

# Jasper County, Iowa Board of Supervisors

PO Box 944, Newton, IA Phone: 641-792-7016 Fax: 641-792-1053

Denny Stevenson

Doug Cupples

Brandon Talsma

**November 7, 2023**

9:30 a.m.

[www.jasperia.org](http://www.jasperia.org)

Live Stream: <https://zoom.us/j/8123744948>

Meeting ID: 812 374 4948

Dial In: +1-646-931-3860

*-Anyone that has an item on the agenda must appear in person for the Board to consider it.-*

## Pledge of Allegiance



### Item 1 Public Hearing – Community Development – Kevin Luetters

- a) 3<sup>rd</sup> Reading for Sean Maher Requesting a Rezone for Parcel 01.11.400.015, from Agricultural (A) to Rural Residential (RR-1)

### Item 2 Veterans Affairs – Alyssa Wilson

- a) Resolution Supporting Operation Green Light for Veterans
- b) Approval of Veterans Affairs Quarterly Report for the 1<sup>st</sup> Quarter (2023-2024)

### Item 3 Sheriff – John Halferty

- a) Jasper County Medical Examiner/Investigator Appointment
- b) Approval of Sheriff's Quarterly Report – 1<sup>st</sup> Quarter Ending September 30, 2023
- c) Billing Service Agreement Between Jasper County Sheriff's Office EMS and Physicians Claims Company, Inc.

### Item 4 Human Resources – Dennis Simon

- a) Hiring Resolution for Emergency Management, Emergency Management Coordinator – Jamey Robinson
- b) Proposed 2024 County Holiday Schedule

### Item 5 IT – Ryan Eaton

- a) Request Pricing Updates to County Policy for Open Records Request

*Continue to Page 2*

**Item 6 Engineer – Mike Frietsch**

- a) Federal-Aid Funding Agreement (Phase 2 Hwy F-48 W Project) STP-S-C050 (144) –5E-50
- b) Supplemental Agreement for Additional Services #2 (Hwy F-48 W Resurfacing) – Snyder & Associates
- c) 2023 Weed Commissioner's Report
- d) Accept Bid Proposal from Oden Enterprises, Inc. for Steel to Replace Bridges B15 and S25
- e) Supplemental Agreement for Additional Services #1 (W 129<sup>th</sup> St S & S 96<sup>th</sup> Ave W) – Snyder & Associates

**Item 7 Eligible Applicants Certified by the Jasper County Civil Service Commission**

**Item 8 Jasper County Opioid Settlement Committee**

- a) Discover Hope 517
- b) Clearview Recovery
- c) Open Arms Foundation

**Item 9 Approval of Claims Paid through November 7, 2023**

**Item 10 Approval of Board of Supervisors Minutes for October 24, 2023**

**Item 11 Board Appointments**

**PUBLIC INPUT & COMMENTS**

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**After Regular Meeting:  
Work Session**

**Rezone Request**  
R-2023-008

**I, Sean Maher, request that the properties described as:**

Parcel # 01.11.400.015

Parcel "G" lying within the Southwest Quarter of the Southeast Quarter of Section Eleven, Township Eighty-one North, Range Twenty-one West of the Fifth P.M., Jasper County, Iowa, as appears in Plat of Survey recorded in 2017-00004408, in the Office of the Recorder of said County.

**Be rezoned from Agricultural to Rural Residential (RR-1)**

**We, the Jasper County Board of Supervisors, do approve the rezoning of the requested property and therefore do amend the Jasper County Zoning Map to reflect the change requested in the above petition.**

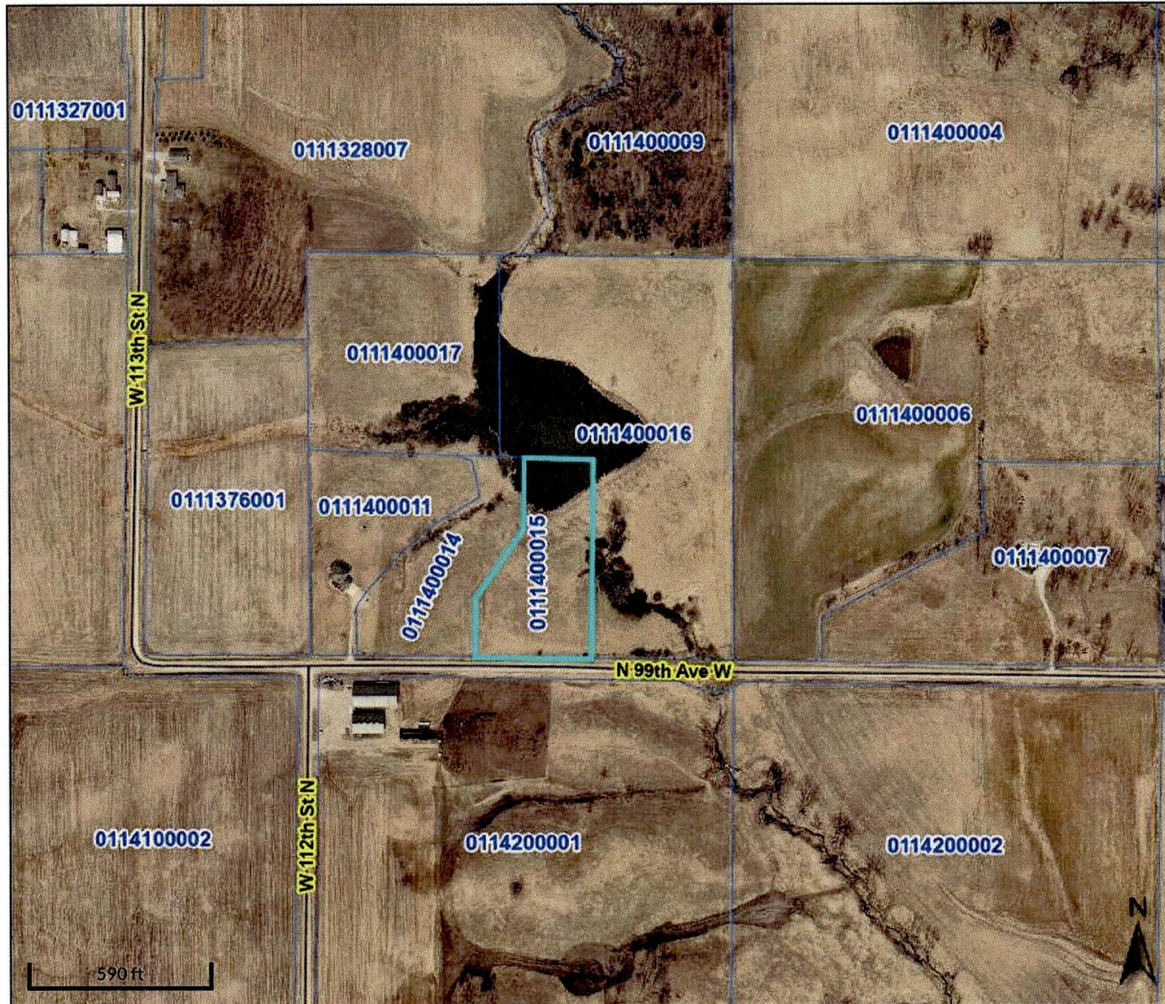
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
**Auditor**

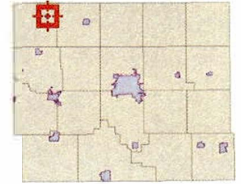
\_\_\_\_\_  
**Chairperson**



# Jasper County, IA



## Overview



## Legend

### Parcels

- Parcel
- BLL
- Corporate Limits
- Political Townships

### Roads

- Local
- Primary Highway
- Secondary Highway
- Other

<b>Parcel ID</b>	0111400015	<b>Alternate ID</b>	05100	<b>Owner Address</b>	MAHER, SEAN
<b>Sec/Twp/Rng</b>	11-81-21	<b>Class</b>	A		PO BOX 22
<b>Property Address</b>		<b>Acreage</b>	4.06		MINGO, IA 50168
<b>District</b>	CCBX7				
<b>Brief Tax Description</b>	SECTION:11 TOWNSHIP:81 RANGE:21 PARCEL G OF SW SE				
	(Note: Not to be used on legal documents)				

### Jasper County Data Disclaimer

#### Please Read Carefully

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The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

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JASPER COUNTY COMMUNITY DEVELOPMENT


CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division  
315 W 3<sup>rd</sup> ST N - #150 Newton, IA 50208 ph: 641-792-3084

R-2023-008

Sean Maher request that the following described parcel be rezoned from Agricultural "A" to Rural Residential "RR-1" to comply with Jasper County Ordinance #04E.

PARCEL #0111400015

Signed 

Date 9-27-23

Jasper County Zoning Commission recommends that this rezoning request ~~be~~ **not be** granted.  
4 Aye 0 Nay

  
Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this \_\_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_, a Notary Public in and for the State of Iowa, appeared \_\_\_\_\_ to me personally known to be the chairperson of the Jasper County Zoning Commission and that said Rezoning Request was signed by him/her on behalf of said Jasper County Zoning Commission. Witness my hand and Notary Seal the day and year above written.

\_\_\_\_\_  
- Notary in and for the State of Iowa

Jasper County, Iowa

# Land Evaluation and Site Analysis Summary Worksheet

Owner	Sean Maher
Legal Description	Section 11 Township 81 Range 21 Parcel G of SW SE
Location	Parcel #0111400015
Acres in Parcel	4.06
Date of Evaluation	8/31/2023
Evaluated By	Brett Jennings

	POINTS	X WEIGHT FACTOR	SUB TOTAL
<b>PART ONE (LAND EVALUATION)</b>			
1. Average Site Value	30.88	1	30.88
<b>PART TWO (SITE ASSESSMENT)</b>			
1. Viability of Site for Agricultural Use	1	3	3
2. Adjacent Use	10	2	20
3. Distance to State Regulated Livestock Production Facility	0	2	0
4. Distance from Access to Paved Road	0	1	0
5. Distance to Incorporated City Boundry	0	1	0
6. Distance to Municipal(Common) Water System	0	1	0
7. Distance to Municipal(Common) Sewer System	0	1	0
<b>TOTAL LESA SCORE</b>			<b>53.88</b>

LOW AG VALUE - Scores less than 125 points  
AVERAGE AG VALUE - Sores from 126-250 pts.  
HIGH AG VALUE - Scores higher than 251-362 pts.

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**LAND EVALUATION WORKSHEET #1**

Name Parcel 0111400015

CSR	LESA POINTS FOR EACH CSR	X	NUMBER OF ACRES FOR EACH CSR	=	WEIGHTED VALUE
90-100	100				
80-89	90				
70-79	80				
60-69	70		0.02		1.4
50-59	60				
40-49	50		2.09		104.5
30-39	40				
20-29	30				
0-19	10		1.95		19.5
TOTAL ACRES IN PARCEL			4.06		
TOTAL WEIGHTED VALUE					125.4
DIVIDED BY TOTAL NUMBER OF ACRES					4.06
EQUALS THE AVERAGE POINT VALUE FOR PARCEL*					30.88

\* TRANSFER THE AVERAGE SITE VALUE FOR THE PARCEL TO  
LINE 1 OF PART ONE ON THE LESA SUMMARY SHEET

# L and E valuation and S ite Analysis A

## SITE ANALYSIS - WORKSHEET #1

NAME Parcel # 0111400015

### VIABILITY OF SITE FOR AGRICULTURAL USE

*Check each item that applies*

PARCEL SIZE AND CONFIGURATION	Pts	X	Number of Acres	=	Weighted Value
< 5 acres Irregular	0				
< 5 acres Regular/Unbroken	1		4.06		4.06
≥ 5 but < 10 acres Irregular	2				
≥ 5 but < 10 acres Regular/Unbroken	3				
≥ 10 but < 20 acres Irregular	5				
≥ 10 but < 20 acres Regular/Unbroken	6				
≥ 20 but < 35 acres Irregular	7				
≥ 20 but < 35 acres Regular/Unbroken	8				
>35 acres Irregular	9				
>35 acres Regular/Unbroken	10				
TOTAL ACRES			4.06		
TOTAL WEIGHTED VALUE					4.06
DIVIDED BY THE TOTAL NUMBER OF ACRES					4.06
EQUALS THE AVERAGE WEIGHTED VALUE FOR PARCEL					1

Note: If a regularly shaped parcel is broken, by a man-made (railroad) or natural(stream) barrier that does not allow for continuous cultivation of the entire parcel, then estimate the size of each separate portion and enter it in the applicable category of the table.



