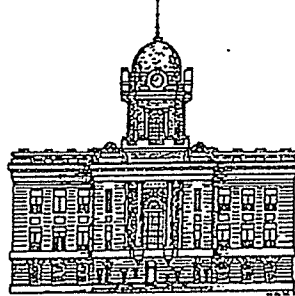


Jasper County, Iowa

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

September 17 2019

9:30 a.m.

Pledge of Allegiance

- Item 1 Secondary Roads – Russ Stutt
 - a) Supervisor Guidance of Department Procedures and Projects

- Item 2 Pete Buttigieg Campaign – Ben Osterlund
 - a) Use of Courthouse Lawn

- Item 3 Planning and Zoning – Nick Fratzke
 - a) 28E Agreement with City of Newton and Jasper County Regarding the Sharing of Substitute Building Inspection Services
 - b) Resolution Approving 28E Agreement Between Jasper County and the City of Newton

- Item 4 Recorder – Denise Allan
 - a) Approval of Recorder’s Monthly Report

- Item 5 Sheriff – John Halferty
 - a) Impaired Driving Countermeasures Grant
 - b) Mental Health Service for Sheriff’s Office

- Item 6 Approval of Claims for Period ending 9/17/2019

- Item 7 Approval of Board of Supervisors minutes for 9/6 & 9/10/19

- Item 8 Board Appointments

- Item 9 Building and Grounds
 - a) Jasper County Office Renovation

28E AGREEMENT

TO SHARE SUBSTITUTE BUILDING INSPECTION SERVICES

This agreement made and entered into by and between the City of Newton, Iowa hereinafter referred to as the City, and Jasper County, Iowa hereinafter referred to as the County.

In accord with Chapter 28E and other relevant sections of the Code of Iowa, the City and County enter into the following agreement regarding the sharing of substitute building inspection services.

The City and County have staff members that provide building inspections through each of their Community Development Departments to ensure the safe construction of structures within their respective jurisdiction. From time to time, the City of Newton Building Official, who performs building inspections within the City of Newton City Limits, and the Jasper County Community Development Director, who performs building inspections in Jasper County, may be out of the office for vacation or sick leave. It is advantageous for the City and the County to coordinate substitute inspection services across the jurisdictions to reduce cost for contract inspections services during those times when either inspector is out of the office and to build collaboration between the two jurisdictions.

1. This agreement will be effective until September 16, 2020.
2. The City and County inspectors will notify and coordinate with each other in advance of scheduled time off.
3. Inspections will be provided to the other jurisdiction, as scheduling allows. If either jurisdiction is unable to provide an inspection, it is understood that other arrangements may need to be made for the substitute inspection.
4. City and County staff will provide an inspection report to the other jurisdiction for substitute inspection performed.
5. City and County staff will track performed inspections and maintain an equal level service (number of inspections) over the course of the year.
6. No fees will be charged to the other jurisdiction for the provided inspection.

IN WITNESS WHEREOF, the City and County have set their hands for the purposes herein expressed on the dates indicated below.

By: _____

Chair, Jasper County Board of Supervisors

By: _____

Mayor, City of Newton

Date: _____

Date: _____

Attest: _____

Jasper County Auditor

Attest: _____

Newton City Clerk

RESOLUTION NO. 2019 – _____

**RESOLUTION APPROVING A 28 E AGREEMENT WITH CITY
OF NEWTON FOR MUTUAL SUBSTITUTE BUILDING
INSPECTIONS**

WHEREAS, the City of Newton and Jasper County provide building inspections for their respective jurisdictions; and

WHEREAS, the inspectors that conduct building inspections may be out of the office from time to time and substitute inspections are needed to maintain service; and

WHEREAS, it is advantageous for both the City of Newton and Jasper County to provide substitute inspections to each other, as scheduling allows, to reduce costs for contract inspection services and build a collaborative relationship between the two organizations;

NOW THEREFORE, BE IT RESOLVED by the Jasper County, Iowa Board of Supervisors, that the 28 E Agreement with the City of Newton for substitute building inspections is approved and that the Chairman of the Board of Supervisors is authorized to sign said agreement.

PASSED this _____ day of September, 2019.

APPROVED this _____ day of September, 2019.

Denny Carpenter, Chairman


ATTEST:

Dennis Parrott, Auditor

RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of August 1, 2019 through August 31, 2019, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: September 10, 2019

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$8,740.00</u>	
	(+) E-File Recording Fees	<u>\$4,500.00</u>	<u>\$13,240.00</u>
Copies	0001-1-07-8110-400000		<u>\$262.00</u>
Mailing Fees	0001-1-07-8110-425000		<u>\$23.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$830.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$280.00</u>	<u>\$1,110.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$2,715.90</u>	
	(+) E-File Trans Tax Fees	<u>\$790.60</u>	<u>\$3,506.50</u>
Over Payments	0001-4-07-0054-822000		<u>\$47.20</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$217.50</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$135.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$25.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$5.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$170.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$1,016.00</u>
Co ATV/UTV Permit	0001-1-07-8110-401300		<u>\$510.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$88.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$1.96</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$372.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$227.00</u>	<u>\$599.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$372.00</u>	
	(+) E-File E-Fees	<u>\$227.00</u>	<u>\$599.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u>\$0.45</u>
Total County Fee Collected for <u>August 2019</u>			<u>\$21,555.61</u>

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
1-01	Recording 0001-1-8110-4000-I	\$8,645.00	\$0.00	\$95.00	\$8,740.00	\$0.00	\$0.00	\$0.00	\$8,740.00
1-02	Recd Mgmt0024-1-8110-4140-	\$363.00	\$0.00	\$9.00	\$372.00	\$0.00	\$0.00	\$0.00	\$372.00
1-03	E-Fee 5300-1-0500-4160-77	\$363.00	\$0.00	\$9.00	\$372.00	\$0.00	\$0.00	\$0.00	\$372.00
2-00	Auditors 0001-1-9010-4100-07	\$810.00	\$0.00	\$20.00	\$830.00	\$0.00	\$0.00	\$0.00	\$830.00
3-01	Co Tran Tax0001-1-8110-4040	\$2,710.66	\$0.00	\$5.24	\$2,715.90	\$0.00	\$0.00	\$0.00	\$2,715.90
3-02	State Tran Tax	\$13,003.74	\$0.00	\$25.16	\$13,028.90	\$0.00	\$0.00	\$0.00	\$13,028.90
3-02	Copies 0001-1-8110-4000-07	\$262.00	\$0.00	\$0.00	\$262.00	\$0.00	\$0.00	\$0.00	\$262.00
*****	Account Group 01 Total *****	\$26,157.40	\$0.00	\$163.40	\$26,320.80	\$0.00	\$0.00	\$0.00	\$26,320.80
4-01	Marr Co 0001-1-8110-4170-07	\$32.00	\$0.00	\$56.00	\$88.00	\$0.00	\$0.00	\$0.00	\$88.00
4-02	Marriage License - State	\$248.00	\$0.00	\$434.00	\$682.00	\$0.00	\$0.00	\$0.00	\$682.00
4-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-04	Vitalcertco0001-1-8110-4130-C	\$916.00	\$0.00	\$100.00	\$1,016.00	\$0.00	\$0.00	\$0.00	\$1,016.00
4-05	Vital Cert State	\$2,519.00	\$0.00	\$275.00	\$2,794.00	\$0.00	\$0.00	\$0.00	\$2,794.00
4-06	Vital Pl Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 02 Total *****	\$3,715.00	\$0.00	\$865.00	\$4,580.00	\$0.00	\$0.00	\$0.00	\$4,580.00
1-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-00	Hunting & Fishing/Elisi	\$1,155.50	\$0.00	\$710.00	\$1,865.50	\$0.00	\$0.00	\$0.00	\$1,865.50
1-01	H&Fwf/Elisi 0001-1-8110-4030-	\$160.25	\$0.00	\$57.25	\$217.50	\$0.00	\$0.00	\$0.00	\$217.50
1-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-06	Boat Title Fee	\$100.00	\$0.00	\$35.00	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
1-07	Boat Lien Fee	\$20.00	\$0.00	\$5.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
1-08	Snow Title Fee	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
1-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-10	Atv Title Fee	\$115.00	\$0.00	\$15.00	\$130.00	\$0.00	\$0.00	\$0.00	\$130.00
1-11	Atv Lien Fee	\$40.00	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
1-12	Rsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
-13	Nrohu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-14	Nrsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-04	Atv/Orv T&L Co 00011811040'	\$155.00	\$0.00	\$15.00	\$170.00	\$0.00	\$0.00	\$0.00	\$170.00
-05	Snow T&L Co 001-1-8110-401-	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
-06	Bt Title Co 001-1-6110-4120-2:	\$100.00	\$0.00	\$35.00	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
-07	Bt Lien Co 0001-1-8110-4180-	\$20.00	\$0.00	\$5.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
-01	Use Tax	\$1,585.50	\$0.00	\$342.00	\$1,927.50	\$0.00	\$0.00	\$0.00	\$1,927.50
-02	la Sales Tax	\$4,101.60	\$0.00	\$495.00	\$4,596.60	\$0.00	\$0.00	\$0.00	\$4,596.60
-03	Local Option Tax	\$423.60	\$0.00	\$82.50	\$506.10	\$0.00	\$0.00	\$0.00	\$506.10
-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-05	Overpaymt 0001-4-0054-8220-	\$42.20	\$0.00	\$5.00	\$47.20	\$0.00	\$0.00	\$0.00	\$47.20
-06	Rwrs	\$1,930.30	\$0.00	\$612.45	\$2,542.75	\$0.00	\$0.00	\$0.00	\$2,542.75
-07	Mail Fee 0001-1-07-8110-425C	\$22.00	\$0.00	\$1.00	\$23.00	\$0.00	\$0.00	\$0.00	\$23.00
	***** Account Group 05 Total *****	\$9,980.95	\$0.00	\$2,415.20	\$12,396.15	\$0.00	\$0.00	\$0.00	\$12,396.15
-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-02	Payment	\$76.00	\$0.00	\$0.00	\$76.00	\$0.00	\$0.00	\$0.00	\$76.00
	***** Account Group 06 Total *****	\$76.00	\$0.00	\$0.00	\$76.00	\$0.00	\$0.00	\$0.00	\$76.00
-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-01	Fedtxsearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-01	Ciris-Standard Fee	\$0.00	\$0.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
-02	Ciris-Document Management I	\$0.00	\$0.00	\$227.00	\$227.00	\$0.00	\$0.00	\$0.00	\$227.00
-03	Ciris-Erecording Fee	\$0.00	\$0.00	\$227.00	\$227.00	\$0.00	\$0.00	\$0.00	\$227.00
-04	Ciris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-05	Ciris-Transfer Fee	\$0.00	\$0.00	\$280.00	\$280.00	\$0.00	\$0.00	\$0.00	\$280.00
-06	Ciris-Transfer Tax	\$0.00	\$0.00	\$4,583.20	\$4,583.20	\$0.00	\$0.00	\$0.00	\$4,583.20

