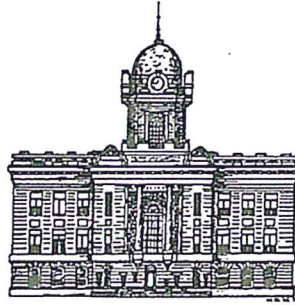


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

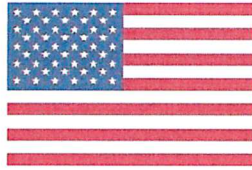
JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

June 23, 2020

9:30am

Pledge of Allegiance



- Item 1** **COOP Plan Deactivation, opening all departments under control of BOS to Business as usual**

- Item 2** **Congregate Meals – Kelli Van Manen**
 - a) Aging Resource of Central Iowa Contract Award

- Item 3** **Engineer – Russ Stutt**
 - a) Roadway Maintenance Agreement-Rock Creek State Park

- Item 4** **Approval of claims for period ending 06/23/2020**

- Item 5** **Approval Tobacco Permits**
 - a) Newton Izaak Walton League

- Item 6** **Approval of Board of Supervisors Minutes for 06/16/2020**

- Item 7** **Board Appointments**

PUBLIC INPUT & COMMENTS

Engineer Performance Evaluation - Closed Session in accordance with Iowa Code 21.5 (i)

The Next Scheduled Board of Supervisors Meeting will be held July 7th 2020 at 9:30am

**AGING RESOURCES OF CENTRAL IOWA
FY 2019 - 2020 CONTRACT AWARD
(July 1, 2020 - June 30, 2022)**

CONTRACTOR:

Jasper County Nutrition Program

Aging Resources'

SERVICE(S):

Title III / ES: Congregate & Home Delivered Nutrition

Award

\$117,000

This Agreement is made and entered into as a two (2) year contract between Aging Resources of Central Iowa, hereinafter referred to as the "Area Agency" and the agency shown above, hereinafter referred to as the "Contractor."

The Contractor and the Area Agency agree to the terms and conditions of the contract which include:

1. This Contract Award Cover Page
2. Contract Budget/Specification of Service Page(s)
3. Contract Conditions
Part I Conditions Applicable to Contracts of this Service Type
Part II Conditions Applicable to all Aging Resources' Contracts
4. Contract Authorized Signatures Page

In witness of this agreement, the parties have agreed to extend this contract beginning July 1, 2020 and ending June 30, 2022.

JASPER COUNTY NUTRITION PROGRAM	AGING RESOURCES
Project Manager / Date	Executive Director / Date
Authorized Official / Date	Board Chairperson / Date _____ Attest: Brandon Talsma, Chair _____ Dennis Parrott, Auditor

CONTRACTOR'S AUTHORIZED SIGNATURES

The following persons are authorized to sign program and fiscal reports for the Contractor:

Contractor's Official (Chairperson, President) :

Print Name	Signature	Date
------------	-----------	------

Contractor's Project Manager :

Print Name	Signature	Date
------------	-----------	------

Contractor's Accountant/Bookkeeper :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
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PART I: CONDITIONS APPLICABLE TO ALL NUTRITION CONTRACTS

Section 1.0 SCOPE OF SERVICE

- 1.1 The Contractor shall provide congregate nutrition, home-delivered nutrition, nutrition education, nutrition counseling, and other nutrition services, as appropriate, pursuant to their contract and Title III C of the Older Americans Act, as amended.
- 1.2 **Congregate Nutrition** A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal meets all the requirements of the Older Americans Act and State/Local laws. A unit of congregate nutrition is defined as one meal.
- 1.3 **Home Delivered Nutrition** service is described as provision of meals to eligible individuals at the consumer's place of residence. Funding for Home Delivered Nutrition under this contract requires all meals meet the requirements of the Older Americans Act and State/Local laws. A unit of home delivered nutrition is defined as one meal.
- 1.4 **NSIP Qualified Meal:** Meal count used to determine a states allotment under the OAA Title III, Part A (Section 311).
- A meal provided to a qualified individual in a congregate or group setting through a program that meets all of the criteria for payment using OAA funds.
 - Food source is domestically produced; and
 - Served to an eligible individual, i.e. a person who is qualified to receive services under the OAA as defined in Title III; and
 - Served to an eligible person who has NOT been means-tested for participation; and
 - Compliant with the nutrition requirements; and
 - Served by an eligible agency, i.e. has a grant or contract with a SUA or AAA; and
 - Served to a person who has an opportunity to contribute toward the cost of the meal.
- 1.5 **Nutrition Education** A targeted program provided monthly to all congregate and home delivered meal participants to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. A unit of nutrition education is defined as one session (typical sessions may be 15 minutes to 1 hour long) per consumer.
- 1.6 **Nutrition Counseling** A standardized service as defined by the Academy of Nutrition & Dietetics (AND) that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.
- 1.5 The Contractor and all staff will follow the nutrition program policies and procedures established in the Nutrition Program Policy Manual.

PART II: CONDITIONS STANDARD TO ALL TITLE III AND STATE AGING PROGRAMS CONTRACTS

Section 3.0 Contract Amount

- 3.1 The Contractor may receive, under this Agreement, funding not to exceed the amounts shown on the Contract Budget page. The source of funds (Title III or Iowa Aging Services) is shown on the Contract Budget page.
- 3.2 This contract does not restrict the Area Agency from contracting with other providers of similar services.
- 3.2 Payments under this Agreement are reimbursement for expenditures in accordance with the budget shown on the Contract Budget page.
- 3.3 **The amount of Area Agency funding to Contractors is subject to change due to decreases or increases in availability of federal or state funding.**
- 3.4 The total amount of this contract is the total of the Area Agency funding, required match and any over-match listed on the Contract Budget page. The total amount is subject to any and all funding restrictions which apply to the funding from the Area Agency.
- 3.5 Allowable Indirect Costs may not exceed 10% of the Contractor's Expenditure Budget.
- 3.6 Contractors who receive Title III funding from the Area Agency are required to provide matching funds from local sources in the following three-step match requirement.

<u>Year of Contract</u>	<u>Match Ratio</u>
1	75% - 25%
2	60% - 40%
3 & after	50% - 50%

Section 4.0 Designation of Project Manager

- 4.1 Project Manager - The Contractor agrees to assign the duties and responsibilities of Project Manager to the person identified as such on the cover page. The Project Manager is authorized by the Contractor to administer the terms and conditions specified in this Agreement or to negotiate, on behalf of the Contractor, any changes to this Agreement.

- 4.2 Modifications - The Contractor may change the person assigned the duties and responsibilities of Project Manager upon submission of the authorized signature form to the Area Agency.

Section 5.0 Personnel and Subcontracting

- 5.1 Aging Resources will not contract with any entity that is excluded from participation in Federal Health Care Programs. Providers and contracting entities are required to check the program exclusion status of individuals and entities prior to entering employment or contractual relationships. To determine whether an individual or entity is excluded search the HHS-OIG website at: <https://exclusions.oig.hhs.gov/>. An excluded individual or an entity employing or contracting with an excluded individual that submits a claim for reimbursement to federal health care program, or causes such a claim to be submitted, may be subject to civil money penalties and other damages for each item or service furnished during the period that the person or entity was excluded (section 1128A(a)(1)(D) of the Social Security Act).

Providers should search the HHS-OIG website to capture exclusions and reinstatements that have occurred since the last search. Claims paid for services rendered by an excluded individual or entity could be subject to repayment. Providers can search the HHS-OIG website by the name of any individual or entity. An additional listing of parties excluded from any federal payment is the Excluded Parties List System (EPLS) at <https://www.epls.gov/>. It is recommended that this listing be checked as well.

- 5.2 The Contractor will secure the necessary personnel to perform the work and services under this Agreement.
- 5.3 All of the work and services required in this contract will be performed by the Contractor and all personnel shall be fully qualified and authorized under state and local law to perform such services.
- 5.4 All personnel of the Contractor and any authorized subcontractors must be authorized to work in the United States in accordance with federal law.
- 5.5 Changes in ownership or key personnel ie. director, project manager must be reported to the Area Agency immediately.
- 5.6 The work or services required under this Agreement may be subcontracted only with written approval from the Area Agency. No work or services shall be performed under a subcontract, and no funds shall be expended under a subcontract until written approval has been obtained from the Area Agency. The Contractor shall assure that all provisions contained within this Agreement shall be required of subcontractors.