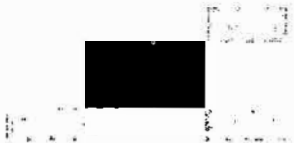


# Land Evaluation and Site Analysis

## SITE ANALYSIS - WORKSHEET #2

NAME \_\_\_\_\_

### USE ADJACENT TO SITE

BEGIN WITH 10 POINTS, DEDUCT POINTS ACCORDING TO THE FOLLOWING SCHEDULE:

	MAXIMUM POINTS <u>10</u>
Deduct 1 point for each diagonally adjacent property used similarly to requested use	<u>0</u>
	
Deduct 2 point for each laterally adjacent property used similarly to the requested use.	<u>0</u>
	
Deduct between 1 to 2 points for each partial laterally adjacent property used similarly to the requested use.	<u>0</u>
TOTAL DEDUCTIONS	<u>0</u>
TOTAL LESA POINTS	<u>10</u>

An "Ag Tolerance Easement" required if total deductions less than 4

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**SITE ANALYSIS - WORKSHEET #3**

NAME Parcel # 0111400015

Distance <sup>1</sup> to all applicable Livestock Production Facilities	PT	X	1 Facility Per Quad	=	Points Per Quad
Less than 1/4 mile	10				
> 1/4 but < 3/8 miles	9				
> 3/8 but < 1/2 miles	8				
> 1/2 but < 5/8 miles	7				
> 5/8 miles < 3/4 miles	6				
> 3/4 but < 1 miles	5				
> 1 but < 1-1/4 miles	4				
> 1-1/4 but < 1-1/2 miles	3				
> 1-1/2 but < 1-3/4 miles	2				
> 1-3/4 but < 2 miles	1				
> 2 miles	0		0		0

Total Points 0

<sup>1</sup> Distance is measured from the center of the subject property to the closet point of any building on a defined facility that houses livestock.  
 An "Ag Tolerance Easement" required if any one facility rated higher than 5  
 An "Ag Tolerance Easement" granted reduces all scores to zero

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**SITE ANALYSIS - WORKSHEET #4**

NAME \_\_\_\_\_

Distance from access to paved public road	Pts	X	D.U.P.A. <sup>1</sup> Factor	=	Total Points
> 2 miles	10				
> 1-3/4 but < 2 miles	9				
> 1-1/2 but < 1-3/4 miles	8				
> 1-1/4 but < 1-1/2 miles	7				
> 1 but < 1-1/4 miles	6		0		0
> 3/4 but < 1 miles	5				
> 1/2 but < 3/4 miles	4				
> 3/8 but < 1/2 miles	3				
> 1/4 but < 3/8 miles	2				
> direct access but < 1/4 miles	1				
Direct access	0				
<b>APPLICABLE POINTS</b>					<b>0</b>

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**SITE ANALYSIS - WORKSHEET #5**

NAME \_\_\_\_\_

Distance to Incorporated City Boundry	PTS	X	D.U.P.A. <sup>1</sup> Factor	=	Total Points
> 2 miles	10		0		0
> 1-3/4 mi. but ≤ 2mi.	9				
> 1-1/2mi. but ≤ 1-3/4mi.	8				
> 1-1/4 mi. but ≤ 1-1/2 mi.	7				
> 1 mi. but ≤ 1-1/4 mi.	6				
> 3/4 mi. but ≤ 1 mi.	4				
> 1/2 mi. but ≤ 3/4 mi.	3				
> 1/4 mi. but ≤ 1/2 mi.	1				
Adjacent to Less than 1/4mi.	0				
Applicable Points					0

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**SITE ANALYSIS - WORKSHEET #6**

NAME Parcel # 0111400015 \_\_\_\_\_

Distance to Municipal or Common Water System	Pts	X	D.U.P.A. <sup>1</sup> Factor	=	Total Points
> 1,320'	10				
> 990' but < 1,320'	9				
> 600' but < 990'	8				
> 500' but < 660'	7				
> 400' but < 500'	6				
> 300' but < 400'	4				
> 200' but < 300'	3				
> 100' but < 200'	2				
Less than 100'	1				
Adjacent to Site	0		0		0
<b>APPLICABLE POINTS</b>					<b>0</b>

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

Jasper County, Iowa

**L**and **E**valuation and **S**ite **A**nalysis

**SITE ANALYSIS - WORKSHEET #7**

NAME \_\_\_\_\_

Distance to Municipal or Common Sewer System	Pts	X	D.U.P.A. Factor	=	Total Points
> 1,320'	10		0		0
> 990' but ≤ 1,320'	9				
> 600' but ≤ 990'	8				
> 500' but ≤ 660'	7				
> 400' but ≤ 500'	6				
> 300' but ≤ 400'	4				
> 200' but ≤ 300'	3				
> 100' but ≤ 200'	2				
Less than 100'	1				
Adjacent to Site	0				
<b>APPLICABLE POINTS</b>					<b>0</b>

<sup>1</sup> Dwelling Units Per Acre	Factor
Single lot with D.U.P.A. less than 1	0
Minor subdivision with D.U.P.A less than 1	1
Major subdivision with D.U.P.A less than 1	3
Any lot or subdivision with D.U.P.A greater than 1	4

## Supporting Operation Green Light for Veterans

WHEREAS, the residents of Jasper County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Jasper County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Jasper County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Jasper County hereby declares from November 6th through the 12th, 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Jasper County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

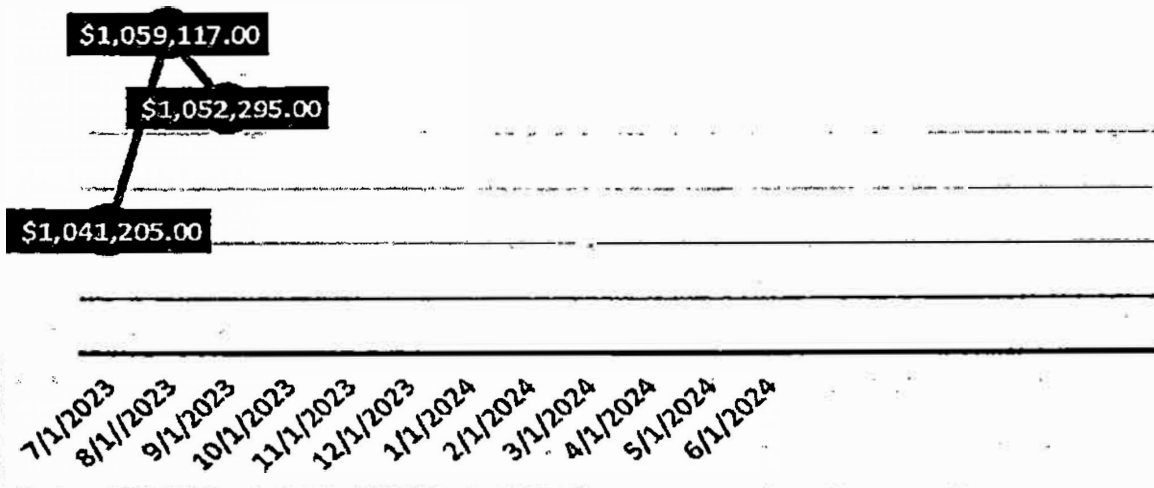
\_\_\_\_\_  
Brandon Talsma, Board Chairperson

\_\_\_\_\_  
Attest: Jenna Jennings, County Auditor

### First Quarter Report (FY 23-24)

DESCRIPTION	JULY	AUGUST	SEPTEMBER	Quarterly Totals
<b>Appointments</b>				
Schedule	33	55	46	134
Walk In	53	71	81	205
Home Visits	2	4	1	7
<i>Total</i>	<b>88</b>	<b>130</b>	<b>128</b>	<b>346</b>
<b>FEDERAL</b>				
Beneficiaries	730	732	724	N/A
Revenue	\$ 1,041,205.00	\$ 1,059,117.00	\$ 1,052,295.00	\$ 3,152,617.00
<b>COUNTY</b>				
Fin. Assistance	7	10	8	25
Grave markers	6	1	9	16
<i>Jasper Rides presented on separate page.</i>				

### Total Paid (Monthly)



Numbers in graph are provided by the Des Moines VARO. Decrease in numbers is due to death, reduction in benefits, or recipient leaving the county.



# Jasper County Ride VA

## Quarterly Report

1st Quarter FY24		July	August	September	Total
Iowa City	Number of Clients	1	3	1	
	Number of Rides	1	3	1	5

Des Moines	Number of Clients	4	7	6	
	Number of Rides	9	10	9	28

Newton	Number of Clients	1	2	0	
	Number of Rides	1	3	0	4

Other Locations	Number of Clients	4	1	2	
	Number of Rides	4	2	2	8

Total By Month	Number of Clients	10	13	9	
Total By Month	Number of Rides	15	18	12	45

Number of Drivers:	7	8	9
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Mileage Reimbursement	\$ 829.03	\$ 1,154.77	\$ 667.05	\$ 2,650.85
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**Jasmine Bailey | Jasper County**

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**Iowa State University Extension and Outreach**

**RSVP Volunteer Coordinator**

**Early Care and Education Coordinator**

550 N 2nd Ave W

Newton, IA 50208

[inbailey@iastate.edu](mailto:inbailey@iastate.edu)

641-787-3078

<https://www.extension.iastate.edu/jasper/>

**IOWA STATE UNIVERSITY**  
Extension and Outreach

# 1st Quarter FY 2023 – 2024

## July Expenses

Description	WHO	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
<b>Wages-Elected/Dept Head</b>			<b>\$4,690.91</b>						
Alyssa Wilson			\$2,272.64			7/5/2023	Salary		Alyssa Wilson
Alyssa Wilson			\$2,418.27			7/19/2023	Salary		Alyssa Wilson
<b>Wages - Part Time Assistant</b>			<b>\$2,546.45</b>						
Keith N. Thorpe			\$1,289.60			7/5/2023	Wages		Keith Thorpe
Keith N. Thorpe			\$1,256.85			7/19/2023	Wages		Keith Thorpe
<b>Wages-Vet Affairs Commission</b>			<b>\$150.00</b>						
Marta Ford			\$50.00				Attended 7/12/2023		Marta Ford
Fred Chabot			\$50.00				Attended 7/12/2023		Fred Chabot
Jerry Nelson			\$0.00				Attended 7/12/2023		
Ed Spangenburg			\$0.00				Absent 7/12/2023		
Sue Springer			\$50.00				Attended 7/12/2023		Sue Springer
<b>Office Supplies</b>			<b>\$368.00</b>						
Forbes Office Solution			\$368.00		7/7/2023	7/27/2023	(3) Ink Cartridges: Black, Magenta & Yellow		Forbes Office Solution
<b>Advertisement</b>			<b>\$198.00</b>						
Newton Daily News			\$112.00		6/30/2023	7/27/2023	Advertising		News Printing Company
Hometown Press			\$86.00		6/30/2023	7/27/2023	Advertising		Hometown Press
<b>Maint-Office/Computer Equip</b>			<b>\$106.87</b>						
The Shredder			\$48.00		7/17/2023	8/1/2023	Shredding Service		The Shredder
Premier Copier			\$31.56		6/21/2023	7/4/2023	Copier Contract		Premier Copier
Amazon			\$27.31		7/21/2023	7/27/2023	(1) Samsung Galaxy S23 Case w/ (2) Screen Protectors		Amazon
<b>Rent Payments</b>			<b>\$2,687.00</b>						
Amanda Allen	KM7721		\$800.00		7/7/2023	7/18/2023	Shelter (Rent)		Amanda Allen, Prairie City, Iowa
T&L Properties	VJ4780		\$905.00		7/14/2023	8/1/2023	Shelter (Rent)		T&L Properties, Granger, Iowa "Baxter Vet"
Super 8 Newton	GR9355		\$982.00		7/17/2023	8/27/2023	Shelter (Rent) "9 Nights" Widow of a Deceased Vet		Super 8 Newton
<b>Utilities (Electric)</b>			<b>\$567.98</b>						
Alliant Energy	LC8390		\$443.68		7/21/2023	8/1/2023	Utilities (Electric)		Alliant Energy
Alliant Energy	WS0222		\$124.30		7/31/2023	8/14/2023	Utilities (Electric)		Alliant Energy
<b>Other Transportation (RIDE)</b>			<b>\$975.31</b>					<b>Miles</b>	
								<b>1489.0</b>	
Tom Bringmann			\$248.90		7/14/2021	8/1/2023	Transport Veterans to Medical Appt June 2023	288.0	Jasper County Rides
Bud Langmaid			\$56.33		7/14/2023	8/1/2023	Transport Veterans to Medical Appt June 2023	86.0	Jasper County Rides
Jack Ayes			\$55.02		7/14/2021	8/1/2023	Transport Veterans to Medical Appt June 2023	86.0	Jasper County Rides
Don Goode			\$70.09		7/14/2023	8/1/2023	Transport Veterans to Medical Appt June 2023	107.0	Jasper County Rides
Bill Ehler			\$59.61		7/14/2021	8/1/2023	Transport Veterans to Medical Appt June 2023	91.0	Jasper County Rides
Diane Birchard			\$138.86		7/14/2023	8/1/2023	Transport Veterans to Medical Appt June 2023	212.0	Jasper County Rides
Bill Umbarger			\$39.96		7/14/2021	8/1/2023	Transport Veterans to Medical Appt June 2023	61.0	Jasper County Rides
Cindy Tabor			\$56.33		7/14/2023	8/1/2023	Transport Veterans to Medical Appt June 2023	86.0	Jasper County Rides
Ron Wickman			\$250.21		7/14/2021	8/1/2023	Transport Veterans to Medical Appt June 2023	382.0	Jasper County Rides
<b>Care-Grosses/Supplies</b>			<b>\$462.60</b>						
CSA Woodworking			\$462.60		6/6/2023	6/27/2023	(6) Flag Cases & Flag Corrugated Boxes		CSA Woodworking
<b>Fica-County Portion</b>			<b>\$543.32</b>						
<b>IPERS-County Portion</b>			<b>\$683.21</b>						
<b>Employee Group Insurance</b>			<b>\$1,810.61</b>						

\$4,080.23

Administrative Expenses				\$8,060.23
Transport Assistance	\$975.31	1489.0	Miles	
Shelter Assistance	\$2,687.00			
Food Assistance	\$0.00			
Utility Assistance	\$567.98			
Medical & Other Assistance	\$0.00			
Funeral Assistance	\$462.60			
Assistance Expenses				\$4,692.89
Outreach Expenses				\$0.00
Admin2 Expenses				\$3,037.14
<b>Monthly Operating Expenses</b>				<b>\$15,790.26</b>

State Allocation Fund Balance	\$7,453.86
Public Donation Fund Balance	\$2,602.54

Veteran Assistance		Veteran	
Food / Provisions 2949 - Fuel 3017	GR9255	\$150.00	
Food / Provisions 2950 - Fuel 3029	BJ9075	\$150.00	
Food / Provisions 2951 - Fuel 2835	ER0773	\$150.00	
Food / Provisions 2933 - Fuel 2851	JL1643	\$150.00	
Food / Provisions 2952 - Fuel 2847	TP1871	\$150.00	
Fuel 2663	DJ2418	\$50.00	
<b>Total</b>		<b>\$800.00</b>	
Utilities (Electric)	WS0222	\$124.30	
Shelter (Rent)	GR9355	\$982.00	
Utilities (Electric)	LC8390	\$443.68	
Shelter (Rent)	VJ4780	\$905.00	
Shelter (Rent)	KM7721	\$800.00	
(6) Flag Cases & Corrugated Boxes	Inventory	\$462.60	
Jasper County Rides	<b>Total June 2023</b>	<b>\$975.31</b>	
		<b>\$4,080.23</b>	

# 1st Quarter FY 2023 – 2024

## August Expenses

Description	WIFO	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
<b>Wages-Elected/Dept Head</b>			<b>\$7,254.81</b>						
Alyssa Wilson			\$2,418.27			8/2/2023	Salary		Alyssa Wilson
Alyssa Wilson			\$2,418.27			8/16/2023	Salary		Alyssa Wilson
Alyssa Wilson			\$2,418.28			8/30/2023	Salary		Alyssa Wilson
<b>Wages - Part Time Assistant</b>			<b>\$3,981.05</b>						
Keith Thorpe			\$1,278.90			8/2/2023	Wages		Keith Thorpe
Keith Thorpe			\$1,433.25			8/16/2023	Wages		Keith Thorpe
Keith Thorpe			\$1,278.90			8/30/2023	Wages		Keith Thorpe
<b>Wages-Vet Affairs Commission</b>			<b>\$150.00</b>				Monthly Meeting 8/2/2023		
Marta Ford			\$90.00			8/15/2023	Attended		Marta Ford
Fred Chabot			\$90.00			8/15/2023	Attended		Fred Chabot
Jerry Nelson			\$0.00				Attended		
Ed Seaneburg			\$0.00				Attended		
Sue Springer			\$90.00			8/15/2023	Attended		Sue Springer
<b>Office Supplies</b>			<b>\$305.44</b>						
Forbes Office Solutions			\$305.44		8/14/2023	9/27/2023	(2) Ink Cartridges / 8.5 X 11 Box of Paper / Post Notes		Forbes Office Solutions
<b>Advertisement</b>			<b>\$172.00</b>						
Newton Daily News			\$96.00		7/31/2023	8/27/2023	Advertising		News Printing Company
Hometown Press			\$76.00		7/31/2023	8/27/2023	Advertising		Hometown Press
<b>Employee Mileage/Meals</b>			<b>\$72.44</b>						
Alyssa A. Wilson			\$72.44		8/29/2023	9/12/2023	Employee Mileage 167.4 miles @ \$0.655 rate		Alyssa A. Wilson
<b>Educational/Training Serv</b>			<b>\$420.00</b>						
IACCVSO			\$420.00		8/10/2023	8/29/2023	CVSO & Commissioner Fall School 2023		IACCVSO
<b>Maint-Office/Computer Equip</b>			<b>\$111.12</b>						
The Shredder			\$80.00		8/14/2023	8/29/2023	Shredding Service		The Shredder
Premier Copier			\$31.56		7/19/2023		Service Contract		Premier Copier
Premier Copier			\$31.56		8/21/2023		Service Contract		Premier Copier
<b>Food/Provisions</b>			<b>\$1,000.00</b>						
Fareway			\$1,000.00		8/22/2023	8/27/2023	Food / Provisions (10) \$100.00 Grocery Cards 2908 thru 2917		Fareway
<b>Rent Payments</b>			<b>\$1,000.00</b>						
Integrity Properties	WJ4115		\$1,000.00		8/8/2023	8/29/2023	Shelter (Rent)		
<b>Mortgage Payments</b>			<b>\$1,000.00</b>						
Central Bank	DL9943		\$1,000.00		8/4/2023	8/15/2023	Shelter (Mortgage)		Central Bank, Jefferson City, MO.
<b>Utilities (Elec &amp; Gas)</b>			<b>\$445.32</b>						
MidAmerican Energy	04718		\$445.32		8/1/2023	8/15/2023	Utilities (Electric & Gas)		MidAmerican Energy
<b>Utilities (Electric)</b>			<b>\$152.63</b>						
Alliant Energy	WS0222		\$152.63		8/29/2023	9/12/2023	Utilities (Electric)		Alliant Energy
<b>Water Payments</b>			<b>\$197.67</b>						
Newton Waterworks	SH4025		\$197.67		8/31/2023	9/12/2023	Utilities (Water)		Newton Waterworks
<b>Other Transportation (RIDE)</b>			<b>\$829.04</b>					<b>Miles 1265.7</b>	
Jack Ayres			\$80.26		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	92.0	Jasper County Rides
Tom Bringmann			\$72.05		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	110.0	Jasper County Rides
Bruce Coyle			\$63.34		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	96.7	Jasper County Rides
Bruce Masch			\$51.75		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	75.0	Jasper County Rides
Cindy Tabor			\$43.23		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	66.0	Jasper County Rides
Bill Umbarger			\$221.39		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	338.0	Jasper County Rides
Ren Wickman			\$817.69		8/14/2023	8/29/2023	Transport Veterans to Medical Appt July 2023	484.0	Jasper County Rides
<b>Fica-County Portion</b>			<b>\$849.87</b>						
<b>IPERS-County Portion</b>			<b>\$1,061.61</b>						
<b>Employee Group Insurance</b>			<b>\$1,810.61</b>						

<b>Administrative Expenses</b>						<b>\$12,476.87</b>
Transport Assistance	\$829.04	1265.7	Miles			
Shelter Assistance	\$2,000.00					
Food Assistance	\$1,000.00					
Utility Assistance	\$795.62					
Medical & Other Assistance	\$0.00					
Funeral Assistance	\$0.00					
<b>Assistance Expenses</b>						<b>\$4,624.66</b>
<b>Operating Expenses</b>						<b>\$0.00</b>
<b>Admin2 Expenses</b>						<b>\$3,722.19</b>
<b>Monthly Operating Expenses</b>						<b>\$30,823.72</b>

<b>Veteran Assistance</b>						<b>\$12,476.87</b>
Food / Provisions 2934 - Fuel 2675	04718					\$150.00
Fuel - 2713	WJ4115					\$50.00
Food / Provisions 2935	MW5458					\$100.00
Food / Provisions 2936 - Fuel 2725	SO3502					\$150.00
Food / Provisions 2937 - 2938 Fuel 2736	AA1167					\$250.00
Food 2939	SH4025					\$100.00
<b>Total</b>						<b>\$800.00</b>
<b>Utilities (Water)</b>	SH4025					\$197.67
<b>Utilities (Electric)</b>	WS0222					\$152.63
<b>(10) \$100.00 Grocery Cards 2908 thru 2917</b>	fareway					\$1,000.00
<b>Shelter (Rent)</b>	WJ4115					\$1,000.00
<b>Utilities (Electric &amp; Gas)</b>	04718					\$445.32
<b>Shelter (Mortgage)</b>	DL9943					\$1,000.00
<b>Jasper County Rides</b>						\$829.04
<b>Total July 2023</b>						<b>\$4,624.66</b>

<b>State Allocation Fund Balance</b>						<b>\$7,453.85</b>
<b>Public Donation Fund Balance</b>						<b>\$2,602.54</b>

# 1st Quarter FY 2023 – 2024

## September Expenses

Description	WFO	Code	Total \$	Miles	Date of Request	DATE of Check	What for?	Miles	Who Paid
<b>Wages - General / Dept Head</b>			<b>\$4,836.54</b>						
Alyssa Wilson			\$2,418.27			9/13/2023	Salary		Alyssa Wilson
Alyssa Wilson			\$2,418.27			9/27/2023	Salary		Alyssa Wilson
<b>Wages - Part Time Assistant</b>			<b>\$2,866.50</b>						
Keith Thorpe			\$1,300.95			9/13/2023	Wages		Keith Thorpe
Keith Thorpe			\$1,565.55			9/27/2023	Wages		Keith Thorpe
<b>Wages-Vet Affairs Commission</b>			<b>\$150.00</b>				Monthly Meeting 9/13/2023		
Marta Ford			\$50.00		9/13/2023		Attended		Marta Ford
Fred Chabot			\$50.00		9/13/2023		Attended		Fred Chabot
Jerry Nelson			\$0.00				Attended		
Ed Spangenburg			\$0.00				Attended		
Sue Springer			\$50.00		9/13/2023		Attended		Sue Springer
<b>Office Supplies</b>			<b>\$195.82</b>						
Forbes Office Solutions			\$195.82		9/21/2023	9/27/2023	(2) Black Ink Cartridges		Forbes Office Solutions
<b>Advertisement</b>			<b>\$198.00</b>						
Newton Daily News			\$112.00		8/31/2023	9/27/2023	Advertising		News Printing Company
Hometown Press			\$86.00		8/31/2023	9/27/2023	Advertising		Hometown Press
<b>Maint-Office/Computer Equip</b>			<b>\$399.67</b>						
The Shredder			\$48.00		9/11/2023	9/26/2023	Shredding Service		The Shredder
Premier Copier			\$31.56		9/20/2023		Copier Contract		Premier Copier
UScellular			\$320.11		9/5/2023	9/27/2023	VA Office Cell Phone		UScellular
<b>Food/Provisions</b>			<b>\$1,000.00</b>				Food / Provisions		
Fareway			\$1,000.00		9/7/2023	9/27/2023	(10) \$100.00 Grocery Cards		Fareway
<b>Mortgage Payments</b>			<b>\$621.18</b>						
FNNB		WK1742	\$621.18		9/27/2023	10/10/2023	Shelter (Mortgage)		FNNB
<b>Utilities (Electric)</b>			<b>\$266.50</b>						
Alliant Energy / IPL		RL6335	\$127.66		9/12/2023	9/26/2023	Utilities (Electric)		Alliant Energy / IPL
Alliant Energy / IPL		LM6464	\$138.84		9/22/2023	10/10/2023	Utilities (Electric)		Alliant Energy / IPL
<b>Natural Gas Payments</b>			<b>\$217.90</b>						
Black Hill Energy		LM6464	\$217.90				Utilities (Natural Gas)		Black Hills Energy
<b>Other Transportation (RIDE)</b>			<b>\$1,154.78</b>					<b>1,763.0</b>	
Don Goode			\$153.93		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	235.0	Jasper County Rides
Jack A Yres			\$53.71		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	82.0	Jasper County Rides
Bill Ehler			\$205.67		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	314.0	Jasper County Rides
Grace Miller			\$95.63		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	146.0	Jasper County Rides
Sherman Swank			\$81.88		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	125.0	Jasper County Rides
Ron Wideman			\$382.52		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	584.0	Jasper County Rides
Bill Umbarger			\$181.44		9/16/2023	9/26/2023	Transport Veterans to Medical Appt August 20223	277.0	Jasper County Rides
<b>Fica-County Portion</b>			<b>\$578.95</b>						
<b>IPERS-County Portion</b>			<b>\$727.16</b>						
<b>Employee Group Insurance</b>			<b>\$1,810.61</b>						

<b>Administrative Expenses</b>			<b>\$8,646.53</b>
Transport Assistance	\$1,154.78	1763.0	Miles
Shelter Assistance	\$621.18		
Food Assistance	\$1,000.00		
Utility Assistance	\$484.40		
Medical & Other Assistance	\$0.00		
Funeral Assistance	\$0.00		
Assistance Expenses			\$3,260.36
Outreach Expenses			\$0.00
Admin2 Expenses			\$3,116.72
<b>Monthly Operating Expenses</b>			<b>\$15,023.61</b>

<b>Veteran Assistance</b>			<b>\$8,646.53</b>
Food / Provisions 2908 - 2909 Fuel 2748	EL2597		\$250.00
Food / Provisions 2911, 2912, 2914 & 2915	AA1167		\$400.00
Food / Provisions 2910 Fuel 2752 - 9033	PJ5574		\$200.00
Fuel 2686 - 9119	CW3407		\$100.00
Food / Provisions 2913 - Fuel 9122	RL6335		\$150.00
Food / Provisions 2916 - Fuel 9107	TP1871		\$150.00
Food / Provisions 2917 Fuel 9095	LM6464		\$150.00
<b>Food / Provisions &amp; Fuel</b>	<b>Total</b>		<b>\$1,400.00</b>

<b>State Allocation Fund Balance</b>	<b>\$7,453.86</b>
<b>Public Donation Fund Balance</b>	<b>\$2,602.54</b>

Shelter (Mortgage)	WK1742	\$621.18
Utilities (Electric & Natural Gas)	LM6464	\$356.74
Utilities (Electric)	RL6335	\$127.66
Jasper County Rides	tal August 20	\$1,154.78
(10) \$100.00 Grocery Cards	Inventory	\$1,000.00
<b>Total</b>		<b>\$3,260.36</b>











**JASPER COUNTY SHERIFF'S OFFICE**



*Serving Jasper County Since 1846*

*Sheriff*  
John R. Halferty  
2300 Law Center Drive  
Newton, Iowa 50208

Office (641) 792-5912  
Fax (641) 792-4202

*Chief Deputy*  
Duane Rozendaal

October 23, 2023

To: Jasper County Board of Supervisors

Re: Jasper County Medical Examiner/Investigator appointments

Dr. Phil Clevenger was appointed as Jasper County Medical Examiner in March 2010. Dr. Clevenger has indicated he is retiring. Dr. Clevenger has requested that Dr. Patrick Edwards be appointed as Jasper County Medical Examiner. Dr. Steve Hill and Dr. Sarah Florence have agreed to be appointed as Deputy Medical Examiners.

Retired Sheriff Mike Balmer, Sheriff John Halferty, Chief Deputy Duane Rozendaal and Newton Fire Marshal Jacob Halferty have all been appointed as Medical Examiner Investigators by Dr. Clevenger and the Board.

In addition, we would also request that Jasper County Sheriff's Office Lt. Mike Gunsaulus be appointed as a medical examiner investigator. Lt. Gunsaulus has completed the required Medicolegal Death Investigators Training as required.

We would respectfully request that you consider appointing the above individuals. If you have any questions or concerns, please contact Dr. Clevenger or me.

Sincerely,

Dr. Phil Clevenger

John R. Halferty, Sheriff

**JASPER COUNTY SHERIFF'S  
REPORT OF RECEIPTS AND DISBURSEMENTS  
For the 1st Quarter Ending**

Item 3b  
November 7, 2023

September 30, 2023  
**JUL-AUG-SEP**

**FY: 2023-2024  
QTR: 1st**

**RECEIPTS:**

Fees	\$	35,246.02
Mileage	\$	11,979.01
Miscellaneous to Treasurer	\$	117,710.47
<hr/>		
Board/Care Prisoners	\$	97,680.00
Work Release & Prisoner Reimb	\$	4,614.03
C/W Permits County	\$	2,920.00
Purchase Permits	\$	200.00
DARE Trust Fund	\$	-
DARE Reimbursement	\$	-
Miscellaneous	\$	923.31
Sex Offender Registry	\$	375.00
Prisoner's Phone	\$	8,755.43
K-9	\$	-
In House Detention	\$	720.00
<hr/>		
Drug Task Force Reimbursement	\$	-
Tobacco Compliance Checks	\$	-
Forfeiture Money	\$	-
Concessions/Comm	\$	-
<hr/>		
Overpayment-\$5 or less	\$	11.85
Donations - Reserve Deputy	\$	-
Inmate Medical Reimbursement	\$	1,510.85
Motor Vehicle Inspection Fee	\$	-
Miscellaneous Trusts	\$	127,523.90
C/W Permits to State IDPS	\$	730.00
Condemnations	\$	-
Sheriff's Sale	\$	272,763.57
<b>APPLIED RECEIPTS for the Qtr TOTAL</b>	<b>\$</b>	<b>565,952.97</b>
	\$	150.00
<b>{DEPOSITS FOR THE QTR}</b>	<b>\$</b>	<b>566,102.97</b>

**DISBURSEMENTS:**

County Treasurer Receipts	\$	164,935.50
Clerks of Court	\$	48,657.02
Garnished Funds (other)	\$	-
C/W Permits to IDPS	\$	730.00
Miscellaneous Trusts	\$	62,937.45
Sheriff's Sale	\$	272,763.57
MT Disbursed	\$	18,595.41

**\*\* DISBURSEMENTS for the QTR TOTAL \$ 568,618.95**

JASPER COUNTY AUDITOR

OCT 26 AM 9:29

<b>BALANCE ON HAND BEGINNING OF QUARTER</b>	\$	7,256.96
<b>Total Receipts</b>	\$	566,102.97
<b>Total Disbursements</b>	\$	568,618.95
<b>BALANCE ON HAND END OF QUARTER</b>	\$	4,740.98

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 23<sup>rd</sup> day of October, 2023.

  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by Julie P. Dadds

## **BILLING SERVICES AGREEMENT**

This Service Agreement (the "Agreement") is made between **Jasper County Sheriff's Office EMS** ("CLIENT"), and Physicians Claims Company, Inc. ("PCC"). This Agreement will be effective for Services (as defined below) beginning on the **1<sup>st</sup> day of November 2023** (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Schedules, CLIENT and PCC (collectively referred to herein as "Parties" and individually as "Party") agree as follows:

1. **Services.** PCC will use commercially reasonable efforts to obtain reimbursement for CLIENT's charges for all clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable as more fully described in Exhibit 1, annexed hereto and incorporated herein by reference (the "Services"). During the term of this Agreement, PCC will be the exclusive provider of Services to CLIENT.
2. **Term.** The initial term of this Agreement will be **three (3) years** (the "Initial Term") from the Effective Date. This Agreement will automatically renew for successive additional two (2) year terms, unless either party gives the other written notice at least ninety (90) days before the end of the then current term. Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within ninety (90) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; PCC becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, insolvent or files for bankruptcy protection, or as otherwise specified herein.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay PCC, a Base Fee of **10.0%** per month of net collections (the "Base Fee").

- a) Net collections shall be defined as the total sum of all monies collected by PCC for all medical services rendered by CLIENT, less amounts refunded or credited to patient or third party payer as a result of overpayments, erroneous payments or bad checks.
- b) Notwithstanding the foregoing, in the event that:
  - i. CLIENT fails to disclose to PCC, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by PCC; or
  - ii. CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like),

PCC may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), PCC shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be deemed amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the Adjustment Proposal or the parties have not otherwise agreed as to an adjustment to the Base Fee, PCC may terminate this Agreement on ninety (90) days advance written notice. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.

- c) In addition to the Base Fee, CLIENT will reimburse PCC for the following ("Additional Fees"):
  - i. If requested by CLIENT, Provider enrollment services at the rate:

1. **\$650.00 per each bank change required to change the direction of payments from a current bank account to a new bank account.**
  2. **\$650.00 per each new, revalidation, change or termination 855b Medicare enrollment application.**
  3. **\$400.00 per each BCBS application**
  4. **\$300.00 per each state Medicaid enrollment and revalidation applications; \$200 per each commercial insurance enrollment application.**
- ii. Upon CLIENT request, PCC shall have responsibilities for CLIENT's claims with dates of service prior to the Effective Date only when it has been determined that they were not previously billed and/or not correctly billed and PCC thereafter billed and/or re-billed/re-submitted them.
  - iii. A reasonable per-hour claims processing charge where CLIENT, after written notice from PCC, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").
  - iv. CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from PCC. Fees not timely paid will bear interest at the rate of fifteen percent (15%) per year or the maximum rate allowed by law, if less.
  - v. Notwithstanding any term or provision hereof to the contrary, PCC will have the right to terminate this Agreement immediately if CLIENT fails to timely pay any PCC Invoice where the amount due, as determined by Paragraph 3 of this agreement, is not disputed, if such payment(s) is not made within ten (10) days of the mailing by PCC of written notice of such default to CLIENT. PCC may also, in its sole discretion, decline to provide the wind-down services specified in Paragraph 8(A) – (E), herein and cease Services until and unless all Base Fees, Additional Charges, and interest, as provided for herein are paid in full.
4. **Bank Account** If requested by CLIENT and agreeable to PCC, a bank account will be maintained in the name of CLIENT at a bank approved by CLIENT and acceptable to PCC ("CLIENT ACCOUNT") and all cash receipts will be deposited daily into the bank account by PCC, or into a lockbox account, at the election of the CLIENT. PCC will have no signatory or ownership rights in the bank account and will have no right to negotiate checks or assert ownership rights in deposited funds. To the extent required by PCC, CLIENT shall insure that the banking institution provides depository or other information directly to PCC or copies of documents relevant to establishment or verification of net collections. CLIENT shall be solely responsible for all bank charges.
5. **Operating Procedures**. CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide PCC accurate and complete demographic, procedure and charge information, at no cost to PCC ("Demographic Information"). CLIENT acknowledges that PCC will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of PCC. To the extent possible, at the request of PCC, CLIENT will ensure that the foregoing information provided to PCC in electronic form, a standard form and format reasonably consistent with PCC's computer system.
- a) PCC will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by PCC. PCC is not a collection agency and does not provide collection agency services and CLIENT is solely responsible for the selection and engagement of a collection agency for collection accounts, if such services are desired.
  - b) The parties may mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be

binding upon both parties. The foregoing shall not prevent PCC, at its sole discretion and at its own cost, from establishing and maintaining its business operations and procedures relating to the Services in a manner consistent with this Agreement.

- 6. Confidential Information.** PCC agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (collectively, CLIENT's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties the business methods, operating processes or documentation of the software employed by PCC to provide the Services or any information about PCC's fees, operations, business methods or strategies or any other information specifically designated as confidential by PCC except as required by law or legal or regulatory process (PCC's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party will at all time take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors. The requirements of this Section 6 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that PCC may use CLIENT information for research and statistical compilation purposes, so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of PCC.

In addition to the rights and obligations of PCC set forth in this Section 6, the rights and obligations set forth in the Business Associate Agreement attached to this Agreement as Exhibit 3 and incorporated by reference shall apply to protected health information as defined in said Exhibit.

- 7. Software and Proprietary Information.** PCC acknowledges its' responsibility to maintain all legal authorization and licensing for any third party software used to provide the agreed upon Services to CLIENT. Any changes in third party software vendor(s) or system(s) that materially affect the services provided CLIENT shall be immediately shared with CLIENT. The parties agree that PCC may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by PCC and that PCC is not obligated to maintain paper copies. PCC further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data will be deleted or purged until the earlier of the following occurrences: a) Ten years has passed since the date of service relevant to the CLIENT data; or, b) CLIENT has approved of the proposed data deletion.

The Parties agree and acknowledge that all CLIENT Data shall remain, at all times relevant hereto, the property of CLIENT but that PCC may maintain a copy for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement, subject to the terms and conditions of Section 6 herein.

- 8. Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, except as specifically stated in Section 3, PCC will:
- a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination/expiration (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the effective date of termination date ("Existing Accounts Receivable").

- b) CLIENT expressly agrees to cooperate and assist PCC with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by client on Existing Accounts Receivable for which PCC is responsible to pursue collection under Paragraph 9(A) herein.
  - c) At the end of the Wind Down Period, discontinue the performance of Services related to the collection of CLIENT's Existing Accounts Receivable.
  - d) Deliver to CLIENT, after and conditioned upon full payment to PCC of all undisputed fees owed to PCC by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format.
  - e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, PCC shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with PCC for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by PCC after the date of termination at CLIENT's additional expense.
9. **No Warranties or Representations.** The CLIENT understands that PCC has no medical professional licensure or certification, and understands that PCC is not a medical practice, and that no member of PCC's staff is acting in any capacity as a licensed healthcare professional. The CLIENT understands that it is responsible for all aspects of professional services provided by the CLIENT, as well as the determination of all applicable billing codes to be used in bills for any professional medical services rendered. PCC may try to predict, based on its experience and judgment, what might likely evolve, but cannot guarantee what may be obtainable. PCC has made no representations, guarantees, assurances or warranties regarding the outcome of any matter. The CLIENT understands that PCC does not represent nor warrant that its Services will prevent any claims, debts, liabilities, demands, obligations, costs, expenses, actions, causes of action and claims for relief arising from the CLIENT's billing procedures by way of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever.
10. **Independent Contractor.** The Services that PCC will provide will be performed on an independent contractor basis, not as an employee, agent, or partner of the CLIENT. This Agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the Parties. The amounts paid to PCC by the CLIENT will not be subject to any withholding deductions. PCC agrees to be solely responsible for all taxes and other withholdings relating to the fee income that is paid to PCC by the CLIENT. PCC does not have the authority to bind the CLIENT and enter into a contract on behalf of the CLIENT.
11. **Non-Solicitation.** The CLIENT agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity, any employee of PCC assigned by PCC to perform any service for or on behalf of the CLIENT for a period of two years after PCC has completed providing service to the CLIENT. In the event of the CLIENT's violation of this provision, in addition to injunctive relief, PCC shall recover from the CLIENT an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCC, times twelve, together with PCC's attorney and expert witness fees.
12. **Regulatory Matters.** The Parties agree to: (a) adhere to the provisions under this Agreement and annexed hereto as Schedule 2; (b) comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any local, state, federal or other lawful authority applicable to either of the Parties; (c) comply with the requirements of any third-party payor; and (d) comply with the requirements of any insurance company insuring either of the Parties against liability for accident or injury in connection with the performance of the Services. To ensure the Parties' compliance with relevant Federal and State law, in conjunction with this Agreement and prior to commencement of PCC's Services, PCC requires the execution of its standard Business Associate Agreement attached hereto as Exhibit 3, which is to be incorporated herein by reference.
13. **Indemnification.** The Client agrees to and shall indemnify and hold harmless PCC, its employees, agents and

subcontractors, from and against all claims, debts, liabilities, demands, obligations costs, expenses, actions causes of action and claims for relief including those brought by any third party or by the Client, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by PCC's performance, negligence or failure to perform any obligation under this Agreement. The Parties agree that there are no third party beneficiaries of this Agreement.

14. **Exculpatory Clause.** The Client agrees that PCC is not an insurer and that no insurance coverage is offered herein. The Client agrees that PCC is not assuming liability, and, therefore shall not be liable to the Client for any claims, debts, liabilities, demands, obligations costs, expenses, actions, causes of action and claims for relief as a result of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PCC's negligent performance, or failure to perform any obligation. The Client hereby releases PCC from any claims for contribution or indemnity arising from the same.
15. **Limitation of Liability.** The Parties agree that the Fees paid by the CLIENT to PCC are for Services rendered, not for a guaranteed outcome. If, notwithstanding the terms of this Agreement there should arise any liability on the part of PCC as a result of its negligence to any degree or failure to perform any obligation, such liability shall be limited to 3 times the average monthly Fees due to PCC, as determined by the preceding Fees due and payable not extending past the previous annual period.
16. **Right to Subcontract Services.** The CLIENT agrees that PCC is authorized and permitted to subcontract any services to be provided by PCC to third parties who may be independent of PCC, and that PCC shall not be liable for any loss or damage sustained by the CLIENT caused by the negligence of any third parties. The CLIENT appoints PCC to act as its agent with respect to such third parties, except that PCC shall not obligate the CLIENT to make any payments to such third parties. The CLIENT acknowledges that this Agreement, and particularly those provisions relating to PCC's disclaimer of warranties, exemption from liability, even for its negligence and indemnification, inure to the benefit of and are applicable to any subcontractor(s) of PCC.
17. **Referrals/Fair Market Value.** Fees under this Agreement constitute fair market value for the Services, and do not include any discount, rebate, kickback, or other reduction in charge or fee. Moreover, the Fees under this Agreement are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the CLIENT to PCC or by PCC to the CLIENT.
18. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of mailing. Any and all required notices shall be mailed to the parties at the following addresses:

**PCC Inc.**  
**Attn: Travis Smith**  
**PO Box 19**  
**Castlewood, SD 57223**

**Jasper County Sheriff's Office EMS**  
**Attn: Michael Gunsaulus**  
**2300 Law Center Drive**  
**Newton, IA 50208**

19. **Governing Law** This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of South Dakota or any other jurisdiction). The parties waive trial by jury in any action between them. Any action arising out of this Agreement shall be instituted in the federal or state courts located in Minnehaha County, South Dakota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit or action. Any action by the CLIENT against PCC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against PCC must be based on the provisions of this Agreement. Any other action that the CLIENT may have or bring against PCC in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

20. **Force Majeure.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by PCC for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until PCC can restore services, at which time PCC's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any and all of CLIENT's losses caused or related to such catastrophic event(s), as stated above.
21. **Incorporated Documents.** It is specifically agreed that Exhibit 1, 2, and 3 same being attached hereto, are by this reference, incorporated within this "Billing Services Agreement" as if same had been set forth fully verbatim herein.
22. **Miscellaneous.**
- a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
  - b) This Agreement specifically supersedes any prior written or oral agreements between the parties related to the Parties obligations and responsibilities set out herein.
  - c) This Agreement is binding upon, and inures to the benefit of, and is enforceable by PCC, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 22(D) below.
  - d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.
  - e) Any amendments hereto shall be in writing and will not be effective until fully executed and approved by both parties.
  - f) PCC and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.
  - g) This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect. Facsimile and electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

PCC

By: John R. Halferty  
 Sign: John R. Halferty  
 Title: Sheriff  
 Date: 11-01-23

By: Michele Smith  
 Sign: \_\_\_\_\_  
 Title: President  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Brandon Talsma, Board Chairperson

Attest: \_\_\_\_\_  
 Jenna Jennings, County Auditor



## EXHIBIT 1: RESPONSIBILITIES OF EACH PARTY

### In performance of their duties for the collection of reimbursement for services rendered by CLIENT, PCC shall:

1. Perform claim scrubbing services on behalf of CLIENT, in accordance with: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-9 CM & ICD-10 CM coding schemes. All claim scrubbing services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, the Centers for Medicare and Medicaid Services, and/or the World Health Organization and other copyright owners of coding formats.
2. Without waiver of its other rights and remedies, PCC is expressly relieved of any obligation of performing claim scrubbing if:
  - a) Complete and legible documentation to support the assignment of codes has not been supplied; or
  - b) The code(s) assigned are not adequately supported by the documentation supplied; or
  - c) Clear and unambiguous coding rules and/or guidelines are not available or are in dispute; or
  - d) The identity of the provider of services for whom coding shall be performed is missing or uncertain.
3. Regularly monitor Patient Care Report volume, reconciled to applicable activity records/logs.
4. Develop and maintain electronic data interfaces directly with CLIENT's ePCR (where such software allows) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist PCC in achieving these interfaces, including, but not limited to, interceding with ePCR Information Systems staff, administration and others.
5. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
6. Submit claims electronically to many third party payers regularly billed by PCC that are capable of accepting claims in electronic format.
7. Issue bills to individuals for all self pay balances owed, with a minimum of three (3) statements and one (1) past due letter. After completion of the foregoing cycle, the account will be referred to a third party collection agency selected by CLIENT. PCC is not responsible for the actions or results of such collection agency.
8. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
9. Prepare and deliver month-end reports of the billing performance and practice statistics in a format acceptable to CLIENT. This duty shall be fulfilled primarily by electronic means, unless specifically required by CLIENT to receive paper reports.
10. Upon request, present reports of billing performance via cost effective and mutually agreed upon means, including but not limited to online Webinar (or similar) or in the CLIENT's offices, upon the request of the CLIENT. The on-site meeting shall be at a time convenient to both PCC and CLIENT and at CLIENT'S option; provided that CLIENT shall be responsible for any and all travel and travel related costs and expenses of PCC. Costs shall be estimated and agreed upon for any hotel fees, mileage, meals, and any other travel related expenses prior to travel.
11. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third party payers.
12. Prepare refund requests as directed by Insurance Companies &/or CLIENT for CLIENT processing, unless

prohibited by third party payer rules or regulations. CLIENT is solely responsible for refunding and promptly issuing such refunds within 60 days of identification of the overpayment. Failure by either party to fulfill their respective duties shall constitute a material breach of the Agreement

13. Provide CLIENT with reports (at provider's request) of all CPT-4, HCPCS and ICD-9 & ICD-10 CM statistics, showing the pattern of codes processed, by individual code.
14. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
15. Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to PCC.
16. Upon CLIENT request, apply for and monitor progress of CLIENT applications for Third Party Identification numbers at the rates outlined in the Fees section of the Agreement. CLIENT acknowledges that PCC will promptly submit such application following receipt of all required information but is not responsible for the timeliness of payer completion of the enrollment process and that payer completion may affect reimbursement for CLIENT charges.
17. Review and make recommendations with respect to coding, and service descriptions. PCC will review the CLIENT fee schedule prior to the onset of billing activity, and upon request thereafter.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by PCC, shall:**

1. Identify one administrative and one clinical representative to whom PCC may, respectively, address all matters related to Services under this Agreement. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon PCC's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by PCC.
2. CLIENT warrants that PCC may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices and, medical signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT and upon the accuracy and completeness of all information furnished to PCC by CLIENT or on CLIENT's behalf as to the services rendered by CLIENT.
3. CLIENT providers will identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. PCC shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate and are not based on data entry or other clerical or computer system errors.
4. CLIENT will assist PCC in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by PCC in an efficient and cost-effective manner.
5. CLIENT will provide PCC within five (5) days advance notice of the expected addition or departure of an ambulance director or contact person in order for PCC to have adequate time to perform its duties under the agreement. PCC will not be responsible for losses or delays in payment resulting from failure to provide such notice or untimely notice.
6. CLIENT will provide a response within five (5) days to chart and other information requests, made by payers and forwarded from PCC. CLIENT acknowledges that failure to comply with this duty may result in claim denial, payment reduction or forfeiture of payment or appeal rights.

7. Upon receipt of the refund request from PCC, CLIENT will issue refunds of overpayments within 60 days of identification to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify PCC of the receipt of cancelled checks & provide written notification to PCC upon which PCC shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
8. CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by PCC, is provided timely, accurately and completely. PCC shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to client omissions or delayed response by CLIENT.
9. CLIENT hereby acknowledges its independent and non-transferable duty to establish and remain aware of, and be compliant with, all applicable federal and state laws and regulations, contractual rules and regulations, contracts, published notices and other applicable duties. Nothing in this Agreement shall be construed to abrogate, transfer, delegate or otherwise diminish CLIENT's duties regarding awareness of, and compliance with, all applicable CLIENT duties.
10. CLIENT shall give PCC timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that PCC may accommodate these changes, as necessary.
11. CLIENT shall ensure that any third party collection agency to which collection accounts are referred reports all collections and the source within a reasonable timeframe.

## EXHIBIT 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Compliance Plan adopted by each party which is an "effective" compliance plan under the applicable standards promulgated by the Office of the Inspector General of the Department of Health and Human Services, as referred to in the Agreement each party agrees to the following:

1. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
2. Each party agrees to conduct appropriate background checks on all management employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority. Background checks done by CLIENT shall be reported to PCC for verification of eligibility for CMS requirements.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  - a) Improper waiver or reduction of charges, deductibles and copayments;
  - b) Up coding, unbundling, serial reporting and other coding violations;
  - c) Failure to completely and legibly document the services for which payment is being sought, including signature of the applicable supporting record(s);
  - d) Misuse of a provider number or misrepresentation of the identity of a provider of services;
  - e) Failure to repay overpayments or untimely refund of overpayments;
  - f) Seeking duplicate payment for the same service and/or from the same source;
  - g) Failure to maintain proper records of current and prior billing;
  - h) Failure to protect the confidentiality of patient information.
5. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
6. Each party agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
7. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
8. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.
9. Notwithstanding anything to the contrary in this Agreement, the parties agree that to the extent required by PCC in connection with maintenance of an effective Compliance Plan:
  - a) PCC may decline to submit any claim not supported by appropriate documentation (as reasonably determined by PCC), which documentation shall be available for review and audit. PCC shall have an

affirmative duty to provide CLIENT with timely notice of any such decision, including their basis and a list of the affected claims. CLIENT shall have an affirmative duty to timely respond to such notice and cooperate in the resolution thereof.

- b) PCC may take appropriate steps to resolve, or to advise CLIENT to resolve, overpayments or credit balances within 60 days of identification. CLIENT will comply with the reasonable suggestions of PCC.
- c) If CLIENT returns payment(s) to payer or patient due to licensure or lapse in certification or other compliance issue that client caused which otherwise would not have generated a refund, PCC shall not credit CLIENT for claims processing fees for such returned payments.
- d) If PCC discovers evidence of misconduct by CLIENT relating to billing, PCC may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If PCC discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, PCC may (i) refrain from submitting any claims PCC determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- e) In addition, CLIENT will take reasonable steps to comply with any audit or investigation by PCC or governmental agency relating to an effective Compliance Plan and will appoint a senior member of CLIENT's practice with responsibility and appropriate internal authority to work with PCC as to compliance with State and/or Federal laws and regulations relating to billing.

## **EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement, dated as of November 1<sup>st</sup>, 2023 ("BA Agreement"), is by and between **Jasper County EMS** (referred to herein as the "Covered Entity", within the meaning as defined at 45 CFR 160.103) and **PCC Inc.** (referred to herein as the "Business Associate", within the meaning as defined at 45 CFR 160.103).

**WHEREAS**, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties attached and incorporated by reference. In connection with Business Associate's services, Business Associate may assist in the performance of a function or activity involving the use or disclosure of individually identifiable health information, which information is subject to protection under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the "HIPAA Rules").

**WHEREAS**, in light of the foregoing and the requirements of HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. General Definitions.**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### **2. Obligations and Activities of Business Associate.**

- a. **Use and Disclosure.** Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of the HIPAA Rules that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- b. **Appropriate Safeguards.** Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:
  - i. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the HIPAA Rules;
  - ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and
  - iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware as well as any use or disclosure of Protected Health Information of which it becomes aware not provided for by the BA Agreement. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.
  - iv. Comply with its Breach notification policy that reasonably and appropriately identifies any potential Breach of the HIPAA Rules by Business Associate and/or to the extent Business Associate has knowledge of, by Covered Entity, and provides procedure for proper response and notification of any such Breach as required by the HIPAA Rules and any other applicable Federal or State laws.

- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- d. Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- e. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- g. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules.

- i. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. **Permitted Uses and Disclosures by Business Associate.**

- a. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services to Covered Entity, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the degree required for provision of services hereunder, Business Associate may de-identify information received from Covered Entity for such purposes as would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, (ii) disclosures are consistent with the Covered Entity's minimum necessary policies and procedures, or (iii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **Covered Entity Notification of Privacy Practices and Restrictions.**

- a. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of Protected Health Information.
- b. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Restriction of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. **Permissible Requests by Covered Entity.** Except as otherwise Required by Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. **Term and Termination.**



- a. **Term.** This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate upon the effective date of Termination for Cause.
  - b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.
  - c. **Obligations of Business Associate Upon Termination.** Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
    - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
    - ii. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining Protected Health Information that the Business Associate still maintains in any form
    - iii. Continue to use appropriate safeguards and comply the HIPAA Rules with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
    - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3 which applied prior to termination; and
    - v. Return to covered entity, or, if agreed to by covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
  - d. **Survival.** The obligations of Business Associate under this Section 6 shall survive the termination of this BA Agreement.
7. **Indemnity.** Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of the HIPAA Rules by Covered Entity or its employees or agents. Covered Entity's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.
8. **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, Covered Entity shall comply with all applicable HIPAA Rules standards and requirements with respect to the transmission of Electronic Protected Health Information in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Covered Entity represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Covered Entity shall comply with any modifications to the HIPAA Rules which may become effective from time to time. Covered Entity agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Business Associate in any form, including, but not limited to, increased fees. Covered Entity shall require all of its agents and subcontractors (if any) who assist Covered Entity in providing its services and/or products to comply with the terms of this Section 8.
9. **Miscellaneous.**

- a. Regulatory References. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- b. Amendment. The Parties agree to take such action as is necessary to this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- d. Miscellaneous. This BA Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

Covered Entity

Business Associate

**Jasper County Sheriff's Office EMS**

**PCC Inc. An Ambulance Billing Service**

By: John R. Hafferty

By: Michele Smith

Sign: John R. Hafferty

Sign: \_\_\_\_\_

Title: Sheriff

Title: President

Date: 11-01-23

Date: 10/27/2023

By: \_\_\_\_\_  
Brandon Talsma, Board Chairperson

Attest: \_\_\_\_\_  
Jenna Jennings, County Auditor



## **Proposed Schedule – Pending Board Approval**

### **2024 COUNTY HOLIDAYS – Observed Dates**

**NEW YEAR’S DAY – JANUARY 1, 2024 (Monday)**

**PRESIDENT’S DAY – FEBRUARY 19, 2024 (Monday)**

**GOOD FRIDAY – MARCH 29, 2024 (Friday)**

**MEMORIAL DAY – MAY 27, 2024 (Monday)**

**INDEPENDENCE DAY – JULY 4, 2024 (Thursday)**

**LABOR DAY – SEPTEMBER 2, 2024 (Monday)**

**THANKSGIVING HOLIDAY– NOVEMBER 28 & 29, 2024 (Thursday & Friday)**

**CHRISTMAS HOLIDAY – DECEMBER 24 & 25, 2024 (Tuesday & Wednesday)**

### **Special notations:**

Veterans Day: Qualified veterans will be allowed to have Veterans Day off but must inform their supervisor in advance. A qualified veteran is someone who served and was honorably discharged, or are currently serving, in any branch of the military. The County reserves the right to request a copy of the employee’s DD214 if there is a question of discharge status.

The County Attorney’s office will observe Martin Luther King Day on Monday Jan. 15, 2024, and not President’s Day to coincide with the judicial holiday schedule.

Secondary Roads / PPME Members will follow the holiday schedule established in the current collective bargaining agreement.

Request pricing updates to County Policy for Open Records requests

Advanced Deposits –

- \$50 refundable if it takes less than 30 minutes.

Cumulative Charges –

- Billing staff time in .50 hour increments
- \$.50 per sheet for photo copies

Basic Fees -

- Color or B\W 8.5 x 11 = \$0.50
- Legal or over sized = \$0.75
- DVD = \$15.00
- USB Stick = \$20.00

Labor –

- Staff hours to the nearest .50 hours

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Block Grant Program Project**

RECIPIENT: Jasper County

Project No.: STP-S-C050(144)—5E-50

Iowa DOT Agreement No.: 1-23-STPS-036

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:  
  
On F-48 West Over IAIS Railroad, from Iowa 117 NE 2.8 miles to Bridge N03 HMA Resurfacing with Milling.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$500,000, as stipulated in the Central IA Region Transportation Planning Alliance current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.

- 8. If the project described in Section 3 drops out of the Central IA Region Transportation Planning Alliance current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
- 9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
- 10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- 12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

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**County Signature Block**

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

**EXHIBIT 1**  
**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements.**

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.



- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## 5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## 6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## 7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## 8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

#### **9. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

### SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 02

To: Snyder & Associates, Inc.  
2727 SW Snyder Blvd.  
Ankeny, IA 50023

Attn: Andy Burke  
Phone: 515-964-2020  
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

<b>Client:</b> Jasper County Engineering Office	
<b>Project Name:</b> County Highway F-48 Resurfacing from Colfax City Limits to Skunk River Bridge	
<b>S&amp;A Project Number:</b> 123.0995.01	<b>Original Agreement Date:</b> July 11, 2023

**DESCRIPTION OF ADDITIONAL SERVICES:**

Refer to attached Exhibit B.

- Lump Sum in the amount of: \$
- Hourly plus expenses per original agreement or attached fee schedule, Choose an item. budget: \$
- Document attached: Refer to attached Exhibit B.

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

Jasper County (Client)  
\_\_\_\_\_  
(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Professional)

By: \_\_\_\_\_  
(Authorized Agent)  
\_\_\_\_\_  
(Printed or typed signature)

By: \_\_\_\_\_  
(Authorized Agent)  
\_\_\_\_\_  
(Printed or typed signature)

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

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

Route executed to:

Attest: \_\_\_\_\_  
Jenna Jennings, County Auditor

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

**EXHIBIT B**

**SUPPLEMENTAL #2: SCOPE OF SERVICES FOR CONCRETE BOX CULVERT EVALUATION**  
**COUNTY HIGHWAY F-48 RESURFACING FROM COLFAX CITY LIMITS TO SKUNK RIVER BRIDGE**

JASPER COUNTY, IOWA

**CLIENT:** JASPER COUNTY ENGINEERING OFFICE  
910 NORTH 11<sup>TH</sup> AVENUE EAST  
NEWTON, IA 50208  
C/O MIKE FRIETSCH, P.E., FMP

**PROFESSIONAL:** SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

**PROJECT:** COUNTY HIGHWAY F-48 RESURFACING FROM COLFAX CITY LIMITS TO SKUNK RIVER BRIDGE – ADDING CONCRETE BOX CULVERT EVALUATION

**DATE:** OCTOBER 24, 2023

**SCOPE OF SERVICES:**

**Revise Section III, D with the following information:**

- 14. Site Visit and Structure Observation**  
**PROFESSIONAL shall conduct site visit and structure observations for six RCB culverts. Visit and observation services shall include:**
  - i. Observe and record existing conditions based on visual observation or sounding and probing as practicable.**
  - ii. Identify the general condition of structure members.**
  - iii. Make sketches on-site for records, primarily to document the observed condition of structures.**
  - iv. Take general measurements of the structure as needed for quantity estimates.**
  - v. Record condition observations and measurements.**
  - vi. An allowance is included in this scope to obtain measurements and estimated quantities for structure components that appear to be in need of immediate repair to maintain serviceability.**
- 15. PROFESSIONAL shall provide a summary report of site visit findings including:**

- i. General structure description.
  - ii. Description of conditions observed.
  - iii. List of items (repairs / reinforcing) and additional work (extensions, fence, etc.) intended to be included in the repair / conversion.
16. PROFESSIONAL shall provide an opinion of probable construction cost for repair and necessary modification of existing structure elements for conversion into trail culvert.

Amend Section III, F with the following information:

- 14. Use of a drone and operator to obtain observations or data for areas inaccessible to view or reach as otherwise described.
- 15. Evaluation of development of multiple options for repair or culvert extension.
- 16. Drawings or design plan preparation for repair concepts or details.
- 17. Extensive structural modifications or reinforcing for unforeseen conditions.
- 18. Design of superstructure concepts.
- 19. Geotechnical / soil testing/asbestos testing.
- 20. Material testing of existing substructures.
- 21. Preliminary design phase services.
- 22. Final design phase services.
- 23. Construction phase services.

Update Section VII with the following information:

## VII. COMPENSATION AND TERMS OF PAYMENT

The COUNTY shall pay the ENGINEER with the terms and conditions of the base agreement.

### A. BASIC SERVICES

Item	Base Agreement	Supplemental No. 1	Supplemental No. 2	Total
1. Project Administration & Management	\$7,600	\$0	\$0	\$7,600
2. Data Collection	\$3,000	\$0	\$0	\$3,000
3. Preliminary Design	\$14,500	\$2,600	\$0	\$17,100
4. Final Design	\$22,500	\$2,300	\$0	\$24,800
5. Bid Assistance	\$2,800	\$0	\$0	\$2,800
Direct Expenses	\$1,100	\$0	\$0	\$1,100
<b>Total</b>	<b>\$51,500</b>	<b>\$4,900</b>	<b>\$0</b>	<b>\$56,400</b>



**B. ADDITIONAL SERVICES**

The PROFESSIONAL will perform Additional Services tasks as outlined in the Scope of Services as detailed below.

Item	Base Agreement	Supplemental No. 1	Supplemental No. 2	Total
1. Topographic Survey(1)	\$0	\$5,200	\$0	\$5,200
2. RCBC Evaluation(2)	\$0	\$0	\$18,000	\$18,000
Total	\$0	\$5,200	\$18,000	\$23,200

- (1) Professional will perform this task item on a lump sum basis.
- (2) Professional will perform this task on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Professional Standard Fee Schedule. Total fees of service shall not exceed the amount shown without approval of the CLIENT.





# 2023 WEED COMMISSIONER'S REPORT

For the County of: Jasper

Submit to County Board of Supervisors by: November 1, 2023  
Return copy to the IDALS office by: December 1, 2023

### Weed Commissioner's Contact Information:

Name <u>Steve Hodnett</u>	Year Appointed <u>2023</u>
Address <u>910 N 11<sup>th</sup> Ave E</u>	Telephone <u>641-521-0134</u>
City, Zip Code <u>Newton IA 50208</u>	Alternate Telephone
Email Address <u>Shodnett@Jasperia.org</u>	Pesticide Certificate # <u>41060</u>

### Which of the noxious weeds have you found in your county?

- 1 - Found, a problem in my county
- 2 - Found, but not a problem

- 3 - Not known in my county
- ? - If you cannot identify this plant

Primary Noxious Weeds	Answer	Secondary Noxious Weeds	Answer
Buckthorn	<u>3</u>	Buckhorn Plantain	<u>2</u>
Bull Thistle	<u>2</u>	Cocklebur	<u>2</u>
Canada Thistle	<u>1</u>	Curly Dock (Sour Dock)	<u>2</u>
Field Bindweed	<u>2</u>	Multiflora Rose	<u>2</u>
Hoary Cress (Perennial Pepper-grass)	<u>3</u>	Poison Hemlock	<u>1</u>
Horse Nettle	<u>3</u>	Puncturevine	<u>3</u>
Leafy Spurge	<u>2</u>	Red Sorrel (Sheep sorrel)	<u>2</u>
Musk Thistle	<u>1</u>	Shattercane	<u>3</u>
Palmer Amaranth	<u>2</u>	Smooth Dock	<u>2</u>
Perennial Sow Thistle	<u>2</u>	Teasel	<u>1</u>
Quackgrass	<u>2</u>	Velvetleaf (Butterprint)	<u>2</u>
Russian Knapweed	<u>3</u>	Wild Carrot	<u>2</u>
		Wild Mustard	<u>2</u>
		Wild Sunflower	<u>2</u>

Invasive Prohibited Plants	Answer		
Garlic Mustard	2		
Japanese Hop	3		
Japanese Knotweed	2		
Oriental Bittersweet	2		
Purple Loosestrife	2		

**Please list any other plants which are a problem or a concern in your county:**

---

**As County Weed Commissioner, do your duties include roadside spraying?**

Yes  No

**Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?**

Yes  No

**Did your county employ contract spraying during 2023?**

Yes  No

If yes, what percentage of your total spray program is contracted? \_\_\_\_\_%

If possible, please list the contract rates. \$/mile \_\_\_\_\_

Total contract cost \$ \_\_\_\_\_

**In the past year how much did your county spend on purchasing herbicides?**

\$11,800

**How many times during 2023 was it necessary to serve a noxious weed notice?**

Private (written) 1 Public (written) (DOT, DNR, CCB) 0

**How many times did you contact individuals personally, rather than sending them a weed control notice?**

Private (verbal) 2 Public (verbal) (DOT, DNR, CCB) 1

**How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?**

0

**How many months were you employed as weed commissioner in 2023?**

10 months

**Are your duties as weed commissioner incorporated into another county job?**

Yes  No  If Yes, what? Sign fireman

Weed Comm. Duties 10 % IRVM Duties 10 %

Other County Duties 80 %

**How does the overall county weed situation compare with last year?**

Improved  Unchanged  Worse

**Comments?** We have gained on Canadian Thistles  
but found more Teasels

**Is brush control included in your weed commissioner duties?**

Yes  No

**If yes, what method(s) do you use? (Circle all that apply):**

Spraying  Cutting  Stump treatment  Basal bark

Other, explain \_\_\_\_\_

**What are your suggestions and/or recommendations which may improve your county weed and brush infestations?**

---

**What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each.** Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

---

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
(Example) Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Plainview	62 oz/Ac	1.9 gallons	Ground Sterilant in all the yards
Ranger Pro	52 oz/Ac	1.6 gallons	Ground Sterilant in all the yards
Dicamba	16 oz/Ac	0.5 gallon	Ground Sterilant
Mile Stone	7 oz/Ac	4.7 gallons	Teasels/ Thistles
Escort	1 oz/Ac	3.5 lbs	Thistles Brush
Method	8 oz/Ac	3.5 gallons	Thistles Brush

The above report is true to the best of my knowledge.

Signature   
County Weed Commissioner

10-25-23  
Date

Signature \_\_\_\_\_  
Chairman, County Board of Supervisors

\_\_\_\_\_  
Date

Please return a copy to: Iowa Department of Agriculture and Land Stewardship  
Attn: State Weed Commissioner  
2230 S Ankeny Blvd  
Ankeny, IA 50023-9093

Attest: \_\_\_\_\_  
Jenna Jennings, County Auditor

\_\_\_\_\_  
Date

**L-C050(B15andS25)--73-50**

**Jasper County**

**Bid Tabulation**

**Project Award Amount:** \$0.00  
**Route:**  
**Location:**  
**Work Type:** Bridges

**Letting Date:** 11/1/2023 01:00 PM  
**Approximate Start Date:** 11/15/2023  
**Contract Period:** 30 Work Days  
**Award Recommendation:** Oden Enterprises, Inc

Rank	Contractor	Total Bid	Percent of Estimate	% Over Low Bid
1	Oden Enterprises, Inc	\$82,862.20	84.10%	0.00%

L-C050(B15andS25)--73-50

Jasper County  
Bid Tabulation

				Engineer's Estimate		Oden Enterprises, Inc Wahoo, NE 68066	
	Item Number/Description	Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price
1.	2599-9999005 W12x79 x 50' Long	24	EACH	\$75.00	\$2,700.00	\$3,260.33	\$78,247.92
2.	2599-9999005 Abutment Footing Longitudinal No. 8 Bar x 27'-8"	36	EACH	\$13.00	\$1,456.00	\$50.55	\$1,819.80
3.	2599-9999005 Vertical, Abutment to Deck No. 8 Bar x 3'-8"	64	EACH	\$7.00	\$448.00	\$6.70	\$428.80
4.	2599-9999005 Vertical, Wing No. 5 Bar x 3'-8"	112	EACH	\$4.00	\$256.00	\$2.62	\$293.44
5.	2599-9999005 Abutment Hoops No. 5 Bar x 11'-4"	112	EACH	\$50.00	\$1,000.00	\$8.33	\$932.96
6.	2599-9999005 Horizontal Wings No. 5 Bar x 6'-6"	64	EACH	\$5.00	\$200.00	\$4.64	\$296.96
7.	2599-9999005 Horizontal Wings to Abutment Dowels No. 5 Bar x 3'-4"	64	EACH	\$11.00	\$704.00	\$2.38	\$152.32
8.	2599-9999005 Pile Spiral No. 2 Bars x 38'-6"	20	EACH	\$5.00	\$560.00	\$34.50	\$690.00
9.	2599-9999005 Spiral Spacers, L 7/8x7/8x1/8x0.70, 1'-10" Long	40	EACH	\$3,800.00	\$91,200.00	\$0.00	\$0.00
<b>Contract Totals</b>					<b>\$98,524.00</b>		<b>\$82,862.20</b>
<b>Percent of Estimate</b>					<b>100.00%</b>		<b>84.10%</b>

### SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

To: Snyder & Associates, Inc.  
2727 SW Snyder Blvd.  
Ankeny, IA 50023

Attn: Andy Burke  
Phone: 515-964-2020  
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

<b>Client:</b> Jasper County Engineering Office	
<b>Project Name:</b> West 129 <sup>th</sup> Street South & South 96 <sup>th</sup> Avenue West	
<b>S&amp;A Project Number:</b> 123.0673.01	<b>Original Agreement Date:</b> June 6, 2023

#### DESCRIPTION OF ADDITIONAL SERVICES:

Refer to attached Exhibit D

Lump Sum in the amount of: \$

Hourly plus expenses per original agreement or attached fee schedule, estimated budget: \$

Document attached: Refer to attached Exhibit D

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

Jasper County (Client)  
\_\_\_\_\_  
(Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Professional)

By: \_\_\_\_\_  
(Authorized Agent)

By: \_\_\_\_\_  
(Authorized Agent)

\_\_\_\_\_  
(Printed or typed signature)

\_\_\_\_\_  
(Printed or typed signature)

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

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

Attest: \_\_\_\_\_  
Jenna Jennings, County Auditor

Route executed to:

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



**EXHIBIT D**

**SUPPLEMENTAL #1; SCOPE OF SERVICES FOR CONCRETE BOX CULVERT REPAIR,  
BORROW SITE, AND TEMPORARY CONSTRUCTION EASEMENTS**

**W 129<sup>TH</sup> STREET S AND S 96<sup>TH</sup> AVENUE W – SURFACE IMPROVEMENTS**

**JASPER COUNTY, IOWA**

**CLIENT: JASPER COUNTY ENGINEERING OFFICE  
910 NORTH 11<sup>TH</sup> AVENUE EAST  
NEWTON, IA 50208  
C/O MIKE FRIETSCH, P.E., FMP**

**PROFESSIONAL: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023**

**PROJECT: W 129TH STREET S AND S 96TH AVENUE W – SURFACE  
IMPROVEMENTS – ADDING CONCRETE BOX CULVERT REPAIR,  
BORROW SITE, AND TEMPORARY CONSTRUCTION EASEMENTS**

**DATE: NOVEMBER 1, 2023**

**SCOPE OF SERVICES:**

**Amend Section III, B with the following information:**

- B. Topographic Survey**  
**PROFESSIONAL will perform an Unmanned Aerial Services survey (UAS) to capture aerial imagery for the generation of a real-time/true-color/geo-referenced orthophoto, 3D point cloud, and an exposed surface terrain model. The survey services provided will follow the current aerial mapping standards. FAA-controlled airspace will be reviewed, and if required, an approved FAA authorization will be received before commencing with services. The area to be surveyed is approximately 26 acres south of South 104th Avenue West and west of Walnut Creek defined as the “Borrow Area”.**

**Amend Section III, C with the following information:**

- C. Wetland and Stream Delineation**  
**PROFESSIONAL will perform wetland and stream delineation of the Borrow Area. The scope of services as described in the base agreement will be performed in the Borrow Area.**

Amend Section III, E with the following information:

- E. Engineering Design and Plan Preparation**
- 12. PROFESSIONAL will perform structural design and plan preparation for the repairs to culvert numbers 2, 3, and 4 and repair or replacement of the west end of culvert number 3 as described in the Jasper County Bridge and Culvert Inspection report dated July 25, 2023.**
  - 13. PROFESSIONAL will perform design and plan preparation for the proposed Borrow Area. Services include:**
    - i. Earthwork design to account for the borrow need on the project.**
    - ii. Site modeling to assist in quantity evaluation and final grading.**
    - iii. Preparation of a plan sheet illustrating the final site grading at the Borrow Area.**
    - iv. Erosion control design for temporary best management practices at the Borrow Area.**
    - v. Preparation of staging, access, and site notes that conform to NSWR requirements.**
  - 14. PROFESSIONAL will perform design and plan preparation for inlet and/or outlet grading and erosion control protections at culvert number 3 and 4. Service include:**
    - i. Grading plan identifying channel reshaping improvements.**
    - ii. Design of erosion protection using revetment stone.**
    - iii. Coordination with NSWR on limits of erosion protection.**

Add Section III, H with the following information:

- H. Temporary Construction Easement Description and Exhibit**
- PROFESSIONAL will provide a Temporary Construction Easement Description and Temporary Construction Easement Exhibit for each parcel affected within the project limits related to the culvert extensions. It is estimated that up to 22 parcels may be impacted by the culvert extensions and require temporary construction easements. Services include:**
- 1. Research public records in the County courthouse to acquire the parent tract's recorded deed(s), subdivision plat(s), and recorded survey(s).**
  - 2. A land description will be provided of the parcel of land described in a narrative format and accurate for the purposes of assessment and taxation.**
  - 3. In situations where a land description cannot be provided without providing metes and bounds descriptions, additional services will be requested.**
  - 4. The easement description will be provided to the CLIENT in a Word format and the exhibit will be provided in a PDF format to be used in the final document conveyance for each parcel, as performed by the CLIENT.**

5. It is understood that the CLIENT will perform all services for acquisition negotiation and execution of the temporary easements to meet Iowa DOT requirements.

Add Section III, I. with the following information:

- I. **Geotechnical Exploration**  
Through a subconsultant, Allender Butzke Engineers, Inc., the PROFESSIONAL will perform geotechnical engineering services of the Borrow Area including mobilization with all-terrain drilling equipment, utility locations (Iowa One Call), drill and sample five (5) soil boring to a depth of 20 feet, laboratory testing (including moisture content and four Atterberg limits, 3 grain size, and 3 standard Proctor tests), engineering analysis, and written report.

Update Section V with the following information:

#### V. WORK SCHEDULE

The PROFESSIONAL understands the general proposed schedule for this project is as follows.

Notice to Proceed received from the CLIENT	June 7, 2023
Topographic Survey by CLIENT submitted to PROFESSIONAL	October 18, 2023*
Concept Statement and Preliminary Plans to CLIENT and Iowa DOT	August 15, 2023*
Check Plans to CLIENT and Iowa DOT	December 5, 2023
Final Plans and PDC to CLIENT and Iowa DOT	January 16, 2024
Letting Date	April 16, 2024

\* Actual date the task was completed, submitted, or received.

Update Section VI with the following information:

#### VI. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL with the terms and conditions of the base agreement.

##### A. BASIC SERVICES



Item	Base Agreement	Supplemental No. 1	Total
1. Project Administration & Management	\$9,700	\$1,200	\$10,900
2. Wetland and Stream Delineation	\$5,500	\$5,500	\$11,000
3. Structure Evaluation and Report	\$3,500	\$0	\$3,500
4. Design and Plan Preparation	\$42,600	\$27,100	\$69,700
5. Bid Assistance	\$3,200	\$0	\$3,200
<b>Total</b>	<b>\$64,500</b>	<b>\$33,800</b>	<b>\$98,300</b>

**B. ADDITIONAL SERVICES**

The CLIENT shall pay the PROFESSIONAL based on a maximum fixed fee on hourly rates and fixed expenses as outlined in the Professional Standard Fee Schedule within the Base Agreement. Total fees of services shall not exceed the amount shown without the approval of the CLIENT.

Item	Base Agreement	Supplemental No. 1	Total
1. UAS Topographic Survey of Borrow Area	\$0	\$2,800	\$2,800
2. Temporary Easement Description and Exhibit (22 parcels @ \$450 each)	\$0	\$9,900	\$9,900
3. Geotechnical Exploration	\$0	\$6,400	\$6,400
<b>Total</b>	<b>\$0</b>	<b>\$19,100</b>	<b>\$19,100</b>

## JASPER COUNTY CIVIL SERVICE COMMISSION

Pat Wallace, Chairman

Arie Scholten

Randy Camp

On October 14, 2023, the Jasper County Sheriff's Department conducted written testing, physical testing and oral interview testing for potential candidates for the open positions of deputy sheriff.

The applicants that successfully passed all of the testing components and are deemed certified as eligible for hiring are as follows.

Michael Spray  
Edward Saidat Jr.  
Andrea Clark  
Joseph Tegels  
Ryan Brown

Respectfully submitted,

Pat Wallace, Chair  
Arie Scholten  
Randy Camp

To: Jasper County Board of Supervisors  
From: Jasper County Opioid Settlement Committee

Date: 10/24/2023

RE: Opioid Settlement Funds- 2<sup>nd</sup> distribution

The Jasper County Opioid Settlement Committee recommends the following organizations be funded.

- Discover Hope request to redistribute the previous \$100,000 building fund to \$60,000 resource center operations.
- Clearview Recovery request of \$80,000 for treatment for Jasper County females.
- Open Arms Foundation request of \$25,000 for children placed outside the home, mostly drug related.

We request the above be on the next Jasper County Board of Supervisor meeting.

October 24, 2023

Tuesday, October 24, 2023, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Talsma, Stevenson and Cupples present and accounted for; Chairman Talsma presiding.

Motion by Stevenson, seconded by Cupples to open the Public Hearing for the 2<sup>nd</sup> reading regarding Sean Maher requesting a Rezone for Parcel 01.11.400.015 from Agricultural (A) to Rural Residential (RR-1).

YEA: STEVENSON, TALSMAS, CUPPLES

The rezone was presented by Kevin Luetters, Community Development Director. There was discussion against the rezone by area neighbors.

Motion by Stevenson, seconded by Cupples to close the Public Hearing for the Rezone of Parcel 01.11.400.015 from Agricultural (A) to Rural Residential (RR-1).

YEA: TALSMAS, CUPPLES, STEVENSON

Maintenance Director, Adam Sparks presented quotes for yearly maintenance on the County generators. Two quotes were presented:

3E Electrical Engineering & Equipment Company	\$3,750.00 per year
Ziegler Cat	\$7,613.00 per year

Motion by Cupples, seconded by Stevenson to approve a 3-year Maintenance Agreement with 3E Electrical Engineering & Equipment Company to maintain the generators at \$3,750.00 per year.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Stevenson, seconded by Cupples to approve installing one layer of ¼" coverboard to the roof repairs on the Courthouse in the amount of \$45,970.00 for the Counties responsibility.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve installing one layer of ¼" coverboard to the roof repairs on the Community Center in the amount of \$19,794.00 for the Counties responsibility.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve installing one layer of ¼" coverboard to the roof repairs on the Koppin Building in the amount of \$12,494.00 for the Counties responsibility.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to approve total roof replacement on the Administration Building in the amount of \$149,024.00, to be paid by insurance company.

YEA: TALSMAS, CUPPLES, STEVENSON

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-94, a hiring resolution certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Elderly Nutrition	2 <sup>nd</sup> Cook	Kimberly Bohn	\$15.74	Hire-In Rate Union Scale per MOU	11/01/23

YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Cupples, seconded by Stevenson to adopt Resolution 23-95 reclassifying a portion of E 156<sup>th</sup> St S., from Level B to Level C.

YEA: CUPPLES, TALSMA, STEVENSON

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

Motion by Cupples, seconded by Stevenson to approve claims paid through October 24, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to approve Board of Supervisors minutes for October 17, 2023.

YEA: CUPPLES, TALSMA, STEVENSON

Motion by Cupples, seconded by Stevenson to adjourn the regular meeting and enter into the work session.

YEA: TALSMA, STEVENSON, CUPPLES

Mike Frietsch discussed invoicing the Sheriff Department for payroll and equipment use at a daily rate to build the shooting range at the ARL Building. \$50,000 out of the ARPA funds set a side for the new Engineer's maintenance shed will be allocated to help pay for the project. Ryan Eaton discussed increasing fees for public requests in the future.

Motion by Cupples, seconded by Stevenson to adjourn the Tuesday, October 24, 2023, meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, STEVENSON, CUPPLES

---

Jenna Jennings, Auditor

---

Brandon Talsma, Chairman