



BOARD OF SUPERVISORS

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

Thad Nearmyer

Doug Cupples

Brandon Talsma

July 7, 2026

9:30 a.m.

www.jasperia.org

Live Stream: <https://vimeo.com/event/5889215?fl=so&fe=fs>

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

Pledge of Allegiance

Item 1 Senior Nutrition – Kelli Van Manen

- a) Approval of Agreement between Jasper County, Iowa, and Colfax Community Senior Citizens Center, Colfax, Iowa
- b) Approval of Agreement between Jasper County, Iowa, and The Gathering Place, Monroe, Iowa

Item 2 Maintenance – Adam Sparks

- a) Quotes for the Armory Air Conditioning & Furnace Units

Item 3 Sheriff – Brad Shutts

- a) Approval of the Victus Food Service Agreement
- b) Approval of the Victus Commissary Software, Hardware and Fulfillment Agreement
- c) Approval of the NCIC Correctional Communications Service Subscriber Agreement

Item 4 Approval of Sheriff's Quarterly Report from April 1, 2026, to June 30, 2026

Item 5 Approval of Sheriff's Fiscal Year Report from July 1, 2025, to June 30, 2026

Item 6 Human Resources – Dennis Simon

- a) ICAP Insurance Renewal

Item 7 Information Systems – Ryan Eaton

- a) Approval of the HIPAA Software Change

Item 8 Approval of Board of Supervisors Minutes for June 30, 2026

Item 9 Board Appointments

PUBLIC INPUT & COMMENTS

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE COLFAX COMMUNITY SENIOR CITIZENS CENTER, COLFAX, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of the Colfax Community Senior Citizens Center for Title III C Elderly Nutrition Program.

Agreement is made this _____ day of _____ 2026 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and the Colfax Community Senior Citizens Center of Colfax, Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

- A.
1. The Company agrees that it will make available to the Project, the use of the dining room facilities at the Colfax Community Senior Citizens Center. This includes tables, chairs, and other equipment necessary to serve an average of Ten (10) to twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.
 2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.
 3. The Project, on a monthly basis will pay the Company \$400 as rent for use of the facility.
 4. The Company will provide trashcans or other suitable containers outside of the Colfax Senior Citizens Center in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.
 5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:
 - a. Comply with local sanitation and fire codes and ordinances.
 - b. Employ a professional pest control service on a regular basis.
 - c. Provide weekly janitorial service.
 6. The Company will provide utilities, including, water, sewer, electricity, and natural gas for the use of the program.
- B.
1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.
 2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2026, and shall be in force commencing on the effective date and ending June 30, 2027 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension there of terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub-contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

Colfax Community Senior Citizens Center
1 E. Howard & Walnut
Colfax, Iowa 50054

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson,

Thad Nearmyer, Chairperson

Attest: _____
Jenna Jennings, Auditor

**AGREEMENT BETWEEN JASPER COUNTY, IOWA AND
THE GATHERING PLACE, MONROE, IOWA**

SUBJECT OF AGREEMENT: Use of facilities of The Gathering Place for Title III C Senior Nutrition Program.

Agreement is made this _____ day of _____ 2026 by and between Jasper County, Iowa, having its office at the Courthouse in Newton, herein, after designated as the "Project" and The Gathering Place, Monroe Iowa, herein after- designated as the "Company".

In consideration of the mutual promises and covenants contained herein, the Company and Project agree as follows:

A. 1. The Company agrees that it will make available to the Project, the use of the dining room facilities at The Gathering Place. This includes tables, chairs, and other equipment necessary to serve an average of twenty (20) persons at about noon each day, five (5) days per week, except for agreed holidays, and that the Company will provide utilities necessary to service that part of the building.

2. The Company agrees to allow the Project Director, the Project Nutritionist and any other duly qualified representatives of the Project to perform their duties as necessary to insure the successful operation of the Project.

3. The Project, on a monthly basis will pay the Company \$400 as rent for use of the facility.

4. The Company will provide trashcans or other suitable containers outside of The Gathering Place in a place, which is in harmony with the laws and ordinances of the State of Iowa and will arrange for the regular and orderly removal of trash from such containers.

5. The Company will maintain the building; its fixtures and furnishings in a state of cleanliness, and repair, which permits the safe and sanitary operation of the program. In particular, the Company will:

- a. Comply with local sanitation and fire codes and ordinances.
- b. Employ a professional pest control service on a regular basis.
- c. Provide weekly janitorial service.

6. The Company will provide utilities including, water, sewer, electricity, and natural gas for the use of the program.

B. 1. The Project will serve meals at the site provided by the Company, five (5) days each week, Monday through Friday, excluding those holidays during which no Project meals are served at any other location pursuant to general employment policies of Jasper County, Iowa and/or pursuant to union contract involving Project employees.

2. The Project will hire employees and other staff as deemed necessary to implement the Program, who shall be employees of Jasper County.

3. The Project will place all disposable trash and other solid waste in plastic bags and into containers provided by the Company.

This Agreement constitutes the entire Agreement between the Company and the Project with respect to the subject matter hereof and thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of the Project and Company. No assignment or transfer of this Agreement may be made in whole or part, without the written consent of the Project first being obtained.

The Company shall indemnify, save and hold harmless the Project and all its agencies and employees of and from any and all claims, demands, actions, or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury or any other suit brought by any participants or other persons due to accident or injury against the Project, its employees or assigns.

This Agreement shall be effective as of July 1, 2026, and shall be in force commencing on the effective date and ending June 30, 2027 and during which such additional period or periods as the parties hereto agree upon. However, both parties to this Agreement may at any time during the life of this Agreement or any extension thereof terminate this Agreement by giving the other party thirty (30) days written notice of its intention to do so.

In connection with the carrying out of this Agreement, all parties shall comply with Title VII of the Civil Rights Act (78 stat. 214) and amendments and regulations issued pursuant thereto.

No person shall, on grounds of race, creed, color or national origin be excluded from participation in, be refused benefits of, or be otherwise subjected to discrimination, under agency grants awarded pursuant to Title III Planning Grant 85 or the Iowa Commission on the Aging Resources of Central Iowa or any project or program supported by such grants. Sub- contractors must comply with the provisions and requirements of Title VII of the Civil Rights Act 1964 and regulations issued by the Department of Health, Education and Welfare thereunder as a condition of the award of Federal Funds and continued grant support.

IN WITNESS WHEREOF, the parties have thereto caused this Agreement to be signed by their duly authorized officers the day and year first above written.

The Gathering Place
113 S Monroe St
Monroe, Iowa 50170

JASPER COUNTY, IOWA
Courthouse, 101 First Street North
Newton, Iowa 50208

Chairperson

Thad Nearmyer, Chairperson

Attest: _____
Jenna Jennings, Auditor



Brooker Plumbing, Heating & Cooling

1313 E 12th St N
Newton, IA 50208

ESTIMATE	#921
ESTIMATE DATE	Jun 22, 2026
EXPIRATION DATE	Jul 22, 2026
TOTAL	\$34,414.00

JASPER COUNTY
P.O. BOX 944
NEWTON, IA 50208

CONTACT US

(641) 792-2387
traci@brookermech.com

ESTIMATE

American Standard - 100K BTU - Silver Series

Services	amount
INSTALL - Silver Series - 100K BTU Furnace American Standard - Silver Series - 100K BTU Furnace A skilled technician team will perform the following: Disconnect and remove existing furnace, Set New furnace in place, Custom build supply duct as necessary and connect to existing system, Install filter rack and adjust duct as necessary to connect to existing system, Install gas piping from existing to furnace, Install new condensate piping and route to floor drain or pump Connect to existing electrical wiring Perform start up on furnace and adjust settings for optimized performance.	\$4,984.00
INSTALL-SILVER - INSTALL - Silver Series - 3 ton A/C American Standard - Silver Series - 3 ton A/C A skilled technician team will perform the following: Set equipment pad, Install A/C condenser, Install line set if accessible/flush line set with ProFlush if not accessible, Install electrical whip and connect to existing electrical disconnect, (install electrical disconnect if needed.) Connect existing low voltage to outdoor unit, furnace, and thermostat. Install evaporator coil. Install custom fabricated supply plenum and connect new to existing duct system, Install condensate piping from evaporator to drain or pump, Evacuate system, Perform system start up, Charge system to optimize performance,	\$6,135.00
INSTALL-SILVER - INSTALL - Silver Series - 100K BTU Furnace American Standard - Silver Series - 100K BTU Furnace A skilled technician team will perform the following: Disconnect and remove existing furnace, Set New furnace in place, Custom build supply duct as necessary and connect to existing system, Install filter rack and adjust duct as necessary to connect to existing system, Install gas piping from existing to furnace, Install new condensate piping and route to floor drain or pump Connect to existing electrical wiring Perform start up on furnace and adjust settings for optimized performance.	\$4,984.00

INSTALL-SILVER - INSTALL - Silver Series - 3 ton A/C**\$6,135.00**

American Standard - Silver Series - 3 ton A/C

A skilled technician team will perform the following:

Set equipment pad,
Install A/C condenser,
Install line set if accessible/flush line set with ProFlush if not accessible,
Install electrical whip and connect to existing electrical disconnect, (install electrical disconnect if needed.)
Connect existing low voltage to outdoor unit, furnace, and thermostat.
Install evaporator coil,
Install custom fabricated supply plenum and connect new to existing duct system,
Install condensate piping from evaporator to drain or pump,
Evacuate system,

Perform system start up.
Charge system to optimize performance.