Section 6.0 Performance Standards

- 6.1 The Contractor shall maintain records supporting units of service reported to the Area Agency in a form prescribed or approved by the Area Agency.
- 6.2 If one or more of the following conditions are discovered to be present the Area Agency may give written notice to the Contractor of the specific item of substandard performance.
- 1 - a variance of 10% or more between the services performed and the expected level of service for the portion of the year which has passed,
 - 2 - excessive use of funds,
 - 3 - unsatisfactory performance or service
- 6.3 Correction of Performance - Within ten (10) working days of receipt of a correction notification, the Contractor will present a plan for corrective action including the date on which results of the corrective action may be expected, or to present reasons for modification of the goals or performance standards. Within ten (10) working days of the receipt by the Area Agency of the corrective action plan, the Area Agency shall approve or disapprove the plan.
- 6.4 Area Agency shall provide technical assistance as appropriate to meet the guidelines and mandates of this contract.
- 6.5 The Contractor shall perform a consumer satisfaction survey on an annual basis. The survey and the results will be made available to the Area Agency.

Section 7.0 Program Reporting

- 7.1 The Contractor shall register all participants for specified services which are funded in whole or in part by Older Americans' Act or State Aging Programs funding on client roster forms provided by the Area Agency. All participants served each month must be listed on the client roster. An "Aging & Disability Network Consumer Intake Form" must be completed and submitted for each client. **A new Intake Form is needed for each client each year.** If any Intake Forms are missing, the report may not be processed for payment until the forms are received in the Area Agency's office.
- 7.2 The specified contracted services that require an "Aging & Disability Network Consumer Intake Form" are:
Adult Day Care, Assisted Transportation, Chore, Congregate Meals, Health Promotion and Disease Prevention, Home-Delivered

Meals, Homemaker, Nutrition Education, Personal Care, and Transportation.

- 7.3 For Home-Delivered Meals and Congregate Meals, Contractors must have participants complete the Nutritional Risk Assessment portion of the Intake Form.

Section 8.0 Targeting of Services

- 8.1 The Contractor shall maintain a plan to target services to those with the greatest economic and social need, with special attention to minorities, low income, and low income minority individuals as defined by the Area Agency.
- 8.2 Contractors will also use outreach efforts that will identify individuals eligible for assistance with special emphasis on:
- older individuals residing in rural areas,
 - those with severe disabilities,
 - older individuals with limited English proficiency
 - individuals with Alzheimer's disease and related disorders
 - people at risk for institutional placement

The plan shall be implemented throughout the contract period.

- 8.3 The targeting plan shall include a narrative of the Contractor's plans for serving needs of target population groups and a projection of the number of persons age 60 and over who will be served in each of the following target groups:
- 1 -minority (contractors must project serving minority individuals)
 - 2 -low income - defined as Federal Poverty Level, (contractors must project serving low income individuals)
 - 3 -low income minority.
- 8.4 Each month Supportive Services Contractors will report to the Area Agency the new unduplicated persons served who are age 60 and over and who are in each target group.
- 8.5 The Area Agency will monitor and evaluate the implementation of the targeting plan in the regular contract review process. Contract funds may be withheld and corrective action required if the Contractor fails to make progress in implementing the targeting plan.
- 8.6 The Contractor shall make specific efforts to identify older Native Americans if there is a significant population living in its service area and inform such persons of services available under the Older Americans Act. All efforts and the result shall be documented in writing.

- 8.7 The Contractor will acknowledge the Area Agency as a funding source whenever promoting the program whether in writing or verbally.

Section 9.0 Funding and Method of Payment

- 9.1 Funds under this contract will be disbursed by the Area Agency to the Contractor for services provided through this contract. The maximum allowable reimbursement, outlined in this contract, is not to be considered an amount which will be granted unconditionally. The total amount of this contract shall not exceed the financial Agreement amounts as modified by mutual written Agreement as provided for in Section 25.0.
- 9.2 Monthly payments to the contractor will be based on the actual number of eligible units of services provided at the approved rate per unit. The Area Agency will make payment to the Contractor within 30 days of receiving the reimbursement report form. For Nutrition Contractors reported revenues and expenses must be of an equal dollar amount. NSIP funds will be allocated on the applicable per meal basis.
- 9.3 The Area Agency will provide the Contractor with forms for reporting units of service and expenditures for services provided under this contract.
- 9.4 All fiscal and programmatic reports, including all Client Intake forms, must be prepared and submitted each month by the 10th of the month following the month service was provided. The filing of incomplete reports or the late filing of reports will result in payments being withheld until the following month.
- 9.5 For all contracts, the final payment of contract funds will be made only after all reports for the contract period have been submitted and approved.

