- D. **Acknowledgment of general obligations under anti-discrimination laws.** The county acknowledges that the county's issuance program is subject to Title VI of the federal Civil Right Acts of 1964, 42 U.S.C. 2000d – 2000d-7 (Title VI), and to Iowa Code § 216.7. These laws create the following obligations:
1. **Title VI.** Under Title VI, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the county's issuance program.
  2. **Iowa Code § 216.7.** Under Iowa Code § 216.7, it is an unfair or discriminatory practice for a public accommodation to:
    - i. Refuse or deny to any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability the accommodations, advantages, facilities, services, or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, sexual orientation, gender

identity, national origin, religion, or disability in the furnishing of such accommodations, advantages, facilities, services, or privileges.

- ii. Directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability is unwelcome, objectionable, not acceptable, or not solicited.

The county agrees that it will operate and offer access to its facilities and performs its issuance program in conformance with these obligations.

- E. **Acknowledgment of specific obligations under anti-discrimination laws.** The county further acknowledges that its obligations under the anti-discrimination laws set forth in the preceding paragraph "C" specifically include but are not limited to the following obligations, and agrees to operate and offer access to its facilities and perform its issuance program in conformance with these specific obligations:

1. **Service to foreign nationals.** The county shall not deny or refuse to perform services to a person on the basis that the person is a temporary or permanent foreign national, and will not refuse to issue credentials intended for such persons. As used herein a foreign national is a person who is not a U.S. citizen but can properly demonstrate lawful presence in the U.S.
2. **Service to persons of limited English proficiency.** The county shall not deny or refuse to perform services on the basis that the person is of limited English proficiency, and in conjunction with the department shall provide reasonable translation and interpretation services as needed to facilitate services to persons of limited English proficiency.

## XII. FEES

- A. **Consideration.** The county's sole consideration for services performed under this agreement shall be retention of fees as set forth in Iowa Code § 321M.9(1).
- B. **Daily remittance of fees and penalties collected.** The county shall remit daily to the state treasurer all fees and civil penalties collected in the performance of the county's issuance program under chapter 321M.
- C. **Monthly reconciliation of fees retained.** The fees retained by the county under Iowa Code § 321M.9(1) shall be deducted from the moneys collected under chapter 321 and otherwise transferred to the state treasurer on the 10<sup>th</sup> of each month, pursuant to Iowa Code §§ 321.152 and 321.153, and shall be reported to the department in conjunction with other fees retained by the county, as provided in Iowa Code § 321.152.
- D. **Daily and monthly reporting and reconciliation procedures.** The department shall provide procedures for daily and monthly reporting and reconciliation of fees and penalties transferred and retained to assure accurate accounting of all penalties and fees collected, transferred, and retained.

### XIII. TERMINATION

- A. **Termination by the county.** The county may terminate this agreement with 30 days' notice to the department.
- B. **Termination by mutual agreement.** The county and department may terminate this agreement upon mutual written agreement at any time, with or without notice.
- C. **Termination for cause.** Pursuant to Iowa Code § 321M.4, the department may terminate the county's authorization to conduct the county issuance program if the county fails to meet the department's standards for issuance. Termination for cause may occur under any of the following circumstances:
  - a. The county fails to comply with or satisfy any of the provisions of this agreement.
  - b. The county fails to comply with the department's policies and procedures for performance of the county's issuance program.
  - c. The county fails to comply with any state or federal law or regulation that applies to performance of the county's issuance program.
  - d. The county commits an act or omission that comprises the integrity of the state's issuance program or threatens the integrity or security of the state's systems, hardware, software, networks, or databases.
  - e. The county commits an act or omission that warrants termination of the county's authorization under the specific terms of any other division of this agreement.
  - f. The county falsifies any record or information provided or used in the performance of the county's issuance program or fraudulently approves a credential, benefit, permission or privilege for which a person is not legally entitled or due.
  - g. The county misappropriates or otherwise fails to properly account for fees collected under this agreement and chapter 321M, or fraudulently assesses any person a fee or penalty that is not legally due.

As used in this paragraph, "county" includes the county, its officers, agents and employees. In lieu of terminating the county's authorization, the department in its discretion may withdraw approval to participate in the county's issuance program and terminate access to the department's issuance system for any county officer, agent, or employee that commits an act or omission that would warrant termination of the county's authorization.

