

# 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)**

**June 19, 2018**

**9:30 a.m.**

### **Pledge of Allegiance**

- Item 1      Public Hearing for Amending Ordinance 40B**  
First Reading of Ordinance 40C Amending Ordinance 40B to update section 5 to read: Adoption of the National Electrical Code. Pursuant to published notice and public hearing, as required by law, the 2017 National Electrical Code, published by the National Fire Protection Association is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
- Item 2      Community Development - Nick Fratzke**  
a) 28E Agreement with Prairie City
- Item 3      Driveway – Ryan & Amanda Menninga**
- Item 4      Sheriff – John Halferty**  
a) Food Service Contract with Consolidated Correctional Foodservice
- Item 5      Attorney’s Office – Scott Nicholson**  
a) Transfer of Funds for DECT Trailer
- Item 6      CICS – Jody Eaton**  
a) Statement of Understanding for Staff Positions
- Item 7      CICS – Jody Eaton/Auditor Dennis Parrott**  
a) County Training Opportunities
- Item 8      Auditor – Dennis Parrott**  
a) Memorandum of Understanding
- Item 9      Human Resources – Dennis Simon**  
a) ICAP Insurance Renewal for 7/1/18-6/30/19

- Item 10 Iowa Heartland RC & D**
- Item 11 Scratch Cupcakes use of County Parking Lot at 11:00am on 6/20/18**
- Item 12 Approval of Board of Supervisors work session minutes for 5/29/18**
- Item 13 Approval of Board of Supervisors minutes for 6/12/2018**

**PUBLIC INPUT & COMMENTS**

# JASPER COUNTY, IOWA

## BEFORE THE BOARD OF SUPERVISORS

### ORDINANCE NO. 40C

AN ORDINANCE OF JASPER COUNTY, IOWA TO ADOPT BY REFERENCE A COMPLETE BUILDING CODE REGULATING THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF BUILDINGS AND STRUCTURES, INCLUDING INSTALLATION OF MOBILE, MANUFACTURED AND MODULAR HOMES; TO PROVIDE FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS, AND FOR THE REPEAL OF THE EXISTING JASPER COUNTY BUILDING CODE ORDINANCE #40 IN ITS ENTIRETY AND REPLACING IN LIEU THEREOF THE FOLLOWING:

### JASPER COUNTY BUILDING CODE

1. **Title.** This ordinance shall be known, cited and referred to as the “*Jasper County Building Code*”.
2. **Adoption of the International Building Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Building Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
3. **Adoption of the International Mechanical Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Mechanical Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
4. **Adoption of the International Plumbing Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Plumbing Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
5. **Adoption of the National Electrical Code.** Pursuant to published notice and public hearing, as required by law, the 2017 National Electrical Code, published

by the National Fire Protection Association is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.

6. **Adoption of the International Residential Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Residential Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
7. **Adoption of the International Energy Conservation Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Energy Conservation Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
8. **Adoption of the International Existing Building Code.** Pursuant to published notice and public hearing, as required by law, the 2006 International Existing Building Code, published by the International Code Council, is hereby adopted in full, including all appendixes, except for such portions as may hereinafter be deleted, modified or amended.
9. **Construction Documents by Registered Design Professional.** Construction documents for all buildings and/or structures other than those covered by the International Residential Code, shall be prepared, signed and sealed by a registered design professional.
10. **Exempt.** This ordinance shall not apply to farm houses or other farm buildings which are primarily adapted for use for agricultural purposes, while so used or under construction for that use, as required by the Code of Iowa 331.304(3)(a).
11. **Conflicts.** Wherever the requirements of this ordinance are at variance with the requirements of any applicable and superseding law, rule, regulation, or ordinance, the most restrictive or that imposing the higher standard shall govern.
12. **Severability.** Should any provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this ordinance or the ordinance as a whole.
13. **Enforcement as a Municipal Infraction.** Any violations of any provision of this ordinance shall be enforced as municipal infractions according to procedures established by law, as may from time to time be amended. Any person, firm or corporation violating any of the provisions of this ordinance commits a municipal infraction and shall, upon a finding that a violation has occurred, be made to pay a penalty fee equal to the maximum then allowed for municipal infractions under Iowa law for each infraction, including maximum enhanced penalties for any

subsequent or continuing infraction(s). Each day that an infraction is permitted to exist shall constitute a separate infraction. Enforcement of the provisions of this ordinance may also be initiated or assisted by means of an action in law or equity, as the case may, be in the Jasper County offices of the Iowa District Court.

14. **Effective Date.** This Ordinance shall be in full force and effect July 1, 2018.