INSTALL-SILVER - INSTALL - Silver Series - 120K BTU Furnace**\$5,018.00**

American Standard - Silver Series - 120K BTU Furnace

A skilled technician team will perform the following:

Disconnect and remove existing furnace.
Set New furnace in place,
Custom build supply duct as necessary and connect to existing system,
Install filter rack and adjust duct as necessary to connect to existing system,
Install gas piping from existing to furnace,
Install new condensate piping and route to floor drain or pump
Connect to existing electrical wiring

Perform start up on furnace and adjust settings for optimized performance.

INSTALL-SILVER - INSTALL - Silver Series - 5 ton A/C**\$7,158.00**

American Standard - Silver Series - 5 ton A/C

A skilled technician team will perform the following:

Set equipment pad,
Install A/C condenser,
Install line set if accessible/flush line set with ProFlush if not accessible,
Install electrical whip and connect to existing electrical disconnect, (install electrical disconnect if needed.)
Connect existing low voltage to outdoor unit, furnace, and thermostat.
Install evaporator coil,
Install custom fabricated supply plenum and connect new to existing duct system,
Install condensate piping from evaporator to drain or pump,
Evacuate system,

Perform system start up,
Charge system to optimize performance,

Subtotal	\$34,414.00
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Tax (IOWA SALES TAX 7%)	\$0.00
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Total	\$34,414.00
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Thank you for choosing Brooker Plumbing and Heating!

For Financing options you can click link: <https://apply.optimusfinancing.com/EGIA-457090>

B%rookwood Incorporated

409 N 23rd Ave W PO Box 826

Newton, Iowa 50208

(641) 792-1186

June 17, 2026

Jasper County Armory
1030 W 2nd St S
Newton, IA 50208

641-792-2196

To install 3 HVAC systems. Install two EL297UH090XV48CK 97% AFUE Lennox furnaces with variable speed blowers and one EL297UH135XV60D 97% furnace with variable speed blower. Install two ML14KC1-36 15.5 seer2 A/Cs and one ML17KC2-060 15.2 seer2 A/C. Install new cased coils and linesets. Reattach units to plenum, returns, and PVC venting. Install new thermostats (programable). Dispose of old units.

For a sum of \$29,820

Note: Black hills rebates total \$1050 for 96% and higher. Will need to verify where to have rebates sent.

Thank you for the opportunity to bid this project and if you have any questions, please give me a call.
Terms: Tax is assumed in quote. Payment is due upon date of receipt. Quote is guaranteed for 30 days.
Permit fees are not included.

Thank You,
Brookwood, Inc



Michael D Wood
MDW/bcc

Mechanical System Recommendation



Date: 5-29-2026

Job Name: 3 Furnace and Air Conditioner Replacement

At: Old Armory

To: Adam Sparks

Address:

Jack Reeves

Owner

Jack@ReevesHeatingandCooling.com

641-787-7567

2570 W 12th St N

Newton, IA 50208

Items Included in Recommendation:

Installation Material	Yes	Cutting	NO
Installation Labor	Yes	Patching	NO
Electrical Wiring	Yes	Vent Piping	Yes
Condensate Piping	Yes	Gas Piping	Yes

We recommend the following equipment:

① North System - Carrier Furnace model 59TN7A080CA1--20, 97% efficient with 76,000 BTU heating output on high fire and 50,000 on low. This model is 2-stage and uses a Variable Speed blower motor.

Carrier air conditioner model 26SCA536W003, 15.5 SEER2 - 13 EER2 with 33,600 BTU cooling capacity at 95°F outdoor air temperature. "3 Ton"

Carrier cased evaporator coil model CVAVA4821XMA

Honeywell digital thermostat model THA110U4004

New refrigeration lines will be installed.

Crane lift for total project added to this equipment quote.

Permit fees added to each quote.

NO TAX Added to quotes.

② South Smaller System - Same equipment as quote ①

③ South Larger System - Carrier Furnace model 59TN7A120CA4--22, 97% efficient with 116,000 BTU heating output on high fire and 75,000 on low. This model is 2-stage and uses a Variable Speed blower motor.

Carrier air conditioner model 26SCA560W003, 15 SEER2 - 12.5 EER2 with 57,500 BTU cooling capacity at 95°F outdoor air temperature. "5 Ton"

Carrier cased evaporator coil model CVAVA6124XMA

Honeywell digital thermostat model THA110U4004

New refrigeration lines will be installed.

Commercial Warranties - 20 year limited on heat exchangers

5 year limited on thermostats

1 year limited on parts and labor

Existing equipment being replaced, if any, to be property of Dealer will Remove

(Dealer/Customer)

Black Hills Commercial Furnace rebate: $\$350 \times 3 = \1050.00

Price and Terms

Heating Equipment: Quote 1 $\$11,999.93$ minus $\$315$ Allowt A.C. rebate = $\$11,684.93$
Air Conditioner Equipment: Quote 2 $\$10,274.35$ minus $\$315$ Allowt A.C. rebate = $\$9,959.35$
Other: Quote 3 $\$11,793.97$ - No Allowt A.C. rebate

Total Price: $\$33,438.25$ Invoice Amount
Customer net cost after Black Hills rebate = $\$32,388.25$

Payment upon Completion	☒
½ Payment Now, ½ Payment upon Completion	☐
Monthly Draws on Work Completed	☐

* Add 4% to total price if paying by credit card

*Price includes all applicable taxes and permit fees

*Unless signed by purchaser, price subject to change after 10 days

Purchase Agreement

The Customer hereby enters into an agreement to purchase the specified equipment and services provided by Reeves Heating and Cooling Inc.

To accept the above proposal, please sign below.

Jack Reeves
Dealer Signature

Customer Signature

Date: 5-29-2026

Date: _____

Proposal

Worksite: Jasper County (IA) (251210)
Jasper County Armory (1030)
1030 West 2nd Street South
Newton, IA 50208-4629

Invoice: Jasper County (IA)(251210)
Jasper Co CH Maint-PO Box INV(000)
PO Box 944
Newton, IA 50208-4629

Date: 6/12/2026

Quote #: 637925.1

Project: Replace three units

We propose to furnish the materials and/or perform the work described below:

- Remove two (2) 90k btu and one (1) furnaces from mechanical closet
- Remove two (2) 3 ton and one (1) 5 ton condensing units from roof of building
- Replace existing furnaces with 97% 2 stage gas valve with variable speed blower Lennox furnaces
- Replace existing condensers with 15.2 SEER two stage 454B Lennox condensers
- Replace existing coils with Lennox cased coils
- Replace refrigerant lines for all three condensing units
- New thermostats for two stage condensers
- Replace condensate drains
- Add heat tape to one drain line
- All electrical, gas and control connections
- Disposal of existing equipment
- Crane charge

We have included the following:

- All labor during regular business hours.
- Final adjustment and calibration of equipment.

We have not included:

- Any work not specifically stated in this proposal.
- Parts or labor from original call.

All for the sum of: Forty Eight Thousand One Hundred Seventy Eight Dollars and Fifty Cents
\$48,178.50

This proposal is subject to the terms and conditions as shown on the attached page.
This quote is valid for 30 Days.

Upon Purchaser's approval signature, this proposal will become a legal and binding contract.

Purchaser's Acceptance:
Jasper County (IA)

Signature

Date

Printed Name

Respectfully Submitted:
The Waldinger Corporation

Ross Tomlinson

Signature

6/12/2026

Date

Ross Tomlinson

Printed Name

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Proposal, upon notice to proceed by the Purchaser, shall constitute the entire Agreement between The Waldinger Corporation and the Purchaser and supersedes any prior representations or understandings. No change or modification of any of the terms and conditions stated herein shall be binding upon The Waldinger Corporation unless accepted by The Waldinger Corporation in writing.

Unless it is specifically noted otherwise, The Waldinger Corporation's obligation under this Agreement expressly excludes any work or service associated with clean up, control, removal or disposal of environmental hazards or dangerous substances including but not limited to asbestos or PCBs discovered in or on the premises.

Unless it is specifically noted otherwise, this Proposal is based upon the use of straight time labor only.

2. INVOICING AND PAYMENTS

The Waldinger Corporation may invoice Purchaser monthly for all materials delivered to the jobsite or to an off-site storage facility and for all work performed on-site and off-site. Purchaser agrees to pay The Waldinger Corporation the amount invoiced upon receipt of invoice. Invoices not paid within 30 days of the invoice date will be considered delinquent and subject to a service charge and interest computed at the maximum allowable legal interest rate.

The Purchaser agrees that he will pay and reimburse The Waldinger Corporation for any and all reasonable attorney's fees or other costs which are incurred by The Waldinger Corporation in the collection of the amounts due and payable hereunder.

3. WARRANTY

The Waldinger Corporation warrants and agrees to replace any of its workmanship which is disclosed within a period of 30 Days after the performance thereof to be defective. The Waldinger Corporation warrants materials and parts purchased by The Waldinger Corporation from others only to the extent the same are warranted by the suppliers thereof.

4. TAXES

The price stated in this proposal includes any applicable taxes unless specifically noted otherwise. Purchasers shall pay any and all taxes as required by federal, state or local law.

5. COMPLIANCE WITH LAWS

The Waldinger Corporation shall comply with all applicable federal, state or local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

6. LIABILITY

The Waldinger Corporation shall indemnify the Purchaser from liabilities, losses or damages which may arise in connection with the execution of the work herein specified, and which are caused solely by the negligent act or omission of The Waldinger Corporation. Notwithstanding the foregoing, in no event shall The Waldinger Corporation be liable for any special, indirect or consequential damages which may arise in any manner in connection with the execution of the work, nor shall The Waldinger Corporation's liability under this indemnification exceed the greater of \$25,000.00 or the price of the work stated in this Proposal.