Section 10.0 Confidentiality And Program Income

- 10.1 The Contractor shall protect the anonymity and privacy of all project participants and shall hold in confidence information of a personal nature including but not limited to private information obtained in intake interviews and the amount contributed by participants.
- 10.2 The Contractor shall assure that no information about or obtained from an older individual is disclosed in a form that identifies the individual without that individual's informed consent.
- 10.3 The Contractor shall to the maximum extent possible, provide each elder with a free and voluntary opportunity to contribute to the cost of the service by prominently displaying or distributing a suggested contribution schedule which takes into consideration income ranges of eligible individuals in local communities.

The suggested contribution schedule will use federal poverty ranges, which will be provided by the Area Agency. Contractors will set the suggested contribution amount per income range for their service(s). The full unit cost will also be posted along with a statement that contributions are voluntary, and service will not be denied for those 60+ individuals who can not or will not contribute to the cost.

- 10.4 The Contractor shall utilize appropriate procedures to safeguard and account for all contributions, ensure against loss, mishandling, or theft.
- 10.5 Cash contributions, proceeds from fundraisers, and any other income generated through provision of services by the Contractor under this Agreement shall be defined as Program Income.
- 10.6 Accountability and Reporting - Any program income generated through the services of this Agreement shall be identifiable in the Contractor's accounting system. Program income shall be reported monthly to the Area Agency on the financial report form.
- 10.7 Use of Program Income - Program Income generated must be expended for the services under this Agreement and may be used as match for funds provided under this Contract.

Section 11.0 Obligation of Funds, Accounting Records, and Audits

- 11.1 Uses of Funds - The Contractor is responsible for assuring all funds, including matching funds, are spent and all program activities are performed in conformance with the contract. This includes all federal and/or state laws, rules, and regulations pertaining to cost and reporting standards.
- 11.2 Obligation of Funds - The Contractor shall have the authority to obligate and expend funds in this Agreement for the purposes specified and cannot delegate that authority to another. All funds must be expended during the fiscal period noted in this contract.
- 11.3 Accounting Records - The Contractor shall maintain records pertaining to expenses incurred and revenues acquired under this Agreement for which payment is claimed.
- 11.4 Reviews and Inspection - At any time during normal business hours and as frequently as is deemed necessary by the Area Agency, the Contractor shall make available to the Area Agency, or its designated representative, all of its records pertaining to all matters covered by this Agreement and permit the Area Agency to review, examine, make excerpts or transcripts from such records,

contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Agreement.

- 11.5 Audits - Each year, Contractors expending \$500,000 or more in Federal awards during the sub-recipient's fiscal year shall engage an independent auditor to audit the accounting and programmatic records of the program. This audit shall be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in the document, Government Auditing Standards, issued by the Comptroller General of the United States. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.

Contractors expending less than \$500,000 in federal funds shall provide the Area Agency with a copy of the financial audit which is conducted by the Contractor. Costs of such audits are not allowable costs and cannot be paid for with grant funds. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.

- 11.6 Audit Exceptions - The Contractor is responsible for any audit exceptions noted in subsequent audits resulting from the Contractor's action or lack thereof.
- 11.7 The contractor is solely responsible for the repayment of all unallowable or questioned cost identified by audit or by appropriate State and or Federal monitoring agencies.
- 11.8 Federal Funds Source - The Contractor shall provide their auditor with the following identification information from the Catalog of Federal Domestic Assistance (CFDA) which relates to any federal funds in their contract with the Area Agency. This information is necessary to determine the laws and regulations which apply to the contract as well as assessing compliance.

U.S. Department of Health and Human Services as passed through the Iowa Department on Aging and Aging Resources of Central Iowa.

Special Programs for the Aging - Title III	<u>CFDA Number</u>
Part B - Grants for Supportive Services & Senior Citizens	93.044
Part C - Nutrition Services	93.045
Part D - Disease Prevention & Health Promotion Services	93.043
Part E - Caregiver Support	93.052
Nutrition Services Incentive Program (NSIP)	93.053

-
- 11.9 The Area Agency and/or representatives of governmental bodies providing funding shall have free access to all facilities and personnel of or contracted by the Contractor during regular business hours for the purpose of monitoring and evaluating the performance of the services of the Contractor set forth in this

Agreement.

