Jasper County, Jowa

Denny Carpenter

Doug Cupples

Brandon Talsma



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

JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.co.jasper.ia.us January 2, 2019 9:30 a.m.

Pledge of Allegiance

Swearing in of Elected Officials

Jasper County Supervisor – Denny Carpenter
Jasper County Supervisor – Brandon Talsma
Jasper County Attorney – Scott Nicholson
Jasper County Recorder – Denise Allan
Jasper County Treasurer – Doug Bishop

Item 1 Board of Supervisors

- a) Organization of the Board
- b) Resolution Establishing Board Meetings
- c) Designation of Official Newspapers
- Item 2 Public Hearing Budget Amendment
 - a) Approve Budget Amendment for FY18/19
- Item 3 Public Hearing HomeWAV 5 Year Agreement
 - a) Approve HomeWAV 5 Year Agreement
- Item 4 Public Hearing Road Vacation

That remaining portion of E 40th St S, established September 4, 1875 Book 1, page 238, road number 596 commencing at the SE Corner of Section 14, T78N, R19W, thence running one-half mile North to the NE Corner of the SE corner of the SE Quarter of Section 14, T78N, R19W

- Item 5 Human Resources Dennis Simon
 - a) IRS 2019 Standard Mileage Rate

| ltem 6 | Auditor – Dennis Parrott |
|--------|-------------------------------|
| | a) Employee Hiring Resolution |

- Item 7 Community Development Nick Fratzke

 a) Set Public Hearing Date for Rezoning
 (Recommended date of January 15, 2019)
- Item 8 Board Appointments

 a) Board of Health
- Item 9 Approval of Board of Supervisors minutes for 12/18/18

PUBLIC INPUT & COMMENTS

Reception for Elected Officials immediately following the meeting

RESOLUTION 19-01

The Board shall hold its first meeting of each year on the first day in January which is not a Saturday, Sunday or holiday and all subsequent meetings of the Board shall be scheduled and conducted in compliance with Chapter 21.

The Board of Supervisors will meet the first four Tuesdays of the month when possible, at 9:30 a.m. in the Board of Supervisors room.

The Board of Supervisors office will be located in Room #203 of the Jasper County Courthouse.

| Passed this 2 nd day of January, 2019. |
|---|
| |
| |
| |
| |
| |
| Chairman of the Board |
| |
| Attest: |
| Dennis K. Parrott, Auditor |

ITEM #1c January 2, 2019 Agenda



301 7th Ave. Ste. 101 PO Box 243 Sully, IA 50251 Phone 641.594.3200 FAX 641.594.3243 Email: press@netins.net

Dec. 19, 2018

Dear Auditor Dennis Parrot and Jasper County Board of Supervisors,

Please consider our newspaper, "Hometown Press" of Sully, Iowa, when selecting one of the legal newspapers for 2019 to publish Jasper County Board Proceedings and other legal notices. We have been an official periodical since 12-17-2009.

We will provide one notarized affidavit with the billing at the end of the month the notice is published. If you need affidavits sooner or in duplicate, please let me know and we will accommodate your needs.

Co-Line Welding, Inc. is our parent company and started the "Hometown Press" to better serve the county and surrounding areas to attract and retain new employees for their business, as well as keep the small towns of Jasper County on the map.

I look forward to hearing from you and thank you for considering the "Hometown Press" as one of your legal newspapers for 2019. Please let me know if you need any further information.

Sincerely,

Margaret Vander Weerdt, Editor
Dedicated to keeping our small towns on the map by
*Your print shop needs *LOCAL News *LOYAL Readers *We deliver!

| COUNTY NAME: Jasper | RECORD OF HEARING AND DETERMINATION COU ON THE AMENDMENT TO COUNTY BUDGET 5 | | | |
|-------------------------|---|--------------|-------------|--|
| Date budget amendment w | as adopted: | For Fiscal Y | ear Ending: | |
| January | 2, 2019 | June 30 |), 2019 | |