The Waldinger Corporation shall not be liable for any delay in the performance of the work resulting from or attributable to acts or circumstances beyond The Waldinger Corporation's control, including, but not limited to, acts of nature, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, owner, or other contractors or delays caused by suppliers or subcontractors of The Waldinger Corporation.



Victus Food Service
Food Service Agreement (the "Agreement")

Patel Services, LLC, a Kentucky limited liability company doing business as Victus Food Service ("Vendor"), with its principal place of business located at 100 Aqua Drive, Cold Spring, KY 41076 and with a mailing address of P.O. Box 76573 Highland Heights, KY 41076, and Jasper County Sheriff's Office, a governmental agency, with a mailing address of 2300 Law Center Drive Newton, IA 50208 ("Customer") agree on as follows:

WHEREAS, Customer operates a detention facility located at 2300 Law Center Drive Newton, IA 50208, hereinafter referred to as the "Facility";

WHEREAS, Vendor is a food service provider and desires to provide such service for Customer at the Facility;

WHEREAS, Customer desires Vendor to provide such service;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

Pursuant to and under the terms of this Agreement, Vendor will be the exclusive provider of food service (commissary and vending machine operations are not part of nor covered by this Agreement) for the Facility and will provide consulting services as to administrative, dietetic, purchasing, and equipment; meal service; and personnel to prepare meals. Vendor will comply with and provide services required herein in accordance with applicable federal, state, and local statutes, ordinances, and regulations; the American Correctional Association Standards; the Food and Nutritional Board of the National Academy Science requirements as prescribed for residents. Vendor will be an independent contractor of Customer and Vendor will retain control over its employees and agents. The employees of Vendor are not, and will not, be deemed to be employees of Customer, and employees of Customer are not, and will not, be deemed to be employees of Vendor.

Food service required outside the scope of this Agreement will be provided by Vendor upon written authorization by Customer and at mutually agreed upon prices for such services.

2. OPERATIONAL RESPONSIBILITIES

- a) **PREPARATION.** Customer will notify Vendor of the actual number of meals to be ordered each day as of midnight count. When such notice is not given, Vendor will prepare the same number of meals as prepared for the previous day.

Vendor shall ensure the preparation of meals and Facility personnel shall receive them at the Facility kitchen and transport to appropriate areas, returning the trays and support equipment to the kitchen at least two (2) hours before the next meal. The meals to be prepared by Vendor shall be prepared from the approved menus set forth on Exhibit A, which is incorporated herein by reference, unless both the Customer and the Vendor mutually agree otherwise in writing.

- b) **SPACE AND EQUIPMENT.** Customer will, at its expense, provide Vendor with kitchen space at the Facility, said space to be completely equipped and ready to operate, together with such heat, air conditioning, refrigeration, lights, ventilation, dry storage, and other utility services, including but not limited to, electric, natural gas, water, sewage, sanitation, and local and long distance business telephone services as may be reasonably required for performance of the requirements of this Agreement.

VICTUS

FOOD SERVICE

Customer will, at its expense, provide and maintain kitchen appliances and equipment; and preparation, storage, serving and holding equipment and utensils. Customer will, at its expense, be responsible for the repair and/or replacement of all kitchen appliances and equipment except when such repair and/or replacement is necessitated by the gross negligence of Vendor. Customer will, at its expense, provide cooking small wares and utensils, trays and eating utensils including replacements as needed.

- c) **SANITATION.** Vendor will, at its expense, be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas. Customer agrees that Customer personnel may be utilized by Vendor as needed to assist Vendor in sanitation duties. Customer will, at its expense, be responsible for extermination services and the removal of trash and garbage from the designated food service area.
- d) **MAINTENANCE.** Customer will, at its expense, provide general maintenance services to include, but not limited to, gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces; and shall provide preventive maintenance and equipment repairs and replacements for Customer owned equipment.
- e) **RESIDENT WORK PROGRAM.** Customer agrees to provide ___ residents to assist Vendor in the provision of the services required to be provided under this Agreement. The type of jobs to be performed by such residents will be determined by Customer and Vendor prior to the start up of service with jobs being provided, but not limited to, sanitation, food preparation and production, and storeroom functions.
- f) **CONTINGENCY PLAN.** Vendor will, after consultation with Customer, submit within sixty (60) days of commencement of services herein, a contingency plan to provide meal service in the event the area or services of the Facility cannot be used. It shall be Customer's obligation to provide, at its expense, a contingent space in the event the area or services at the Facility cannot be used. Customer will use its best efforts to assist Vendor by permitting reasonable variations in the menu cycle and method of service, as conditions may require. Additional reasonable costs, if any and if appropriately documented, incurred providing service during this time shall be reimbursed by Customer.
- g) **FOOD PRODUCTS AND CLEANING SUPPLIES.** Vendor will purchase and pay for all food products, kitchen cleaning supplies, and consumable supply inventory, with these products remaining the property of Vendor.
- h) **RETURN OF EQUIPMENT/INSURANCE OF EQUIPMENT.** Vendor will return to Customer at the expiration of this Agreement the food service premises and all equipment furnished by Customer in the condition in which it was received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other disaster (including any and all acts of God), and except to the extent that said equipment may have been stolen by persons other than employees of Vendor without negligence on the part of Vendor or its employees. Customer shall have the sole and exclusive responsibility, at its expense, to obtain and maintain insurance coverage for and on the premises and all equipment furnished by Customer.
- i) **LICENSE, FEES, PERMITS, AND TAXES.** Vendor will secure and pay all federal state and local licenses, permits and fees which may pertain to the provision of services required pursuant to this Agreement. In the event a sales or similar tax is assessed to Vendor under the terms of this Agreement, Customer will reimburse Vendor for such tax. Customer represents and warrants to Vendor that Customer is a Tax-Exempt government entity and any tax would only apply if Customer lost its tax exemption status.



- j) Customer assumes full responsibility for any loss, contamination, or damage to the product after delivery, including but not limited to damage caused by pests, rodents, insects, mold, mildew, or other environmental factors.

3. PERSONNEL

- a) **STAFFING.** Vendor will provide personnel to perform the services set out herein; provide a written job description to each employee which clearly delineates the duties of the job; and monitor its staff to verify performance compliance with the requirements of this Agreement. Vendor will permit only employees who have a clear background and drug screen to perform service at the Facility unless this is waived by Customer in writing for a specific individual. Customer shall run all potential employees of Vendor for criminal histories and background checks to their satisfaction prior to that person being hired to work in the Facility.
- b) **ORIENTATION.** Vendor and Customer will jointly provide orientation and training to any Vendor employee providing services at the Facility, prior to the employee performing with such orientation and training addressing at a minimum applicable Customer policies and procedures and security issues.
- c) **HEALTH EXAMS.** Vendor shall cause its employees assigned to work at the Facility to submit to periodic health exams at least as frequently and stringently as required by applicable state statutes and will submit to Customer in the form of a valid food handler's certificate.
- d) **FACILITY ADMITTANCE.** Customer reserves the right, in its sole discretion, to deny admittance to the Facility to any Vendor employee after first providing Vendor with the basis for such denial. The Customer need only give reasonable advance notice to the supervisor for Vendor on duty at the Facility at the time necessary to deny admittance of a Vendor employee. In this event, Vendor shall, as promptly as is reasonably possible, provide alternate personnel to supply services required herein.
- e) **EMPLOYMENT OF STAFF.** Customer and Vendor agree that, without specific permission of the other party, neither party will hire a supervisory employee of the other for the period of this Agreement and for twelve (12) months thereafter unless this is waived by Vendor and Customer in writing for a specific individual.
- f) **SECURITY.** Customer will provide reasonable and adequate physical security at all times for Vendor employees, suppliers, management and other authorized visitors. It is understood by and between the parties hereto that it is impossible for the Customer staff to guarantee the safety and security of any Vendor employee but, the Customer shall take those steps as are reasonably prudent to provide security necessary for Vendor employees.

4. PAYMENT

- a) **UNIT PRICE.** Customer shall pay Vendor the amounts set forth on Exhibit B, the terms and conditions of which are incorporated herein by reference. The fiscal arrangements in this Agreement are based on conditions existing on the date Vendor commences operations, including the Facility's resident population, the availability of resident labor, food and supply costs, Federal State and local sales and other taxes and other operation costs. In the event of a significant change in these conditions, either party may request a revision of the fiscal arrangements to reflect the change.

VICTUS

FOOD SERVICE

Any price increase offered at renewal time cannot exceed the Food Away From Home Index provided by the government on a monthly basis. Vendor must notify Customer of any intention of price change no less than thirty (30) days prior to the expiration of the yearly term of this Agreement.

- b) **PAYMENT/INVOICES.** Vendor shall submit to Customer the following week for the preceding week an invoice for meals ordered or served, whichever is greater. Payment by Customer will be made within thirty (30) days after receipt of an invoice. Such payment shall be sent to:

Patel Services, LLC
P.O. Box 76573
Highland Heights, KY 41076

The invoices will reflect the preceding week's food services as follows:

1. Actual number of resident meals;
2. Any Officer, staff and visitor meals provided; and
3. Any additional food or beverage services as required.

