

Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

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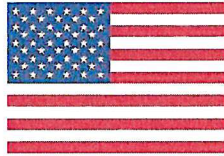
JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

July 21, 2020

9:30am

Pledge of Allegiance



- Item 1** **HR – Dennis Simon**
 - a) Hiring Resolution – Elderly Nutrition
 - b) Resolution creating School Resource Officer position

- Item 2** **Sheriff – John Halferty**
 - a) 28E Agreement for School Resource Officer – Lynnville-Sully

- Item 3** **Resolution approving Transfer Order #1440**

- Item 4** **Approval of Claims for period ending 7/21/2020**

- Item 5** **Approval of Board of Supervisors minutes from 7/14/2020**

- Item 6** **Board Appointments**

PUBLIC INPUT & COMMENTS

Resolution 20 –

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>
Elderly Nutrition	3rd Cook "Dishwasher"	Renee Lamb	\$10.71	Hire-In Rate Union Scale	7/22/2020

Resolution adopted this 21st day of July, 2020

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

Resolution 20-

WHEREAS, the Jasper County Sheriff's Office has the need for and has requested the Jasper County Board of Supervisors create the full-time position for a School Resource Officer.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the full-time position for a School Resource Officer.

A hiring resolution will be presented to the Jasper County Board of Supervisors to fill this position and establish the level of pay.

Resolution adopted this 21st day of July, 2020.

Brandon Talsma, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES
BOOK 21 7/21/20 PAGE

28E AGREEMENT FOR SCHOOL RESOURCE OFFICER

THIS AGREEMENT made and entered into this _____ day of _____, 2020 by and between JASPER COUNTY, IOWA, (County), and the LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT (District).

WHEREAS, the District and the County share a mutual desire to provide law enforcement and related services at the District located within the County to help maintain a healthy and safe school environment; and

WHEREAS, the District and the County agree to utilize a School Resource Officer (SRO) from the County's Sheriff Office to provide services to the District pursuant to this agreement; and

WHEREAS, the District and the County recognize the potential benefits of a SRO to the citizens of the County and particularly to the students and staff of the District; and

WHEREAS, it is understood that this agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code chapter 28E and shall be electronically filed with the Iowa Secretary of State's Office upon execution as required by law.

NOW, THEREFORE, the District and County agree to the following terms and conditions:

Article I
Purpose

The purpose of this 28E agreement is to establish the terms and conditions by which the County, through the County's Sheriff Office, shall assign a deputy to serve the District as a SRO.

Article II
Duration

This agreement will become effective upon the date it is executed by both parties. The term of this agreement is agreed to have commenced on July 1, 2020 and will terminate on June 30, 2024.

Article III
Duties of the Sheriff's Office

The County shall provide through its Sheriff's Office a SRO as follows:

A. Assignment of the SRO

The Sheriff's Office shall assign one regularly employed deputy to the District to perform services under this agreement.

B. Supervision

1. The Sheriff or designee shall supervise the deputy assigned to serve as the SRO.
2. In addition to providing training and direction for the SRO, the Sheriff will serve as a liaison between the Sheriff's Office and the District administrators in order to resolve matters of mutual concern.

3. The Sheriff, in consultation with the District's Superintendent and principals, will complete performance evaluations for the SRO at least once annually. The Sheriff shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of the SRO

The SRO shall be assigned on a full-time basis of eight (8) hours when the District is in regular session. The SRO shall be on campus from one half hour prior to the start of class until one half hour after classes are dismissed, but has discretion to adjust these starting and ending times to maintain a forty hour work week. The SRO may be temporarily reassigned by the Sheriff during such District holidays and vacations, training activities, and periods of law enforcement emergencies or other occasions as are agreed upon by the District Superintendent and the Sheriff, provided, however, that the Sheriff shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis with the approval of the Sheriff or the Sheriff's designee. These adjustments may be to attend District-related events requiring the presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Sheriff Office's Bargaining Unit's contract with the County.

D. Equipment of the SRO

All equipment purchased by the Sheriff's Office for the SRO to perform his/her duty shall be property of the Sheriff's Office.

E. Duties of the SRO

1. The SRO will patrol District and neighboring properties to detect and deter criminal activity and dangerous traffic conditions.
2. The SRO will provide for safety and security at District events.
3. The SRO will provide in-service training to help the Sheriff's Office and District administrators prepare for and deal with security related matters.
4. The SRO will work closely with District administrators and staff to improve their understanding of the Sheriff's Office's aim to assure a safe learning environment.
5. The SRO will serve as a visible and active law enforcement officer on District premises addressing law related issues including, but not limited to, drugs, traffic, trespassing, fighting, theft, and vandalism.
6. The SRO will work collaboratively and serve as a liaison amongst public safety agencies, the District, and the community to deter criminal and delinquent actions and to promote positive behavior.
7. The SRO will coordinate security and control of crowds and vehicles at extracurricular and special events; monitor and instruct students, visitors, and District personnel on proper and lawful premises or facility behavior; and help define, promote, and maintain and respectful environment and the District's student code of conduct.