- D. **Notice for termination with cause.** The department will exercise good faith efforts to resolve performance issues and issues of noncompliance informally and without the need for termination of authorization for cause and formal notice. However, where the performance issues are serious or ongoing and have not been resolved informally or are not amenable to being resolved informally, the department will give the county formal written notice of intent to terminate authorization that details the performance or compliance deficiencies that have been found and the measures the county must take to remedy the deficiencies. The written notice shall give the county a reasonable period of time to remedy the deficiencies before termination of authorization becomes effective, which shall be at least thirty days. Anything in this paragraph notwithstanding, however, the department reserves the right to immediately terminate authorization where the deficiency poses an imminent threat to the integrity or security of the state's systems, hardware, software, networks,

or databases or will or may result in the unauthorized release, disclosure, or exposure of personal information contained in the department's records or databases.

- E. **Duty upon termination.** Upon termination the county shall not conduct any activity within the county issuance program until the department reauthorizes the department to do so. However, the county shall retain and protect all program records and records and property of the department and shall grant the department, its employees, vendors, and contractors reasonable access to protect and recover said records and property.
- F. **Reauthorization.** Upon correction of any deficiencies the county may apply in writing for reauthorization of the county's issuance program. The department will not grant reauthorization until the deficiencies have been corrected to the department's satisfaction. The department shall not unreasonably withhold reauthorization.

#### XIV. LEGAL ENTITY

No new legal or administrative entity is created by this agreement.

#### XV. ASSIGNABILITY

The rights and interests of the parties to this agreement are not assignable.

#### XVI. PRIOR AGREEMENTS

This agreement replaces and supersedes all prior agreements between the county and the department under chapter 321M.

IN WITNESS WHEREOF, the department and the county have caused this agreement to be executed in two counterparts, each of which shall be considered an original.

**IOWA DEPARTMENT OF TRANSPORTATION**

**[NAME] COUNTY, IOWA**

By: \_\_\_\_\_  
[Name], Director

By: \_\_\_\_\_  
Joe Brock, Chair  
Jasper County Board of Supervisors

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

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

Attest: \_\_\_\_\_  
Dennis Parrott, Auditor

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**From:** Ryan Eaton  
**Sent:** Friday, September 29, 2017 2:04 PM  
**To:** Susan Young  
**Subject:** FW: Elderly Nutrition bid  
**Attachments:** Xerox B405 Brochure.pdf; Forbes bid.pdf

Ryan Eaton  
Jasper County Information Systems

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**From:** Grossman, Nick [<mailto:ngrossman@premier-iowa.com>]  
**Sent:** Thursday, September 28, 2017 9:06 AM  
**To:** Ryan Eaton  
**Subject:** RE: Elderly Nutrition bid

Ryan,

Here is what I can do on the copier for Elderly Nutrition.

Xerox B405DN           \$79.00\*/36 month lease  
\*Includes all parts, labor, toner, and supplies for 3,000 copies per month

Thank you,

**Nick Grossman**  
**Senior Account Executive**  
1510 East Olive Street  
Marshalltown, Iowa 50158  
641-752-1200\*888-569-1257 (Toll-free)  
[www.premier-iowa.com](http://www.premier-iowa.com)

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Whether stand-alone or as a part of your extended fleet, the Xerox® VersaLink B400 Printer and VersaLink B405 Multifunction Printer take your team to new levels of productivity becoming true workplace assistants. Work the way you want—from any device—with maximum security and easy connectivity to and from both cloud and network-based locations.

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And count on day in, day out reliability thanks to our trusted paper path technology.

VersaLink devices are loaded with features and time-saving Xerox technologies designed to speed up information sharing and reduce inefficient workflows. Ensure information accuracy with Scan and Fax preview<sup>1</sup>, and do more with scanned documents with built-in optical character recognition (OCR)<sup>1</sup>.

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Speed through tasks by saving common settings as presets for simple, single-touch job setup. With Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure, easy access to task-specific presets and commonly used apps on a personalized home screen.

## UPWARD MOBILITY FOR EVERY WORK STYLE.

The VersaLink B400 Printer and VersaLink B405 Multifunction Printer give you the freedom to work where and how you want—with direct connectivity to Google Drive™, Microsoft® OneDrive® and DropBox™, and access to additional options through the Xerox App Gallery.