The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

| Iowa Department of Management | | Total Budget | Adopted | Total Budget |
|--|----------|-----------------|-------------|---|
| Form 653 A-R Sheet 2 of 2 (revised 05/01/14) | 4 | as Certified | Current | After Current |
| REVENUES & OTHER FINANCING SOURCES | <u> </u> | or Last Amended | Amendment | Amendment |
| Taxes Levied on Property | 1 | 14,936,663 | 0 | 14,936,663 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 148,000 | 0 | 148,000 |
| Less: Credits to Taxpayers | 3 | 571,000 | 0 | 571,000 |
| Net Current Property Taxes | 4 | 14,217,663 | 0 | 14,217,663 |
| Delinquent Property Tax Revenue | 5 | 100 | 0 | 100 |
| Penalties, Interest & Costs on Taxes | 6 | 66,200 | 0 | 66,200 |
| Other County Taxes/TIF Tax Revenues | 7 | 2,122,054 | 0 | 2,122,054 |
| Intergovernmental | 8 | 7,927,146 | 170,000 | 8,097,146 |
| Licenses & Permits | 9 | 146,250 | 0 | 146,250 |
| Charges for Service | 10 | 1,553,357 | 0 | 1,553,357 |
| Use of Money & Property | 11 | 229,511 | 0 | 229,511 |
| Miscellaneous | 12 | 492,301 | 0 | 492,301 |
| Subtotal Revenues | 13 | 26,754,582 | 170,000 | 26,924,582 |
| Other Financing Sources: | | | | |
| General Long-Term Debt Proceeds | 14 | 0 | 0 | 0 |
| Operating Transfers In | 15 | 4,549,741 | 0 | 4,549,741 |
| Proceeds of Fixed Asset Sales | 16 | 10,000 | 0 | 10,000 |
| Total Revenues & Other Sources | 17 | 31,314,323 | 170,000 | 31,484,323 |
| EXPENDITURES & OTHER FINANCING USES | | | | · |
| Operating: | 1 1 | | | |
| Public Safety & Legal Services | 18 | 7,030,355 | 242,000 | 7,272,355 |
| Physical Health & Social Services | 19 | 2,287,431 | 0 | 2,287,431 |
| Mental Health, ID & DD | 20 | 1,036,568 | 0 | 1,036,568 |
| County Environment & Education | 21 | 1,521,000 | 0 | 1,521,000 |
| Roads & Transportation | 22 | 9,094,016 | 1,677,000 | 10,771,016 |
| Government Services to Residents | 23 | 1,464,540 | 36,875 | 1,501,415 |
| Administration | 24 | 3,478,369 | 0 | 3,478,369 |
| Nonprogram Current | 25 | 109,000 | 0 | 109,000 |
| Debt Service | 26 | 1,738,721 | 0 | 1,738,721 |
| Capital Projects | 27 | 1,829,541 | 577,170 | 2,406,711 |
| Subtotal Expenditures | 28 | 29,589,541 | 2,533,045 | 32,122,586 |
| Other Financing Uses: | | | | , |
| Operating Transfers Out | 29 | 4,549,741 | 0 | 4,549,741 |
| Refunded Debt/Payments to Escrow | 30 | 0 | 0 | 0 |
| Total Expenditures & Other Uses | 31 | 34,139,282 | 2,533,045 | 36,672,327 |
| Excess of Revenues & Other Sources | 1 | | | ,,,, |
| over (under) Expenditures & Other Uses | 32 | (2,824,959) | (2,363,045) | (5,188,004) |
| Beginning Fund Balance - July 1, | 33 | 11,037,556 | 11,037,556 | 22,075,112 |
| Increase (Decrease) in Reserves (GAAP Budgeting) | 34 | 0 | 0 | 0 |
| Fund Balance - Nonspendable | 35 | 0 | o o | 0 |
| Fund Balance - Restricted | 36 | 8,212,597 | 8,674,511 | 16,887,108 |
| Fund Balance - Committed | 37 | -,-,-,-,- | 0,0,4,011 | 0 |
| Fund Balance - Assigned | 38 | 0 | 0 | 0 |
| Fund Balance - Unassigned | 39 | 0 | 0 | 0 |
| Total Ending Fund Balance - June 30, | 40 | 8,212,597 | 8,674,511 | 16,887,108 |