8. The SRO will, when possible, serve as the initial first responder and school safety coordinator for District emergencies.
9. The SRO will provide classroom talks and presentations on crime prevention, decision making, and foundational concepts and structures of law.
10. The SRO will provide instructions and directions to others pertaining to law enforcement matters and emergency situations.
11. The SRO will conduct building security assessments for the District.
12. The SRO will perform a daily review of law enforcement activity to evaluate calls for service, incidents or arrests that may involve students and/or their family members.
13. The SRO will keep the Sheriff, Chief Deputy, and/or immediate supervisor apprised of developing or ongoing activities.
14. The SRO will perform other duties as assigned by the SRO's supervisors.
15. The District shall retain responsibility for disciplining students. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall determine whether law enforcement action is appropriate.
16. The SRO will work in business, casual business or uniform attire when on duty as prescribed by the SRO supervisor. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with Sheriff's Office guidelines.
17. The SRO shall perform other duties as mutually agreed upon by the Superintendent and the Sheriff or designee, provided, however; the performance of such duties is reasonably related to the services as described in this agreement and are consistent with the federal and state law, Sheriff's Office rules and regulations, and District policies, rules, and regulations.. The Sheriff shall meet with the Superintendent to resolve any and all questions arising under this paragraph.

Article IV
Duties of the District

- A. The District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 1. Access to an air-conditioned and properly lighted office, equipped with a telephone that may be used for general business purposes.
 2. A location for files and records which can be properly locked and secured.
 3. A desk with drawers, a chair, a work table, a filing cabinet, and office supplies.
 4. Access to a computer and/or secretarial assistance.
- B. The District shall provide the SRO with guidance regarding the delivery of instruction by the SRO.

- C. The principal may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the District and related District functions or in response to any other situation that appears to be a violation of criminal law or threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO in the exercise of the SRO's discretion.
- D. Upon termination of this agreement the District shall retain all desks, chairs, tables, filing cabinets and all other District property.

Article V
Financing the SRO

The District shall pay the County the following amounts for each year of this agreement: Year 1 - \$10,000; Year 2 - \$15,000; Year 3 - \$20,000; and Year 4 - \$25,000.

The District and the County shall each maintain within their own budgets the appropriate allocations for their respective financial obligations under this Agreement.

Article VI
Employment Status of the SRO

The SRO shall be at all times an employee of the County. The SRO shall not be an employee or agent of the District. The District and County acknowledge that the SRO is a Sheriff Deputy who shall endeavor to uphold the law under the direct supervision and control of the Sheriff's Office. The SRO shall remain responsive to the chain of command of the Sheriff's Office.

The County shall provide all required employee benefits, withhold income tax and social security tax, and shall maintain workers compensation for each SRO.

Nothing herein shall be construed as giving the District the right to control the professional judgment or actions of the SRO.

Article VII
Assignment of the SRO

The Sheriff's Office and the District administration shall select an individual(s) to recommend to the District's Board from a list of interested and appropriately trained and qualified deputies. The District shall have the right to not accept the recommendation of an assignment of a deputy; however, the District shall not unreasonably exercise this right and will only do so after meeting with the deputy's supervisor to discuss the District's concerns regarding that deputy.

The Sheriff's Office will make the final assignment to the position of SRO subject to the approval of the District's Board.

Article VIII
Replacement of the SRO

- A. In the event that the Superintendent has reason to believe the SRO assigned to the District is not effectively performing his/her duties and responsibilities, the Superintendent shall contact the Sheriff. If the Sheriff so desires, the Sheriff or designee, along with a representative of the District, shall meet with the SRO to

try to mediate and/or resolve any problems, which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned and a replacement shall be obtained.

- B. The Sheriff may reassign a SRO based upon department rules, regulations, and/or operations orders and when it is in the best interest of the citizens of the County.
- C. In the event of the resignation or reassignment of the SRO or in the case of long term absences by a SRO, the Sheriff, in consultation with the Superintendent, shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended.

Article IX Insurance and Indemnification

To the extent permitted by law, the District shall indemnify and hold harmless the County from and against any and all losses, costs, damages, and expenses including reasonable attorney fees and expenses, occasioned by or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.

To the extent permitted by law, the County shall indemnify and hold harmless the District from and against any and all losses, costs, damages, and expense, including reasonable attorney fees and expenses, occasioned by or arising out of, the County's negligence or willful misconduct in the performance if its duties under this agreement.

