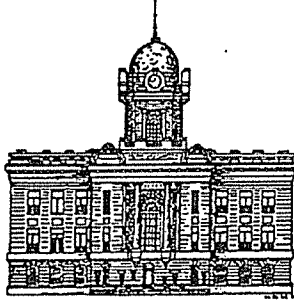


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.co.jasper.ia.us

June 25th 2019

9:30 a.m.

Pledge of Allegiance

- Item 1 **Approve Tobacco Permits**
 - a) Exit 173, INC
 - b) Izaak Walton League

- Item 2 **Board Appointments**

- Item 3 **CICS – Jody Eaton**
 - a) Statement of Understanding for Staff Positions

- Item 4 **Elderly Nutrition – Kelli Van Manen**
 - a) Colfax Community Senior Citizens Center Agreement
 - b) City of Monroe and Jasper County Agreement
 - c) Mercy One Newton Medical Center Food Agreement

- Item 5 **Engineer/Secondary Roads – Russ Stutt**
 - a) Approve Title VI Non-Discrimination Resolution
 - b) Approve Title VI Policy Statement
 - c) Approve Procurement Policy
 - d) Approve Fraud Reporting Policy
 - e) Approve Conflict of Interest Policy
 - f) Speed Limit Resolution-Legion St and E 68th St S
 - g) Speed Limit Resolution – S28th Ave E
 - h) Approval of Quotes of Microsoft Surfaces

- Item 6 **Approval of Board of Supervisors minutes for 6/18/19**

- Item 7 **Closed Session in accordance with Iowa Code 21.5(C) “To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent...”**

PUBLIC INPUT & COMMENTS

STATEMENT OF UNDERSTANDING

FY 2020

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	100% (of 1FTE)

Begin Date 7/1/2019

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

Signature

Printed Name
Chair, Jasper County Board of Supervisors

Printed Name
Chair, Central Iowa Community Services

Date _____

Date _____

STATEMENT OF UNDERSTANDING

FY 2020

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
Connie McQuiston	Administrative Support	50% (of 1FTE)

Begin Date 7/1/2019

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

Signature

Printed Name
Chair, Jasper County Board of Supervisors

Printed Name
Chair, Central Iowa Community Services

Date _____

Date _____

STATEMENT OF UNDERSTANDING

FY 2020

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
Jarica White	Service Coordinator	100% (of 1FTE)

Begin Date 7/1/2019

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

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2019 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of fifty (50) to one hundred (100) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2019, and shall be in force commencing on the effective date and ending June 30, 2020 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center
1 E. Howard & Walnut
Colfax, Iowa 50054

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson,

Denny Carpenter, Chairperson

Attest: _____
Dennis K. Parrott, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE CITY OF MONROE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Monroe City Hall for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2019 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the City of Monroe, Monroe Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Monroe City Hall. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$200 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of the Monroe City Hall in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to

the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2019, and shall be in force commencing on the effective date and ending June 30, 2020 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

City of Monroe
206 W Sherman
Box 370
Monroe, Iowa 50170

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson

Denny Carpenter, Chairperson

Attest: _____
Dennis K. Parrott, Auditor

AGREEMENT FOR PROVISION OF FOOD SERVICES BETWEEN JASPER COUNTY, IOWA AND MERCYONE NEWTON MEDICAL CENTER

THIS AGREEMENT is made this ____ day of _____, 2019, by and between Jasper County, Iowa, doing business under its “Jasper County Elderly Nutrition Program” and acting by and through its Board of Supervisors (hereinafter referred to as “Contractor”) and MercyOne Newton Medical Center, Newton, Iowa, (hereinafter referred to as the “Sub-Contractor”), and *PROVIDES AS FOLLOWS*:

1. NATURE AND DURATION OF AGREEMENT:

This agreement creates no new entity and shall be effective from the 1st day of July, 2019 to the last day of June, 2020. Sub-Contractor and all employees and agents of Sub-Contractor are wholly independent of Contractor, and nothing contained within this Agreement is intended to cause Sub-Contractor or any of its employees or agents to become employees or agents of Contractor for any purpose.

2. LICENSING REQUIREMENTS, MEAL PREPARATION AND DELIVERY:

The Sub-Contractor shall be licensed by the Iowa Department of Inspections and Appeals, and shall comply with state restaurant license laws and regulations pertaining to food handling and preparation.