Date original budget adopted:

Date(s) current budget was subsequently amended:

03/13/18

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for <u>each</u> official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

| Board Chairperson (signature) | County Auditor (signature) |
|-------------------------------|----------------------------|



Lease, Service, and Revenue Sharing Agreement for Jasper County, Iowa Sheriff's Office

| This Lease, Service, and Revenue Sha | aring and Ag | greement (this | " Agreement "), made a | and |
|---------------------------------------|--------------|------------------------|-------------------------------|---------|
| entered into as of this | day of | 2018 the | "Effective Date"), | |
| between Jasper County, Iowa Sheriff's | Office (the | " County ") and | l HomeWAV, LLC, a D | elaware |
| limited liability company ("HomeWAV") | • | | | |

RECITALS

Whereas, the County and HomeWAV desire to agree to the Lease, Service and Revenue Sharing Agreement to provide, among other terms and conditions, that the County will lease certain equipment, as set forth on Exhibit A hereto (the "Equipment"), from HomeWAV and will use that Equipment to operate HomeWAV's proprietary and patented software program (the "Software" and, together with the Equipment, the "System") and certain other permitted uses, as set forth on Exhibit B attached hereto (the "Other Permitted Uses");

Whereas, the System will be installed and operated in the County's detention facility hereto (each, a "Facility" and collectively, the "Facilities") and will provide inmate video visitation over the Internet; and

Whereas, HomeWAV will deliver the Equipment and provide the County with a limited license to use the Software, and the County will accept the Equipment and make use of the Software and the System, in each case, pursuant to the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties, desiring to be contractually bound, agree as follows:

1. Lease; Exclusivity. HomeWAV hereby agrees to lease to the County, and the County hereby agrees to accept a lease from HomeWAV, the Equipment. For the duration of this Agreement (which includes any extensions hereto), the County agrees to use HomeWAV as the exclusive provider of Video Visitation for the Facility and agrees not to use, purchase, lease or accept any software, equipment or system similar to the Software, the Equipment or the System for use at any Facility.



- 2. **Term of this Agreement.** This Agreement shall terminate five (5) years unless terminated earlier pursuant to Section 16; provided, however, that this Agreement shall automatically extend for additional terms of five (5) year(s) unless either party notifies the other party of its desire to terminate this Agreement no later than 60 days prior to the end of the thencurrent term.
- 3. No Charge. HomeWAV will: (i) arrange for the delivery of the Equipment to the Facilities, (ii) load the Software onto the Equipment, (iii) coordinate the installation of the Equipment in designated wall mount locations within the Facilities, (iv) provide system testing and acceptance on all kiosks, (v) provide reasonable authorization and assistance to permit the use of the Equipment in connection with the Other Permitted Use and (vi) provide staff and inmate training on platform features and functionality, all at no charge to the County.
- 4. No Charge for Service and Maintenance. HomeWAV will service and maintain the Equipment in the Facility pursuant to HomeWAV's Software and Hardware Service Level Agreement as set forth on Exhibit D attached hereto, to be entered into between HomeWAV and the County contemporaneously with the execution this Agreement and may be amended as may be mutually agreed to by the parties thereto (the "Service Agreement"), which shall automatically terminate upon termination of this Agreement; provided that HomeWAV shall not service or maintain the Equipment to the extent any damage occurred as a result of misuse, neglect or any breach of this Agreement, in each case, by any person other than HomeWAV or its employees, agents, representatives or subcontractors.
- 5. Title to the Equipment. HomeWAV shall retain title to the Equipment and the System. The County agrees to execute any such additional instruments and to permit any filing or recordation as may be requested by HomeWAV to indicate ownership of the Equipment. The County will not, and will not permit any other person to, remove, alter, disfigure or cover up any numbering, lettering, insignia or any owner's tag(s) displayed upon the Equipment.
- 6. License for Use of System. HomeWAV hereby grants to the County a non-assignable and nonexclusive license to use the Software for the limited purpose of providing Internet video visitation to inmates in each Facility and to view or monitor the records of such visitations, in each case in accordance with the Software's End User Licensing Agreement and Terms of Use and Privacy Policy, as each is set forth in the Software, as such items may be updated, amended and modified in accordance with their respective terms (collectively, the "Software Terms and Conditions"), and pursuant to the terms and subject to the conditions of this Agreement. The County shall have no right to sub-license