5. EQUAL EMPLOYMENT OPPORTUNITY

Vendor and Customer mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or county policy. In addition, Vendor agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed.

6. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless Customer, its officers, employees, agents and servants for any and all claims for accidents or occurrences involving death, bodily injury and damage to tangible property directly caused by Vendor's breach of its obligations under this Agreement and to pay all claims, direct (but not special or incidental) damages, judgments, legal costs, adjuster fees and reasonable attorney fees in relation thereto. However, it is expressly understood that Vendor shall not be responsible for damages caused by residents of the Facility and/or by the employees, agents, officers or contractors of Customer. Employees, agents, officers, contractors and residents of Customer are not agents or employees of Vendor and as such, no liability is to be incurred by Vendor as a result of the actions or inactions of such parties. Customer agrees to indemnify and hold Vendor harmless from any liability claim by or through such parties against Vendor.

7. RECORDS

Vendor agrees to retain all records and other documents related to its provision of services required pursuant to this Agreement and/or in compliance with applicable state statutes. All such records shall be made available in a prompt of manner as is reasonable to the Customer's administrative staff as requested in writing by them. If requested in writing by Customer within three (3) months after the termination of this Agreement, Vendor shall turn all documents over to the Customer for retention or disposal at the discretion of the Customer.



8. TERM OF AGREEMENT

This term of this Agreement shall be three (3) years commencing on the ____ day of _____, _____. Unless written notice is delivered to either party at least thirty (30) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew upon the same terms and conditions as set forth herein.

9. EXCUSED PERFORMANCE

No party to this Agreement shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice without liability to the Impacted Party; provided that payment for services rendered by Vendor prior to the date of termination shall be remitted in accordance with the terms and conditions of this Agreement.

10. TERMINATION

- a) CAUSE. If either party shall refuse, fail or be unable to perform or observe any of the terms and conditions of this Agreement (except as is set forth in Section 9 above), the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from the date such notice is received, such breach has not been corrected to the reasonable satisfaction of the party claiming breach, then the party claiming breach shall have the right to terminate this Agreement for cause.
- b) Upon the termination or expiration of this Agreement, Vendor shall, as soon thereafter as is reasonably feasible, vacate the Facility and remove its property from the Facility.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. GOVERNING LAW

This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with, the laws of the State of Iowa, United States of America, without regard to the conflict of laws provisions thereof.



13. NO THIRD PARTY BENEFICIARIES

This Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, is invalid, illegal or unenforceable, the remainder of this Agreement is unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. CHOICE OF FORUM

Each party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court for the Southern District of Iowa or, if such court does not have subject-matter jurisdiction, the courts of the State of Iowa, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in U.S. District Court for the Southern District of Iowa or, if such court does not have subject-matter jurisdiction, the courts of the State of Iowa. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. EXTENT OF AGREEMENT

This Agreement, including the exhibits attached hereto, represents the entire Agreement between Customer and Vendor and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of Customer and Vendor.

Signature page follows.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year first above written.

VENDOR:

Patel Services, LLC DBA Victus Food Service

By: _____

Printed Name: _____

Title: _____

Date: _____

Jasper County Sheriff's Office:

By: _____

Printed Name: _____

Title: _____

Date: _____

Board of Supervisors Chairperson:

By: _____

Printed Name: _____

Title: _____

Date: _____

Auditor:

By: _____

Printed Name: _____

Title: _____

Date: _____



Exhibit A: Menus



Exhibit B: Jasper County Sheriff's Office

Inmate Population Sliding Price Scale

FROM		TO		PRICE
30	-	34	\$	7.783
35	-	39	\$	6.804
40	-	44	\$	6.069
45		49	\$	5.498
50	-	54	\$	5.041
55	-	59	\$	4.667
60	-	64	\$	4.356
65	-	69	\$	4.092
70	-	74	\$	3.890
75	-	79	\$	3.707
80	-	84	\$	3.531
85	-	89	\$	3.376
90	-	94	\$	3.239
95	-	99	\$	3.116
100	-	104	\$	3.005
105	-	109	\$	2.905
110	-	114	\$	2.815
115	-	119	\$	2.732
120	-	And Over	\$	2.656
Kosher			\$	7.000



**Victus Commissary
Commissary Software, Hardware, and Fulfillment Agreement**

Patel Services, LLC, a Kentucky limited liability company doing business as Victus Commissary (Vendor), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Jasper County Sheriff's Office (hereafter "Customer") with its principal place of business at 2300 Law Center Drive Newton, IA 50208 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor to the right to sell commissary or food products and any other items which are charged to the inmates' account balance including, but not limited to debit phone products within all pre-existing and future jail and/or detention facilities controlled by the Customer. Customer also agrees to exclusively permit Vendor to provide commissary and trust accounting software, a lobby kiosk, booking kiosk, in-pod kiosks, and care packs for ordering within all pre-existing and future jail, detention or resident facilities. Vendor to install the products and services described herein (hereinafter referred to as the "Offering")

Vendor and Customer agree that no other type of commissary communication device will be installed in the jail or any facility controlled by the Customer.

Agreement Term:

This Agreement will remain in force and effective for thirty-six (36) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew upon the same terms and conditions as set forth herein.

Commission

Commission paid is twelve (12%) percent of net sale from the products ordered and non-returned for the term of this agreement, including fulfillment service, web sale ordering, and care packs. Net sale is defined as total sales minus sales tax, stamps and other items sold to inmates at cost (i.e. indigent items).

Customer will pay invoices within thirty (30) days of receipt. Vendor will be responsible for the collection and remittance of all applicable sales tax. In the event that any invoice remains unpaid for greater than sixty (60) days beyond the thirty (30) day payment term, Vendor or its affiliated entities may, in their sole discretion, withhold payment of any commissions or other payments due to Customer under this or any other agreement between Customer and Vendor or any of its affiliates, including agreements for inmate communications or related services, until all past due invoices have been paid in full. Customer explicitly agrees that the withholding of commissions or other payments due to outstanding balances does not constitute a breach by Vendor or its affiliates of this or any related agreement. Nothing in this Agreement shall otherwise permit either party to withhold or refuse payment of any money due for services provided in full compliance with the terms of this Agreement.

Equipment

At no cost to Customer, Vendor will own and maintain the following: one (1) booking kiosk for inmate deposits, one (1) lobby kiosk for commissary deposits, and one (1) server. Additional equipment may be added with mutual agreement between Vendor and Customer.

Product Ordering, Returns and Refunds

Customer agrees to order all commissary products from Vendor unless other circumstances or arrangements are agreed upon in writing. An example of "other circumstance" - Vendor does not carry a specific product or products the facility sells and Vendor does not desire or is unable to add the product to their current inventory.



Online care pack ordering service is required for the duration of this agreement.

Customer agrees that after two (2) weeks from receiving orders, products are non-refundable and non-returnable. Customer agrees that once a product or products is delivered to an inmate, that product or products cannot be returned to Vendor and are non-returnable and non-refundable. All sales are final once receipt is signed.

Vendor Responsibilities

1. Vendor will keep inventory adequately serviced and supplied with the appropriate merchandise in good quality. Vendor warrants that initial price list is subject to price adjustments due to market factors and distributor price increases beyond the control of Vendor during the term of this agreement. Vendor reserves the right to adjust commissary pricing at any time in response to receiving price increases from a distributor. Any such price adjustments will be limited to the products that were increased by the distributor.
2. For the sales of food products, non-alcoholic beverages, tobacco products, and other such articles, Vendor will keep inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Vendor warrants that initial price list is subject to price adjustments due to market factors and distributor price increases beyond the control of Vendor during the term of this agreement. Vendor reserves the right to adjust commissary pricing at any time in response to receiving price increases from a distributor. Any such price adjustments will be limited to the products that were increased by the distributor.
3. Vendor agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.
4. Vendor will collect and pay all state and federal sales and use taxes.
5. If the Vendor is notified of a sales tax increase, Vendor will comply by adjusting the tax rate accordingly.
6. All records will be kept on file by Vendor for a period of three (3) years, from the date which record is made. Upon reasonable price, Vendor will give Customer, or Customer's authorized representative, the privilege of inspecting, examining, and auditing during normal business hours, and with a five (5) day advance notice, such of Vendor records directly relevant to Customer's purchases. The cost of such inspection, examination, or audit shall be the sole expense of Customer. Such inspections shall take place at the Vendor location where said records are normally maintained.
7. Fulfillment orders will be delivered to the customer site by common carrier or by Vendor's employees.
8. Vendor will provide phone support for Vendor's software during normal business hours. Vendor will provide adequate and extensive training of equipment and software.

Customer Responsibilities

9. Customer will assume full liability for payment of all sales from the Inmate commissary program. Customer shall allow no liens to be placed against the operator's property resulting from Customer's failure to perform all of its obligations.
10. It shall be the sole responsibility of Customer to ensure that Customer's employees follow and adhere to the accounting system provided by Vendor, and operating procedures presented during initial training provided by Vendor. This includes, but is not limited to, balancing cash drawers, daily trust funds balancing, weekly trust fund balancing, and monthly check book and bank reconciliation.
11. Customer shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Customer's facility.



12. It shall be the sole responsibility of the Customer to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Vendor. Under no circumstance will Vendor be responsible for the Integrity of the account balances maintained by Customer.
13. Customer or Customer's staff will adhere to a mutually agreed time frame for commissary order and delivery procedures.
14. Customer shall promptly, and in a timely manner, notify Vendor of any changes in Customer's Hardware, Software or Operating Procedures that in any way affect Vendor hardware, software or Vendor performance under this agreement.
15. Customer will accurately account for and deliver commissary orders shipped by Vendor, notifying Vendor immediately of any discrepancy.
16. With any interface, Customer will ensure that Customer's Hardware or Software is in no way a result in the disruption of Vendor's Hardware or Software operating systems, files, and file structure.
17. If a server is being installed, Customer must supply space in a server room with network connectivity and a power outlet for the server. It is recommended that the power provided is backed up by a facility generator to ensure continuity of the software and services.

Indemnification and Insurance

The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided. However, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Vendor or Customer, in no event later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless.

Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that Vendor will have no liability for the content of recordings stored on behalf of the Customer.

Employees

Parties to this Agreement recognize that employees of Customer are not employees of Vendor and employees of Vendor are not employees of Customer.

During the term of this Agreement, and for a period of three (3) months from the termination of this agreement, including any renewal or extension of this agreement the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party.

Termination

Failure of any third-party delivery service to deliver a Vendor shipment in a timely and satisfactory manner may not be a cause for termination of this agreement. Customer must notify Vendor of any delivery issues related to third party delivery service providers. Vendor will have thirty (30) days to resolve delivery issues. If Vendor cannot resolve delivery issues, Customer reserves the right to terminate the contract for cause.



Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given.

In the event any governmental tariff or regulation prevents Vendor from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then Vendor at its sole discretion may terminate this Agreement without liability.

In the event of a termination of this Agreement for any reason, the Customer agrees to allow Vendor access to the facility in order to remove all equipment associated with this Agreement. Vendor agrees to remove the equipment within thirty (30) days after termination of this Agreement.

This service is based on an ADP of 75. If the Customer's ADP drops by 15% or more for three or more consecutive months, Vendor reserves the right to renegotiate.

Vendor Title to Software and Hardware

All software installed by Vendor to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Vendor services. This software technology shall at all times remain the property of Vendor, with title and all rights vested in Vendor. Customer shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Vendor. All hardware installed by Vendor shall remain the property of Vendor, unless purchased by Customer.

Excused Performance

In case performance of any terms or provisions hereof (other than payment of the monies) shall be delayed or prevented because of compliance with any law, degree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other person whatsoever is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the periods of such suspension of performance of duties hereunder.

Assignment

Neither Vendor nor Customer may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

Entire Agreement Waiver

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services and there are no other or further written, or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Vendor and Customer. This Agreement supersedes all other agreements between the parties for the provision of services outlined herein.



Notices

All notices to Customer shall be addressed:

Jasper County Sheriff's Office

All notices to Vendor shall be addressed:

Victus Commissary

100 Aqua Drive

Cold Spring, KY 41076

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment.

Furthermore, signing this document confirms to Vendor, that the detention facility described herein is not under a contract with any commissary provider. The undersigned has the authority and hereby directs Vendor to install their commissary solution.

The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the _____ day of _____, _____ (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Jasper County Sheriff's Office

Patel Services, LLC DBA Victus
Commissary

Print Name, Title

Print Name, Title

Signature

Signature

Date

Date

Board of Supervisors Chairperson

Auditor

Print Name

Print Name

Signature

Signature

Date

Date



NCIC CORRECTIONAL COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

CORRECTIONAL TELEPHONE SERVICES, VIDEO VISITATION SERVICES, MESSAGING, TABLETS AND RELATED COMMUNICATIONS SERVICES FOR INCARCERATED PERSONS

CONTRACT BETWEEN JASPER COUNTY SHERIFF'S OFFICE AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC CORRECTIONAL SERVICES (NCIC).

This NCIC Correctional Communications Service Subscriber Agreement ("Agreement") is made this 7 day of July, 2026 ("Effective Date"), by and between NCIC Correctional Services (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Jasper County Sheriff's Office ("Subscriber") having its principal place of business at:

Address: 2300 Law Center Drive

City, State & Zip Code: Newton, IA 50208

Contact: Chief Jailer Wendy Hecox

Phone: 641-791-7081

Email address: whecox@jaspersheriff.org

WITNESSETH

Whereas, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) incarcerated persons housed in the Jasper County Jail and other correctional facilities are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Correctional Facility or Facilities.

Whereas, Provider is qualified and willing to provide Subscriber with the InTouch Correctional Communications System for correctional telephone, video visitation, messaging and related communication and educational services for incarcerated populations;

Now, therefore, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

I. TERM

This Agreement shall begin on the Effective Date and continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew under the same terms and conditions for a period of one (1) year ("Renewal Term") if notice of non-renewal is not received at least ninety (90) days prior to the completion of the Initial Term. Upon completion of the Initial and Renewal Terms, this Agreement shall continue in full force and effect for additional periods of twelve (12) months each if no action is taken by either Party.

II. TERMINATION

Subscriber may terminate this Agreement for cause, pursuant to the provisions of Paragraph IV(A). Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph IV(A).

III. COMMUNICATIONS SYSTEMS FOR INCARCERATED POPULATION

A. Installation of Correctional Communications System

Provider shall provide to Subscriber at no cost, a fully operational, high-security and reliable Correctional Communications System to be installed at the Facility. The system provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard. The Correctional Communications System shall, depending on the requirements of Subscriber, be capable of providing traditional correctional telephone service, both on-site (standard) and off-site (remote) visitation sessions, educational and communication tablets well as a range of complementary paperless applications such as secure electronic messaging, tickets / kites, digital mail delivery and access to approved third-party applications based on the preferences and allowances of Subscriber.

B. Provider's Responsibilities

Provider shall be responsible for the following regarding the Correctional Communications System:

1. Adhering to any and all municipal, state or federal requirements for equipment installation, certification, training or registration during the life of the Agreement;
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all correctional communications and related services provided throughout the duration of the Agreement;
3. Making any system modifications necessary to allow incarcerated persons to participate in calls, video visits and secure messaging in compliance with any industry standards or requirement change(s) at no cost to Subscriber;
4. Complying with and updating the Correctional Communications System for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;
5. Providing a comprehensive Correctional Communications and Educational System that will allow for all required call types, video visitations, secure messages, free educational / entertainment system and Premium Services and content;
6. Providing a Correctional Communications System which includes, but is not limited to, system infrastructure, network, database, servers, call / video processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
7. Installing new communications equipment at all included Facilities and any required station cabling as determined necessary;
8. Providing systems and equipment that support the Facility's or Facilities' monitoring/security needs, including terminals and digital recording equipment as determined necessary;
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the communications equipment;
11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
12. Providing all required training and instructional materials required for use of the telephone services as applicable to incarcerated persons, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

C. Correctional Communications System Installation

As part of the installation process of the Correctional Communications System at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the Correctional Communications System;
2. Wherever possible, re-use existing station cabling installed at each Facility for the Correctional Communications System. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 6 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
3. Comply with the security guidelines on institutional security policies; and
4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

D. Correctional Communications System Functionality

The system installed by Provider shall have the following functions:

1. Be fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of all communications (phone, video and messaging);
2. Provide security features which prevent unauthorized individuals from accessing any information held by Provider;
3. Offer secured access to the system and the database for Subscriber's authorized users;
4. Provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement, and;
5. Ensure that informational flyers, placards or other media is provided to the incarcerated population and visitors showing communication systems use instructions, rate information and any other information deemed essential to the utilization of the system.

E. Ownership of Correctional Communications Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment

at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

F. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any applicable governmental or private entity for Provider and/or its subcontractors to:
 - a. Access any part of the Facility deemed necessary by Provider;
 - b. Perform any and all work necessary to install, repair, replace, or remove the Correctional Communications System and its components; and
 - c. Perform any contractual duty imposed on Provider in this Agreement;
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the Correctional Communications System and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity;
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the Correctional Communications System or any of its components;
6. Making reasonable efforts to penalize inmates who are found to have deliberately damaged any Provider-owned Correctional Communications Equipment;
7. Allowing for optimal usage of and engagement with all installed inmate communications systems to include inmate telephones, wall-mounted kiosks and handheld tablets. Such allowances include, but are not limited to:
 - a. Allowing at least 16 hours-per-day access to installed communications systems to include inmate telephones, wall-mounted kiosks and handheld tablets;
 - b. Avoiding unnecessary use of any system functionality that may unreasonably hinder communications traffic and revenue generation, such as unwarranted quarantining of messages and requiring approval of all individual video visits, and;
 - b. Restricting non-administrator access to changing calling, video and messaging profiles of equipment or specific users (visitors and incarcerated users) which may harm usage and revenue expectations.

G. Correctional Communications System Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 25th day of each month following the applicable traffic month. Such payment shall be based on gross revenue generated by Provider originating

from the Facility, net of federal, state and local taxes, FCC-regulated account funding fees, approved free calls, visits or messages and any other permitted cost recovery mechanism(s). The complete details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Revenue-Share** of this Agreement. Provider and Subscriber agree that in the event that rates and/or fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue and commission statements will be provided to Subscriber for commission payments based on gross revenue, upon request.

H. Equipment Service & Maintenance

With regard to the Correctional Communications System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as reasonably required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to Subscriber, and Subscriber shall accept the detailed plan of service.

IV. MISCELLANEOUS

A. Termination

Either party may terminate the contract without cause by giving 90 days' notice to the other party in writing. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Indemnification

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

Subscriber shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Provider, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Subscriber, or its employees or agents, in the course of the operations of this Agreement. This obligation by Subscriber to indemnify, defend, and hold Provider harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

C. Provider's Insurance

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

D. Assignment

In the event that Provider transfers, sells, or assigns its rights under this Agreement, there shall be no required consent by Subscriber to the assignment of this Agreement.

E. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

F. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

G. Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

I. Exclusivity and Right of First Refusal

In consideration of the compensation and services to be provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or Correctional Communications Systems of any type, including the Telephone System, Video Visitation System, Secure Electronic Messaging System and hand-held tablets (the "Correctional Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for calls, remote video visitation and messaging, as well as ancillary correctional communications technologies as described in **Attachment A – Rates, Fees and Revenue-Share** of this Agreement.

Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Correctional Communication Systems, including but not limited to communications, educational or entertainment products or services, tablets, video visitation, secure electronic messaging and electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for incarcerated persons located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, Provider shall not be obligated to exercise this exclusive right.

J. Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in incarcerated population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

K. Suspension of Unused Applications

With regard to applications, software, or products that are licensed to Subscriber such as Educational Courses, Rehabilitation Programs and other features, products or applications licensed as part of the Correctional Communication System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

L. Cooperative Purchasing for other Agencies

Subscriber will permit other City, County and State agencies to utilize the terms and conditions of this Agreement, offering the prices, terms and conditions offered herein to other government agencies who wish to participate in a Cooperative Purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with Provider and for all payments thereunder.

M. Successors and Assigns

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

N. Entire Agreement

Unless the parties agree otherwise in a written Agreement which specifically identifies this Agreement, including any attachments, amendments, addendums or exhibits, by date of execution and signatories, any services requested by Subscriber and any goods, services, or equipment furnished by Provider shall be provided by Provider under the terms of this Agreement. In the event of any conflict between this Agreement and any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire Agreement of the parties, including without limitation all Agreements with respect to warranties.

O. Counterpart Execution and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

P. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

Q. Dispute Resolution

Prior to the filing of a lawsuit by any party to this Agreement, Provider and Subscriber agree that any disputes between them shall be resolved in the following manner:

- a. The parties shall refer the dispute to a certified mediator in order for the mediator to conduct a mediation of the dispute and attempt to reach a mutual agreement between the parties concerning the dispute. Said mediation shall commence no later than thirty (30) days after the receipt of notice by the other party that mediation of the dispute is requested. The parties shall mediate the dispute in good faith and use all reasonable measures to resolve the dispute. The cost of the mediation shall be divided equally between the parties.
- b. If no timely resolution of the dispute occurs through mediation, any party may demand binding arbitration pursuant to Chapters 171 and 173 of the Texas Civil Practice and Remedies Code only if the parties have previously mediated the dispute.

R. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

SIGNED on this 7th day of July, 2026.

SUBSCRIBER

Signature

Brad M. Shutts
Print Name

Sheriff
Title

Date

Signature

Thad Nearmyer
Print Name

Board Chairperson
Title

Date

PROVIDER

Signature

William Pope
Print Name

President
Title

Date

Attest:

Signature

Jenna Jennings

Print Name

Auditor

Title

Date

ATTACHMENT A
RATES, FEES AND COMMISSIONS

(CURRENT FCC RATES PENDING APPEAL)

CORRECTIONAL TELEPHONE SERVICE

CALL TYPE	PREPAID COLLECT		DEBIT	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN THE UNITED STATES:	\$0.00	\$0.12	\$0.00	\$0.12
MEXICO / CANADA:	\$0.00	\$0.25	\$0.00	\$0.25
CUBA:	\$0.00	\$0.99	\$0.00	\$0.99
OTHER INTERNATIONAL:	\$0.00	\$0.35	\$0.00	\$0.35
INBOUND VOICEMAIL:	\$0.75 (up to 3-Minutes duration)			
COMMISSION AMOUNT:	\$0.02 per billed minute commission per FCC order on October 28, 2025.			

VIDEO VISITATION and SECURE MESSAGING

CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	\$0.24
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	\$0.00
SECURE MESSAGING – RATES:	Text Messages - \$0.25 Picture Attachments - \$0.35 Video Messages (30 Seconds) - \$0.35 GIFs - \$0.05
REMOTE VIDEO VISITATION and SECURE MESSAGING – COMMISSION:	\$0.02 per Billed Video Visitation Minutes 20% of Gross Messaging Revenue

PREMIUM TABLET ENTERTAINMENT CONTENT

PREMIUM ENTERTAINMENT CONTENT – PER MINUTE RATE:	\$0.02 - \$0.04 Per Minute (Varies)
PREMIUM ENTERTAINMENT CONTENT – COMMISSION:	10% of Gross Revenue

CORRECTIONAL COMMUNICATION SYSTEM – TRANSACTION FEES

CHARGE/FEE NAME	AMOUNT
TRANSACTION FEE: PREPAID OR VIRTUAL OPERATOR	\$3.00 (as permitted)
TRANSACTION FEE: LIVE OPERATOR ASSIST	\$5.95 (as permitted)

* Rates and fees listed above do not include any applicable pass-through government taxes

**JASPER COUNTY SHERIFF'S
REPORT OF RECEIPTS AND DISBURSEMENTS
For the 4th Quarter Ending**

Item 4
July 7, 2026

June 30, 2026

APR-MAY-JUN

FY: 2025-2026
QTR: 4th

RECEIPTS:

Fees	\$ 31,120.64
Mileage	\$ 10,604.96
Miscellaneous to Treasurer	\$ 278,864.84

Board/Care Prisoners	\$ 244,680.00
Work Release & Prisoner Reimb	\$ 16,885.26
C/W Permits County	\$ 4,060.00
Purchase Permits	\$ 80.00

	\$ -
	\$ -

Miscellaneous	\$ 1,612.31
Sex Offender Registry	\$ 525.00
Prisoner's Phone	\$ 7,284.27

	\$ -
In House Detention	\$ -

	\$ -
Tobacco Compliance Checks	\$ -
	\$ -

Concessions/Comm	\$ 636.74
------------------	-----------

Overpayment-\$5 or less	\$ 0.75
	\$ -

Inmate Medical Reimbursement	\$ 3,100.51
Motor Vehicle Inspection Fee	\$ -

Miscellaneous Trusts	\$ 163,836.78
C/W Permits to State IDPS	\$ 1,015.00
Condemnations	\$ -
Sheriff's Sale	\$ 339,526.54

APPLIED RECEIPTS for the Qtr TOTAL \$ 824,968.76

Voided Checks outside Date Parameter-Redeposited \$ 836.85

{DEPOSITS FOR THE QTR} \$ 825,805.61

BALANCE ON HAND
BEGINNING OF QUARTER \$ 16,760.10

Total Receipts \$ 825,805.61

Total Disbursements \$ 840,951.07

BALANCE ON HAND END
OF QUARTER \$ 1,614.64

DISBURSEMENTS:

County Treasurer Receipts	\$ 320,590.44
Clerks of Court	\$ 103,421.52
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 1,015.00
Miscellaneous Trusts	\$ 34,513.54
Sheriff's Sale	\$ 339,526.54
MT Disbursed	\$ 41,884.03

** DISBURSEMENTS for the QTR TOTAL \$ 840,951.07

Unclaimed fees to Treasurer \$ 836.85

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 1st day of July, 2026

BRAD M. SHUTTS, SHERIFF
Jasper County, Iowa

prepared by

Julie P. Dodds

JASPER COUNTY SHERIFF'S REPORT OF RECEIPTS AND DISBURSEMENTS For the FISCAL YEAR 2025-2026

July 1, 2025 through June 30, 2026 Year End TOTALS

RECEIPTS:

Fees	\$ 135,512.55
Mileage	\$ 46,967.96
Miscellaneous to Treasurer	\$ 961,818.83
Board/Care Prisoners	\$ 845,020.00
Work Release & Prisoner Reimb	\$ 34,494.93
C/W Permits County	\$ 24,520.00
Purchase Permits	\$ 400.00
	\$ -
	\$ -
Miscellaneous	\$ 3,097.77
Sex Offender Registry	\$ 1,150.00
Prisoner's Phone	\$ 33,319.38
	\$ -
In House Detention	\$ -
	\$ -
	\$ -
Tobacco Compliance Checks	\$ -
	\$ -
Concessions/Comm	\$ 2,063.98
	\$ -
Overpayment-\$5 or less	\$ 35.25
	\$ -
Inmate Medical Reimbursement	\$ 17,717.52
Motor Vehicle Inspection Fee	\$ -
Miscellaneous Trusts	\$ 476,224.20
C/W Permits to State IDPS	\$ 6,130.00
Condemnations	\$ -
Sheriff's Sale	\$ 799,050.45
APPLIED RECEIPTS for the FY TOTAL	\$ 2,425,703.99
Voided Checks outside Date Parameter-Redeposited	\$ 1,108.85
{DEPOSITS FOR THE FY}	\$ 2,426,812.84

DISBURSEMENTS:

County Treasurer Receipts	\$ 1,144,326.34
Clerk of Courts	\$ 243,421.45
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 6,130.00
Miscellaneous Trusts	\$ 127,953.21
Sheriff's Sales	\$ 799,050.45
MT Disbursed	\$ 134,384.32

DISBURSEMENTS TOTALS \$ 2,455,265.77

Unclaimed fees to Treasurer \$ 836.85

Balance on Hand Beginning of Year	\$ 30,067.57
Total Receipts	\$ 2,426,812.84
Total	\$ 2,455,265.77
Balance on Hand Ending of Year	\$ 1,614.64

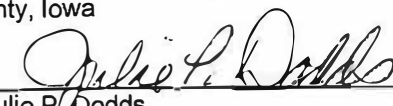
I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 1st day of July, 2026.


BRAD M. SHOTTS, SHERIFF

Jasper County, Iowa

prepared by


Julie P. Dodds



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Dennis Simon</u>	Alternate Contact:	<u>Jenna Jennings</u>
Title:	<u>Director of H.R.</u>	Title:	<u>Auditor</u>
Address:	<u>PO Box 944</u>	Address:	<u>PO Box 944</u>
Address:	<u></u>	Address:	<u></u>
City, State, Zip:	<u>Newton, IA 50208</u>	City, State, Zip:	<u>Newton, IA 50208</u>
Email:	<u>hr@jasperia.org</u>	Email:	<u>jjennings@jaspercounty.iowa.gov</u>
Telephone:	<u>6417871024</u>	Telephone:	<u>6417927016</u>

In witness whereof, this proxy was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:.

Governmental Subdivision: Jasper County

Member ICAP #: 427

By: _____
Title: _____
By: _____
(City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement and Commitment to Continue Membership

The undersigned representative of the Jasper County acknowledges that he/she:

- ☐ Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- ☐ Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Jasper County has elected to:
 - ☐ Waive any and all coverage(s) and any applicable contribution charges. Jasper County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Jasper County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - ☐ Accept the increased limits: _____
(Limit of Liability Accepted)
 - ☐ Accept the following deductible: _____
(Deductible Accepted)
- ☐ *If acceptance of alternate limits/deductibles is not indicated above, coverage will be bound per the limits and deductibles noted on the original anniversary invoice

I, Jasper County, do hereby affix my signature to this form and promise to submit the contribution of \$665,472 (less attached vouchers if applicable) by _____.
In order to fulfill this commitment, our check will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____.

Printed Name _____

Signature _____

Date _____



Your HIPAA Security Risk Management Partner

PREPARED FOR



07-01-2026

Jasper County, IA
315 W. 3rd St. N. Ste. 100
Newton, IA 50208

07-01-2026

We appreciate the opportunity to present Medcurity's approach to complying with the Health Insurance Portability and Accountability Act (HIPAA) and protecting your organization.

Medcurity is passionate about helping those serving in healthcare protect the confidentiality, integrity and availability of the protected health information (PHI) that has been entrusted to them.

This is not an add-on service; this is our primary mission. We deliver on this objective through a unique combination of experienced people, proven processes, and leading technology, with hands-on executive involvement.

We ensure our products and services are not only complete and comprehensive, fulfilling the requirements of 45 CFR Section 164.308(A), but also meaningful and practical for your organization. To support this, we include a subscription to our proprietary, industry-leading software platform. Our clients have continued access to review our recommendations, update remediation items, and track overall progress from an intuitive dashboard. We also include quarterly advisory calls and on-going phone and email availability for compliance questions.

When it comes to achieving your objectives, selecting the right consultant is crucial. As your consultative partner, Medcurity will attend to Jasper County, IA's needs and goals throughout the assessment process and the year that follows.

Again, thank you for your review and consideration. If you have any questions, please don't hesitate to contact us. We are at your service.

Joe Gellatly

Joe Gellatly, CEO



*"Thank you for providing an **intuitive and comprehensive platform**, as well as **expert advice** that enables our staff to focus on providing exceptional care for our community."*

Tom Jensen, Chief Executive Officer
Harbor Regional Health Community Hospital

"Medcurity provided us with an easy accountability for our SRA. Recommendations, comments, and citations were included which gave validity to the assessment. The work list also provided us with the ability to give assignments and due dates. Medcurity prioritizes the questions so goals can be accomplished in a logical manner."



Barbara Naimark, Compliance Manager
Hospice of the Chesapeake



*"Medcurity's platform has brought **clarity and simplified management** to our HIPAA compliance program. The platform **streamlines our HIPAA requirements** and gives us clear direction for the year for our privacy and security plan."*

Devin Berend, Director of Operations
Coeur d'Alene Pediatrics

*"Medcurity has been a **great partner and services investment** for FBH. The utility of what is provided is beneficial for our understanding and policy development."*

Frontier Behavioral Health

*"We are thankful for Medcurity's platform and services. They have a **robust team of knowledgeable professionals** that took the time to walk us through a **comprehensive and educational Security Risk Analysis**."*

*As a FQHC, it's incredibly important for us to find vendors to partner with that have an understanding of what we do and why we serve. **I would recommend Medcurity to support any health center with their HIPAA Compliance program.**"*

JoAnne Zitting, Director of Quality & Compliance
Creek Valley Health Center

*"Medcurity always offers **excellent service** and provides a comprehensive risk assessment."*

Quinault Wellness Center



Pricing Quote

Prepared By: Molly Miller

07-01-2026

Prepared for: Jasper County, IA
315 W. 3rd St. N. Ste. 100
Newton, IA 50208

Exp. Date: July 31, 2026

Product Fees	QTY	List Price	New Client Discount
Security Risk Analysis Module - Complete Security and Privacy Risk Analysis Report, Recommendations & Action Item Tracking - Policy management system with a comprehensive set of customizable security policies and procedures	1	\$3,600.00	-\$1,080.00
Medcurity SRA Services Administrative, Technical, and Physical Safeguard Risk Analysis. Includes assessment interviews and organization walkthroughs. In addition, a remote deep-dive policy review with recommended policy updates.	1	\$3,850.00	\$0.00
Tax and Travel costs not included			
Customer Support Services 12 Months of Customer Support Services & Quarterly Coaching includes full year of email, telephone and chat support for HIPAA compliance questions.	1	\$0.00	\$0.00
			\$6,370.00

Optional Service and Product Enhancements

☐ Onsite Fee	1	\$500.00	\$0.00
- Covers time associated with conducting the onsite portion of the assessment. - Includes in-person interviews, walkthroughs, and validation of controls within your environment.			

- Ensures comprehensive evaluation aligned with SRA/NVA requirements and industry standards.

☐	Basic Network Vulnerability Assessment	1	\$2,000.00	\$0.00
	• External and internal vulnerability scans • Dark web scan • Comprehensive AD and password audits • Complete report with practical and risk stratified guidance			
☒	Employee HIPAA Training Module	1	\$1,200.00	\$0.00
	• Annual HIPAA education for general employees: how HIPAA applies to them and how to recognize and deal with security threats. • Includes knowledge checks and a final test with audit reports for the organization			

\$1,200.00

3 Year Contract Discount -\$378.50

Yearly Total \$7,191.50

+ Applicable Taxes and Potential Travel Costs

This annual pricing will be maintained for a full three year term. The subscription and services will auto-renew every 12 months. The three year agreement will auto-renew unless canceled at least 30 days prior to renewal.

If all 3 years are paid upfront, an additional 10% discount will be applied to the total 3 year price.

This quotation is subject to the following terms and conditions:

- Additional State taxes will be applied for software purchases.
- Our general terms and conditions of purchase at www.medcurity.com apply to this quotation contract.
- This quotation may be accepted to form a binding contract upon signature below and payment to Medcurity for the items listed in this quote prior to the expiration date.

Signature: _____

Jasper County, IA

Name: _____

Title: _____

Date: _____

Jasper County, IA email address for invoice: Email:_____

Signature:_____

Medcurity, Inc.

Name:_____

Title:_____

Date:_____

Medcurity SRA Services

The Security Risk Analysis satisfies the EHR Incentive Program and the MACRA/MIPS Promoting Interoperability measure requirement to complete an annual security risk assessment. This also satisfies the HIPAA Covered Entity requirement to complete an annual security risk assessment.

Complementing the Medcurity HIPAA Tools and Resources Platform annual subscription, Medcurity will conduct a HIPAA Security and Privacy Risk Assessment for Jasper County, IA. The assessment will include key components in the following categories, per CMS documented guidance:

Project Scope

Complete a HIPAA Security and Privacy Risk Analysis for Jasper County, IA, according to the 45 CFR 164.306-316 rules. The assessment will measure and document the organization's current posture and recommended focus areas.

The assessment will include key components in the following categories, per CMS documented guidance:

- Security Standards Assessment - 45 CFR 164.306
- Technical Safeguards Assessment - 45 CFR 164.312
- Administrative Safeguards Assessment - 45 CFR 164.308
- Organizational, Policy, Procedures Review - 45 CFR 164.314, 164.316
- Physical Safeguards Assessment - 45 CFR 164.310
 - Physical Site Assessment - Office Hours - 45 CFR 164.310
 - Physical Site Assessment - After Hours - 45 CFR 164.310
- Privacy Standards Assessment (Uses and Disclosures, Minimum Necessary, Patient Rights, Notices, Authorizations, and Administrative Requirements) - 45 CFR 164.500-534

Medcurity will provide an electronic copy of the risk-stratified report with high/medium/low rankings according to CMS guidelines, and a narrative with recommended focus areas for remediation. The final report is confidential to Jasper County, IA.

The scope includes a policy review. Medcurity will review and make recommendations on the organization's security and privacy policies.

The scope also includes subscription options to Medcurity's HIPAA compliance platform. The assessment toolkit is part of this platform. Action items will be created for all findings and recommendations. Multiple users can be added, and action items can be assigned, tracked, and completed on the platform. A current work list remediation plan can be generated on demand throughout the year. All controls are mapped to NIST CSF and HIPAA security and privacy rules.

Requirements & Dependencies

- Access to review the organization's privacy/security/compliance policies, and business associate agreements as applicable.
- Time with company representatives and leadership for process questions. Early discovery work and policy review can be conducted by phone and/or by email. The technical and Physical components of the assessment will require up to two-days onsite or a walkthrough checklist sent and completed.
- We strongly recommend that staff is not alerted prior to the physical walkthrough.

- Access to IT representative to answer questions by email as needed.
- Access to review any previous Risk Assessment(s). This is not required but is recommended to indicate any improvements in our report. The CMS expectation is that progress is made annually toward mitigation of any deficiencies discovered in this assessment.

Project Timeline

This project is estimated to be complete twelve (12) weeks after the project kickoff and receipt of requested documents.

OPTIONAL: Basic Network Vulnerability Assessment Services

Project Scope

The External/Internal Network Vulnerability Assessment includes:

- A full credentialed penetration scan with thorough vulnerabilities report, auditing configuration compliance against industry benchmarks
- An internal scan of all devices on the Jasper County, IA network for exploitable vulnerabilities, unpatched systems, other security action items to address, inventories of all devices and users, and full description of potential exploits inside/outside the network, including:
 - Network Infrastructure
 - Desktop Computers
 - Servers
 - Applications
 - Out of Vendor Support
 - Exploitable
 - Ranging from small driver updates to complex Office productivity suites
 - Misc Network Devices (Internet of Things)
- The final report will categorize vulnerabilities by types, including by host/plugin. Similar issues or categories of vulnerabilities are grouped together. In addition, vulnerabilities will be broken down into critical, high, medium, and low categories helping with prioritizing remediation activities.
- Additional reports will include:
 - Insecure Ports on the Jasper County, IA network
 - Active Directory review and assessment of user accounts and computer accounts.
 - Thorough password hygiene auditing
 - Dark Web compromise reporting

Requirements & Dependencies

- Site Information and IP subnets.
- Access to IT representative to answer questions by email as needed.
- Administrative credentials to all scanned devices.
- A dedicated Windows 8 or Windows 10 desktop with a .Net framework of at least 4.7 with remote access for use by Medcurity. Workstation will be used by Medcurity for staging of assessment tool software and will need to be placed in a location which has full network access to all required scan devices.

Project Timeline

This project is estimated to be complete ten (10) weeks after project kickoff.

THIS SERVICES AGREEMENT (Agreement) is made effective, by and between Jasper County, IA and Medcurity, Inc on the date signed above.

THE PARTIES AGREE AS FOLLOWS:

Section 1: Scope of Services

1. Medcurity, Inc. will provide Jasper County, IA with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.
2. Statements of Work will be written documents setting forth, at a minimum, the following:
 - a. A complete, sufficiently detailed description of the types of Services to be rendered;
 - b. The applicable Services Fee for the Services to be rendered; and
 - c. Any additional terms and conditions to which the parties may agree.
3. The parties contemplate that it may be desirable to make changes to the Statements of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statements of Work, and the parties shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by Medcurity and Jasper County, IA.

Section 2: Obligations

1. Medcurity will provide other support services to Jasper County, IA as both Jasper County, IA and Medcurity, Inc. subsequently agree.

Section 3: Services and Fees and Expenses

1. Jasper County, IA shall be responsible for all Services Fees as identified in the applicable Statements of Work (and Change Orders, as applicable) as those Services are provided. All travel expenses incident to the rendering of services reasonably incurred on behalf of the Jasper County, IA by Medcurity during the term of this Agreement shall be paid by the Jasper County, IA.
2. Medcurity, Inc. will invoice Jasper County, IA for the Services Fees on the following schedule: 100% of subscription fees and 50% of project fee upon project approval, and 50% six weeks after project kick-off. Jasper County, IA agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice.
3. The annual fees shall be due and payable on the anniversary date of the commencement of this Agreement.
4. Medcurity reserves the right to charge a 1.5% per month interest late fee for overdue payments.

Section 4: Term and Termination

1. This Agreement shall become effective upon the Effective Date and shall auto-renew on a yearly basis. Fees paid prior to termination are non-refundable.
2. Jasper County, IA has the right to terminate the contract for any reason at the 12-month or 24-month mark of the 36-month term in writing 30 days prior to renewal. The subscription and services will auto-renew at 36 months unless canceled in writing 30 days prior to renewal by Jasper County, IA
- 3.

Upon renewal, pricing and service levels will be adjusted to reflect the client's current size and Medcurity Inc.'s then-current pricing structure. Any changes will be communicated prior to renewal, allowing for discussions and adjustments as needed.

4. If Jasper County, IA fails to make any payment due under this agreement within 30 days after the payment's due date, Medcurity Inc. shall have the right to terminate this agreement with immediate effect by providing written notice to the defaulting party. Termination shall not relieve the defaulting party of any outstanding payment obligations accrued prior to the termination date, and the defaulting party shall remain liable for the payment of any outstanding amounts, including accrued interest and reasonable collection costs incurred by the non-defaulting party.
5. Medcurity reserves the right to modify pricing at renewal consistent with its then-current pricing structure, not to exceed eight percent (8%) annually.

Section 5: Proprietary Rights: Confidential Information

1. Medcurity, Inc. agrees that the work products from the Services provided to Jasper County, IA hereunder shall be owned by Jasper County, IA. Nothing contained in this Section 5 shall be construed as prohibiting Medcurity, Inc. utilizing general knowledge and experience acquired during the performance of Services for Jasper County, IA.
2. Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to the public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightfully known to the recipient at the time of disclosure as verified by its written records.
3. Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Medcurity, Inc. or Jasper County, IA, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.
4. Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Section 6: General Provisions

1. The relationship of Jasper County, IA and Medcurity, Inc. is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.
2. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.
3. Any assignment in violation of these terms is void.
4. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

5. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to Jasper County, IA or to Medcurity, Inc. as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten 10 days prior written notice of a change of address in accordance with these provisions.
6. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Washington; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 6.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Washington State. Medcurity, Inc. and Jasper County, IA agree and consent to the venue in the aforementioned courts.
7. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination, including, without limitation, the provisions of Sections 3, 5, 6, and 7, shall survive such termination.
8. This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to Jasper County, IA. Jasper County, IA hereby acknowledges that it has not reasonable relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Medcurity, Inc. To the extent, it any, that the terms and conditions of Jasper County, IA's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

Section 7: Force Majeure

1. Each party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, Acts of God, fire, strike, embargo, terrorist attack, war, insurrection, riot, or other causes beyond the reasonable control of such party. Any delay resulting from any such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

June 30, 2026

Tuesday, June 30, 2026, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Cupples, Talsma and Nearmyer present and accounted for, Chairman Nearmyer presiding.

Motion by Cupples, seconded by Talsma to open a Public Hearing for the current FY2025-2026 budget amendment.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to close the Public Hearing.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to adopt Resolution 26-44 approving the current FY2025-2026 budget amendment.

YEA: CUPPLES, TALSMA, NEARMYER

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

Motion by Talsma, seconded by Cupples to adopt Resolution 26-45 approving the appropriation for the 2025-2026 budget amendment.

YEA: CUPPLES, TALSMA, NEARMYER

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

Motion by Talsma, seconded by Cupples to adopt Resolution 26-46 approving House File 2490 Open Records and Open Meeting Laws for meeting agenda designation areas.

YEA: CUPPLES, TALSMA, NEARMYER

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

Motion by Talsma, seconded by Cupples to approve claims paid through June 30, 2026.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors minutes from June 23, 2026.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to approve the Board of Supervisors Special Meeting minutes for an employee evaluation on June 23, 2026.

YEA: CUPPLES, TALSMA, NEARMYER

Carroll Wheatcraft spoke to the Board and demanded, on behalf of other Veterans, that the Board of Supervisors appoint all new commissioners to the Veteran Affairs Board. Residents from Iowa Street spoke to the Board regarding the accident that happened on T-12 yesterday, June 29, 2026. The residents want to know what other options have been explored to fix the Iowa Street issue with no outlet.

Motion by Talsma, seconded by Cupples to enter into closed session requested by Jenna Jennings in accordance with Iowa Code Section 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation.

YEA: CUPPLES, TALSMA, NEARMYER

ROLL CALL YEA: NEARMYER, TALSMA, CUPPLES

Motion by Talsma, seconded by Cupples to come out of closed session.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to recess from the regular meeting until 1:00 p.m. and now enter into the work session.

YEA: CUPPLES, TALSMA, NEARMYER

Mike Frietsch spoke with the Board regarding the speed limit on County highways changing from 55 to 60 effective July 1st. If the Board decides they don't want to change the speed limit they will need to adopt a resolution keeping it to 55 and then hire a consulting firm to do a traffic study. The Board would like to move forward with changing the speed limit to 60 on County highways.

Motion by Talsma, seconded by Cupples to adjourn from the work session.

YEA: CUPPLES, TALSMA, NEARMYER

Motion by Talsma, seconded by Cupples to come out of recess.

YEA: CUPPLES, TALSMA, NEARMYER

The Board entered into an open session for an employee evaluation with Engineer Mike Frietsch. Mike explained the difference between a farm-to-market road and a local road. The Board also continued to address the issue of the Engineer cleaning the ditches out and raising the roads during the regrade process. The Board would like to see the Engineer's office on the roads more, doing maintenance rather than re-grading.

Motion by Cupples, seconded by Talsma to adjourn the Tuesday, June 30, 2026, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, TALSMA, NEARMYER

Jenna Jennings, Auditor

Thad Nearmyer, Chairman