The Sub-Contractor will prepare meals for the Home Delivered Meals aspects of the program each Saturday and Sunday and on the holidays of Thanksgiving Day and Christmas Day.

The Sub-Contractor shall provide the Contractor with monthly or cycle menus of meals prepared for the home delivered meals program. Meals program shall be subject to approval of the program director and shall comply with the food pattern listed below:

Meat or meat alternative – 3 oz. of cooked edible portions of beef, pork, fish, fowl, luncheon meats, eggs or cheese

Two Vegetables and One Fruit group – two 1/2 cup servings (dessert should not be counted toward this).

Three servings of bread or bread alternative.

Butter or Margarine

One Milk / Alternative

Dessert – one 1/2 cup serving of simple dessert such as fruit, pudding, etc.

Modified diets may be provided by the Sub-Contractor upon request by the Contractor and standard meals shall be modified if required by any changes of any state or federal agency rule or grant funding requirement. The Contractor shall be responsible for delivery of meals via its “Elderly Nutrition Program” endeavors.

3. ACCESS:

Employees of the Contractor, and other qualified representatives shall have access to the facility at such time as is needed to perform their job responsibilities and to ensure full compliance with this Agreement by the Sub-Contractor.

4. CLIENT CERTIFICATION AND RECORDS:

The Contractor, through its Elderly Nutrition Program Director, shall be responsible for certification of eligible recipients of Home Delivered Meals and delivery of said meals. Requests for service shall be referred to the Contractor. The Contractor will notify the Sub-Contractor, in advance, of additions or deletions to the number of meals to be prepared. Information necessary for the successful operation of the program shall be exchanged by both parties. The Sub-Contractor shall maintain a monthly record of meals served to each recipient and submit such records to the Contractor, c/o Jasper County Elderly Nutrition Program, 2401 First Avenue East, Newton, Iowa, 50208, no later than the 5th day of the following month. The Contractor may provide the Sub-Contractor with any forms needed by Contractor record keeping and, if so, Sub-Contractor agrees to promptly and accurately complete and return such forms concurrent with any billing for Sub-Contractor's services provided hereunder.

5. BILLING:

The Sub-Contractor shall submit monthly statements for payment, detailing the number of meals served and cost per meal. Any additional charges shall be itemized in the statement. Statements shall be submitted to the Contractor no later than the last day of the month.

The Sub-Contractor shall provide suitable meals at the rate of \$6.00 each for Saturdays and Sundays, EXCEPT that the rate of \$6.50 per meal shall apply for those meals prepared on Thanksgiving Day and Christmas Day (even if Christmas Day were to fall on a Saturday or Sunday).

6. LIABILITY:

The Contractor shall carry primary insurance for personal injury and personal liability and secondary insurance for product liability. The Sub-Contractor, and its employees and representatives, shall be held harmless from claims and actions against the nutrition program for personal injury and personal liability caused by any employee or representative of Contractor acting within the scope of his or her employment. The Sub-Contractor shall indemnify through insurance policies and hold harmless Contractor, and its employees and representatives, from any act or omission on the part of the Sub-Contractor, or its employees or representatives, causing harm or injury to any third person in relation to any matters involved under this Agreement. The Sub-Contractor shall cooperate to promptly supply the Contractor's program director with copies of the required policy or policies of insurance.

7. NON-DISCRIMINATION:

All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504, and all other applicable Federal, State and local laws, rules and regulations. In accordance therewith, no person shall be discriminated against, excluded from participation, be denied benefits, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

8. ASSIGNMENT OF DUTIES AND RESPONSIBILITIES BY SUB-CONTRACTOR:

No assignment or transfer of this agreement or any of the duties imposed hereunder may be made in whole or part without the written consent of the Contractor following public hearing and passage of appropriate resolution.

9. MODIFICATIONS, TERMINATION FOR CONVENIENCE:

No variation or modification of this agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized officers of both Contractor and Sub-Contractor. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so, except that Contractor may terminate this agreement immediately and without recourse if based upon probable cause of any breach of this agreement or any violation of applicable laws, rules or regulations on the part of the Sub-Contractor.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their duly authorized officers/representatives.