**Passed and approved in this final form following three readings (or due waiver thereof in the manner allowed by law) on the following roll call vote on the \_\_\_\_ day of \_\_\_\_\_, 2018.**

Supervisor	Aye	Nay
Joe Brock		
Dennis Carpenter		
Doug Cupples		

\_\_\_\_\_  
Doug Cupples, Chairperson Jasper County Board of Supervisors

Attest:

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

## 28E Agreement

THIS AGREEMENT is made and entered into, by and between Jasper County, Iowa, hereinafter referred to as "the County", and the City of Prairie City, Iowa, hereinafter referred to as "the City".

1. This Agreement is entered into pursuant to the Provisions of Chapter 28E, Code of Iowa.
2. This Agreement shall become effective upon acceptance by both parties. No new entity is created by this agreement.
3. The purpose of this Agreement is to establish the terms and conditions of the relationship between the County and the City for building code inspections within the corporate limits of the City.
4. The County will provide all required building code inspections for the City based on the Building Code adopted by the City. The City will adopt by ordinance the same building codes as the County. The City will adopt by resolution the same permit fee schedule as the County. The City will accept completed applications and forward them to the Jasper County Building Official for review and calculation of building permit fee. The County will collect the permit fee from the applicant and issue the building permit. The City will receive 10% of all building permit fees collected by the County for building permits issued on behalf of the City within 30 days after the fees are collected. The city will be responsible for all required building code administration and enforcement actions other than inspections or as specified in this agreement.
5. The City shall indemnify and hold harmless Jasper County and its officers, agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for any damage accruing to persons or property as a result of any act, or by reason of an act or omission, in the discharge of agreed duties that occur during the term of this agreement.
6. This agreement may be terminated by either party at any time by giving 30 days notice. Notice to terminate shall be in writing, and shall be delivered by registered return receipt by the United States Postal Service to the address given in this agreement.
7. This agreement constitutes the entire agreement between the parties hereto. This agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
8. This agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.
9. The parties shall approve the Agreement by resolution of their respective Boards, which shall authorize the execution of the Agreement.

10. The agreement will then be filed in the office of the Iowa Secretary of State, the Recorder of Jasper County, and the Clerk of the City of Prairie City, in accordance with Chapter 28E of the Code of Iowa.
11. The agreement shall become effective when recorded in the Jasper County Recorder's Office and shall remain in effect unless terminated as provided herein.

**IN WITNESS THEREOF**, Jasper County, Iowa and The City of Prairie City, Iowa have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original.

**Executed by Jasper County, Iowa**

\_\_\_\_\_ day of \_\_\_\_\_, 20

Jasper County, Iowa

Attest \_\_\_\_\_  
- Auditor

\_\_\_\_\_  
- Chairman

**Executed by City of Prairie City, Iowa**

\_\_\_\_\_ day of \_\_\_\_\_, 20

City of Prairie City, Iowa

Attest \_\_\_\_\_  
- City Clerk

\_\_\_\_\_  
- Mayor

Filed with the Secretary of State of Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Filed with the Jasper County Recorder this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Filed with the City of Prairie City Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

Lot Number 280616 PN 93° 5' 13" W

Received 11-18-16  
ck # 1382

Sec 29 **JASPER COUNTY HIGHWAY DEPARTMENT**

Application for permit to construct Entrance from  
Private property to County Road

Newton

Application of Kenneth Baldwin Phone No. 641-792-4513 W 515-250-3

Address 1057 W 28<sup>th</sup> ST N Newton Ia 50208

Date 11-14-16, 20 16

Jasper County Secondary Road Department  
910 N. 11<sup>th</sup> Ave. E.  
Newton, IA 50208

(FOR OFFICE USE ONLY)  
On W 28<sup>th</sup> St. N 3483'  
south of N 18<sup>th</sup> Ave W  
on the west side

Gentlemen:

Permission is hereby requested for the construction of entrance from right-of-way to county road traveled way, including drainage structure thereunder.

Proposed entrance is located as follows: \_\_\_\_\_  
\_\_\_\_\_

SKETCH OR PLAN OF ENTRANCE AS PROPOSED TO BE CONSTRUCTED IS SHOWN ON THE BACK OF THIS APPLICATION

Proposed Contractor \_\_\_\_\_

Pipe Size (to be determined by county) 54" diameter x 70' long culvert (min.) w/ safety sl

Pipe Type: New Galvanized 16 Gage Steel Corrugated Riveted Pipe (Required on all hard surface Roads) will be maintained by the County. apron  
New Double Wall Polyvinyl Pipe (Optional on granular surfaced roads). The County will not maintain polyvinyl pipe.

The applicant agrees that if granted a permit to perform the above described work, the following stipulations shall govern:

- That the proposed entrance, including drainage structure shall be constructed by the applicant at his expense, in accordance with the plan attached hereto, and in conformance with the field and driveway policy. Nothing in this stipulation however shall preclude the County Highway Department from entering upon said entrance on highway right-of-way and performing necessary maintenance for the protection of the highway.
- The construction of proposed entrance shall be completed by the 15<sup>th</sup> day of April, 20 17  
If not constructed by this date please notify the County Engineer's Office.
- That during the construction of said entrance the applicant shall take all reasonable precautions to protect and safeguard the lives and property of any person and shall save Jasper County and its Board of Supervisors harmless of any damage of loses that may be sustained by any person on account of such construction
- That the construction, of said entrance shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
- That the applicant agrees to give the Jasper County Highway Department forty-eight hours' notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
- That this permit is subject to any laws, now in effect, or any laws, which may be hereafter enacted.
- That this permit is subject to all the rules and regulation of the Jasper County Board of Supervisors, and to revocation by the said board at any time, when in the judgment of the board it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

RECOMMENDED FOR APPROVAL

[Signature]

SIGNED [Signature]  
Name of Applicant

Date Permit Granted 12-6, 20 16

By \_\_\_\_\_  
Title

(Application and sketch must be filed with Jasper County Engineer, Newton, IA, for each individual entrance on County Highway right-of-way.)



## FOOD SERVICE AGREEMENT

THIS FOOD SERVICE AGREEMENT (this "Agreement") is entered into this 7th day of June, 2018, by and between Jasper County Sheriff's Office, 2300 Law Center Drive, Newton, IA 50208, (hereinafter referred to as "Client"), and Consolidated Correctional Foodservice, a division of Consolidated Management Company, (hereinafter referred to as "Consolidated").

### WITNESSETH:

WHEREAS, Client is the owner and operator of the facilities located at 2300 Law Center Drive, Newton, Iowa (the "Facility"); and

WHEREAS, Consolidated is engaged in the business of operating restaurant and food service facilities; and

WHEREAS, Client wishes to retain Consolidated to operate the food service at the Facility, and Consolidated is willing to undertake such responsibilities, on the terms and subject to the conditions set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Operation of Facilities; Access: For the Term of this Agreement and subject to the conditions set forth in this Agreement, Client hereby engages Consolidated as its exclusive food service provider at the Facility to manage, control and operate the kitchen and dining areas and all equipment, fixtures and furnishings associated therewith owned by Client at the Facility. Client and its authorized representatives shall provide Consolidated with reasonable access to the Facility as required in order for Consolidated to perform its services hereunder.
2. Term; Termination:
  - 2.1. Term; Termination for Convenience. The initial term of this Agreement (the "Initial Term") shall begin on September 1, 2018, and shall continue for three (3) year(s), unless earlier terminated as set forth herein. Following the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods, unless either party provides the other party notice of termination no less than thirty (30) days prior to the end of the then-current term, unless this Agreement shall be earlier terminated as hereinafter provided. The Initial Term and any subsequent term of this Agreement, if any, shall hereinafter be collectively referred to as the "Term".
  - 2.2. In the event that Client becomes dissatisfied with Consolidated's performance of its services hereunder, Client shall immediately notify Consolidated thereof, and the parties shall work together in good faith to resolve any issues Client has identified to Consolidated. Unless the parties mutually agree otherwise, while the parties are attempting to resolve Client's concerns with Consolidated's performance hereunder, both parties shall continue to perform their obligations under this Agreement in accordance with the terms hereof.
  - 2.3. Breach. Each of the following events shall constitute a breach of this Agreement:
    - (a) subject to the provisions of Section 2.2, a party materially breaches an obligation, covenant or condition set forth herein and fails to cure such breach within 10 days (or, to the extent the nature of the breach requires a longer cure period and

the defaulting party actively pursues a cure of such a breach, such longer period as reasonably agreed upon by the parties) after the receipt of written notice thereof from the non-defaulting party; or

(b) a party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or makes a general assignment for the benefit of creditors, or has an involuntary case or other proceeding instituted against it seeking similar relief.

2.4. Parties' Rights Upon Breach. Upon the occurrence of a breach of this Agreement, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and (a) may immediately terminate this Agreement without any liability whatsoever, (b) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof, (c) may exercise any other right or remedy available to it under law or in equity and (d) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative, and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

2.5. Termination in General. In the event of termination of this Agreement, Consolidated shall cease performing all services hereunder and Client shall promptly pay to Consolidated all amounts due hereunder for services performed by Consolidated hereunder prior to the effective date of such termination, including any and all cancellation fees or other costs incurred by Consolidated directly related to the termination of this Agreement incurred prior to and including the effective date of termination.

3. Terms of Proposal Incorporated; Client's Maintenance Obligations:

3.1. Contract conditions such as cost, salaries, insurance, equipment use and termination are set forth in detail within the contract proposal document dated April 20, 2018, and executed by the parties (the "Proposal"), which is attached hereto and incorporated herein as *Exhibit A*, which terms and conditions are hereby adopted by reference as the substance of this Agreement.