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
*****	Account Group 08 Total *****	\$0.00	\$0.00	\$9,817.20	\$9,817.20	\$0.00	\$0.00	\$0.00	\$9,817.20
-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
-01	County Permits	\$300.00	\$0.00	\$210.00	\$510.00	\$0.00	\$0.00	\$0.00	\$510.00
*****	Account Group 12 Total *****	\$300.00	\$0.00	\$210.00	\$510.00	\$0.00	\$0.00	\$0.00	\$510.00
-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$40,229.35	\$0.00	\$13,470.80	\$53,700.15	\$0.00	\$0.00	\$0.00	\$53,700.15

Counts/Totals From 8/1/2019 Through 8/31/2019

Cash Total :	\$5,285.85	+
Check Total :	\$35,821.35	+
Other Pay Total :	\$13,470.80	+
Change Total :	\$877.85	-
Subtotal :	\$53,700.15	
Charge Total :	\$0.00	+
Grand Total :	\$53,700.15	

Number of Cash Payments :	158
Number of Check Payments :	408
Number of Change Payments :	79
Number of Charge Payments :	0
Number of Other Payments :	343
Number of Receipts :	863
Number of Voids :	40

Charge Information
Balance Forward Information
Number of Payments on Account : 2
Total Paid on Account : \$76.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	82	\$3,653.60
DIRECT DEPOSIT	243	\$9,817.20
Total :	325	\$13,470.80

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: Impaired Driving Countermeasures Grant,
PAP 20-405d-M6OT, Task 16-00-00

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Jasper County Sheriff's Office

FISCAL SUMMARY: Highway Safety Funded Amount: \$10,100.00

AGENCY/LAW/ SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 405d

DUNS #

Submit Reimbursement Claims To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

Issue Payment To:

Jasper County Sheriff's Office
2300 Law Center Drive
Newton, Iowa 50208

Submit Reports To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248
515-725-6122, FAX 515-725-6133

Transmit Contract Information To:

Sergeant Michael Gunsaulus
Jasper County Sheriff's Office
2300 Law Center Drive
Newton, Iowa 50208
641-792-5912, FAX 641-792-4202

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2020 Highway Safety Plan, Impaired Driving Countermeasures Grant 20-405d-M6OT, Task 16-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____ Date: _____

ISSUING AGENCY:

By Patrick J. Hoye Date: 9-9-19
Patrick J. Hoye, Bureau Chief

Effective Date: 10/01/19 Expiration Date: 09/30/20

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Jasper County Sheriff's Office (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 405d of the Fixing America's Surface Transportation Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

County of Jasper, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2020.
- 4.2 A cumulative final report due November 1, 2020 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Sheriff John Halferty, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Sergeant Michael Gunsaulus, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.

9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 405d of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.

9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

- d. *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - 1) Purchases shall receive prior written approval from DPS/GTSB and the NHTSA Regional Administrator. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - 2) Dispositions shall receive prior written approval from the Regional Administrator unless the equipment has exceeded its useful life as determined under State law and procedures.
 - 3) GTSB considers equipment purchased using federal funds to have a useful life expectancy of approximately 5 years unless documentation is provided to the contrary.

- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.

- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
 - 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Civil Rights Act - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being

made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

- 9.7 Buy America Act - The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 9.8 Political Activity (Hatch Act) - The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions - None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$10,100.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold

further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.616 applies to Impaired Driving Countermeasures Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Deputies to conduct 100 hours of directed overtime high-visibility enforcement.
- 11.8 Contract activities:
 - a. Conduct 100 overtime hours of planned high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB as high risk, including at least two nighttime multi-agency saturation projects. Strong consideration should be given to weekends and project hours between 6:00 p.m. and 3:00 a.m.
 - b. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors to reduce impaired driving.
 - c. Purchase two DPS-approved preliminary breath testers (PBTs) and one in-car video camera and utilize for impaired driving-related traffic enforcement.

11.9 Key dates:

- a. By November 15, 2019 and the 15th of each subsequent month through October 15, 2020, submit a monthly report as specified in Article 4.5.
- b. By July 31, 2020, receive one in-car video camera as specified in Article 11.8(c).
- c. By August 10, 2020, submit claim for expenses incurred through June 30, 2020.
- d. By November 1, 2020, submit an annual report as specified in Article 4.2.
- e. By November 15, 2020, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a. At least 100 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. Twelve public information activities conducted and reported.
- c. Two PBTs and one in-car video camera purchased and utilized.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 4,700.00
Equipment	
Two PBTs and one in-car video camera	<u>\$ 5,400.00</u>
TOTAL	\$ 10,100.00

Friday, September 6, 2019 the Jasper County Board of Supervisors met in special session at 2:30 p.m. Supervisors Talsma, and Carpenter present and accounted for; Chairman Carpenter presiding.

Motion by Talsma and seconded by Carpenter to enter into closed session in accordance with Iowa Code Section 21.5 (J) "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price that the governmental body would receive for the property....."

YEA: CARPENTER & TALSMA

The Board came back into open session.

Motion by Talsma and seconded by Carpenter to adjourn the Friday September 6, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER & TALSMA

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman

September 10, 2019

Tuesday, September 10, 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 authorize JEDCO to be the point of contact for any interested party wishing to purchase farmland owned by the County.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma and seconded by Cupples to amend the agenda for the installation of an electrical hookup on the Courthouse lawn.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to direct the Auditor to send out a reminder to all departments that a receipt must accompany the use of the County credit card. Failure to attach a receipt with the claim will result in the employee personally paying for the purchase.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma and seconded by Cupples to replace landowner driveways located along S. 76th Ave. W. of Prairie City, with concrete, as they were before road construction began.