JASPER COUNTY, IOWA:

MERCYONE NEWTON MEDICAL CENTER:

Denny Carpenter, Chairperson,
Jasper County Board of Supervisors

Executive Director

Attest: _____
Dennis K. Parrott,
Jasper County Auditor

Resolution No. _____

Title VI Non-Discrimination Resolution
2019

BE IT RESOLVED by the Board of Supervisors of Jasper County,
Iowa, that Russell Stutt, the County Engineer of Jasper County, Iowa, be
and is hereby designated, as the Title VI Administrative Head and Pamela
Olson, Assistant to the Engineer, shall be and is hereby designated as the
Title VI Coordinator, authorized, and empowered on behalf of the Board of
Supervisors of Jasper County as the Title VI Non-Discrimination
representatives for the Secondary Roads Department.

AYES: _____

NAYS: _____

Approved this 25th day of June , 2019.

Dennis Carpenter
Chairman Board of Supervisors

Doug Cupples
Board of Supervisors

Brandon Talsma
Board of Supervisors

ATTEST: _____
Dennis Parrott
Jasper County Auditor

Resolution Number _____

Title VI Non-discrimination Policy Statement

The, Jasper County Board of Supervisors, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 .S.C. §§ 12101 et seq.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal-aid recipients, sub recipients and Contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements. The LPA's Coordinator, Pamela Olson , is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21. For the Jasper County Secondary Roads Department.

AYES: _____

NAYS: _____

Approved this 25th day of June, 2019.

Dennis Carpenter
Chairman Board of Supervisors

Brandon Talsma
Board of Supervisors

Doug Cupples
Board of Supervisors

ATTEST:

Dennis Parrott
Jasper County Auditor

Jasper County

PROCUREMENT POLICY

PURPOSE

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply.

APPLICATION

This policy applies to the procurement of all supplies, equipment, and construction and services of and for Jasper County that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with 2 CFR; Part 200. Chapter 26 and Section 331.341 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

POLICY

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

- A. Micro-Purchase Procedures 200.320(a)
 - i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67)
 - ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
 - iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable
- B. Small Purchase Procedures 200.320(b)
 - i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - \$250,000 (200.88)
 - ii. Price or rate quotations are to be obtained from an “adequate number” of qualified sources
- C. Sealed Bidding (formal advertising) 200.320(c)
 - i. Lowest priced, responsive, responsible, bidder WINS
 - ii. The preferred method for construction when sealed bidding is “feasible”, which is when certain conditions are present

- iii. Bids must be solicited from an “adequate number of known suppliers”, providing them sufficient response time before date for the opening of bids
- iv. Bids will be opened at the time and place prescribed in the invitation for bids
- v. Must publicly advertise the invitation for bids
- vi. Bids must be opened publicly
- vii. Other procedural requirements at 200.320(c)(2)

D. Competitive Proposals 200.320(d)

- i. Used when conditions are not appropriate for the use of sealed bids
- ii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded
- iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with *price* and other factors considered
- iv. Requests for proposals *must be publicized* and identify all evaluation factors and their relative importance
- v. Proposals must be solicited from an adequate number of qualified sources
- vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract

E. Noncompetitive Proposals 200.320(f)

- i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - a. **One Source:** the item is available only from a single source
 - b. **Exigency/Emergency:** an exigency or emergency will not permit a delay resulting from competitive solicitation
 - c. **Awarding Agency Approval:** the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity
 - d. **Inadequate Competition:** after the solicitation of a number of sources, competition is determined inadequate

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING (200.323)

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

- B. Jasper County shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. Jasper County shall make an independent estimate prior to receiving a bid or proposal.
- C. Jasper County shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, Jasper County must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

Jasper County shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(200.324)

(a) Jasper County must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) Jasper County must make available upon request, for the Federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) Jasper County's procurement procedures or operation fails to comply with the procurement standards in this Part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) Jasper County is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

(1) Jasper County may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified.

Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) Jasper County may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from Jasper County that it is complying with these standards. Jasper County must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

- A. Jasper County will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)
- B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.

C. Jasper County will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

No officer, employee, or agent of Jasper County shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer, or agent:

Any member of his/her immediate family;

His/her partner; or

An organization which employs, or is about to employ any of the above; has a financial or other interest in the firm selected for award.