3.2. In addition to such adoption by reference, and not in conflict therewith, but in keeping with the specific agreement of the parties hereunder, the parties agree that the following changes are hereby made to the terms of the Proposal:

(a) None

(b) None

3.3. In case of any contradiction between the terms of this Agreement and the Proposal, it is agreed by the parties that the terms of this Agreement shall govern.

3.4. The premises, equipment, offices, and utilities at the Facility shall be serviced and kept by Client in a good workmanlike manner, in a safe operating condition, and further shall be maintained, replaced, and/or repaired to ensure continued fitness for their particular and intended purposes. If Consolidated determines, in its sole reasonable discretion, that any equipment provided by Client has become inoperative, hazardous, or inefficient to operate, Consolidated shall notify Client thereof, and Client shall have ten (10) days after receipt of the notice from Consolidated to repair or replace such deficient equipment. If Client fails to repair or

replace such equipment within the ten (10) day period, Consolidated shall have the right to effect the repairs or replacements at the expense of Client. In addition to paying or reimbursing Consolidated for the repair/replacement as contemplated above, Client shall, if applicable, also pay any and all additional expenses (such as costs of paper products, ice, purchased prepared product, etc.) incurred by Consolidated as a result of the equipment deficiency during the period that the equipment is inoperable.

4. Confidentiality; Proprietary Information and Marks; Non-solicitation:

4.1. "Proprietary Information" means all non-public or proprietary documentation, reports, financial or other data, records, forms, technical knowledge, marketing plans, trade secrets, menus, recipes, promotional items, and management training programs and other proprietary or confidential materials and information of Consolidated obtained by Client from Consolidated under this Agreement, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Proprietary Information includes, without limitation, records and information that have been marked as proprietary or confidential as well as information that, due to its character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Proprietary Information does not include information that: (i) is or becomes publicly known through no wrongful act or failure of Client; (ii) was in Client's possession or known by Client prior to receipt from Consolidated, as established by documentary evidence; or (iii) is received by Client from a third party that is not under and does not thereby breach an obligation of confidentiality. Client agrees to protect the Proprietary Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Client agrees not to use the Proprietary Information except for purposes of this Agreement. Client will return to Consolidated the Proprietary Information and all copies thereof when Consolidated requests the same or immediately upon termination of this Agreement, whichever occurs earlier. The confidentiality restrictions and obligations imposed by this Section shall continue until such time as the Proprietary Information enters one of the categories in clauses (i) through (iii) above.

4.2. Ownership of Proprietary Information; Non-Infringement. Consolidated owns all rights to the Proprietary Information. Nothing herein is deemed to convey to Client any rights to the Proprietary Information. Client agrees that it will not in any way infringe upon or appropriate any of the Proprietary Information, either during the Term of this Agreement or at any time thereafter.

4.3. Proprietary Marks: Client acknowledges that Consolidated's names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Consolidated, are proprietary marks of Consolidated, and Client will not use Consolidated's proprietary marks for any purpose except as expressly permitted in writing by Consolidated. Consolidated acknowledges that Client's names, artwork, logos, service marks, trademarks, trade dress, trade names, symbols, copyrights or other proprietary marks, whether or not registered by Client, are proprietary marks of Client, and Consolidated will not use Client's proprietary marks for any purpose except as expressly permitted in writing by Client.

4.4. Non-Solicitation.

(a) During the Term and for two (2) years following termination of this Agreement, Client shall not solicit to hire, hire, or contract for any capacity or position, any of Consolidated's current or past management level, sales representative, Regional Manager, Food Service Director, manager, director or officer personnel.

(b) The ability of Consolidated to remain competitive depends upon the knowledge and effectiveness of its management personnel trained by Consolidated with regard to the proper use of the Proprietary Information and the overall management of a food service facility like the Facility. Client agrees that a violation of this non-solicitation restriction would cause irreparable damage to Consolidated. In the event that Client breaches the terms of this non-solicitation restriction, Client shall pay Consolidated two (2) times the annual salary of the applicable employee that is in effect at the time of Client's breach of this non-solicitation restriction.

- 4.5. Injunctive Relief. Client acknowledges that Consolidated has expended an extensive amount of corporate resources in the research and development of its Proprietary Information and training of its employees, and Consolidated considers the Proprietary Information and its personnel to have qualities which set Consolidated apart from its competitors. Therefore, Client agrees that a violation of this Section 4 would cause irreparable damage to Consolidated, which could not adequately be remedied with money damages. Therefore, if there is a violation of any of the terms of this Section 4, the parties agree that in addition to any other damages available to Consolidated at law, Consolidated may obtain injunctive relief against Client.

5. Billings:

- 5.1. Consolidated operates on an accounting period that is four (4) weeks long, with thirteen (13) of such accounting periods constituting an accounting year. Following the end of each accounting period, Consolidated shall submit an invoice to Client for any monies owed hereunder by Client to Consolidated for such accounting period. All payments due hereunder shall be paid by Client at the address set forth on the billing statement. Consolidated can accept partial payments without waiving any of its rights under this Agreement.
- 5.2. Client shall pay Consolidated within fifteen (15) days after receipt of the statement and/or any other billings. Any billings outstanding for more than thirty (30) days will be considered past due. Past due billings will be assessed a finance charge at the lower of (a) one and one half (1 ½) percent per month or (b) the highest lawful rate of interest, calculated from the date such amount was due until the date full payment is received by Consolidated. Failure by Client to make timely payments shall be a breach of this Agreement.
- 5.3. Change in Conditions. The financial terms set forth in this Agreement and its Exhibit A, and all other obligations assumed by Consolidated hereunder, are based on conditions in existence on the date Consolidated commences operations including, without limitation, population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Consolidated has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by Consolidated shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

- 5.4. Right of Setoff. Either party (the "setting-off party") may deduct, setoff, or apply all or any part of the payment obligations owing by the setting-off party to the other party against any sums due to the setting-off party from the other party.
6. Insurance:
- 6.1. During the Term, Consolidated shall obtain and maintain insurance as set forth in the Proposal.
- 6.2. During the Term, Client shall obtain and maintain all risk insurance with replacement costs coverage for the Facility and all equipment, offices, and utilities at the Facility, insuring against risks covered by standard forms of fire, theft, and extended coverage and shall maintain general liability insurance in such amounts under such policies as appropriate, but not less than \$1,000,000 per occurrence with excess coverage in an amount not less than \$5,000,000 to cover claims in the aggregate.
- 6.3. Certificates of insurance evidencing the insurance coverage required hereunder shall be provided by each party to the other party prior to the parties' commencement of performance hereunder. Each party's certificate of insurance shall name the other party as an additional insured.
7. Attorney's Fees: In the event of a breach of this Agreement by either party, the substantially non-prevailing party shall pay all reasonable attorney's fees and collection fees and costs of the substantially prevailing party incident to any action brought to enforce this Agreement. In the event Client fails to pay Consolidated any amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Consolidated refers such matter to an attorney, Client agrees to pay, in addition to all amounts due, any and all costs incurred by Consolidated as a result of such action, including, reasonable attorneys' fees incurred in connection therewith.
8. Excused Performance: Neither party hereto shall be liable to the other for any loss or damage due to its failure to perform or delay in performance hereunder to the extent such performance is delayed or prevented by contingencies beyond such party's reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires, flood, earthquake, terrorism, acts of God or any other cause beyond the reasonable control of such party, and such failure shall not constitute a breach of this Agreement.
9. Limitation on Liability and Damages: Consolidated shall have no liability with respect to any work product created or delivered by Consolidated under this Agreement to the extent Client (or any of its employees, agents, or subcontractors) modifies such work product, contracts directly with a third party for any portion of the services to be provided by Consolidated hereunder, or fails to follow the recommendations provided by Consolidated.

NEITHER CONSOLIDATED NOR CLIENT WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR FOR ANY LOST PROFITS OR SALES, REGARDLESS OF THE TYPE OF CAUSE OF ACTION, AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE AGGREGATE LIABILITY OF CONSOLIDATED RELATING TO OR ARISING FROM THIS AGREEMENT AND FOR ANY AND ALL CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CONSOLIDATED HEREUNDER DURING THE SIX-MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. THIS SECTION SHALL NOT APPLY TO ANY

TORT LIABILITY BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PHYSICAL DAMAGE TO TANGIBLE PROPERTY OR PERSONAL INJURY OR DEATH.

10. Warranty Disclaimer: THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EACH PARTY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN THE OTHER PARTY.
11. Notices: Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (iii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, in each case sent to or made at the addresses written below or to such e-mail addresses, facsimile numbers or addresses as subsequently modified by written notice given in accordance with this Section.

If to Client:

Jasper County Sheriff's Office  
2300 Law Center Drive  
Newton, IA 50208  
Email: [jhalferty@jaspersheriff.org](mailto:jhalferty@jaspersheriff.org)

If to Consolidated:

Consolidated Correctional Foodservice  
2670 106<sup>th</sup> Street, Suite 140  
Des Moines, IA 50322  
Fax: 515-254-0394  
E-mail: [info@consolidatedmgmt.com](mailto:info@consolidatedmgmt.com)

12. Independent Contractors:
  - 12.1. The parties agree that Consolidated is an independent contractor under this Agreement, and nothing in this Agreement will be construed as being inconsistent with that status or as creating or implying a leasehold interest in the Facility, or any joint employer relationship, partnership or joint venture between Client and Consolidated.
  - 12.2. Client has a non-employer relationship with Consolidated employees and as such has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with regards to the Consolidated employees. Further, Client will not be responsible for supervising work performed, payment of wages, employment benefits, workers' compensation insurance, or qualified retirement plans. Client will not provide or be responsible for training of Consolidated employees. Consolidated explicitly accepts these employer responsibilities. The parties specifically agree that

the do not intend to create, and are not creating, a joint employment arrangement under the Fair Labor Standards Act (FLSA) , the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), or any other state or federal statute or regulation.