The ability to connect and print from multiple devices is key for today's worker, and VersaLink devices meet the challenge with Apple® AirPrint®, Google Cloud Print™, Xerox® Print Service Plug-in for Android™, Near Field Communication (NFC) Tap-to-Pair and Mopria® plus optional Wi-Fi and Wi-Fi Direct.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting [www.xerox.com/mobile](http://www.xerox.com/mobile).

<sup>1</sup> VersaLink B405 only

To learn more about VersaLink device features, go to [www.xerox.com/VersalinkEG](http://www.xerox.com/VersalinkEG)

## XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

### Intuitive User Experience

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

### Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

### Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

### Enables Next Generation Services

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables.

### Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.connectkey.com](http://www.connectkey.com).



**CHOOSE THE CONFIGURATION THAT MEETS YOUR NEEDS:**

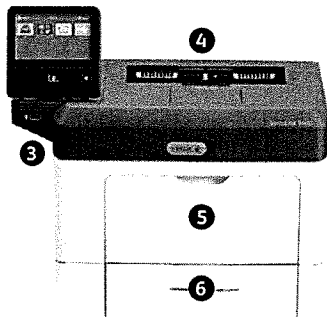
- 1 A 60-sheet Reversing Automatic Document Feeder (RADF)** scans two-sided originals for copy, scan and fax jobs.
- 2 Card Reader Bay with embedded USB port.<sup>2</sup>**
- 3 An easily accessible USB port<sup>2</sup>** allows users to quickly print from or scan to<sup>3</sup> any standard USB memory device.
- 4 250-sheet output tray with tray-full sensor.**
- 5 150-sheet Bypass Tray** handles media sizes from 3 x 5 in. to 8.5 x 14 in./76 x 127 mm to 216 x 356 mm.

**6 With the 550-sheet paper tray,** standard paper capacity totals 700 sheets (including Bypass Tray).

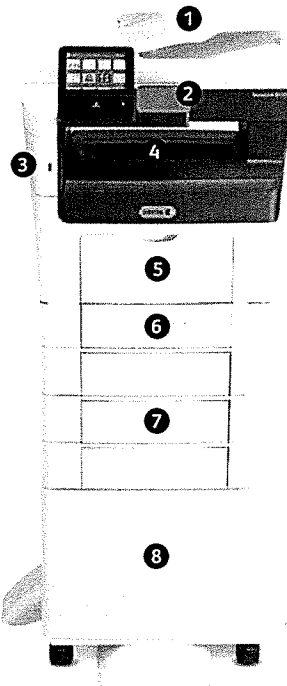
**7 Up to three optional 550-sheet paper trays** increase total paper capacity to 2,350 sheets.

**8 Optional stand** provides storage for toner cartridges, paper and other supplies.

<sup>2</sup> USB ports can be disabled  
<sup>3</sup> VersaLink B405 only.



Xerox<sup>®</sup> VersaLink<sup>®</sup> B400 Printer  
 Print.



Xerox<sup>®</sup> VersaLink<sup>®</sup> B405 Multifunction Printer  
 Print. Copy. Scan. Fax. Email.

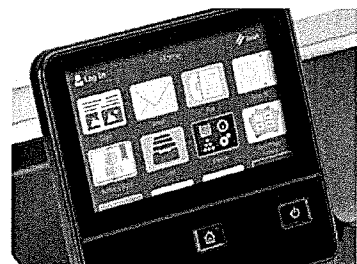
**INTRODUCING TOUCHSCREEN SUPERIORITY.**

Meet our tiltable, 5-inch capacitive color touchscreen—the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

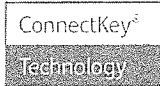
A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink B400 Printer or VersaLink B405 Multifunction Printer get more work done, faster.