Jasper County officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

To the extent permitted by federal, state, or local law or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against Jasper County's officers, employees, or agents.

Passed and adopted this ___25th___ day of ___June___, 2019.

Attest:

Dennis Carpenter
Chairman, Board of Supervisors

Dennis Parrott
County Auditor

Jasper County Fraud Reporting Policy

2 CFR Part 200
200.113 Mandatory disclosures.

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

If a County department or employee learns of a violation of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant, the department or employee must report the violation to:

Jasper County Attorney

The above named is/are responsible for reporting the violation to the relevant federal agency or pass-through agency in writing and in a timely manner.

Passed and adopted this __25th__ day of _____ June _____

Dennis Carpenter
Chairman, Board of Supervisors

Attest: Dennis Parrott
Auditor

Jasper County Conflict of Interest Policy

Resolution _____

In addition to State of Iowa, and Local codes, applicable to Conflict of Interest, the following policy, pertaining to Federal Funds shall be applicable.

Per 2 CFR Part 200.112 Conflict of Interest

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

And per 2 CFR Part 200.318 (c)(1) General Procurement Standards

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

To the extent permitted by federal, state, or local laws or regulations, violations of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against officers, employees, or agents.

Passed and adopted this __25th__ day of ____June____

Dennis Carpenter
Chairman of the Board of Supervisors

Attest: Dennis Parrott
Auditor

Resolution No. _____

**RESOLUTION TO
ESTABLISH A SPEED LIMIT
ON E 68th ST S and LEGION ST
IN BUENA VISTA TWP.**

Moved by _____, seconded by _____

to place a 35 MPH Speed Limit on Legion Street, beginning at the intersection of Lincoln Street and going north 2925 Feet at that point the speed shall increase to 45 MPH going north on Legion Street and E 68th Street S to the Intersection of S 28th Avenue E in Buena Vista Township.

AYES: _____

NAYS: _____

Approved this 25th day of June, 2019.

Dennis Carpenter

Brandon Talsma

Doug Couples

ATTEST:

Dennis Parrott
Jasper County Auditor

FOR ENGINEER USE ONLY:

Date Signs Erected: _____

Time: _____

Resolution No. _____

**RESOLUTION TO
ESTABLISH A SPEED LIMIT
ON S 28th AVENUE E
IN BUENA VISTA TWP.**

Moved by _____, seconded by _____

to place a 45 MPH Speed Limit on S 28th Avenue E, beginning 2,094 Feet west and north of the SE Corner Section 6-79N-18W and going east to the Intersection of County T 22 at the SE Corner of Section 2-79N-18W of Buena Vista Township.

A YES: _____

NAYS: _____

Approved this 25th day of June, 2019.

Dennis Carpenter

Brandon Talsma

Doug Couples

ATTEST: _____
Dennis Parrott
Jasper County Auditor

FOR ENGINEER USE ONLY:

Date Signs Erected: _____

Time: _____.



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Ricki Plummer
Phone: (800) 800-0019 ext. 75510
Fax: 603-683-1083
Email: ricki.plummer@connection.com

24826522.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/7/2019
Valid Through: 7/7/2019
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Ryan Eaton
Email: reaton@co.jasper.ia.us

Phone: (641) 792-0796
Fax: (641) 792-1053

QUOTE PROVIDED TO: AB#: 11834855 JASPER COUNTY, IOWA COURTHOUSE ACCOUNTS PAYABLE 101 1ST ST N STE 108 STE 108 NEWTON, IA 50208 (641) 792-0796	SHIP TO: AB#: 14060849 JASPER COUNTY, IA RYAN EATON 101 1ST STREET NORTH RM 108 NEWTON, IA 50208 (641) 792-0796
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	UPS Ground Commercial	66.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

Line#	Qty	Item#	Mfg Part#	Description	Mfg	Price	Ext	
1	24	36342619	KC2-00001	Surface Go Pentium Gold 4415Y 1.6GHz / 8GB / 128GB SSD / ac / BT / 4G LTE / 2xWC / 10" PS MT / W10P Microsoft Surface	Microsoft Surface	\$ 682.02	\$ 16,368.48	
Subtotal							\$	16,368.48
Fee							\$	0.00
Shipping and Handling							\$	0.00
Tax								Exempt!
Total							\$	16,368.48

QUOTE CONFIRMATION



DEAR RYAN EATON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KQFF089	5/15/2019	KQFF089	9161779	\$690.05

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Surface Go - 10" - Pentium Gold 4415Y - 8 GB RAM - 128 GB SSD</u> Mfg. Part#: KC2-00001 UNSPSC: 43211509 Contract: Microsoft Computer Equipment and Hardware Iowa (MNWNC-119 16184)	1	5340162	\$670.00	\$670.00
<u>Verizon Device Scan</u> Mfg. Part#: VZNRWLSACT UNSPSC: 81111511 Contract: MARKET	1	2591462	\$0.00	\$0.00
<u>Verizon 4G LTE 4FF Nano Sim Card</u> Mfg. Part#: DFILLSIM4FF-D UNSPSC: 43201415 Contract: MARKET	1	3288483	\$0.00	\$0.00
<u>Mobile Device SIM Card Installation (CDW Configuration Services)</u> Mfg. Part#: MOBSIMCARDINSTALL Contract: MARKET	1	3558560	\$20.00	\$20.00

PURCHASER BILLING INFO		SUBTOTAL	\$690.00
Billing Address: JASPER COUNTY COURTHOUSE INFORMATION SYSTEMS 101 1ST ST N STE 108 NEWTON, IA 50208-3273 Phone: (641) 792-0796 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.05
		SALES TAX	\$0.00
		GRAND TOTAL	\$690.05
	DELIVER TO Shipping Address: JASPER COUNTY COURTHOUSE INFORMATION SYSTEMS 101 1ST ST N STE 108 NEWTON, IA 50208-3273 Phone: (641) 792-0796 Shipping Method: UPS Ground (1- 2 day)		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G HAS CONTRACT INFORMATION

	Adam Weber		(877) 403-2544		adamweb@cdwg.com
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June 18, 2019

Tuesday, June 18, 2019 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Cupples to amend the agenda to include the topic of RSVP funding.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to approve the Recorder's Monthly Report of Fees Collected for the period beginning May 1, 2019 and ending May 31, 2019.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to set the following public hearing dates: July 2, July 9, and July 16, 2019 to be held in the Board Supervisors Room of the Jasper County Courthouse for ordinances creating Chapter 65, "Illegal Dumping" and the Prohibition of Nuisances within the County.

YEA: TALSMA, CUPPLES, CARPENTER

Buildings and Grounds Director Adam Sparks presented quotes to the Supervisors for a refrigerator at the Community Center and they are as follows:

TriMark Foodservice Equipment, Supplies & Design

Reach in Refrigerator

Hoshizaki Model No. CR2S-FS	\$3,190
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True Manufacturing Co. Inc. Model No. T-49-HC	\$4,200
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Traulsen Model G20010	\$4,250
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Motion by Talsma and seconded by Cupples to approve the purchase of a True Manufacturing Co. Inc. Model T-49-HC reach in refrigerator through TriMark Foodservice Equipment, Supplies & Design in the amount of \$4,200.

YEA: CUPPLES, CARPENTER, TALSMA

Sparks also presented to the Supervisors quotes for the purchase of 3 water heaters for the jail and the quotes are as follows:

Brooker Corporation	\$22,487
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Brookwood Inc.	\$24,940
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Warnick & Reeves Mechanical	\$24,868
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Motion by Talsma and seconded by Cupples to approve the purchase of 3 A.O. Smith natural gas water heaters for the jail from Brooker Corporation in the amount of \$22,487.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Talsma and seconded by Cupples to approve an Electric Line Easement between Jasper County and Interstate Power & Light Company in Sections 14 and 15 of Township 81, Range 20 in Jasper County, Iowa.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to approve a Memorandum of Understanding between Jasper County and Interstate Power and Light to install a 450 foot underground line extension to the Jasper County Conservation Property located at 2706 E 146th St N near Grinnell in exchange for an easement for IPL to install electric facilities for an underground crossing of the parking lot for Chichaqua Valley Trail in Baxter, Iowa.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for June 11, 2019.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to advance RSVP \$2,500 from the FY2019/2020 budget because of a shortfall that RSVP has in finishing the current fiscal year.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples and seconded by Talsma to adjourn the Tuesday, June 18, 2019 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER, CUPPLES

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman