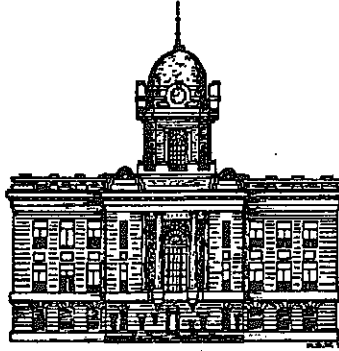


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors
Courthouse
PO Box 944
Newton IA 50208
Phone 641-792-7016
Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

January 6, 2015

9:30 a.m.

- Item 1 Sheriff – John Halferty**
- a) Approve Appointment of Deputy Sheriff Marc Gonzalez
 - b) Approve Officer Training Liability Agreements for Nick Aldrich, Ryan Engle and Marc Gonzalez
 - c) Approve Annual Contract with CMB
- Item 2 Human Resources – Dennis Simon**
- a) Employee hiring resolution for a FT Jailer and a PT Jailer
- Item 3 Approval of Board of Supervisors minutes for 1/2/2015**
- Item 4 Board Appointments**

PUBLIC INPUT & COMMENTS

Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and Nicholas Aldrich, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

1) Total Training Expenses. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's cost of the Employee's paid time while attending the Academy, traveling to and from the Academy and studying for Academy classes on County time, as well as the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy, and the cost of replacing the Employee while the Employee is in training if the replacement officer is a temporary employee hired for that purpose only, or if the replacement of the Employee requires payment of overtime to replace the officer. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

2) Reimbursement: In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.

B). If the Employee resigns after one year or more but less than two years after being certified as a law enforcement officer, seventy-five percent of the total training expenses.

C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.

D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.

E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

3) Payment Schedule: Payment of any training costs owed the County by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum monthly payment

\$100

Annual percentage rate

6%

The first payment shall be due thirty (30) days after the Employee's last day of employment, and on the same day each month thereafter. Interest shall commence the day after the Employee's last day of employment and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of the principal.

4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send and officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

I.	ILEA Tuition	\$5,697.00
	Consolidated Foods	\$1121.51
	Defensive Tactics Uniforms	<u>\$ 239.22</u>
	Total	\$7057.73
II.	Officer wages and benefits for 520 hours of academy	
	Starting base wage	\$11,438.00
	Uniforms and equipment.....	\$2,000.00
	Health Insurance.....	\$2049.00
	IPERS (County share).....	\$1658.00
	FICA (County share).....	<u>\$1283.00</u>
	Total wages and benefits	\$18,428
III.	Total costs:	
	Academy Costs	\$ 7,057.73
	Wages and Benefits	<u>\$18,428.00</u>
	Estimate of total costs	\$25,485.73

Dated at Newton, Iowa on this 11 day of November, 2014.

[Signature]
Signature of Employee

State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

11 day of November, 2014 by Nicholas Adrich
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Marsha Steele
Notary Public

Accepted by:

County of Jasper, Iowa

John Halpern
Sheriff of Jasper County

Chairman, Board of Supervisors

Date: 12-30-14

Date: _____

Attest:

Dennis Parrott, Jasper County Auditor

Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and Ryan Engle, hereinafter referred to as "the Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A LAW ENFORCEMENT OFFICER, AND TO PROVIDE TO THE COUNTY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYEE AGREEMENT WHICH WOULD CONFER A PROPERTY RIGHT OF INTEREST ON THE EMPLOYEE. THIS AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT NOR DOES THIS AGREEMENT REQUIRE RE-PAYMENT IF EMPLOYEE IS INVOLUNTARILY TERMINATED OR EMPLOYEE BECOMES DISABLED.

1) Total Training Expenses. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy "(the Academy)" at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training, and shall pay the Employee's regular wages during the training. The Employee agrees to be responsible for reimbursing the County in accordance with the terms for reimbursement as stated hereafter in this agreement. The expenses, which the Employee agrees to reimburse, include the County's cost of the Employee's paid time while attending the Academy, traveling to and from the Academy and studying for Academy classes on County time, as well as the County's expenditure for the Employee's mileage, food, lodging, and tuition while attending the Academy, and the cost of replacing the Employee while the Employee is in training if the replacement officer is a temporary employee hired for that purpose only, or if the replacement of the Employee requires payment of overtime to replace the officer. All of these reimbursable costs are referred to generally as "total training expenses." An estimate of the cost of the total training expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. "Total training expense" will be based on the actual cost incurred by the County, as these costs become known.

2) Reimbursement: In the event the Employee resigns and is employed by another Law Enforcement Agency within four years following completion of certified training, the Employee shall reimburse the County for total training expenses incurred per the following schedule. The amount of reimbursement shall be determined as follows:

- A). If the Employee resigns less than one year after being certified as a law enforcement officer, one hundred percent of the total training expenses.
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- C). If the Employee resigns two years or more but less than three years after being certified as a law enforcement officer, fifty percent of the total training expense.
- D). If the Employee resigns three years or more but less than four years after being certified as a law enforcement officer, twenty-five percent of the total training expenses.
- E). If the Employee resigns four or more years after being certified as a law enforcement officer, none of the total training expenses.

3) Payment Schedule: Payment of any training costs owed the County by the Employee shall be made in consecutive monthly payments in accordance with the following schedule:

<u>Minimum monthly payment</u>	<u>Annual percentage rate</u>
\$100	6%

The first payment shall be due thirty (30) days after the Employee's last day of employment, and on the same day each month thereafter. Interest shall commence the day after the Employee's last day of employment and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of the principal.

4) This agreement may be amended or cancelled only upon written agreement of both the County and the Employee.

5) If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa Law Enforcement Officer, pursuant to Iowa Code 80B.11(7) (1997).

6) **Purpose.** This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the Academy.

EXHIBIT "A"

The following is an itemized list of expenses required to send and officer to thirteen weeks of certified law enforcement training at the Iowa Law Enforcement Academy:

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	IPERS (County share).....	\$1658.00
	FICA (County share).....	<u>\$1283.00</u>
	Total wages and benefits	\$18,428
III.	Total costs:	
	Academy Costs	\$ 7,057.73
	Wages and Benefits	<u>\$18,428.00</u>
	Estimate of total costs	\$25,485.73

Dated at Newton, Iowa on this 28th day of November, 2014.

Ryan Engle
Signature of Employee

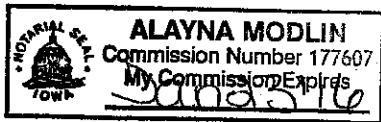
State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

28th day of November, 2014 by Ryan Engle
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Alayna Modlin
Notary Public

Accepted by:

County of Jasper, Iowa

John R. Halbert
Sheriff of Jasper County

Date: 12-30-14

Chairman, Board of Supervisors

Date: _____

Attest:

Dennis Parrott, Jasper County Auditor

Officer Training Liability Agreement

This Agreement is entered into by the County of Jasper, Iowa, hereinafter referred to as "the County" and Marc Gonzalez, hereinafter referred to as "the Employee".

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	Health Insurance.....	\$2049
	IPERS (County share).....	\$1658
	FICA (County share).....	<u>\$1283</u>
	Total wages and benefits	\$18,428
III.	Total costs:	
	Academy Costs	\$ 7057.73
	Wages and Benefits	<u>\$18,428</u>
	Estimate of total costs	\$25,485.73

Dated at Newton, Iowa on this 18th day of December, ~~2011~~ 2014.

Marc Gonzalez
Signature of Employee

State of Iowa

County of Jasper

The foregoing instrument was acknowledged before me in my presence on this

30th day of December, 2014 by Marc Gonzalez
(Name of Employee)

who has been hired as a Jasper County Sheriff's Deputy.



Marsha Steele
Notary Public

Accepted by:

County of Jasper, Iowa

John R. Halpern
Sheriff of Jasper County

Chairman, Board of Supervisors

Date: 12-30-14

Date: _____

Attest:

Dennis Parrott, Jasper County Auditor

**Amendment No. 9
To Food Service Contract
Between Jasper County and CBM Managed Services**

This Amendment No. 9 (the "Amendment"), is entered into this ____ day of _____, 2014 by and between Jasper County Sheriff's Office ("County") located at 2300 Law Center Drive, Newton, Iowa and Catering By Marlin's, Inc. d/b/a CBM Managed Services ("CBM") located at 500 East 52nd Street, North, Sioux Falls, South Dakota.

WITNESSETH:

WHEREAS, County and CBM entered into a Food Service Contract (the "Agreement") dated, March 1, 2005 for the management of the food service operation at the Jasper County Jail;

WHEREAS, County and CBM amended the Agreement previously via an Amendment dated April 1, 2007, via an Amendment dated April 1, 2008, via an Amendment dated April 1, 2009, via an Amendment dated April 1, 2010, via an Amendment dated April 1, 2011, via an amendment dated April 1, 2012, via an amendment dated April 1, 2013 and via Amendment No. 8 dated May 6, 2014;

WHEREAS, County and CBM desire to extend the term of the Agreement for one (1) additional year to cover the period from April 1, 2015 through March 31, 2016 ("Renewal Term");

WHEREAS, Article 2.3 "Adjustments to the Contract" of the Agreement provides, "After the initial contract year, the parties may adjust the contract pricing for future years based on the CPI (Consumer Price Index) "Food Away From Home Index" for the previous year. ";

NOW THEREFORE, the County and CBM hereby agree to amend the Agreement as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

1. **Renewal Term:** County and CBM agree to renew the term of the Agreement for one (1) additional year, effective April 1, 2015 through March 31, 2016.
2. **Cost per Meal:** County and CBM agree to the following cost per meal structure to be effective during the renewal term:

Inmate Population	25 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 80	81+
Current Price	\$3.15	\$2.79	\$2.55	\$2.34	\$2.20	\$2.07	\$1.97	\$1.88	\$1.80	\$1.75	\$1.59
Inmate Population	25 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 80	81+
CPI Adjustment of 3.2%	\$3.25	\$2.88	\$2.63	\$2.41	\$2.27	\$2.14	\$2.03	\$1.94	\$1.86	\$1.81	\$1.64

These prices were calculated based on a 3.2% Consumer Price Index for the Midwest Region, Food Away from Home, for the previous twelve (12) months.

3. Effect of Amendment: Amendment No. 9 along with all previous amendments shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and all subsequent amendments shall remain in full force and effect unless otherwise modified by this Amendment.

IN WITNESS WHEREOF, County and CBM have executed this Amendment No. 9 as of the day and year written below.

Dated this _____ day of _____, 2014

Dated this 23rd day of December, 2014

Jasper County

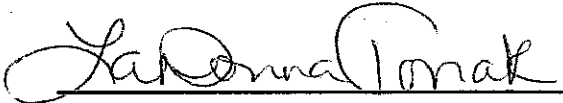
CBM Managed Services

By: John Halferty
Sheriff



By: Shane V. Sejnoha
Vice-President of Operations

Chairman Joe Brock
Jasper County Board of Supervisors



Witness

Auditor

Resolution 15-

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors through the Personnel Requisition Process.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff Office	Jailer (Full-time)	Derick Ford	\$17.23	Hire-in	1/2/15
Sheriff Office	Jailer (Part-time)	Andrew Maynard	\$17.23	Hire-in	1/2/15

Resolution adopted this 6th day of January, 2015

Denny Carpenter, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 20 1/6/15 PAGE

January 2, 2015

Friday, January 2, 2014 the Jasper County Board of Supervisors met in special session at 9:30 a.m. with Supervisors Brock, Stevenson and Carpenter present and accounted for; Chairman Brock presiding.

The Swearing in of the newly elected officials took place. Denise Allan was sworn in as Recorder, Doug Bishop was sworn in as Treasurer, Mike Jacobsen was sworn in as Attorney, Joe Brock and Denny Carpenter were sworn in as Supervisors.

Motion by Stevenson, seconded by Brock to name Denny Carpenter as Board Chairman for 2015.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Brock, seconded by Carpenter to name Denny Stevenson as Vice-Chairman of the Board of Supervisors for 2015.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Stevenson, seconded by Carpenter to adopt Resolution 15-1 setting the first four Tuesdays of each month at 9:30 a.m. for regular Supervisors meetings.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Brock, seconded by Carpenter to designate the Newton Daily News, Hometown Press and the Jasper County Tribune as the three official newspapers for Jasper County for 2015.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Stevenson, seconded by Carpenter to approve Board of Supervisors minutes for December 23, 2014.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Stevenson, seconded by Carpenter to appoint Myrna Rusk, Brad Magg and Margret Vander Weert to the Magistrate Appointing Commission with terms to expire 12/31/2020.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Carpenter, seconded by Stevenson to adjourn the Friday, January 2, 2015 meeting of the Jasper County Board of Supervisors.

Dennis Parrott, Auditor

Joe Brock, Chairman