- 11.10 Retention of Records – All records in the possession of the Contractor pertaining to this Agreement shall be retained by the Contractor for a period of five (5) years from the end of the contract period. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. Records for nonexpendable property acquired under this Agreement shall be retained for a five (5) year period after the final disposition of property.
- 11.11 If the Contractor is a tax-exempt non-profit organization under IRS Code Section 501(c)(3), the Contractor will provide the Area Agency with a complete copy of its annual IRS Form 990. In accordance with IRS regulations, the copy must include all information furnished to the IRS on Form 990 as well as all schedules, attachments and supporting documents.

Section 12.0 Duration of Contract

- 12.1 Duration of Contract - The Contractor agrees to provide the services described in the Scope of Service during the contract period identified on the cover page of this Agreement.
- 12.2 Termination for Cause - The Area Agency may terminate or modify this Agreement in whole or in part, at any time before the date of completion, whenever the Area Agency determines that the Contractor has failed to comply with the conditions of the Agreement. The Area Agency shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date, which shall be at least thirty (30) days after such notice. If the Area Agency deems the conditions of noncompliance to be so serious that the thirty (30) day notice is impossible, impractical, or detrimental to the well-being of the Area Agency or recipients or participants, the thirty (30) day notice is not required. Payments made to the Contractor or recoveries by the Area Agency under Agreements terminated for cause shall be in accord with legal rights and liabilities of the parties. The Contractor may appeal a termination for cause, using the Area Agency grievance procedure for service provider or Contractor.
- 12.3 Termination for Convenience - Either the Area Agency or Contractor may terminate or modify this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds.
- 12.4 The Area Agency or the Contractor may terminate this Agreement providing a ninety (90) day notice to the other party.
- 12.5 Rights in Incomplete Products - In the event this Agreement is terminated, all finished or unfinished data, reports, materials, equipment or other items shall

become the property of the Area Agency at its option, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Program income and any other unexpended federal or state monies after the final audit generated from the services provided under this Agreement shall become the Area Agency's funds.

Section 13.0 Insurance and Benefits

- 13.1 The Contractor will provide adequate general liability insurance coverage for all actions of Contractors, its employees, agents or volunteers.
- 13.2 Every officer of the Contractor who is authorized or responsible for receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payments for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lesser of \$25,000 or the total amount of the contract.
- 13.3 Proof of both insurance and bonding must be available at the Contractor's office for review by the Area Agency. Failure to comply with this requirement will result in termination of the contract.

Section 14.0 Property Acquisition, Inventory and Maintenance

- 14.1 Property Acquisition - Property or equipment provided by the Area Agency for use of the Contractor and any property or equipment purchased utilizing federal or state funds under this Agreement shall remain the property of the Area Agency, unless specifically stated otherwise in writing by the Area Agency.
- 14.2 Property Inventory - An inventory of property provided by the Area Agency to the Contractor for use during the duration of this Agreement shall be maintained by the Contractor. The Contractor will maintain a perpetual inventory of all property and equipment purchased under this Agreement, a list of such property, except in kind Contractor property, as it is acquired. Property provided by the Area Agency or property purchased under this Agreement may not be disposed of by the Contractor without written authorization of the Area Agency.
- 14.3 Property Maintenance - Property and equipment acquired by the Contractor under Section 14.1 of this Agreement shall be utilized, maintained and accounted for in accordance with the provisions of this Agreement and in such a way as to allow ordinary wear and tear. Such property and equipment will be safeguarded and insured by the Contractor and any property or equipment lost, stolen or otherwise destroyed shall be replaced with comparable property or value by the Contractor.
- 14.4 Any facility housing a service will fully comply with all current federal, state or local health, fire, safety, sanitation, accessibility and licensure requirements.

Section 15.0 Nondiscrimination

- 15.1 The Contractor will comply with all federal and state discrimination laws, and in accordance with such laws, no person in the United States shall, on the grounds of age, race, creed, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation, gender identity, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Area Agency's Board of Directors also prohibits discrimination on the basis of sexual orientation.
- 15.2 The Contractor agrees to display posters containing its policies regarding non-discrimination, for employees and participants as well as grievance procedures.
- 15.3 Reports Regarding Discrimination - The Contractor will furnish information and reports regarding discrimination, as requested by the State of Iowa or the Area Agency.

