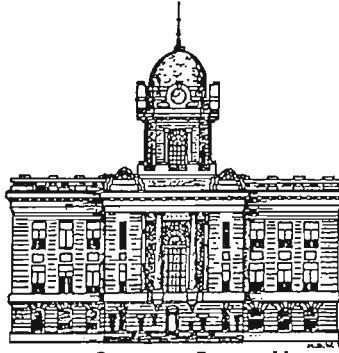


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

October 6, 2015

9:30 a.m.

- Item 1 **Bid Opening – Crop Land**
- Item 2 **Community Services – Jody Eaton**
 - a) Supplemental Foods, Polk County MOU
- Item 3 **GIS – Laurie Jackson**
 - a) Vision Internet Upgrade Proposal Presentation by Adam Isern
- Item 4 **E911 Service Board – Ed Roach**
 - a) Motorola Lease Agreement
- Item 5 **Planning & Zoning – Larry Ryan**
 - a) Set Hearing date for consideration of Valley View Estates Plat 3 (Recommended date 10/20/2015)
- Item 6 **Human Resources**
 - a) Hiring Resolution for Elderly Nutrition
 - b) Negotiation Services
- Item 7 **Engineer – Russ Stutt**
 - a) Resolution awarding Contract on Drain Tile project
 - b) Purchase of pickup
- Item 8 **Approval of Board of Supervisors minutes for 9/22/15**
- Item 9 **Jasper County Care Facility Demolition**
- Item 10 **Board Appointments**

PUBLIC INPUT & COMMENTS

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
POLK COUNTY AND JASPER COUNTY
FOR SUPPLEMENTAL FOOD PROGRAM SERVICES**

1. **PARTIES.** Polk County and Jasper County are memorializing their cooperative agreement to have Polk County provide Commodity Supplemental Food Program (CSFP) services to eligible Jasper County residents.
2. **PURPOSE.** The MOU describes the services to be provided pursuant to the Code of Federal Regulations 7 C.F.R. §247. The purpose of the agreement is to provide commodity food to as many persons as are eligible up to 200.
3. **ELIGIBILITY.** Services will be provided to program participants. "Participants" are low-income senior citizens aged 60 and older.
4. **ADMINISTRATION.** This MOU will be administered by the Polk County Department of Community, Family and Youth Services' Supplemental Foods Program Coordinator in accordance with Iowa Department of Human Services and the United States Department of Agriculture contract regulations. No new legal or administrative entity is created by this MOU.
5. **SERVICES.** Food packages will be delivered to Jasper County for distribution to elderly participants. Up to 200 Jasper County participants may obtain food packets in any month.
6. **RESPONSIBILITIES OF POLK COUNTY.**
 - a. Polk County will coordinate the recruitment, enrollment and orientation of participants pursuant to 7 C.F.R. §247.
 - b. Polk County will order, handle and warehouse all food items in compliance with 7 C.F.R. §247 and other state and federal regulations.
 - c. Polk County will provide all personnel, supplies and equipment needed to ensure delivery of the services under this MOU and pursuant to 7 C.F.R. §247.
 - d. Polk County will complete, maintain and submit all reports and documents as required in 7 C.F.R. §247.
7. **RESPONSIBILITIES OF JASPER COUNTY.**
 - a. Jasper County will provide all necessary information to PCSF program staff for the operation of the Supplemental Food Program and determination of eligibility.
 - b. Jasper County will compensate Polk County for each food package distributed to Jasper County participants.
 - c. Jasper County will designate a liaison to ensure effective implementation of the program and will make payment to Polk County within 30 days of invoice.

8. **CONSIDERATION AND PAYMENT.** The agreed rate for each distribution is five dollars (\$5.00) per food package. A minimum of five hundred dollars (\$500.00) shall be paid per calendar month regardless of the number of packages actually distributed.
9. **LIABILITY.** Each party's liability will be governed by Chapter 670 of the Iowa Code.
10. **CONFIDENTIALITY.** The disclosure of information shall be in accordance with the 7 C.F.R. §247 and state open records guidelines.
11. **TERMS AND NOTICES.** This MOU is effective between October 1, 2015 and September 30, 2018. It may be terminated by the termination or expiration of all commodity supplemental food distribution agreements between Polk County and the State of Iowa or by either Polk County or Jasper County upon not less than sixty (60) days written notice provided to the other county.

IN WITNESS THEREOF, Polk County and Jasper County have caused this Agreement to be executed in two (2) counterparts, each of which shall be considered an original.

POLK COUNTY, IOWA

JASPER COUNTY, IOWA

By: _____
Chair, Board of Supervisors

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

Attest: _____
Dennis Parrott, Auditor



Quote for Jasper County, IA

OVERVIEW

Through our service of nearly 700 of some of the most progressive municipalities across the United States, Vision Internet created and refined a comprehensive, research-based development process that will help us understand your goals and implement a solution that will address your community's needs and reflect its personality. Our approach is one of partnership, guiding you to achieve extraordinary results by creating a website that will address three governing purposes, to: 1. Serve, 2. Represent and 3. Delight the community.



Serving your community

The core of a local government's online presence is to serve residents. This means providing key services online to allow residents to conduct business with you 24/7, eliminating the need for cumbersome visits to your offices. Vision Internet takes the core purpose of serving your community seriously. We will ensure that your residents' needs are quickly addressed by:

- Analyzing the top tasks residents look to complete on the website and the way they access your current site
- Consulting with you to ensure these needs guide the design process
- Providing numerous interactive components, such as Online Job Applications, Facility Reservations, Online Payments, eNotifications and more to create a robust, functional website.

Representing your community

Years ago, the concept of "branding" was rarely discussed. However, as residents expect more from their county's online presence, many Vision clients are seizing the opportunity to use their website to brand their community, its leaders and their individual agencies and departments through the use of bold graphics that reflect their unique identities and interactive tools that allow leaders to communicate directly to the public.

Delighting your Community

Certainly, many residents' interactions with the County can be far less than "delightful". Since governments first went online, they have sought to digitize a mountain of forms, policies and other paper content and get it on the web. That thought process led to cumbersome sites, often with thousands of pages of dated content that confounds residents and challenges site administrators to keep content current and relevant. If residents can't readily find the information they seek - quickly and easily and on the device of their choice - their opinion of their county administration can understandably be affected.

However, when a resident finds a website that is streamlined and can be accessed on their terms, the seeds of delight are planted. Vision Internet's process and functionality is ever-mindful of the resident, delivering a solution to keep content current, relevant and easily-accessible.



Vision's proposed services are comprised of three components:

- 1) **Professional Services** – During the Vision Implementation Process, our Professional Services team will take you through Vision, Concept, Design, Development, Documentation, Training and Launch stages of your project and will create a unique website that meets your needs.
- 2) **Software Subscription** – The Software Subscription provides access to our SaaS-based Content Management System (CMS) and includes Support and On-Going Services offered through visionLive™. Since we continually update and launch new functionality to our CMS, you have the knowledge that your website will be fresh and relevant over the course of the contract.
- 3) **Optional Departmental Services** – Often-times certain departments require specialized functionality and branding to best serve their unique audiences. In order to accommodate these needs, Vision Internet offers three department branding packages that allows you to customize these sites to the level you need.

Included Professional Services

Services	
Vision Stage	
<ul style="list-style-type: none"> ➤ Leading a planning and brainstorming session where we discuss the current website, needs of users and staff, and possible approaches for the future ➤ Scope includes web-based consultation meetings 	
Concept Stage	
<ul style="list-style-type: none"> ➤ Creating the information architecture which supports easy access to information ➤ Creating a conceptual sitemap and categorization of pages ➤ Content migration ➤ Creating a homepage layout wireframe that shows the placement of key information and dynamic content 	
Design Stage	
<ul style="list-style-type: none"> ➤ Providing art direction and the creation of one homepage design concept with revisions 	
Development Stage	
<ul style="list-style-type: none"> ➤ Implementing your visionCMS™ and interactive components on a development site 	
Documentation and Training Stage	
<ul style="list-style-type: none"> ➤ Conducting training on the visionCMS™ with city staff ➤ Scope includes a web-based training session 	
Launch Stage	
<ul style="list-style-type: none"> ➤ Conducting final quality assurance checks ➤ Bringing the new site live 	
YEAR 1 TOTAL	\$12,250
YEAR 2 TOTAL	\$12,250



Please note that not all functionality from your current content management system will be identical in the new platform. If your staff has created customizations or integrations to the site files or database, they will not be duplicated on the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.

- The following components will not be duplicated to the new visionCMS™:
 - Agenda and Minutes Archiver
 - Link Library
 - News (blog view)
 - Photo Album (flash view)
 - Twitter Updates
- The following component will be duplicated to the new visionCMS™
 - Extranet (data will not carry over)

We will migrate your existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the County will need to recreate the content currently used on the website.

Optional Professional Services

Depending upon your needs and available resources, you may opt for these additional services.

Optional Services	Fee
Onsite consulting <ul style="list-style-type: none"> ➤ Onsite consulting and brainstorming sessions ➤ Requirements gathering from project team ➤ Creation of survey ➤ All travel expenses 	\$4,860
Onsite training program <ul style="list-style-type: none"> ➤ One day onsite training ➤ Classroom style content editor training ➤ Advanced administrator training ➤ All travel expenses 	\$3,290
Premium design services <ul style="list-style-type: none"> ➤ Up to three homepage design concepts total (the County will select one for implementation) 	\$4,840

Software Subscription

Vision Internet provides three editions of visionLive™, a subscription-based Content Management System and service plan designed to equip you with the technology, expertise and training to keep your website relevant and effective over time. Recognizing each agency will have unique goals, we offer three editions, each designed to provide appropriate functionality and services for a variety of needs and budget ranges.



Basic Edition

A great way to get started, the Basic Edition was created to provide a comprehensive suite of visionCMS™ functionality coupled with our basic hosting, support and training services. This plan is well suited for you if your organization has few content editors and limited training needs.

Standard Edition

Our most popular option, Standard Edition was designed to provide you with advanced visionCMS™ functionality and hosting with a variety of training and support resources to equip your staff with the tools and expertise needed to maintain a highly effective website. In addition to an on-going series of webinars and consultation with your account manager, included services, such as the Annual Site Analytics Report, will help you measure your site's performance and effectiveness over time. Should these reports indicate tweaks need to be made in order to optimize your site's design, main navigation or buttons, you can simply apply your Site Improvement Credits to engage Vision's team of designers and programmers.

Plus Edition

If you need more: more storage, more tools, more service - then Plus Edition is for you. This premium edition includes developer-friendly tools, such as our API Library and Sandbox Environment, as well as our most comprehensive on-going service package. You will receive frequent reports to help you monitor the on-going success of your website and will have monthly access to an open office hour with the Vision Internet team. With an even larger bank of Site Improvement Credits at your disposal, you will always have the resources to keep your site fresh, relevant and in tune with your users.

The features and services included in each edition are outlined below in order to allow you to easily compare and select the plan that best suits your needs.

On-Premise Options

Would you like a subscription-based maintenance plan, but would prefer to host your site in-house? No problem! With our On-Premise Subscription Maintenance option, you will receive all the maintenance and support services outlined above in the hosted visionLive™ subscription option, but will be able to host the site on your own servers. Please note this will only be \$1,200 more annually on top of whichever visionLive™ Edition the County selects.



Quote for Jasper County, IA

visionLive editions	Basic Edition	Standard Edition	Plus Edition
Annual Price	\$4,500	\$6,500	\$8,500
visionCMS™ Functionality			
Site Administration & Security			
Advanced WYSIWYG Editor	✓	✓	✓
In-page Editing	✓	✓	✓
User Management & Security	✓	✓	✓
Navigation Management	✓	✓	✓
Accessibility Features	✓	✓	✓
Approval Cycle *		✓	✓
Advanced Mega Menu *		✓	✓
Extranet (Password Protected External Content)		✓	✓
User Experience & Interactivity			
Calendar	✓	✓	✓
FAQs	✓	✓	✓
Facility Directory	✓	✓	✓
Staff Directory	✓	✓	✓
Service Directory	✓	✓	✓
Google Translation	✓	✓	✓
Online Form Builder	✓	✓	✓
News Postings	✓	✓	✓
Job Posts	✓	✓	✓
Facilities/Events Registration		✓	✓
Online Polling		✓	✓
Citizen Request Management Tool		✓	✓
Business Directory		✓	✓

* Requires an implementation fee



Quote for Jasper County, IA

visionLive editions	Basic Edition	Standard Edition	Plus Edition
RFP Posts		✓	✓
Online Payments		✓	✓
Job Application Manager			✓
Outreach, Media & Social Networking			
eNotification Tool	✓	✓	✓
Emergency Alerts	✓	✓	✓
RSS Feeds	✓	✓	✓
Facebook & Twitter Feed Readers	✓	✓	✓
Audio & Video Embedding	✓	✓	✓
Photo Gallery & Slide Show	✓	✓	✓
One-Click Social Networking	✓	✓	✓
Streaming Video Center		✓	✓
Developer Features			
APIs		✓	✓
Sandbox Test Environment			✓



Quote for Jasper County, IA

visionLive [®] editions	Basic Edition	Standard Edition	Plus Edition
Hosting			
State of the Art 3rd Party Datacenter (SSAE 16 Type 2 Certified)	✓	✓	✓
Full Hardware Redundancy	✓	✓	✓
Redundant Generator Backup	✓	✓	✓
Daily Data Backups	✓	✓	✓
Intrusion Protection	✓	✓	✓
24/7 Monitoring	✓	✓	✓
99.9% Uptime Guarantee	✓	✓	✓
State of the Art 3rd Party DDoS Mitigation Service	✓	✓	✓
Disaster Recovery Facility with On-going Data Replication		✓	✓
Storage	15 GB	50 GB	250 GB
Support and On-going Services			
Site Improvement Credits (annual)	Up to 5 Hours	Up to 15 Hours	Up to 30 Hours
Dedicated Account Manager		✓	✓
Health Checks (Account Review)		Annual	Semi-Annual
Site Analytics Report		Annual	Semi-Annual
Graphics Site Audit		Annual	Semi-Annual
Training & Best Practice Webinars	✓	✓	✓
Access to On-Demand Training Library	✓	✓	✓
On-going New User Training (Via WebEx)		✓	✓
Monthly Office Hours (Via WebEx)		✓	✓

Optional Department Branding Packages

Often, as we dig into the discovery process, clients find that certain departments require a level of specialized functionality and branding to best serve their unique audiences. In order to accommodate these needs, Vision Internet offers three department branding packages:

Design Theme

The Design Theme package allows a department to customize their pages with an unique color scheme while still utilizing the framework of the main website. The consistency of the page layout and menus makes navigating the site intuitive, while still allowing for a distinct look and feel.

Basic Subsite

For departments that require customization beyond a simple color changes, the Basic Subsite package provides the ability to set up separate top-level navigation and a unique homepage template. In addition, a unique instance of Google Analytics measures traffic only on the sub-site. While the structure will be the same as the main website, these design changes -- including the ability to incorporate up to five custom homepage widgets -- will allow the department to truly differentiate itself.

Advanced Subsite

The Advanced Subsite package is intended to serve the needs of larger departments that have either maintained their own separate websites in the past, or would like to develop one as part of this project. Any department that purchases this package will receive comprehensive services, including one-on-one consultation through the development process, in order to define their unique goals, analyze their audiences, and ultimately create a structure, navigation and site design that serves those goals.

The resulting site will include the same functionality as the main website since it will use the same administrative backend and have the same interactive components. This means that there is a single instance of visionCMS™ where all content is stored.

Please also note that any department that selects the Advanced Subsite package will also receive their own department-specific Account Management services, equivalent to those included in the visionLive™ edition selected by the County.