the Software and may not copy or modify the Software, or any adaptation, transcription or merged portion thereof, except as expressly authorized in writing by HomeWAV. Any modifications, improvement or alterations to the Software, whether authorized or not, made by the County or any third party shall be the sole and exclusive property of HomeWAV, and the County hereby assigns all of its right, title and interest in and to such modifications, improvements or alterations to HomeWAV. For the avoidance of doubt, this license shall expire immediately upon the termination of this Agreement.

7. The County's Agreements.

- The County covenants that it will not sublease or assign the Equipment, the Software or the System.
- The County agrees that the County shall keep the Equipment free and clear of all liens and encumbrances.
- The County hereby agrees to use the Equipment for limited purposes of use of the Software and the Other Permitted Uses, in each case, at the Facilities and pursuant to the terms and subject to the conditions of this Agreement.
- The County agrees to use its best efforts to ensure that none of the Equipment or Software is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.
- The County will work with HomeWAV to ensure that all users of the System will agree to the Software Terms and Conditions.
- The County will not move the Equipment without the advance written consent of HomeWAV.
- The County will not remove, alter, disfigure or cover up any numbering, lettering, insignia or any owner's tag(s) displayed upon the Equipment.
- The County will, at its sole expense, extend and terminate Cat 5e or greater data cable and 110 VAC electrical power to each kiosk location within each Facility where the Equipment is to be installed.
- The County will, at its sole cost, arrange for high speed Internet service at minimum of 0.5MB up/0.5MB down per kiosk, and any equipment associated therewith to service the System.
- The County will provide, at its sole cost, a data file from the Jail Management Software at a minimum of every fifteen (15) minutes pursuant to the Inmate Synchronization Document as set forth on Exhibit C attached hereto.
- 8. **Use of the System.** Subject to lockdowns, suspension of inmate privileges, and other temporary interruptions, the County will allow inmate visitation on the System during the



- same hours when inmates are allowed to use the applicable Facility's inmate phone systems.
- 9. Access to the Facility. The County will grant HomeWAV and its subcontractors reasonable access to the Facilities in connection with HomeWAV's rights and obligations hereunder and under the Service Agreement. HomeWAV shall have the right, upon reasonable notice, to enter into each Facility to inspect the System.
- 10. System Usage Fee. The video visitors to each Facility's inmates shall be charged a fee at the rate of \$0.25 per minute, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the "Usage Fees"). Revenues from using the System will be maintained by HomeWAV; HomeWAV is authorized to disburse such funds in accordance with Section 14. HomeWAV reserves the right to change the Usage Fees, upon 30 days' notice from HomeWAV, as a result of any one or combination of the following: (a) inflation, (b) a change in taxes, (c) a change in inmate phone rates or (d) any rule, regulation, or other action by any government or regulatory entity resulting in increased costs to HomeWAV.
- 11. Revenue Sharing. Revenues from the Usage Fees from the Facilities will be shared between HomeWAV and the County such that HomeWAV will retain 80% of such amounts for consideration of its obligations hereunder and consideration and the County will receive 20% of such amounts to offset a portion of the County's cost to operate the System in the Facilities; provided, however, that all sales tax and, to the extent that not used to increase the Usage Fees, any fees, penalties or other costs or expenses resulting from any new rule, regulation, or other action by any government or regulatory shall be subtracted from the calculation of total revenues. HomeWAV shall pay to the County, on a monthly basis, its share of the revenues not later than the 10th of following month. As additional consideration for HomeWAV's obligations hereunder, the County will pay HomeWAV \$12,000.00 (such amount, the "Additional Consideration"); provided that (a) such amount will be exclusively payable from the County's portion of the revenues described under this Section and (b) HomeWAV will not be obligated to remit any funds hereunder until such amount has been received by HomeWAV.
- 12. Call Monitoring. HomeWAV will endeavor to permit the County to monitor all calls, messaging, and other data in accordance with HomeWAV's practices. The County hereby agrees that HomeWAV shall have no obligation to review or monitor the contents of any calls, messaging, and other data made or received using the Software or the System and shall have not obligation to notify the County in connection with any use or misuse of the Software or the System or any calls, messages, or data on the System. The County hereby