Section 16.0 Grievance Procedures

- 16.1 The Contractor shall maintain written grievance procedures for prompt resolution of disputes with any participant. These procedures shall provide a hearing mechanism.
- 16.2 Grievance procedures for participants shall include reference to the Area Agency as an appeal body.

Section 17.0 Interest of Area Agency, Subcontractor, Officials and Others

No officer, member or employee of either party, and no public official of the governing body of the locality in which the project is situated or being carried out, who exercises any function or responsibilities to review or approve the project, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 18.0 Assignment of Interest

Neither this Agreement nor any interest therein nor claim there under shall be assigned or transferred by the Contractor to any other party or parties without the prior written approval of the Area Agency.

Section 19.0 Litigation - Hold Harmless

The Contractor agrees to pay the cost of any litigation arising from failure of the Contractor to comply with the rules and regulations in this Agreement or resulting from the negligence or incompetence of the Contractor affecting real property or personal interests carrying out the provisions of the Agreement or in exercising any power or authority granted to the Contractor thereby. There shall be no liability, personal or otherwise, upon the Area Agency. The Contractor shall indemnify, save and hold harmless the Area Agency, its agents, directors, and employees of and from any and all costs, including attorney's fees, 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 person due to any of the conditions mentioned in the first sentence of this paragraph or any accident or injury caused by the Contractor, its employees, agents, volunteers, or assignees.

Section 20.0 Disaster Responsiveness

The Contractor agrees to provide any assistance that might be deemed reasonable and appropriate by the Area Agency to areas outside its primary service area in the event of a disaster. The Contractor also agrees to accept assistance from other Contractors of the Area Agency in the event that a disaster strikes the Contractor's primary service area. An emergency situation or disaster may necessitate the shifting of funds from one activity to another or from one Contractor to another.

Section 21.0 Applicable Laws and Regulations

The Contractor agrees that it will comply with applicable Area Agency policies and procedures and applicable federal, state and local licensing laws and regulations, including but not limited to:

1. The Older Americans Act of 1965, as amended
2. Office of Management and Budget (OMB) Uniform Guidance – 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, Nondiscrimination on the basis of handicap)
4. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to nondiscrimination on the basis of race, color, religion, sex, age, disability or national origin)
5. Federal Freedom of Information Act 5 USC 552
6. The Code of Iowa – Chapter 231
7. Iowa Administrative Code – Chapter 17
8. Fair Labor Standards Act of 1938, as amended
9. Drug-Free Workplace Act of 1988 (Omnibus Drug Initiative Act of 1988)
10. Age Discrimination in Employment Act
11. Americans with Disabilities Act

12. Family Leave Act

Section 22.0 Promotion of Services

- 22.1 The Contractor shall publicize the availability of services in its service area by such means as are available, including but are not limited to: posters, brochures, flyers, electronic media, public service announcements and paid advertisements.
- 22.2 Publicity shall reflect the partnership between the Contractor and the Area Agency. The ways in which this is done will vary but will include specific mention in print media such as brochures, news releases, advertisements, public service announcements, and posters.

Section 24.0 Prohibition of Solicitation

No employee, organization or client shall engage in any solicitation of program participants for any purpose whatsoever during the normal course of business.

Section 25.0 Amendment or Modification of this Document

The Area Agency or the Contractor may, during the duration of this Agreement, deem it necessary to make alterations to the provisions of this Agreement. Any changes to the conditions of this Agreement must be mutually agreed upon by both the Area Agency and the Contractor and shall be incorporated into this Agreement through a written amendment signed by both the Area Agency and the Contractor. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Amendments initiated by the Contractor must be submitted in writing to the Area Agency thirty (30) days prior to the date the amendments take place.

Section 26.0 Agreement Coverage

This instrument contains the entire Agreement between the parties. Any statements, inducements or promises not contained herein shall not be binding upon said parties. This Agreement shall insure to the benefit of, and be binding upon the successors in office of the respective parties.

If any of the provisions herein shall be in conflict within the laws of the State of Iowa, or shall be declared to be invalid by any court of record of this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the laws and such remaining portion or portions of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of such Agreement were not contained herein.