- 12.3. **Quality Control:** Client has the right to require that Consolidated does a good job and achieves the desired results in a safe, sanitary, and legal manner. Client has the right to periodically inspect the product produced and facility to ensure quality and safety standards are being met.
13. **Mobile Food Vendors:** Client agrees to prohibit mobile food vendors (Food Trucks) access to the facility premises during the hours Consolidated is operating the facility cafeteria.
14. **Binding Effect:** The terms of this Agreement shall be binding on the successors and assigns of the parties.
15. **Headings:** The headings of sections and paragraphs herein included are solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.
16. **Waiver of Breach:** Any waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by such party of any provision of this Agreement. No waiver by Consolidated shall be valid unless in writing and signed by President or Chief Financial Officer of Consolidated.
17. **Law Governing; Venue:** The terms of this Agreement shall be governed by the laws of the State of Iowa, without regard to the conflict of laws provisions. The parties agree that any action pertaining to or arising out of this Agreement shall be brought exclusively in the courts located in the county of Polk, State of Iowa.
18. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.
19. **Survival:** The provisions of Sections 2.3, 2.4, 4, 5, and 7-19 shall survive the expiration or termination of this Agreement for any reason.
20. **Entire Agreement:** This Agreement and the Proposal contain the entire understanding and agreement between the parties, and the parties agree that no representations, documents, promises or agreements, oral or otherwise, trade usage, or course of conduct between the parties not embodied herein will be of any force or effect. This Agreement and the attached Proposal supersede any prior agreements, commitments, and obligations between the parties, and any such prior agreement, commitment or obligation is hereby canceled and of no further force and effect.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Food Service Agreement as of the date first above written.

JASPER COUNTY SHERIFF'S OFFICE

CONSOLIDATED CORRECTIONAL FOODSERVICE

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

by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Exhibit A**

**Proposal Date April 20, 2018**

**(Attached)**

## STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

### 6. STAFF

#### 6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. *There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.* The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jody Eaton	CEO	85% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Chair, Jasper County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Chair, Central Iowa Community Services

\_\_\_\_\_  
Date

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

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This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Connie McQuiston	Administrative Support	50% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Chair, Jasper County Board of Supervisors

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Chair, Central Iowa Community Services

Date \_\_\_\_\_

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

# STATEMENT OF UNDERSTANDING

FY 2019

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

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This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jarica White	Service Coordinator	100% (of 1FTE)

Begin Date 7/1/2018

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Chair, Jasper County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Chair, Central Iowa Community Services

\_\_\_\_\_  
Date

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

Examples of the populous this program could provide assistance, just to name a few.

- MH residential facilities
- Community MH
- Facilities for clients with intellectual/ developmental disabilities
- Emergency response
- Small towns
- Urban
- Hospitals/ ER
- Court/ jail
- Parents/ family
- Schools/ youth
- County buildings/ general assistance
- Administrators
- Rural

**"When you change the way in which you see things, the things you see will change."  
(Dr. Ken Thompson)**

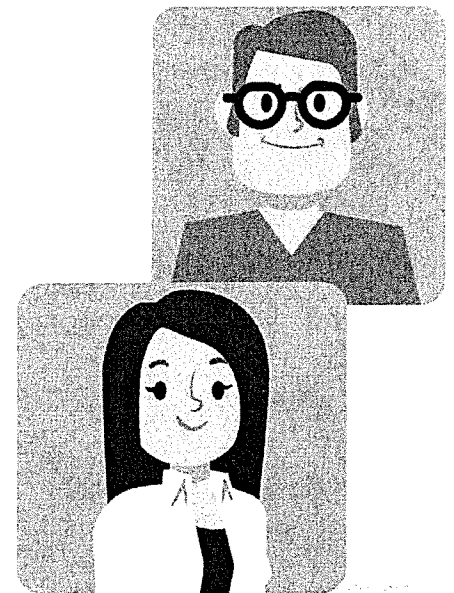
## C3 De-escalation Training

**CICS will be providing training services for the workshop. Please contact us for any additional information.**

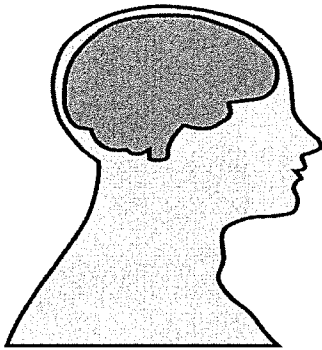


## C3 De-escalation®

**By Andra Medea**



**A workshop for Iowa Direct Service Providers**

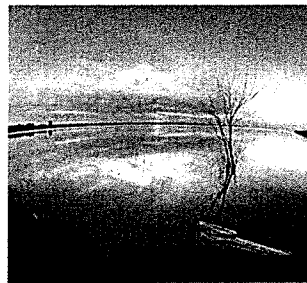


## C3 De-escalation Goals

- Prevent mental health crises
- Decrease police calls or ER visits
- Improve safety for clients, staff and others
- Decrease stress
- Decrease negative outcomes such as jail time or broken relationships