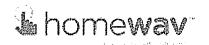


agrees that HomeWAV shall have no obligation to verify the users of the Software and the System and shall not be liable for any use of the Software that is in violation of the Software Terms and Conditions. HomeWAV will endeavor to make certain video recordings available to the County on demand for a period of not less than 90 days after the date of such recording and, with advanced written notice, until 90 days after termination of this Agreement. The County agrees that HomeWAV has no liability to the County or any third party for any failure to record, store, transmit, relay, review or monitor any calls, messages, or data.

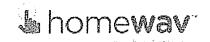
- 13. Financial Reporting Requirements. HomeWAV shall maintain an accounting program that accurately reflects the revenues generated by the System in the Facility, and provide that information to the County monthly during the term of this Agreement. HomeWAV shall retain its share of the revenues as payment for its obligations hereunder, and shall remit the County's share of revenues, along with such monthly financial reports, to the County. HomeWAV shall issue call and messaging data, revenue, and expense information by the 10th day of each month with respect to call and messaging activity that occurred in the Facility during the preceding month. HomeWAV shall maintain all books, documents, accounting records and other evidence pertaining to the services and payments under this Agreement and make such materials available for inspection at all reasonable times during the term of this Agreement, and for three (3) years after the date of the final payment under the Agreement.
- 14. **Termination.** The County may terminate this Agreement if HomeWAV breaches Section 3, 4, 11 or 13 and such breach remains unremedied thirty (30) days after notice thereof. HomeWAV may terminate this Agreement if the County breaches Section 1, 5, 6, 7, 8, 9, 10, or 11 and such breach remains unremedied thirty (30) days after notice thereof. This Agreement shall automatically terminate upon the end of the term, as such term may be extended pursuant to Section 3. Sections 9, 11, 13, 14, 15, 16, 18, 19, 20, 21, 23, and 25 29 shall survive termination of this Agreement. In the event that the Additional Consideration has not paid to or retained by HomeWAV prior to termination of this Agreement (excluding any termination by the County pursuant to the first sentence of this Section), then the County shall owe HomeWAV any amount of Additional Consideration not previously paid to or retained by HomeWAV.
- 15. **Return of the Equipment.** The County shall return the System to HomeWAV in good, working condition promptly following termination or expiration of this Agreement, but in no event later than (30) days following such termination or expiration. In the event that any Equipment is not in good, working condition or any Equipment is not returned pursuant to



- this Section, the County shall be liable for the replacement cost of such Equipment, which amount shall be payable on HomeWAV's demand.
- 16. Agreement Documents. The attached Exhibit A, describing the Equipment and attached Exhibit B describing the Other Permitted Uses, the Service Agreement and the Software Terms and Conditions are each made part of this Agreement and are each incorporated herein by this reference. This Agreement represents the entire agreement and understanding between HomeWAV and the County with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties.
- 17. **Force Majeure.** To the extent allowable by law, any delays or failures by either party hereto in the performance of the obligations hereunder shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's control (a "**Force Majeure**"), including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, failure of the Internet, or any part or element thereof and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party.
- 18. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.
- 19. Independent Contractor. HomeWAV acknowledges that HomeWAV and its employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 20. Subcontractors. HomeWAV shall have the right to use subcontractors to perform its obligations and exercise its right hereunder and under the Service Agreement. HomeWAV shall be liable for all acts and omissions of its subcontractors as if such acts or omissions were performed by HomeWAV.
- 21. **Notices.** All notices under this Agreement must be in writing and must be given by either party by prepaid mail, overnight courier service, or hand delivery to the other party as set forth below. Either party may change its address and/or addressee for notices at any time with fifteen (15) days' prior notice to the other party in accordance with the foregoing.