# Xerox® VersaLink® B400/B405



The VersaLink B400 Printer and B405 Multifunction Printer are built on Xerox® ConnectKey® Technology. For more information, visit [www.connectkey.com](http://www.connectkey.com).

| DEVICE SPECIFICATIONS            |          | VersaLink B400N  | VersaLink B400DN | VersaLink B405DN  |
|----------------------------------|----------|--|------------------|---|
| Speed                            |          | Up to 47 ppm letter/Up to 45 ppm A4  |                  |   |
| Duty Cycle <sup>1</sup>          |          | Up to 110,000 pages/month <sup>1</sup>   |                  |   |
| Processor/Memory                 |          | 1.05 GHz Dual Core/2 GB  |                  |   |
| Connectivity                     |          | Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi 802.11n and Wi-Fi Direct with optional Wi-Fi Kit (concurrent wired and wireless connections supported), NFC Tap-to-Pair   |                  |   |
| Controller Features              |          | Unified Address Book (B405), Configuration Cloning, Scan Preview (B405), Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting, Online Support (accessed from the user interface and print driver)   |                  |   |
| Paper Handling                   | Standard | NA   |                  | <b>Reversing Automatic Document Feeder (RADF):</b> 60 sheets; Custom sizes: 5.5 x 5.5 in. (140 x 140 mm) to 8.5 x 14 in. (216 x 356 mm)   |
|                                  | Optional | <b>Bypass Tray:</b> Up to 150 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in./76 x 127 mm to 216 x 356 mm<br><b>Tray 1:</b> Up to 550 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in./148 x 210 mm to 216 x 356 mm<br><b>3 Additional Trays:</b> Up to 550 sheets each; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in./148 x 210 mm to 216 x 356 mm |                  |   |
| Total Capacity (std./max.)       |          | 700 sheets/2,350 sheets  |                  |   |
| Paper Output                     |          | 250 sheets   |                  |   |
| Automatic Two-sided Output       |          | N/A  | Standard         |   |
| Print and Copy Resolution        |          | Print: Up to 1200 x 1200 dpi (enhanced)  |                  | Print: Up to 1200 x 1200 dpi (enhanced)<br>Copy: Up to 600 x 600 dpi  |
| First-page-out Time (as fast as) |          | Print: As fast as 8 seconds  |                  | Print: As fast as 8 seconds<br>Copy: As fast as 6 seconds   |
| Page Description Languages       |          | PCL®5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/Adobe® PostScript® 3™   |                  |   |
| <b>INTUITIVE USER EXPERIENCE</b> |          |  |                  |   |
| Customize and Personalize        |          | Walkup customization, Personalize Home Screen by User, Multiple Home Screens with Simple ID, Customize by Site, Function or Workflow with Xerox App Gallery and Xerox® App Studio  |                  |   |
| Print Drivers                    |          | Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver® and Mobile Express Driver®  |                  |   |
| Xerox® Embedded Web Server       |          | PC or mobile—Status Information, Responsive Design, Settings, Device Management, Cloning   |                  |   |
| Preview                          |          | NA   |                  | Preview of Scan/Fax with Zoom, Rotate, Add Page   |
| Print Features                   |          | Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Xerox® Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Skip Blank Pages, Draft Mode                       |                  |   |
| Scan and Fax                     |          | NA   |                  | Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF/Password Protected PDF; Fax Features: Walk-up Fax includes LAN Fax, Direct Fax, Fax Forward to Email, Unified Address Book, Optical Character Recognition (OCR) |

## MOBILE AND CLOUD READY

|                               |   |
|-------------------------------|---|
| Mobile Printing               | Apple® AirPrint® <sup>4</sup> , Google Cloud Print™ Ready, Xerox® Print Service and Mopria® Print Service Plug-ins for Android™   |
| Mobility Options              | @PrintByXerox <sup>2</sup> , Xerox® Mobile Print and Mobile Print Cloud <sup>3</sup> , Connect via NFC/Wi-Fi Direct Printing <sup>3</sup> , Xerox® Mobile Link App (B405) <sup>3</sup> . Visit <a href="http://www.xerox.com/officemobileapps">www.xerox.com/officemobileapps</a> for available apps. |
| Cloud Connectors <sup>3</sup> | Print from/Scan to <sup>5</sup> Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365®, Box®, Xerox® DocuShare® and more  |

## BENCHMARK SECURITY

|                   |   |
|-------------------|---|
| Network Security  | IPsec, HTTPS, encrypted email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Automatic Self-Signed Certificate  |
| Device Access     | Firmware Verification, User access and internal firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled (CAC/PIV/NET), Xerox® Integrated Card Reader Bay |
| Data Protection   | Setup/Security Wizards, Job Level Encryption via HTTPS/IPPS submission, Encrypted hard disk (AES 256-bit, FIPS 140-2), Common Criteria Certification (ISO 15408) (undergoing evaluation)              |
| Document Security | Secure Print, Secure Fax (B405), Secure Scan (B405), Secure Email (B405), Password Protected PDF (B405)   |

## ENABLES NEXT GENERATION SERVICES

|                  |   |
|------------------|---|
| Print Management | Xerox® Print Management and Mobility Suite <sup>3</sup> , Configuration Cloning, Xerox® Standard Accounting, Equitrac <sup>3</sup> , Y Soft <sup>3</sup> and more |
| Managing Print   | Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services tools   |
| Sustainability   | Cisco EnergyWise®, Earth Smart Printing, Print User ID on margins   |

## GATEWAY TO NEW POSSIBILITIES

|                   |  |
|-------------------|--|
| Cloud Services    | Xerox® Easy Translator (B405) <sup>3</sup> , Xerox® Healthcare MFP (B405 – U.S. only) <sup>3</sup> , many additional services available  |
| Xerox App Gallery | Many apps and cloud services available. Visit <a href="http://www.xerox.com/appgallery">www.xerox.com/appgallery</a> for a growing selection of Xerox® apps available for adding functions to the Printer/MFP. |

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis; <sup>2</sup> Free optional download from Xerox App Gallery to the Printer—[www.xerox.com/xeroxappgallery](http://www.xerox.com/xeroxappgallery); <sup>3</sup> Purchased option; <sup>4</sup> Visit [www.apple.com](http://www.apple.com) for AirPrint Certification list; <sup>5</sup> Scan to available for B405.

### Certifications

To view the latest list of certifications, go to [www.xerox.com/OfficeCertifications](http://www.xerox.com/OfficeCertifications)

### Supplies

|  |           |
|--|-----------|
| Standard Capacity Toner Cartridge: 5,900 pages <sup>1</sup>    | 106R03580 |
| High Capacity Toner Cartridge: 13,900 pages <sup>1</sup>       | 106R03582 |
| Extra High Capacity Toner Cartridge: 24,600 pages <sup>1</sup> | 106R03584 |
| Drum Cartridge: 65,000 pages <sup>2</sup>                      | 101R00554 |

### Options

|   |           |
|---|-----------|
| 550-sheet Feeder (B400)                             | 497K13620 |
| 550-sheet Feeder (B405)                             | 497K13630 |
| Productivity Kit with 16 GB Solid State Drive Stand | 097S04913 |
| Wireless Network Adapter (Wi-Fi Kit)                | 497K13660 |
| External Card Reader/RFID Kit (B400)                | 497K16750 |
| Internal Card Reader/RFID Kit (B405)                | 497K18380 |
|   | 497K18120 |

<sup>1</sup> Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image, area coverage and print mode.

<sup>2</sup> Approximate pages. Declared yield based on an average job size of 3 A4-/letter-size pages. Yield will vary depending on job run length and media size and orientation.

Configurations vary by geography.

For more detailed specifications, go to [www.xerox.com/VersalinkB400Specs](http://www.xerox.com/VersalinkB400Specs) or [www.xerox.com/VersalinkB405Specs](http://www.xerox.com/VersalinkB405Specs)

For more information, visit us at [www.xerox.com](http://www.xerox.com)

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## ***Jasper County Elderly Nutrition***

Proposal by  
Dave Krumm, Forbes Office Solutions  
September 7, 2017

### **Copystar 3540idn B&W Copy, Print, Scan, fax *New Equipment***

- 42 page per minute print/copy speed
- (2) 500-sheet paper drawers
- Copy, print, scan up to 8.5 X 14 (Smaller machine)
- Automatic reversing document feeder
- Automatic Duplexing
- Stand
- Account Track feature (password copying/printing)
- B&W/Color scan to computer, email, IPAD, android tablet and smartphone
- Print from computer, IPAD, android tablet and smartphone
- Print Drivers PS and PCL
- Service Lease includes toner, parts and labor for the machine. Excludes water, fire, smoke, theft, vandalism, acts of God and network related issues.
- Includes delivery, setup and installation to your network
- Customer owns machine after 36 months

### **Monthly Lease with Quarterly Service Copies**

**36 Month Lease Includes Up To 9,300 Copies Per Quarter: \$81.00 per Month**  
(Copies over 9,300 per quarter are 1 cent per copy)

The Monthly Lease and Quarterly service copies helps buffer out high usage months with low usage months to prevent overages

davek@forbesos.com cell: 641-990-3283 office: 641-792-6168 ext. #115



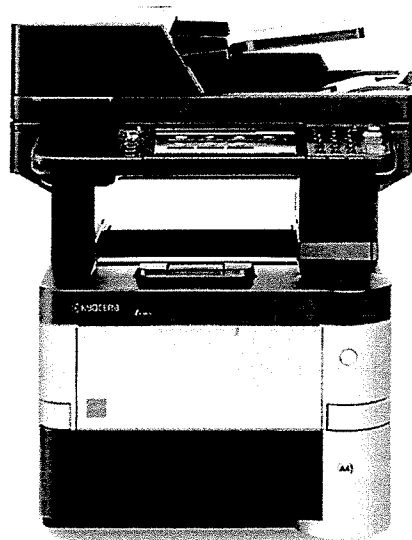
› PRINT › COPY › COLOR SCAN › FAX

## ECOSYS M3540idn

BLACK & WHITE MULTIFUNCTIONAL  
PRINTER



ECONOMICAL.  
ECOLOGICAL.  
ECOSYS  
TECHNOLOGY.



The ECOSYS M3540idn provides small to midsized businesses with powerful document imaging capabilities. It offers the standard features you expect, including 42 ppm crisp black and white printing, copying, fax and color scanning, but its capabilities extend far beyond that. A 7" color touch screen control panel redefines job efficiency by storing your routine tasks. It also streamlines access to business applications that bring added capabilities to your document workflows. Optional wireless and standard mobile printing and scanning capabilities enable access wherever your business takes you. As importantly, ECOSYS long life consumables and an impressive drum yield deliver the economical and ecological solution making this device the smart choice for your business.

- › Fast Output Speed of 42 Pages per Minute
- › Standard Print, Copy, Color Scan and Fax
- › Standard 75 Sheet Document Processor
- › KYOCERA Business Applications Capable
- › Standard 7" Color Touch Screen with Tablet-Like Home Screen
- › ECOSYS Long Life Consumables
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Wireless Printing Capable
- › Apple AirPrint™ Enabled for a Mobile Printing Solution



**KYOCERA**  
Document Solutions

Tuesday, September 26, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Elderly Nutrition Director Kelli Van Manen asked the Supervisors to approve a contract with the City of Monroe to deliver meals.

Motion by Carpenter, seconded by Cupples to approve an agreement between Jasper County and the City of Monroe for the use of dining room facilities at the Monroe City Hall to provide and serve meals.

YEA: CUPPLES, CARPENTER, BROCK

Conservation Director Keri VanZante asked the Board to approve Trail Crossing Easements for the SA 1 Retro Fit Trail Crossing and the IRA Project Trail Crossing.

Motion by Cupples, seconded by Carpenter to approve a trail crossing easement at the abandoned former railroad property located across the N ½ of the NW Quarter Section 5, Twp. 80 North, Range 20 West and a strip of land beginning at the centerline of Grantor's Altoona to Prairie City branch line main track and the West line Section 18, Twp. 79 North, Range 21 West Thence Southeasterly through Sections 18, 19, 20, 21, 27, 28, 34 & 35, Twp. 79 North, Range 21 West, thence Southeasterly through Fractional Sections 3, 2 & 1 Twp. 78 North, Range 21 West, thence Southeasterly through Sections 6 & 5, Twp. 78 North, Range 20 West in Jasper County Iowa.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Cupples, seconded by Carpenter to adopt Resolutions 17-74 for Transfer Order 1382, 17-75 for Transfer Order 1383 and 17-76 for Transfer Order 1384.

YEA: CARPENTER, CUPPLES, BROCK

A complete copy of these resolutions are on file in the Office of the Jasper County Auditor.

Motion by Carpenter, seconded by Cupples to approve a liquor license for Hy-Vee Wedding Reception.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter, seconded by Cupples to approve Board of Supervisors minutes for 9/19/2017.

YEA: CUPPLES, BROCK, CARPENTER

There were no Board appointments.

Motion by Cupples, seconded by Carpenter to adjourn the Tuesday, September 26, 2017 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CARPENTER, CUPPLES