“ This Program is used for short term crisis management. It can help an individual regain control of themselves and create a window of calm”

Andra Medea



## Training Benefits

Used long-term, it can improve skills of Direct Support Staff, Increase self-management of clients, and promote positive calm. This program is consistent with and complements common therapeutic approaches, such as:

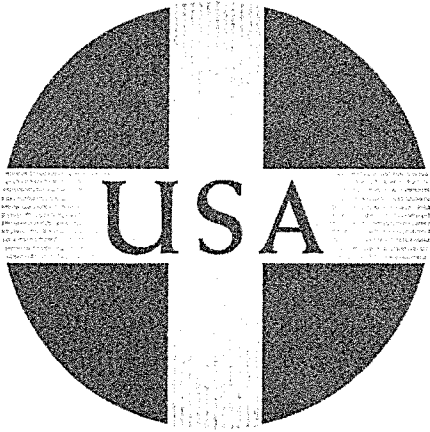
- Positive Behavioral Support
- WRAP
- Motivational Interviewing
- Recovery programs

## Safety

This program is primarily a safety program. As a safety program it is important that you follow the multiple layers provided through the guided material .

## Advantages of C3 De-escalation

- Safety
- Growth
- Self-control
- Dignity



# MENTAL HEALTH FIRST AID®

**SOMETIMES FIRST AID ISN'T A  
BANDAGE, OR CPR, OR CALLING 911.  
SOMETIMES FIRST AID IS YOU.**

What: Mental Health First Aid Training

Where: Boulders Inn - 4222 S 22nd Avenue E, Newton, Iowa, 50208

When: June 27, 2018 8:00 AM to 4:30 PM

There is no charge for the training, lunch will be on your own.

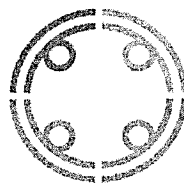
*Register now to become the change!*

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext. \_\_\_\_\_

Job Title: \_\_\_\_\_ Employer: \_\_\_\_\_



Sponsored by:  
**CICS**

Supporting Individuals. Strengthening Communities.

Send completed registration form to [jarica.white@cicsmhds.org](mailto:jarica.white@cicsmhds.org)

**Dennis K. Parrott** [auditor@co.jasper.ia.us](mailto:auditor@co.jasper.ia.us)

Jasper County Auditor & Commissioner of Elections

Deputies

Tina Mulgrew [tmulgrew@co.jasper.ia.us](mailto:tmulgrew@co.jasper.ia.us)

Teresa Arrowood [tarrowood@co.jasper.ia.us](mailto:tarrowood@co.jasper.ia.us)

Melissa Hartgers [mhartgers@co.jasper.ia.us](mailto:mhartgers@co.jasper.ia.us)



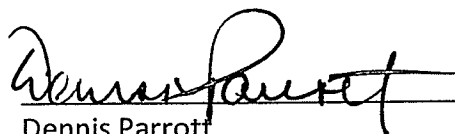
### Memorandum of Understanding

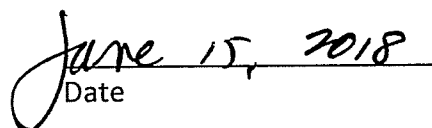
The Jasper County Board of Supervisors and Auditor have decided to elevate the payroll classification of Auditor Clerk, Susan Young, from its current classification of "Clerk (Treasurer, Auditor, Recorder)" to be equal to the classification of "Payroll Clerk, Auto Examiner A, Real Estate" effective as of June 19, 2018.

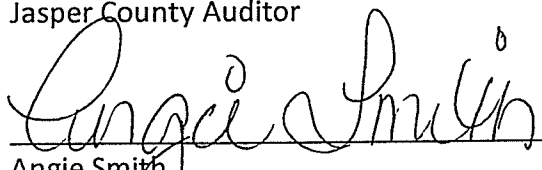
This decision has been attained due to a recent reassignment of job responsibilities within the Auditor's Office. The Auditor reserves the right to adjust the classification of this position based on future re-assignment of job responsibilities.