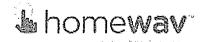


- 22. Nondiscrimination and Non-Conflict Statements. HomeWAV agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of HomeWAV. HomeWAV shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
- 23. Warranty Disclaimer. THE SYSTEM, THE SOFTWARE, THE EQUIPMENT AND SERVICES DELIVERED PURSUANT TO THIS AGREEMENT AND THE SERVICE AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BUT EXCLUDING ALL WARRANTIES EXPRESSLY PROVIDED IN THE SERVICE AGREEMENT. HOMEWAY DOES NOT WARRANT THAT THE SOFTWARE WILL RUN PROPERLY ON THE EQUIPMENT OR ANY OTHER HARDWARE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR COMPLETELY ERROR FREE, OR THAT ALL SOFTWARE ERRORS OR DEFECTS WILL BE CORRECTED.
- 24. Compliance with all Federal, State, and Municipal Laws. HomeWAV is familiar with, and agrees to observe and comply with, all applicable federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of inmate video communication, and shall ensure that its third-party subcontract installers, if applicable, obtain any necessary permits prior to installation of the Equipment in the Facilities.
- 25. Assignment. No party hereto may assign this Agreement or any or all any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that HomeWAV may assign this Agreement to any of its subsidiaries or affiliates or to any entity that acquires all or substantially all of HomeWAV's assets and agrees to assume responsibility hereunder. None of the provisions of this Agreement shall be construed to be for the benefit of or enforceable by any person or entity other than the parties hereto and their successors and assigns.
- 26. Indemnification and Setoff. To the extent limited and in accordance with Washington law, each party agrees to defend, indemnify and hold harmless the other party, their officers, employees and agents from and against all liability claims, actions, damages, losses and expenses, including reasonable attorney's fees, which arises out of any negligent or will full act or omission by such party, or breach of any obligation of the party under this Agreement. HomeWAV may, without notice to the County, set off or recoup any liability it owes to the County against any liability for which HomeWAV determines the County is



- liability to HomeWAV, whether either liability is matured or unmatured or is liquidated or unliquidated.
- 27. **Severability.** If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.
- 28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means will be deemed originals.
- 29. **Authorization; Third Party Beneficiaries.** Each person signing below warrants and represents that he/she has full power and authority to execute this Agreement on behalf of the party he/she represents. There are no third-party beneficiaries to this Agreement.

(signature page follows)



| HomeWAV, LLC | |
|--|------|
| By: Name: John Best Title: President | |
| Jasper County, Iowa Sheriff's Office | |
| By: | |
| Title: | |
| | |
| Doug Cupples, Board Chairman | Date |
| Attest: Dennis Parrott, Auditor | Date |



EXHIBIT A

The Equipment

- Eleven (11) HomePAS™ Kiosks
- One (1) 24-Port PoE Switch
- One (1) Router/Firewall



EXHIBIT B

Other Permitted Uses

- Free Remote Visitation for County Employees (i.e. Public Defender, Courts, etc.)
- Inmate Forms (i.e. Medical, Grievance, PREA, etc.) OPTIONAL
- Inmate Documents (i.e. Inmate Handbook w/Signature) OPTIONAL
- Commissary Ordering Integration- OPTIONAL
- Law Library Integration OPTIONAL

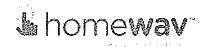


EXHIBIT C

Inmate Population Synchronization

Inmate Population Synchronization

The HomeWAV system allows a facility to synchronize its inmate population with the system on a regular basis. This population data is used by visitors to easily register to visit the appropriate inmate. If population data is not available, the visitor must enter the inmate's identifier, which he or she may not know. With population data, the visitor simply chooses the inmate by name.

Overview

Synchronization is done by having the facility periodically (every 30 minutes) FTP a specifically named and formatted file to a predetermined location. The formatted file should contain a full snapshot of the entire facility. The contents of the file will be used as the inmate population.