FY21-22 Nutrition Services Budget, Clients, & Units of Service

Contractor: Jasper County Elderly Nutrition

Revenues	Budget
Title III C-1 Congregate	\$ 25,000
Title III C-2 HD	\$ 92,000
NSIP (USDA) Cash	\$ 59,500
Local Public Funds	\$ 237,530
Other Local Funds	\$ 5,000
Contributions-Cong	\$ 30,000
Contributions-HD	\$ 85,000
Total	\$ 534,030

Award: \$117,000

**NSIP will be \$0.85 per meal for FY21 will fill automatically after total eligible meals are calculated*

Expenditures	Budget
Personnel & Fringes	\$ 320,821
Premise Expenses	\$ 7,204
Travel/Training/Mtgs	\$ 41,746
Equipment	\$ 462
Supplies	\$ 924
Contractual	\$ -
Food Cash	\$ 161,627
Other Costs	\$ 1,246
Indirect Costs	\$ -
Total	\$ 534,030

*Total Revenues
must equal
Total Expenditures*



Meals to Be Provided	Congregate	Home-Delivered	Total
Eligible Meals	9,000	61,000	70,000
Cost per meal			\$ 7.63

Eligible Clients to Be Served	Congregate	Home-Delivered	Total
60+	100	371	471
60+ Low Income	55	131	186
60+ Minority	2	7	9
60+ Low Income Minority	1	3	4
60+ Rural	30	155	185
75+	70	300	370



ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Rock Creek State Park
 AGENCY _____
 COUNTY Jasper
 CITY _____

This written agreement made and entered into by and between Jasper County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Park roads in Rock Creek State Park

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
 Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).
- C. Party of the Second Part will perform the following routine maintenance:
 Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing;

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
 Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Not applicable
- C. Party of the Second Part will perform the following special maintenance:
 Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that

written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ 2,000.00 per lane mile per year.

Total lane miles 2.14 at \$ 2,000.00 per lane mile = \$ 4,280.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2020

Ending Date: 6/30/2021

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Jasper County Board of Supervisors
(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

Attest:

IOWA DEPARTMENT OF TRANSPORTATION

Dennis Parrott, Auditor

BY _____

District Engineer

(DATE)

Iowa Department of
REVENUE

FILED

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

2020 JUN 15 AM 10:45

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Izaak Walton League
Physical Location Address 889 Hwy F-36 W City Newton ZIP 50208
Mailing Address 889 Hwy F-36 W City Newton State IA ZIP 50208
Business Phone Number 641-792-1373

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing Address 889 Hwy F-36 W City Newton State IA ZIP 50208
Phone Number 641-792-1373 Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Ronald Ingle Name (please print) _____
Signature Ronald A Ingle Signature _____
Date 6/12/2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

June 16, 2020

Tuesday, June 16, 2020 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 Talsma presiding.

Motion by Cupples and seconded by Carpenter to amend the agenda to include and establish the position of Jasper County Animal Control Officer.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to amend the agenda to include a closed session pertaining to Iowa Code Section 21.5(j).

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to open a public hearing on a FY 2020 budget amendment.

YEA: CARPENTER, CUPPLES, TALSMA

Deputy Auditor Teresa Arrowood stated that the amendment was basically pass through money related to grants and capital projects.

Motion by Cupples and seconded by Carpenter to close the public hearing.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the FY 2020 budget amendment.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to move forward with a survey at the intersection of Lodge St., Railroad St., and Highway T-22.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Mental Health Advocate Memorandum of Understanding for CICS and Jasper County.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the purchase of a shared copier for General Assistance, Veterans Affairs and CICS and the Interlocal Cooperation Agreement.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the Recorder's Monthly Report of Fees Collected for the period beginning May 1, 2020 and ending May 31, 2020.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to approve a tobacco permit for Exit 173, Inc.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors minutes for 6/9/2020 and 6/11/2020.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to appoint Leland Groves to the Civil Service Commission term to end 06/30/2026.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adopt Resolution 20-35 to create the position of Jasper County Animal Control Officer.

YEA: CUPPLES, CARPENTER, TALSMA

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

Motion by Cupples 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 the governmental body would receive for that property.

YEA: CARPENTER, CUPPLES, TALSMA

The Supervisors came back into Open Session.

Motion by Cupples and seconded by Carpenter to direct the County Attorney to communicate an offer to JCARL for real estate.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, June 16, 2020 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman