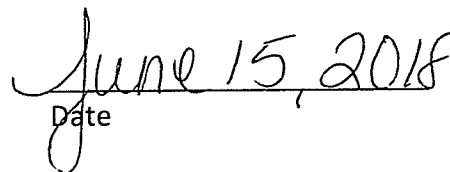
\_\_\_\_\_  
Doug Cupples  
Chairman, Jasper County Board of Supervisors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dennis Parrott  
Jasper County Auditor

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Angie Smith  
Local 2840 President, AFSCME/Iowa Council 61

  
\_\_\_\_\_  
Date



WORK SESSION

May 29, 2018

Tuesday, May 29, 2018 the Jasper County Board of Supervisors met for a work session at 8:30 a.m. with Supervisors Brock, Carpenter and Cupples present.

The Supervisors discussed with Chris Bauer from the Shive Hattery Architecture & Engineering Firm the preliminary costs of various repairs that could be done at the County Annex Building. Some of the items talked about included window well demolition, windows removed and blocks infills, waterproofing and backfill of infilled windows, SE door & stair removal, brick masonry repair, window well intake modifications to sub-drain, condensing units removed and replaced, site restoration, concrete dock, storage room and wood canopy demo, fiber conduit relocation, paint removal, roof repair, patch air return, tower wire bridge relocated, new concrete stoop, concrete rails and stairs, accessible concrete ramp, asphalt patch on parking lot just to mention a few things.

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Dennis K. Parrott, Auditor

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Doug Cupples, Chairman

June 12, 2018

Tuesday, June 12, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

County Attorney Mike Jacobsen asked the Supervisors to approve a contract for the use of a legal research tool.

Motion by Carpenter and seconded by Brock to approve an agreement between Jasper County and Westlaw Legal Research Services in the amount of \$969.86 per month.

YEA: CUPPLES, BROCK, CARPENTER

Engineer Russ Stutt presented to the Supervisors the DOT maintenance Agreement for Rock Creek, Pre-construction Agreement with DOT for 65-F17 connection and a Resolution Awarding a Contract for an HMA Overlay Project.

Motion by Brock and seconded by Carpenter to approve an agreement between Jasper County and the Iowa DOT for roadway maintenance on park roads at Rock Creek State Park in the amount of \$4,280 for the period beginning July 1, 2018 and ending June 30, 2019.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Brock and seconded by Carpenter to approve a Pre-construction Agreement between Jasper County and the Iowa DOT to make improvements on U.S. Highway 65/330/Iowa 117 in Jasper County with the projected cost of \$10,318.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Brock and seconded by Carpenter to adopt Resolution 18-48 awarding a contract to Manatt's, Inc. for project LL-HMA(2018)—73-50 which consists for 4 inches of HMA overlay on parts of W 131<sup>st</sup> St S, W 62<sup>nd</sup> St S, N 19<sup>th</sup> Ave E, E 32<sup>nd</sup> St N and Derby Avenue in Jasper County in the amount of \$1,969,784.39.

YEA: CARPENTER, BROCK, CUPPLES

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

Motion by Brock and seconded by Carpenter to table agenda item #3 Driveway – Amanda & Ryan Menninga.

YEA: CUPPLES, CARPENTER, BROCK

Chris Bauer of Shive Hattery Architecture & Engineering presented an agreement to the Board to complete a limited investigation and develop conceptual options for improvements and repairs to the interior of the Jasper County Annex Building.

The Board took no action on the agreement.

Motion by Cupples and seconded by Carpenter to approve projects to remove the stair tower and make repairs, remove the South Dock and make repairs and to do exterior and foundation waterproofing.

YEA: CARPENTER & CUPPLES

NAY: BROCK

Motion by Carpenter and seconded by Cupples to approve the Recorder's monthly report for the period beginning May 1, 2018 and ending May 30<sup>th</sup> 2018.

YEA: CUPPLES & CARPENTER

Supervisor Brock had temporarily left the room.

Motion by Cupples and seconded by Carpenter to approve a liquor license for the Baxter Fun Days Committee.

YEA: CUPPLES & CARPENTER

Supervisor Brock had temporarily left the room.

Motion by Cupples and seconded by Carpenter to close the Courthouse, County Annex Bldg., County Attorney's Office and to give the option to close to the other County Offices and Buildings if they see the need, on July 25, 2018 for RAGBRAI. If those other offices and or buildings decide to close they shall report this to the Supervisors no later than June 26, 2018.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Cupples and seconded by Brock to set a public hearing for a bid opening for Courthouse Masonry Repair for July 3, 2018 at 9:30 a.m. in the Supervisor's Room of the Jasper County Courthouse.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Brock and seconded by Carpenter to approve the Board of Supervisor's minutes for June 5, 2018.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, June 12, 2018 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, CUPPLES, CARPENTER

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Dennis K. Parrott, Auditor

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Doug Cupples, Chairman