Quote for Jasper County, IA

visionLive
department branding »

	Design Theme	Basic Subsite	Advanced Subsite
Design			
Design Elements			
Department logo in site header	✓	✓	✓
Unique color scheme	✓	✓	✓
Unique background	✓	✓	✓
Separate font style	✓	✓	✓
Logo can link to departmental homepage instead of main homepage		✓	✓
Page Layout			
Custom page template based on main site wireframe		✓	
Custom wireframe			✓
Interior page layout same as the main site	✓	✓	✓
Number of new widgets included	0	5	7
Mobile			
Unique color scheme	✓	✓	✓
Department logo in header	✓	✓	✓
Logo can link to own departmental home page instead of main homepage		✓	✓
Design Services			
Heatmap analysis			✓
User surveys			✓
Functionality			
Own Domain			
		✓	✓
Main Navigation			
Same as main site	✓		
Separate page tree from main site		✓	✓



Quote for Jasper County, IA

visionLive
department branding >

	Design Theme	Basic Subsite	Advanced Subsite
Header and Footer Sections			
Independent header configurations (logo, top nav, social icons, quick links)		✓	✓
Independent footer configurations (footer nav, social icons)		✓	✓
Search			
Result part of main site search	✓		
Stand alone search		✓	✓
Separate Google Analytics		✓	✓
Background			
Ability to change background image if main site is able		✓	✓
Page Limit	N/A	50	Unlimited
Additional Storage	N/A	5 GB	10 GB
On-going Services*			
Health checks (account review)			✓
Site analytics report			✓
Graphics site audit			✓
Price			
Implementation Fee			
Base	\$2,500	\$7,500	\$12,000
Each additional	\$1,625	\$7,500	\$12,000
Recurring Annual Fee			
Base	N/A	\$2,500	\$3,250
Each additional	N/A	\$1,500	\$2,250

* Based on visionLive edition -- Outlined services will occur annually if main site is Standard Edition of visionLive or semi-annually if main site is Plus Edition of visionLive.



Professional Services Quote

Company Address 2530 Wilshire Blvd.
2nd Fl
Santa Monica, CA 90403
US

Created Date 8/25/2015
Expiration Date 11/30/2015
Quote Number 00000173

Bill To Name Jasper County - IA
Bill To 101 1st St North
Newton, IA 50208
United States

Prepared By David Luong
E-mail dluong@visioninternet.com

Product	Sales Price	Quantity	Total Price
visionCMS Package	\$14,500.00	1.00	\$14,500.00
Graphic Redesign - Single Design Concept	\$8,000.00	1.00	\$8,000.00
Responsive Design with VisionMobile	\$2,000.00	1.00	\$2,000.00
Grand Total	\$24,500.00		

Here are the statistics Year over Year for views on the County site:

2012	2013	2014
205,200	311,000	471,000

Total Visitors – this is increasing each year

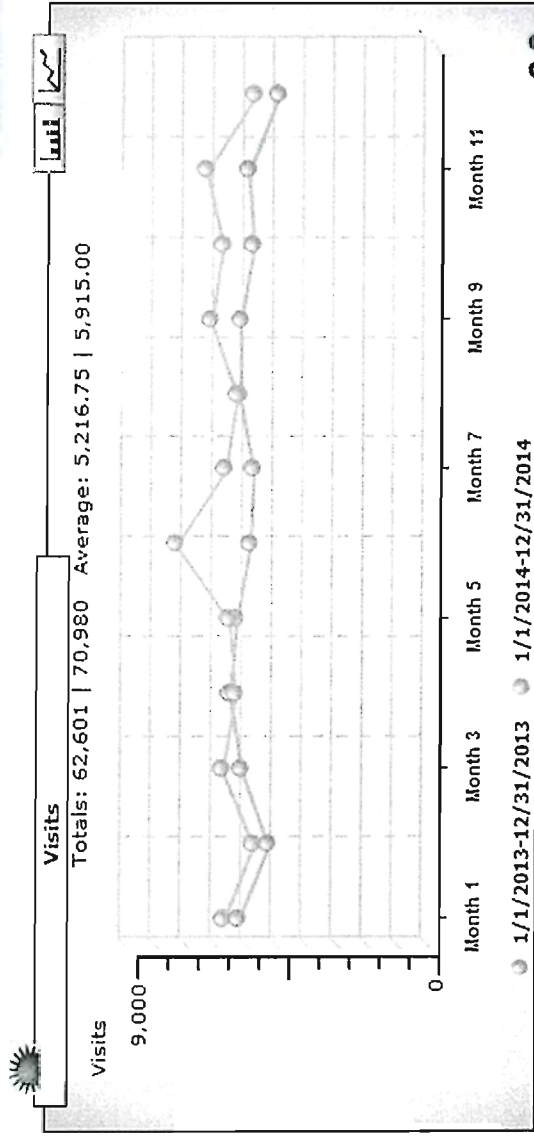
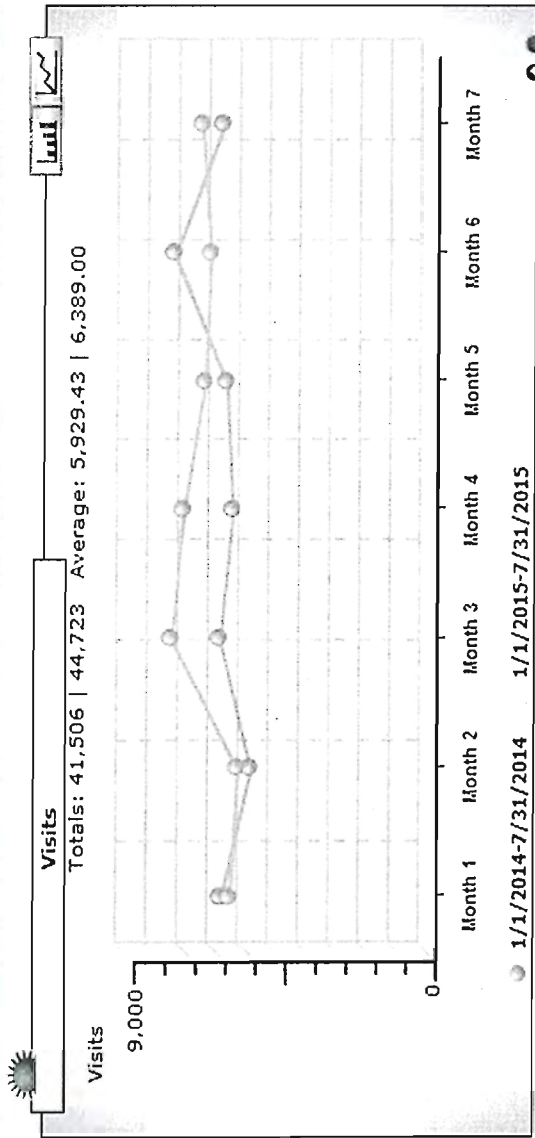
2012: 58,357 visitors, 196,803 page views