Article X Termination of Agreement

This agreement may be terminated by either party upon thirty (30) days written notice prior to July 1 of any year of this agreement. In the event this agreement is terminated, compensation shall be made to the County for all services performed to the date of termination, to the extent specified in Article IV. This agreement may also be terminated for material breach of this agreement by either party after providing notice to breaching party of the breach and the breaching party's failed to cure the breach within thirty days.

Article XI Good Faith

The District, the County, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the District and the County or their designees.

Article XII Modification

This agreement may only be modified by joint written agreement, signed by both parties.

Article XIII
Notices

Any written notices as required in this agreement shall be sent to the addresses of the respective parties as set out in this agreement.

If intended for District, notices shall be delivered to:

Lynnville-Sully Community School District
Superintendent
12476 Highway F62 E
Sully, Iowa 50251

If intended for the County, notices shall be delivered to:

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

Article XIV
Agreement Constitutes Full Understanding and Final Written Expression

This agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this agreement shall be binding unless hereafter made in writing and signed by both parties. This agreement constitutes a final written expression of all of these terms of this agreement and is a complete and exclusive statement of those terms.

Article XV
Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code chapter 28E, the District and the County further state:

- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this agreement. The County, acting through the Sheriff's Office, shall act as administrator for purposes of Iowa Code Chapter 28E.
- B. No real or personal property shall be acquired or held jointly in the execution of this agreement. The District and the County shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this agreement.
- C. Pursuant to Iowa Code section 28E.8, the County shall file this agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State.

Article XVI
No Third Party Beneficiaries

This agreement is by and between the parties only. There are no third party beneficiaries to this agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

LYNNVILLE-SULLY COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Directors
Lynnville-Sully Community
School District

By: _____
Superintendent,
Lynnville-Sully Community
School District

Date: _____

Date: _____

JASPER COUNTY, IOWA

By: _____
Chairman, Jasper County
Board of Supervisors

Attest: _____
Jasper County Auditor

Date: _____

Date: _____

Resolution _____

STATE OF IOWA }
Jasper County }

TRANSFER ORDER

\$2,521.00

Newton, Iowa, July 21, 2020

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Two thousand five hundred twenty one dollars and 00/100***

From: 0001-General Basic Fund

To: 0004- Ashton/Mariposa Parks
Maintenance Fund

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Director Request

By Order of Board of Supervisors.

Supervisor

NO. 1440

Attest

Teresa Anderson

Auditor/Designee

This transfer includes the total FY 2020 camping fees collected.

July 14, 2020

Tuesday, July 14, 2020 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Cupples and Carpenter present and accounted for; Chairman Talsma presiding.

Motion by Cupples and seconded by Carpenter adopt Resolution 20-46 to create the full-time position of Shared Inspections Technician.

YEA: CARPENTER, CUPPLES, TALSMAS

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

Motion by Cupples and seconded by Carpenter to approve a 3-year agreement between Jasper County and Ziegler Power Systems in the amount of \$4,220.77 to maintain various generators located at 7 different County buildings.

YEA: CARPENTER, CUPPLES, TALSMAS

Motion by Cupples and seconded by Carpenter to adopt Resolution 20-47 approving an agreement between Jasper County and the Iowa DOT for a Sign Replacement Program which includes a \$10,000 reimbursement to the County for sign replacement.

YEA: CARPENTER, CUPPLES, TALSMAS

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

The Engineer discussed with the Board and Entrance Policy that includes the replacement of metal tubes with plastic tubes.

Motion by Carpenter and seconded by Cupples to approve a contract and license agreement between Jasper County and Zencity for software that assists in understanding people through algorithms.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Cupples and seconded by Carpenter to recognize the new Iowa Law, stated in HF2502, passed by the legislature and signed by the Governor stating " if the County cannot provide adequate security measures in their buildings it cannot have a gun free zone on those buildings."

YEA: CARPENTER, CUPPLES, TALSMAS

Motion by Carpenter and seconded by Cupples to approve the Recorder's Monthly Report of Fees Collected for the period beginning June 1 and ending June 30, 2020.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Cupples and seconded by Carpenter to approve the Sheriff's Quarterly Report for the period beginning April 1 and ending June 30, 2020.

YEA: CARPENTER, CUPPLES, TALSMAS

Motion by Carpenter and seconded by Cupples to approve a temporary liquor license for Your Private Bartender, LLC at the Alta House Event Center.

YEA: CUPPLES, CARPENTER, TALSMAS

Motion by Cupples and seconded by Carpenter to approve Board of Supervisors Minutes for 07/07/2020.

YEA: CARPENTER, CUPPLES, TALSMA

There were no Board appointments.

Motion by Carpenter and seconded by Cupples to go into Closed Session in accordance with Iowa Code Section 21.5 (c) to discuss strategy with legal counsel.

YEA: CUPPLES, CARPENTER, TALSMA

The Board came back into Open Session.

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, July 14, 2020 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman