

# Jasper County, Iowa

**Joe Brock**

**Denny Carpenter**

**Doug Cupples**



**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](http://www.co.jasper.ia.us)**

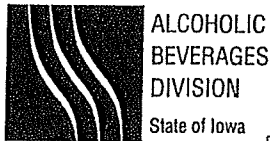
**November 28, 2017**

**9:30 a.m.**

**Pledge of Allegiance**

- Item 1      Sheriff – John Halferty**
  - a) Approval of Annual 28E Tobacco Compliance Check Contract
  - b) Deputy Training Liability Agreement
  
- Item 2      IT – Ryan Eaton**
  - a) IP Pathways Quotes
  - b) IP Pathways Storage as a Service Agreement
  - c) IP Pathways Master Service Agreement
  
- Item 3      Resolutions approving Transfer Orders #1386, #1387, #1388, #1389 & #1390**
  
- Item 4      Jasper County Annex Building**
  
- Item 5      Approval of Board of Supervisors minutes for 11/21/17**

**PUBLIC INPUT & COMMENTS**



RECEIVED

2017 NOV 17 PM 12:00

JASPER COUNTY IOWA  
SHERIFF

Kim Reynolds *Governor of Iowa*  
Adam Gregg *Lieutenant Governor*  
Stephen Larson *Administrator*

November 8, 2017

Dear I-PLEDGE Partner,

The Iowa Alcoholic Beverages Division (ABD) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2018 (July 1, 2017 – June 30, 2018). The benefit of a partnership between ABD and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2017.

In order to be an I-PLEDGE partner in fiscal year 2018, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement with a witness on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook. While reviewing the agreement, please note the highlighted language in Section 10.

It is important to remember that ABD is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2018, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to ABD in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to ABD will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Details and examples of these age-restricted products will be included in the enforcement handbook.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 13.10 of the 28E Agreement. In the meantime, feel free to contact me at 515.281.7434 or 515.314.8561, with questions regarding the enclosed agreement. If you prefer, you may also email [Ekman@iowaabd.com](mailto:Ekman@iowaabd.com).

Sincerely,

Jessica Ekman  
Tobacco Program Coordinator

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 2**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Jasper County Sheriff (The “Department”). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Jasper County Sheriff  
2300 Law Center Dr, Newton, Iowa 50208

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2018, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2017.**

The compliance check shall be completed and submitted for reimbursement to ABD by **January 15, 2018**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2017 business year, but not before October 1, 2017. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2017 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **April 15, 2018**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **January 15, 2018**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Youth Volunteers.** Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance



checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

**5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.

**5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

**5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.

**5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## **5.2 Responsibilities of the ABD.**

**5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

**5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.

**5.2.5 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2017** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

- 10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
- 10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:
- 10.2.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.
- 10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;
- 10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;
- 10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;
- 10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 Notice of Default.** If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

#### **SECTION 11. INDEMNIFICATION.**

**11.1** **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2** **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

#### **SECTION 12. CONTACT PERSON.**

**12.1** **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

#### **SECTION 13. CONTRACT ADMINISTRATION.**

**13.1** **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

**13.2** **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: Ekman@IowaABD.com

If to Department: Sheriff John Halferty  
Jasper County Sheriff  
2300 Law Center Dr  
Newton, Iowa 50208  
**Email:**

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to





## Deputy Training Liability Agreement

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

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

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



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

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

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

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

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

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

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

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

#### EXHIBIT "A"

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

I.	ILEA Tuition	\$6,240.00
	Consolidated Foods	\$1465.00
	Defensive Tactics Uniforms	<u>\$ 225.00</u>
	<b>Total</b>	<b>\$7930.00</b>
II.	Officer wages and benefits for 520 hours of academy	
	Starting base wage .....	\$12,014.40
	Uniforms and equipment.....	\$3,000.00
	Health Insurance.....	\$2049.00
	IPERS (County share).....	\$1502.75
	FICA (County share).....	<u>\$1163.50</u>
	<b>Total wages and benefits</b>	<b>\$19,729.65</b>
III.	Total costs:	
	Academy Costs	\$ 7930.00
	Wages and Benefits	<u>\$19,729.65</u>
	<b>Estimate of total costs</b>	<b>\$27659.65</b>

Dated at Newton, Iowa on this 25<sup>th</sup> day of September, 2017.