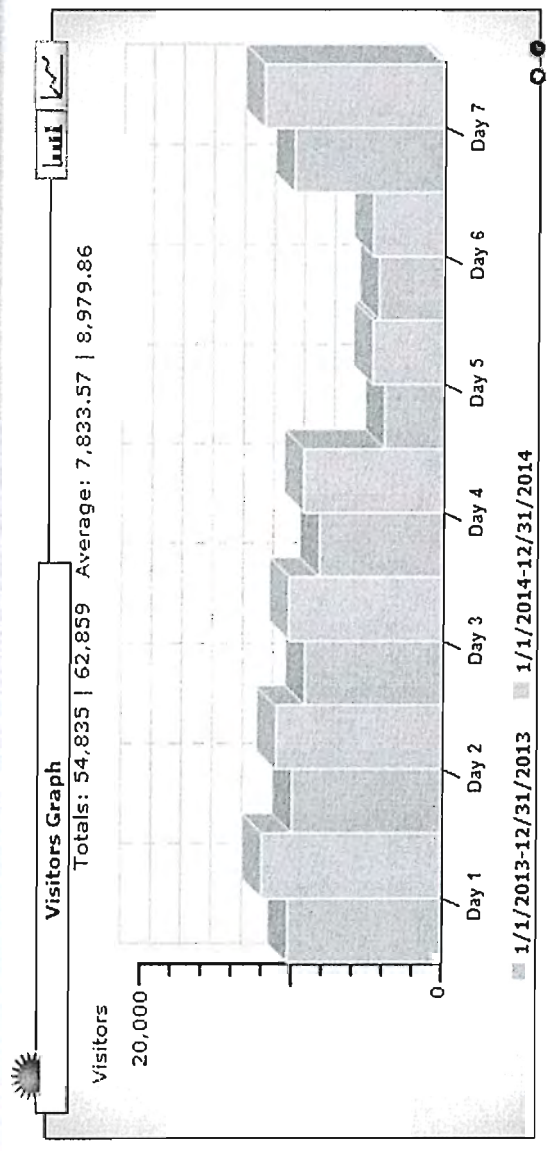
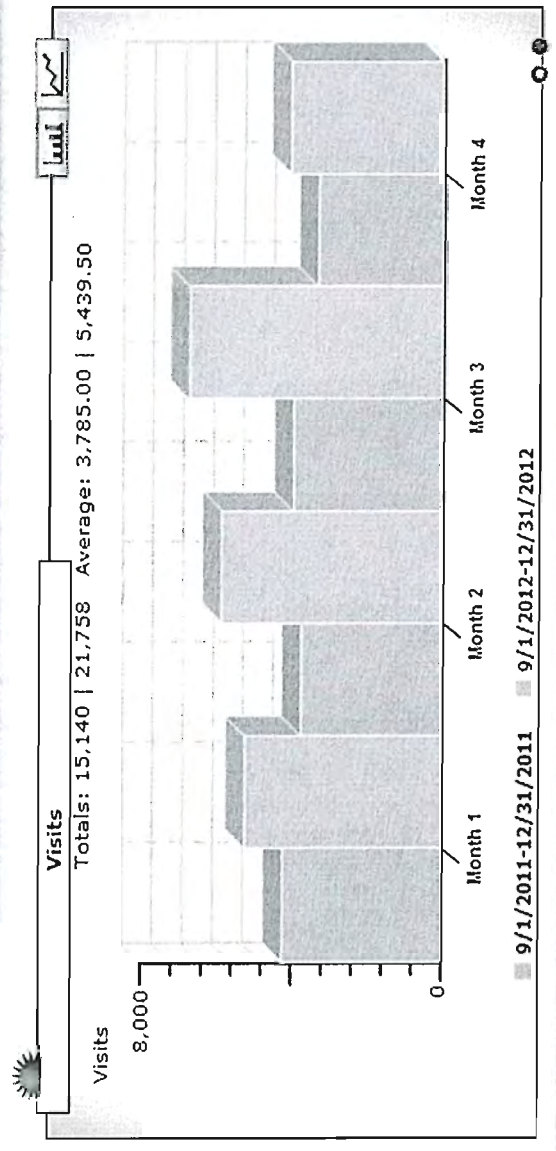
2013: 62,601 visitors, 195,107 page views

2014: 70,980 visitors, 209,849 page views

Finally going to "Content Optimization → Content Performance → Content by Titles" from their Urchin, these are the pages that have received over 1,000 hits in 2015:

Page Titles	Visits	Page Views
Home	7929	27269
Jobs	3832	7645
Sheriff	3712	7581
Treasurer	3389	5976
Search	2491	4321
Directory	2196	5422
Courts	2089	4369
Property Taxes	1629	3211
Conservation	1424	3069
GIS Website	1421	1899
Recorder	1144	3097
Parks	1114	1803







September 28, 2015

JASPER COUNTY, IA ON BEHALF OF JASPER COUNTY E911 SERVICE BOARD

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #23781 are valid for contracts that are executed and returned on or before **October 2, 2015**. After **10/2/15**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 9th Floor (SH5-B)
1303 E. Algonquin Rd
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-3707.

Thank You,



MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing Address** JASPER COUNTY, IA ON BEHALF OF JASPER COUNTY E911
SERVICE BOARD

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 23781

LESSEE:

**JASPER COUNTY, IA on behalf of
JASPER COUNTY E911 SERVICE BOARD**
101 1st Street North
Newton, IA 50208

LESSOR:

Motorola Solutions Inc.
1301 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and pursue funds from which the Lease Payments may be made. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination

shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment

shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor,

at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$15,000.00. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2015.

LESSEE:

LESSOR:

**JASPER COUNTY, IA on behalf of
JASPER COUNTY E911 SERVICE BOARD**

MOTOROLA SOLUTIONS INC.

By: _____

By: _____

Title: _____
Jasper County, IA

Title: _____

Attest: _____
Dennis Parrott, Auditor

By: _____

Title: _____
Jasper County E911 Service Board

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 23781 dated _____ by and between Motorola Solutions Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23781
Lease Number:

This Equipment Schedule dated as of _____ is being executed by MOTOROLA SOLUTIONS INC. ("Lessor") and **JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23781** dated as of _____ ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: IA	

Initial Term: 84 Months Commencement Date: 10/2/2015
First Payment Due Date: 10/1/2016

Seven (7) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.
EXECUTED as of the date first herein set forth.

LESSEE:

**JASPER COUNTY, IA on behalf of
JASPER COUNTY E911 SERVICE BOARD**

LESSOR:

Motorola Solutions Inc.

By: _____
Title: _____
Jasper County, IA

By: _____
Title: _____

Attest: _____
Dennis Parrott, Auditor

By: _____
Title: _____
Jasper County E911 Service Board

Schedule B (#23781) / JASPER COUNTY, IA ON BEHALF OF JASPER COUNTY E911 SERVICE BOARD

Compound Period: Annual
 Nominal Annual Rate: 2.482%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/2/2015	192,489.00	1		
2 Payment	10/1/2016	30,305.00	7	Annual	10/1/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	10/2/2015				192,489.00
1	10/1/2016	30,305.00	4,842.98	25,462.02	167,026.98
2	10/1/2017	30,305.00	4,144.80	26,160.20	140,866.78
3	10/1/2018	30,305.00	3,495.63	26,809.37	114,057.41
4	10/1/2019	30,305.00	2,830.35	27,474.65	86,582.76
5	10/1/2020	30,305.00	2,148.56	28,156.44	58,426.32
6	10/1/2021	30,305.00	1,449.86	28,855.14	29,571.18
7	10/1/2022	30,305.00	733.82	29,571.18	0.00

Grand Totals 212,135.00 19,646.00 192,489.00

Last interest amount increased by 0.01 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$192,489.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

(Signature page to follow)

Schedule B (#23781) / JASPER COUNTY, IA ON BEHALF OF JASPER COUNTY E911 SERVICE BOARD

LESSEE:

JASPER COUNTY, IA on behalf of
JASPER COUNTY E911 SERVICE BOARD

By: _____
Title: _____
Date: _____

Jasper County, IA

LESSOR:

Motorola Solutions Inc.

By: _____
Title: _____
Date: _____

Attest: _____
Dennis Parrott, Auditor

By: _____
Title: _____
Date: _____

Jasper County E911 Service Board

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or

(Signature of Secretary/Clerk)

appointed and acting Secretary or Clerk of the **JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD**, an entity duly organized and existing under the laws of the **State of Iowa** that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **23781** dated _____, and Schedule A number **23781** dated _____, between **JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD** and Motorola Solutions Inc.

(Individuals who signed Lease documents should be listed below and sign where applicable)

Name

Title

Signature

Jasper County, IA

Jasper County E911 Service Board

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD**, hereto this _____ day of _____, 2015.

By: _____

(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23781 dated _____ to that certain Equipment Lease Purchase Agreement number 23781 dated _____ will be maintained by the **JASPER COUNTY, IA** on behalf of **JASPER COUNTY E911 SERVICE BOARD** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23781 dated _____.

This insurance is provided by:

Name of insurance provider _____ Email address of provider _____
Address of insurance provider _____
City, State and Zip Code _____
Phone number of insurance provider _____ Fax number of insurance provider _____

In accordance with the Equipment Lease Purchase Agreement Number 23781, **JASPER COUNTY, IA** on behalf of **JASPER COUNTY E911 SERVICE BOARD**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:
JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD

<p>By: _____ Jasper County, IA</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____ Jasper County E911 Service Board</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

Attest: _____
Dennis Parrott, Auditor

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 23781)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD?

3. Does the equipment replace existing equipment?
If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): _____

Lessee: JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD

By: _____
Jasper County, IA

By: _____
Jasper County E911 Service Board

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Dennis Parrott, Auditor

*** If applicable, please complete ***

Bank Qualified (Lease# 23781)

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Lessee:

JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD

By: _____

Jasper County, IA

Title _____

Attest: _____

Dennis Parrott, Auditor

By: _____

Jasper County E911 Service Board

Title _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Jasper County, IA on behalf of Jasper County E911 Service Board		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 1st Street North	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Newton, IA 50208		7 Date of issue 10/02/2015	
8 Name of issue Equipment Lease Purchase Agreement # 23781		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	185,304	00
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2022	\$ 185,304.00	\$ 192,489.00	7 years	3.487 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
	b Enter the final maturity date of the GIC ▶ _____		
	c Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	b Enter the date of the master pool obligation ▶ _____		
	c Enter the EIN of the issuer of the master pool obligation ▶ _____		
	d Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
	b Name of hedge provider ▶ _____		
	c Type of hedge ▶ _____		
	d Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
	b Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: _____

Lease Schedule A Date: _____

Equipment Lease Purchase Agreement No.: 23781 Lease Schedule A No. : 23781

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23781 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

JASPER COUNTY, IA on behalf of JASPER COUNTY E911 SERVICE BOARD

By: _____
 Title: _____
 Date: _____

To complete after delivery

By: _____
 Title: _____
 Date: _____

To complete after delivery

Communications System Agreement
(Lease)

Motorola Solutions, Inc. ("Motorola") and _____ Jasper County on behalf of Jasper County E911 Service Board _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B Intentionally Omitted
- Exhibit C "Technical and Implementation Documents"
 - C-1 "System Description" dated ____February 2015_____
 - C-2 "Equipment List" dated ____February 2015_____
 - C-3 "Statement of Work" dated ____February 2015_____
 - C-4 "Acceptance Test Plan" or "ATP" dated ____February 2015_____
- Exhibit D "System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price
- 2.9. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.10. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.11. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.12. "Non-Motorola Software" means Software that another party owns.
- 2.13. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.14. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.15. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.16. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.17. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.18. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.19. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.20. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601. Unless lease financing arrangements are mutually agreed in writing concerning the additional Equipment or Software orders, they are not covered by the Equipment Lease-Purchase Agreement. To the extent additional Equipment orders may be covered by the Equipment Lease Purchase Agreement, unless otherwise stated in the Equipment Lease Purchase Agreement, title to the Equipment will pass to Customer upon shipment.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software,

and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 292,489. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the executed Equipment Lease-Purchase Agreement in the amount of \$192,489 and upon payment for Final Acceptance in the amount of \$100,000. Upon Final Acceptance, Motorola will submit an invoice to Customer and the Customer will make payment to Motorola within thirty (30) days after the date of the invoice. Customer will make a payment when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.2. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: Jasper County 911 Center, 2300 Law Center Drive, Newton, IA 50208

5.4. The address which is the ultimate destination where the Equipment will be delivered to Customer is: Jasper County 911 Center, 2300 Law Center Drive, Newton, IA 50208

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

5.5. Jasper County 911 Center, 2300 Law Center Drive, Newton, IA 50208

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally

equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: _____	Attn: ___ Edward L. Roach _____
_____	_____ Jasper 911 Center _____
fax: _____	fax: ___ 641-791-2237 _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection

9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer: Jasper County E911 Service Board

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer: Jasper County

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ Jasper County 911 Board _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the

transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
INTENTIONALLY OMITTED

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENT

Exhibit D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Dennis Parrott, Auditor

Resolution No. _____

RESOLUTION AWARDING CONTRACT FOR
LONGITUDINAL DRAINTILE
PROJECT NUMBER FM-C050(109)—55-50

Moved by, _____ seconded by, _____

To accept the low bid from Manatt’s, Inc. of Brooklyn, IA and award the contract for said project FM-C050(109)—55-50 in the amount of One Million, Fifty Thousand, Two Hundred Twenty and 10/100 dollars (\$1,050,220.10). This project consists of placing Longitudinal DRAINTILE on Routes F62 between Hwy 14 and Hwy 163, T12 from Hwy 6 to Hwy -14, and F36 from S52 east to the Cherry Creek Bridge. This Resolution awards the contract and authorizes the Chairman to sign the contract and performance bond.

AYES: _____

NAYS: _____

Approved this 6th day of October, 2015.

Dennis Carpenter
Chairman Board of Supervisors

Dennis Stevenson
Board of Supervisors

Joseph Brock
Board of Supervisors

ATTEST: _____

Dennis Parrott
Jasper County Auditor

STIVERS FORD LINCOLN

1450 East Hickman Rd
Waukee, Ia. 50263

2016 State of Iowa F250 extended cab 4X4 pickup w/ 6.5' box, 158" wheelbase 5HPU Group 11

10,000 GVWR 4X4 pickup

INCLUDES 2015 Ford F250 4X4 XL pickup, 10,000# GVWR, speed control, tilt wheel, Air conditioning
6.0L V8 engine with 6 speed automatic transmission, limited slip rear axle, 5 all season 17" tires
daytime running lights, cloth 40/20/40 seat, power windows, power locks, heated power mirrors
remote keyless entry, 2 speed manual shift transfer case, 38 gallon fuel tank.