YEA: CUPPLES, TALSMA, CARPENTER

Building and Grounds Director, Adam Sparks, presented to the Board quotes for replacing the furnace in the County Attorney's Office and they are as follows:

96% efficient furnace	Price	Price after rebate
Brooker Corporation	\$4,525	\$4,075
Brookwood Inc.	\$5,195	\$4,695
Warnick & Reeves Mechanical	\$4,768	\$4,268

Motion by Talsma and seconded by Cupples to approve the purchase & installation of an American Standard 96% Efficient Furnace from Brooker Corporation for the amount of \$4,075 after rebate.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Talsma to approve the Central Iowa Regional Tactical Team 28E Agreement between Jasper County and the Cities of Grinnell & Pella, Iowa.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Talsma and seconded by Cupples to adopt Resolution 19-72 accepting and approving the 2020 Living Roadway Trust Fund Grant in the amount of \$9,500 for the purchase of a Polaris Ranger XP1000 UTV for \$17,074. The County will add a \$7,574 match.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Cupples and seconded by Talsma to approve the purchase of a Polaris Ranger XP1000 UTV from Van Wall Equipment in the amount of \$17,074 for the Secondary Roads Department.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to adopt Resolution 19-73 approving Transfer Order # 1426 transferring \$15,000 from the JC Emergency Management Fund to the JC Emergency MGMT Hazmat Reserve and the JC EGMT Capital Equipment Reserve.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Cupples and seconded by Talsma to approve Board of Supervisors minutes for 08/31/2019 and 09/03/2019.

YEA: TALSMA, CUPPLES, CARPENTER

Motion by Talsma and seconded by Cupples to appoint Andrea Marsh to the Jasper County Animal Rescue League replacing Carol Diekama, term to expire 6/30/2020.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Talsma seconded by Cupples to authorize JEDCO to be the point of contact for any interested party wishing to purchase farmland owned by the County.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Talsma to accept the City of Newton's donation to the County to pay for the installation of an electrical hookup to be placed on the Courthouse lawn to be used by other groups and entities for special events. The City of Newton shall work with the County for placement of the electrical box. The electrical box shall be metered so that the users pay the electrical cost. The City of Newton is responsible for all fees associated with the use of the electrical hookup. Those people wishing to use the electrical hookup shall contact the City of Newton.

YEA: TALSMA, CUPPLES, CARPENTER

Individuals will still need to obtain approval from the County Board of Supervisors for use of the Courthouse lawn.

Motion by Talsma and seconded by Cupples to adjourn the Tuesday, September 10, 2019 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Denny Carpenter, Chairman



ARCHITECTS
ENGINEERS

September 13, 2019

Adam Sparks, Maintenance Supervisor
Jasper County
Jasper County Courthouse
101 1st Street N
Newton, IA 50208

Re: Jasper County Office Renovation - Programming
Amendment 01 to AIA B105 Agreement, Dated August 9, 2019
BBS Project #: 19034.01

Mr. Adam Sparks

BBS Architects Engineers is pleased to provide this proposal for programming services associated with the property located at 315 W 3rd Street N. Based upon our conversations with you, we understand that Jasper County is moving forward with the purchase of the above mentioned property. It is the desire of Jasper County to conduct meetings with the multiple county departments intending to occupy this property to determine the space needs of each and opportunity for relocation.

Programming Phase Services:

- Conduct initial meeting with Jasper County Supervisors and yourself to discuss potential departments which may relocate to this property. Review space needs previously collected for these departments.
- Conduct meetings with representatives from each of the County departments to review and confirm space needs and gain an understanding of operations for each.
- Summarize needs of each department into a Programming Report.
- Develop a conceptual fit plan for locating each of the departments within the property.
- Attend one additional meeting with supervisors to review the layout concept.

Programming Phase Fees, Not-to-Exceed: \$13,000

Thank you for the opportunity to provide continued services to Jasper County. If you should have any questions regarding this proposal, please feel free to contact me directly. If you are in agreement, please return one signed copy of this amendment to my attention.

Sincerely,

BBS Architects | Engineers

A handwritten signature in black ink that reads 'Matthew A. Cole'.

Matthew A. Cole, AIA
Partner

Denny Carpenter
County Supervisor