File Format

The file format must be a comma separated text file with the following columns:

- Inmate identifier: Must be a capital "I" immediately followed by an integer value
- First Name
- Middle Name
- Last Name
- Suffix Name
- Date of Birth: Must be in the format: YYYYMMDD. There should be no punctuation between the data components.
- Whenever a Visitor logs in, the inmate will be notified by an on screen message on the station in their assigned Pod.
- Once the visitor is logged into the HomeWAV system, the Inmate's station screen displays and scrolls the Inmates name in green indicating a Visitor is online and ready for a visit.
- The Inmate simply enters their Inmate ID and PIN information and selects the desired visitor. The visit begins upon acceptance by the visitor.



Zone. The zone is alphanumeric text (including 's and _'s) that corresponds to the location in the facility where the inmate will be logging in. For example, if the inmate will be logging in to a station located in Pod-A, then the Inmate zone would be "A" or "Pod-A". We do not use cell number or bed assignment as part of "Zone". Inmates sharing the same stations will share the same zone.

Only the **bolded** items above are required. All other items can be left blank if not set, however, a comma must be put in the empty columns in the string.

Consider this sample line:

1827139193, Sarah, S., Johnson, , 19620302, POD-A

Note: The uploaded data file *does not* contain heading labels. Each row of the file is considered actual data.

How the Zone is Used

The HomeWAV "Inmate with Visitor Waiting" Feature

Uploaded File Name

The data file must be pushed to HomeWAV on a regular basis via the FTP protocol. The specific host, username and password will be provided at integration time. This uploaded name is static, and every file delivery will use the exact same naming convention, which is:

PopulationBooking.csv

Note: the uploaded file is not placed in a web accessible location. The data file can only be accessed by the internal systems at HomeWAV.

HomeWAV has the capability to customize the inmate population facility. For example, if you do not have the capability to provide the data file via FTP, or if you need alterations in the format such as delivering the file as an XML document, Homeway can accommodate this.

Homeway also supports Web Service Integration



| A request for Web Service Access is sent to JMS provider. Typically, they require: |
|---|
| Company: |
| Street address: |
| City: |
| State: |
| Zip Code: |
| Main Contact: |
| Phone Number: |
| Email Address: |
| Facility: |
| City: |
| State: |
| Facility Contact: |
| Facility Contact Phone: |
| Facility Contact Email: |
| Reason for Requested Access: |
| Date to be Accessed |
| Go Live date: |
| The JMS provider will supply the Web Service Credentials and API documentation such as: |
| URL: |
| USER NAME: |
| PASSWORD: |
| FACILITY: |
| CODE: |
| An example is |
| GetInmateRosterV3' Web Service Method |

General Information



The GetInmateRosterV3 web service method provides a means to request a roster from the JMS cloud system. This system reflects a current roster of inmates from a local facility's JMS software. This method will return a list of inmates that are listed as active in the JMS system. This method should be called no more than every five minutes to ensure quick access to the web service method.

Input

The method requires the following input arguments:

Facility Code will be provided by JMS provider and will be different for each facility

User ID – provided by JMS provider to Homewav (i.e. will be the same regardless of facility) Password – provided by JMS provider to Homewav

Output

This method will generate the following output:

Inmates – an array of active inmates (please see WSDL spec for list of fields available and respective formats/data type)

ReturnStatus – a status message of the success/failure of a call to the web method

Web Method Return – the method itself will return a Boolean indicating whether the method successfully completed or encountered a problem.

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2010-51.

Notice 2019-02, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Resolution 19-

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

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

| DEPARTMENT | POSITION | <u>EMPLOYEE</u> | PAY RATE | RANGE/STEP | EFFECTIVE DATE |
|---------------------|--------------------|-----------------|----------|---|----------------|
| Auditor's Office | Auditor's Clerk | Eunice Meyer | \$14.94 | Hire-in Non-Progressive Union Scale | 1/3/2019 |

Resolution adopted this 2nd day of January, 2019

| | Denny Carpenter, Chairman |
|-------------------------|---------------------------|
| ttest: | |
| | |
| Dennis Parrott, Auditor | |

RECORDED IN BOARD OF SUPERVISORS MINUTES BOOK 21 1/2/2019 PAGE

JASPER COUNTY HEALTH DEPT.

Jasper County Board of Health Application

Mission: Protecting and improving the health of Jasper County
The Jasper County Health Department is governed by the Jasper County Board of Health
comprised of five members. The members are appointed by the Board of Supervisors and
they serve 3 year terms. One member must be a physician. The Board of Health usually
meets the third Thursday, of the odd months. A quorum shall be three members or more.

More information can be found on the Jasper County webpage at https://www.co.jasper.ia.us/286/Board-of-Health or by contacting the Administrator, Becky Pryor at bpryor@co.jasper.ia.us or by telephone at (641) 787-9224.

Prospective Board Member Profile

⇒ Public Health

Contact Information

Name Donne Akins

Home Address P.O. Box 454; 304 Hoover Ave. Barelone 641-227-3177 Cell Phone 641-417-9004

Email Address dmakins a partner com. net

Employment/Volunteer/Retired

Most recent employment: Proof reading for Court reporters

Previous employment: Baxter Comm. School (38 years)

Previous employment:

Education

What is the highest level of education you have completed? MEd.

Degree/Area of Study: 1974 BA 1980 MEd.

Previous Board Experience

Please indicate any boards you are currently serving on or have served on in the past, with dates of service: Baxter Lib. Bd. Jasper Co. Library Bd.

Church Board (many times) (2011-2018)

Health Department Interests

Home Care Aide/Homemaker

| □ Environmental Health - we | lls, | septic, | water, | inspections | for | tanning, | tattoo, | public |
|-----------------------------|------|---------|--------|-------------|-----|----------|---------|--------|
| pools | | | | | | | | |
| ☐ Community Partnerships | | | | | | | | |
| □ Tanning, Tattoos, | | | | | | | | |
| □ Immunizations | | | | | | | | |
| □ Emergency Preparedness | | | | | | | | |
| ☐ Health Care | | | | | | | | |
| ' ≍ Wellness | | | | | | | | |
| j∡Mental Health | | | | | | | | |
| ☐ County Government | | | | | | | | |
| ☐ State Government | | | | | | | | |
| Children | | | | | | | | |
| □ Parenting Skills | | | | | | | | |
| ☐ Education | | | | | | | | |
| ≯≤-Elderly | | | | | | | | |
| □ Homelessness | | | | | | | | |
| □ Poverty | | | | | | | | |
| Other: | | | | | | | | |

Availability

The Board of Health meets once every other month on the second Thursday at 11am for about an hour. Attendance is needed to meet quorum. Telephone attendance may be made if needed. Board times and dates are subject to change with Board of Health approval.

Additional Comments

Release of Information

I understand that the Jasper County Board of Health and Board of Supervisors will review this profile. The submission of this profile does not guarantee placement.

Signature of Applicant

Please return this completed form to

Date

11/19/18

Jasper County Health Department Attn: Administrator 116 W 4th St S Newton, Iowa 50208 Tuesday, December 18, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Human Resources Director Dennis Simon presented to the Board a resolution for a new shared position between the Zoning Department and the Environmental Health Department.

Motion by Carpenter and seconded by Brock to adopt Resolution 18-87 to create the position of a shared employee between the Zoning Department and the Environmental Health Department.

YEA: BROCK, CARPENTER, CUPPLES

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

County Attorney Scott Nicholson informed the Board that attorney John Noble, from the County Attorney's Office will be leaving for other employment and that he would need to replace him. The Supervisors expressed understanding and acknowledged Nicholson's need to replace Noble.

Motion by Brock and seconded by Carpenter to approve the Recorder's Monthly Report of Fees Collected for the period beginning November 1, 2018 and ending November 30, 2018.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter and seconded by Brock to approve Board of Supervisors minutes for 12/11/2018.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Cupples and seconded by Brock to enter into closed session in accordance with Iowa Code Chapter 21.5(c): To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent..."

YEA: CARPENTER, BROCK, CUPPLES

The Supervisors re-entered into open session.

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, December 18, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, BROCK

| Dennis K. Parrott, Auditor | Doug Cupples, Chairman |
|----------------------------|------------------------|