STATE CONTRACT PRICE

\$26,621



AVAILABLE OPTIONS:

Trailer brake controller	\$ 196	<input checked="" type="checkbox"/>
Back up alarm	\$ 125	<input type="checkbox"/>
Transfer case electric shift	\$ 158	<input type="checkbox"/>
Snow plow prep package with heavy duty alternator & spring upgrade (recommended)	\$ 85	<input checked="" type="checkbox"/>
Sliding rear window	\$ 125	<input type="checkbox"/>
Vinyl seat ILO cloth	NC	<input type="checkbox"/>
Chrome bumpers	\$ 220	<input type="checkbox"/>
All terrain tires	\$ 125	<input type="checkbox"/>
Remote engine start	\$ 195	<input type="checkbox"/>
AM/FM CD player	\$ 275	<input type="checkbox"/>
Ford SYNC - Voice Activated Communication System with required steering wheel controls and AMFM CD radio	\$ 650	<input type="checkbox"/>
4X4 off road package with HD shocks and skid plates	\$ 450	<input type="checkbox"/>
Sliding rear window	\$ 125	<input type="checkbox"/>
Aluminum wheels	\$ 600	<input type="checkbox"/>
Factory molded cab steps	\$320	<input type="checkbox"/>
Delete daytime running lights	NC	<input type="checkbox"/>
Delete power windows/locks/mirrors	\$ (500)	<input type="checkbox"/>
2 extra keys with remote	\$ 230	<input type="checkbox"/>
4.30 electric lock rear axle	NC	<input type="checkbox"/>
8' BOX UPGRADE	\$ 150	<input checked="" type="checkbox"/>
Roof clearance lights	\$ 55	<input type="checkbox"/>
Factory molded mudflaps	\$ 130	<input type="checkbox"/>
Rear wheel well liners	\$ 180	<input type="checkbox"/>
Camper package with stabilizer bar and overloads (recommended)	\$ 160	<input type="checkbox"/>
200 AMP alternator	\$ 64	<input type="checkbox"/>
Tailgate step	\$ 375	<input type="checkbox"/>
Rear view camera	\$ 540	<input type="checkbox"/>
Rear backup sensors	\$ 245	<input type="checkbox"/>
Factory remote start	\$ 195	<input type="checkbox"/>
4 upfitter switches	\$ 125	<input type="checkbox"/>
Add for Vermillion red paint- code F1. Race red is no charge	\$ 545	<input type="checkbox"/>
Reflex spray in bedliner	\$ 450	<input type="checkbox"/>
Rust protection with sound shield with warranty	\$ 299	<input type="checkbox"/>
Ford 6.7L diesel, includes dual batteries with tow/haul and 60 month/100,000 mile warranty	\$8,315	<input type="checkbox"/>

\$ 27,052

Old \$ 27,013 + 196⁰⁰ = \$ 27,214

September 22, 2015

Tuesday, September 22, 2015, the Jasper County Board of Supervisors met in regular session 9:30 am with Supervisors Carpenter and Brock present, Supervisor Stevenson was absent, Chairman Carpenter presiding.

Motion by Brock, seconded by Carpenter to set the bid opening date for the County Crop Ground two year contract for Tuesday, October 6, 2015 at 9:30 a.m.

YEA: BROCK, CARPENTER

Motion by Brock, seconded by Carpenter to approve the cancellation of outstanding checks presented by County Treasurer, Doug Bishop. #14990 to Rolland Schnell in the amount of \$11.00, #15058 to Lennie Smith in the amount of \$13.00, #15117 to Robyn Taylor in the amount of \$39.41 and #15147 to Ashlee Kibbee in the amount of \$5.00.

YEA: BROCK, CARPENTER

Elderly Nutrition Director, Kelli Van Manen presented a request on behalf of Jasper County to Aging Resources of Central Iowa to receive excess Title III C-2 funds in the amount of \$9338.00. These returned funds will be used by Jasper County Elderly Nutrition to purchase shelf stable meals from JA Foods and frozen meals from GA Foods. Van Manen stated that Jasper County Elderly Nutrition had not used frozen meals before but felt it was the right time to use the Title III C-2 funds to purchase them. These meals would be used on days that the County would be closed due to holidays or emergency days. Carpenter and Brock complimented her on this decision.

Motion by Brock, seconded by Carpenter to approve the request to Aging Resources Title III C-2 Carryover Funds in the amount of \$9338.00 and to use these funds to purchase shelf stable meals from JA Foods and frozen meals from GA Foods.

YEA: BROCK, CARPENTER

County Engineer, Russ Stutt and Pam Olson requested the supervisors approve a resolution for a Level C roadway designation on Mission Avenue.

Motion by Brock, seconded by Carpenter to approve Resolution 15-42 establishing a portion of S Mission Avenue E in Section 21 & 22-79N-19W of Palo Alto Township in Jasper County be classified as a Level C Area Service Road and gates be installed.

YEA: BROCK, CARPENTER

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

Motion by Brock, seconded by Carpenter to approve the trade in of two used motor graders for the amount of \$24,000.00 and the purchase of a reconditioned motor grader from Murphy Equipment for the amount of \$95,500.00.

YEA: BROCK, CARPENTER

Motion by Brock, seconded by Carpenter to approve the Recorder's Monthly Report for August, 2015.

YEA: BROCK, CARPENTER

Motion by Brock, seconded by Carpenter to approve the Board of Supervisor's Minutes for 9/15/15.

YEA: BROCK, CARPENTER

There was no report on the Jasper County Care Facility Demolition.

There were no Board Appointments.

Motion by Brock, seconded by Carpenter to adjourn the Tuesday, September 22, 2015 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, BROCK

Tina Mulgrew, Deputy Auditor

Denny Carpenter, Chairman