Brandon Brown

Signature of Employee

State of Iowa

County of Jasper

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

25<sup>th</sup> day of September, 2017 by Brandon Bruxvoort  
(Name of Employee)

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



Julie P. Dodds  
Notary Public

Accepted by:

County of Jasper, Iowa

Julie R. Helferty  
Sheriff of Jasper County

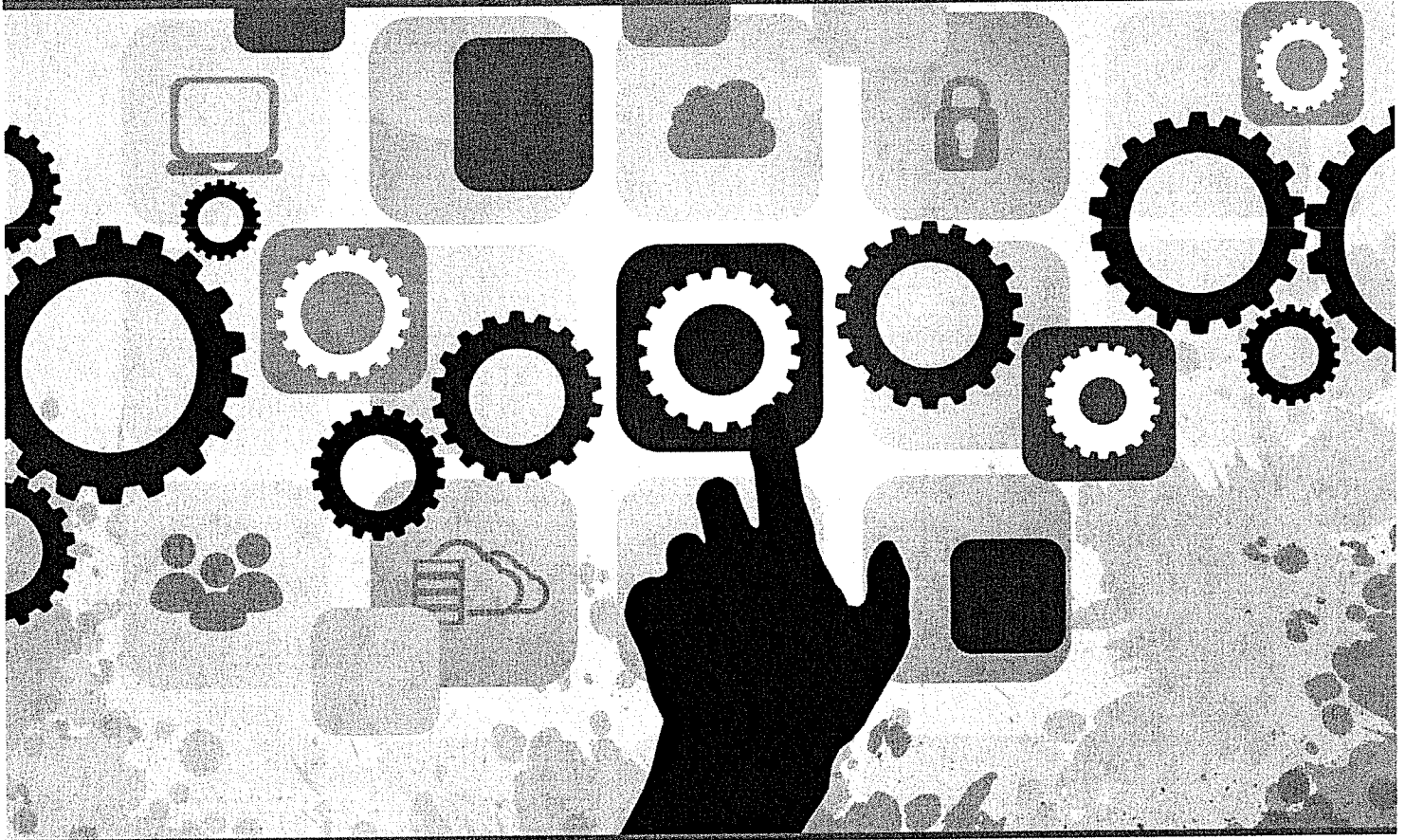
\_\_\_\_\_  
Chairman, Board of Supervisors

Date: 09-25-2017

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Dennis Parrott, Auditor

# IP PATHWAYS



Jasper County

*SoW - NetApp Production and DR Refresh*

November 17, 2017

## PROPRIETARY STATEMENT

This document contains confidential and proprietary information and is the property of IP Pathways, LLC ("IP Pathways"). This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to IP Pathways upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document shall remain valid until the stated Expiration Date unless IP Pathways authorizes an extension.

## INTRODUCTION

IP Pathways provides IT hardware & software, Data center, Cloud, Professional & Managed services Hybrid IT solutions to small, medium and enterprise customers throughout the Midwest. We architect, implement, monitor, support and manage private and hybrid cloud solutions for your data center, our data center or any data center.

Named by CRN Magazine as one of the 250 most certified, 500 largest and 100 fastest growing IT service providers in North America, IP Pathways helps IT move at the speed of business.

## ROLES AND RESPONSIBILITIES

### IP Pathways

IP Pathways is responsible to provide the following:

- Timely and appropriate selection of qualified engineer(s) to meet the requirements of the Project.
- Professional and satisfactory completion of the Project.
- Accurate and expedient report of all charges and expenses incurred in the execution of the Project.
- Delivery of clear, concise and professional documentation as a result of the Project.
- Suitable replacements for any of the personnel in cases of prolonged illness or extenuating circumstances.
- Disciplined and practical Project management services based on best practices.

### Jasper County

Jasper County is responsible to provide the following:

- Provide engineer(s) from IP Pathways with appropriate access to the network, facilities, and personnel.
- Provide the IP Pathways' engineer(s) with a work space that includes a work area, printer/network connectivity and data line with public internet access.

- Designate a Primary Client Contact ("PCC") prior to the delivery of any services. The PCC will be the person who has the authority to act for Jasper County in all aspects of the Project. The PCC's responsibilities will include:
  - Serve as the interface between Jasper County and IP Pathways.
  - Identify, schedule and confirm availability of support staff and management for on-site interviews and meetings.
  - Schedule meeting rooms as necessary.
  - Obtain and provide information, data, decisions and approvals, within one (1) working day of IP Pathways' request, unless both parties agree to an extended response time.
  - Resolve deviations from the Project plans that Jasper County may have caused.
  - Help resolve issues within the organization of Jasper County as related to the Project and escalate issues.
  - Monitor and report the Project's status on a regular basis with Jasper County management.

## CONSTRAINTS AND EXCLUSIONS

### Constraints

Depending on the scope of the project, IP Pathways may expect that a portion of all activities and tasks will be performed on-site at Jasper County, with the remainder being performed at locations designated by IP Pathways. No additional constraints have been defined at this time.

### Exclusions

The following areas are not included in the scope of the Project:

- Any ongoing support or implication of warranty.
- Implementation of software or services outside of the Project.
- Any additional services not defined required to facilitate the successful implementation of this Project.

## LOGISTICS

### Project Schedule

The Project start date and schedule will be determined during the pre-Project call.

### Completion Criteria

The Project will be considered complete when the deliverables described in this Statement of Work have been fulfilled and have been delivered to the PCC. A Certificate of Completion will be provided at the end of this Project for validation of all work by the Customer. If not returned or disputed within five (5) business days of completion of the Project, all deliverables will be deemed complete and the balance of the Project charges will be invoiced.

### Project Change

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the Project schedule.
- Discretionary changes in the scope of the Project.
- Requested changes to the work hours of IP Pathways personnel.
- Non-availability of products or services that are beyond IP Pathways' control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data or facilities necessary to complete the Project.

In the event an amendment to this Statement of Work is necessary, the parties agree to execute additional documents as necessary.

## STAFFING

The following IP Pathways' staff will work with Jasper County to successfully complete the Project.

### Account Management

Aaron Kissinger  
akissinger@ipathways.com  
515.422.9351

### Solution Architecture

Chris Wilson  
cwilson@ipathways.com  
515.422.9346

### Project Management

Engineering Project Managers for this Project will be assigned to this Project during the pre-Project meeting.

### Engineering Services

Engineer(s) for this Project will be assigned to this Project during the pre-Project meeting.

## ENGAGEMENT SCOPE

IP Pathways will provide professional consulting and engineering services to Jasper County for this Project.

### Requirements

Jasper County will provide all required hardware, software, licenses and ensure an appropriate physical environment including data center infrastructure such as standard rack space, sufficient cooling, appropriate power and network connections to support the Project unless such items are included in the scope of the Project.

### Definition

A pre-Project meeting to define the minimum hardware and software requirements as well as to verify the current environment will be scheduled prior to starting the Project. Any deficiencies found will be required to be corrected prior to the beginning of this Project. Any Customer specific applications or testing must be defined in this Statement of Work.

### Implementation

IP Pathways will assist with the following primary activities to install a single site NetApp with replication back to IP Pathways Storage as a Service.

#### Site One

**NetApp Storage System Model:** NetApp FAS2650A cDOT

**Replacing:** NetApp FAS2220A 7-Mode

#### Site Two

**NetApp Storage System Model:** NetApp FAS2620 cDOT

**Replacing:** NetApp FAS2220 7-Mode

#### Milestone 1: Site One Network Configuration

- Assist with configuration of switches for NetApp and Host connectivity
  - If switches were purchased as part of this project from IP Pathways, this also includes installation and base configuration
    - If 10 GB switching is purchased install NetApp with provided 10GB Optics
    - If existing 1GB switching will be utilized, install GLC-TE's
  - If switches were not purchased as part of this project from IP Pathways, then this does not include installation or base configuration of the switches themselves

#### Milestone 1: Install Site One NetApp Storage System

- Install NetApp Storage System
  - Base installation of a single new NetApp Storage System
  - Rack and cable controllers and shelves
  - Configure as switchless cluster
    - Interconnect nodes
  - Connect to existing End User provided switches for cluster management
  - Setup OnTap to perform as a cluster
  - Configure Storage (RAID groups, aggregates, volumes and SVM's)
    - Up to four SVM's per OnTap cluster to include:
      - CIFS SVM



- NAS SVM
- SAN SVM
- Configure Network (Logical Interfaces [LIFs], physical port configuration, interface groups and VLANs).
  - Create cluster management LIF
  - Node management LIFs
  - SVM management LIFs
  - SVM NAS LIFs
  - SVM SAN LIFs
- Creation of load-sharing mirrors for VSM root volumes
- Configure DNS on storage system
- Configure NTP on storage system
- Configure NetApp Service Processor
- Update all NetApp firmware and Data OnTap to IP Pathways recommended versions
- Configure and test NetApp AutoSupport
- Configure CIFS membership to existing Active Directory environment
  - Migrate up to two Windows servers to NetApp if requested during project time frame
  - Creation of Active Directory Kerberos SPNs as necessary
- Enable deduplication on all volumes and stagger the deduplication schedules
- Test resiliency and fault-tolerance of solution
  - Resilient shelf cabling
  - Resilient network cabling
  - NetApp failovers and givebacks function and all IP addressing remains functional during failovers
- Installation of NetApp OnCommand Unified Manager Core Package unless not requested
  - OVF template provided by IP Pathways
- Begin migration of data from existing NetApp on site one to new FAS2650A
  - Migrate approximately 9TB of data from legacy NetApp to Site One FAS2650A
  - Prepare legacy NetApp for decommission and provide documentation to Jasper County for remaining decommissioning steps

## Milestone 2: Site Two Network Configuration

- Assist with configuration of switches for NetApp and Host connectivity
  - If switches were purchased as part of this project from IP Pathways, this also includes installation and base configuration
    - If 10 GB switching is purchased install NetApp with provided 10GB Optics
    - If existing 1GB switching will be utilized, install GLC-TE's
  - If switches were not purchased as part of this project from IP Pathways, then this does not include installation or base configuration of the switches themselves

## Milestone 2: Install Site Two NetApp Storage System

- Install NetApp Storage System
  - Base installation of a single new NetApp Storage System
  - Rack and cable controllers and shelves
  - Configure as switchless cluster

- Interconnect nodes
  - Connect to existing End User provided switches for cluster management
  - Setup OnTap to perform as a cluster
  - Configure Storage (RAID groups, aggregates, volumes and SVM's)
    - Up to two SVM's per OnTap cluster to include:
      - vSphere SVM
      - SAN SVM
  - Configure Network (Logical Interfaces [LIFs], physical port configuration, interface groups and VLANs).
    - Create cluster management LIF
    - Node management LIFs
    - SVM management LIFs
    - SVM NAS LIFs
    - SVM SAN LIFs
  - Creation of load-sharing mirrors for VSM root volumes
  - Configure DNS on storage system
  - Configure NTP on storage system
  - Configure NetApp Service Processor
  - Update all NetApp firmware and Data OnTap to IP Pathways recommended versions
  - Configure and test NetApp AutoSupport
- Enable deduplication on all volumes and stagger the deduplication schedules
- Test resiliency and fault-tolerance of solution
  - Resilient shelf cabling
  - Resilient network cabling
  - NetApp failovers and givebacks function and all IP addressing remains functional during failovers

## Milestone 2: Configuration Replication

- Creation of SnapMirror and SnapVault relationships between Site One and Site Two NetApp Storage Systems
  - Use XDP SnapMirror and SnapVault relationships
    - Bandwidth between Prod and DR is 1GB.
    - Initial baseline should be done onsite if adequate bandwidth is not available
- Creation of retention policies for SnapVault relationships
- If replication interval is nightly, ensure SnapMirror transfers occur after deduplication has completed
- If SnapMirror is utilizing a low-bandwidth connection enable SnapMirror Network Compression

## **Documentation**

IP Pathways will provide Jasper County with detailed documentation at the completion of this Project that will clearly define and document the solution. This documentation will include the following elements.

- Visio diagram depicting the NetApp configurations
- Details host names, IP addresses, and passwords as relevant to the environment

## **Training**

IP Pathways will provide the IT staff of Jasper County with basic administration training of any newly installed or updated



Date: November 17, 2017  
Expiration Date: November 30, 2017  
Quote Number: 8414 v2

equipment. The first training sessions will consist of a consecutive block of time of up to 2 hours near the end of milestone. If any additional training is requested, a separate training specific statement of work may be requested.



**Date:** November 17, 2017  
**Expiration Date:** November 30, 2017  
**Quote Number:** 8414 v2

**Prepared For**  
 Jasper County  
 Celia Robertson  
 101 1st St N  
 Newton, IA 50208  
 crobertson@co.jasper.ia.us

**Ship To**  
 Jasper County  
 Celia Robertson  
 101 1st St N  
 Newton, IA 50208

**Prepared By**  
 Aaron Kissinger  
 3600 109th Street  
 Urbandale, IA 50322  
 p. 515.422.9351  
 f. 515.422.5544  
 akissinger@ippathways.com

Any hours worked outside the scope of this Statement of Work will be billed in accordance with IP Pathways' standard rate schedule. This Statement of Work is based upon IP Pathways' current understanding of the Project scope and past experience in executing these types of engagements.

\*IP Pathways 10-Year promotional discount expires 11/30/2017.

Milestone One		Qty	Price	Extended
Service Cost	Service Cost	1	\$7,980.00	\$7,980.00
<b>Milestone One Subtotal</b>				<b>\$7,980.00</b>

Milestone Two		Qty	Price	Extended
Service Cost	Service Cost	1	\$9,975.00	\$9,975.00
<b>Milestone Two Subtotal</b>				<b>\$9,975.00</b>

Discount		Qty	Price	Extended
DISCOUNT	IP Pathways 10-Year Anniversary 10% Discount on Services	1	(\$1,795.50)	(\$1,795.50)
<b>Discount Subtotal</b>				<b>(\$1,795.50)</b>

Recap		Amount
	Milestone One	\$7,980.00
	Milestone Two	\$9,975.00
	Discount	(\$1,795.50)
	<b>Total</b>	<b>\$16,159.50</b>

**TERMS**

Payment	Due at Signing	Due Upon Completion
Milestone One After Discount: 50% Downpayment	\$3,590.88	\$3,590.87
Milestone Two After Discount: 50% Downpayment	\$4,488.88	\$4,488.87
<b>Total Due Upon Signing</b>	<b>\$8,079.75</b>	



Date: November 17, 2017  
Expiration Date: November 30, 2017  
Quote Number: 8414 v2

**SIGNATURE**

An authorized signature below indicates acceptance for this Statement of Work.

**Please Check One of the Following:**

Deduct SoW charges from my existing pre-paid services balance\*\*

Invoice separately for SoW charges according to payment terms

*If no selection is made, project charges will be invoiced separately per payment terms.  
\*\*If being deducted from an existing 2016/2017 Services Block, box must be checked at time of signing in order to receive discount*

\_\_\_\_\_  
Signature

**Celia Robertson**  
Printed Name

**IT Director**  
Title

**Jasper County**  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Brittani Koelling**  
Printed Name

**Controller**  
Title

**IP Pathways**  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Joe Brock, Board Chairman**

\_\_\_\_\_  
**Date**

Attest: \_\_\_\_\_  
**Dennis Parrott, Auditor**

\_\_\_\_\_  
**Date**



Date: November 20, 2017  
 Expiration Date: December 15, 2017  
 Quote Number: 8416 v3  
 Payment Terms: Net 30

Prepared For  
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 Celia Robertson  
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 crobertson@co.jasper.ia.us

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 Celia Robertson  
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 Aaron Kissinger  
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 Urbandale, IA 50322  
 p. 515.422.9351  
 f. 515.422.5544  
 akissinger@ippathways.com

**Description of Work** Aruba/HP Switching

**Notes** Due to large volume increase during IP Pathway's End of Year, order processing will be delayed in the last two weeks of December. In order to ensure bookings by the end of the 2017 calendar year, orders must be submitted for processing no later than December 15th, 2017.

Aruba		Qty	Price	Extended
J9827A	ARUBA 5400R ZL2 MANAGEMENT MODULE	1		
JL095A	ARUBA 5406R 16SFP+ V3 ZL2 SWCH	1		
J9828A#ABA	ARUBA 5400R 700W POE+ ZL2 PSU ARUBA 5400R 700W POE+ ZL2 PSU US EN	2		
<b>Aruba Subtotal</b>				<b>\$8,327.43</b>

3 Year Support		Qty	Price	Extended
H1MT0E	HPE 3Y FC 24X7 ARUBA 5406R ZL2 SWITC SVC, ARUBA 5406R ZL2 SWITCH, 24X7 HW SUPPORT, 4 HOUR ONSITE RESPONSE 24X7 SW PHONE SUPPORT AND SW UPDATES FOR ELIGIBLE SW.	1	\$4,033.09	\$4,033.09
<b>3 Year Support Subtotal</b>				<b>\$4,033.09</b>

Recap		Amount
	Aruba	\$8,327.43
	3 Year Support	\$4,033.09
	<b>Subtotal</b>	<b>\$12,360.52</b>
	<b>Shipping</b>	<b>\$80.00</b>
	<b>Total</b>	<b>\$12,440.52</b>

**Terms & Conditions:**

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included – unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Dennis Parrott, Auditor**



Date: November 20, 2017  
 Expiration Date: December 15, 2017  
 Quote Number: 8392 v4  
 Payment Terms: Net 30

Prepared For  
 Jasper County  
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 101 1st St N  
 Newton, IA 50208  
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 Urbandale, IA 50322  
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 akissinger@ippathways.com

**Description of Work** NetApp Production Array

**Notes** Due to large volume increase during IP Pathway's End of Year, order processing will be delayed in the last two weeks of December. In order to ensure bookings by the end of the 2017 calendar year, orders must be submitted for processing no later than December 15th, 2017.

NetApp FAS2650		Qty	Price	Extended
FAS2650	FAS2650	1		
SW-2-CL-BASE	SW-2,Base,CL,Node	1		
FAS2650A-002	FAS2650 HA System,Premium Bundle	2		
SW-2-2650A-TPM-C	SW,Trusted Platform Module Enabled,2650A,-C	2		
SW-2-2650A-NVE-C	SW,Data at Rest Encryption Enabled,2650A,-C	2		
FAS2650-106-C	FAS2650,24x1.8TB,10K,-C	1		
DOC-2650-C	Documents,FAS2650,-C	1		
DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2		
OS-ONTAP1-CAP2-PREM-1P-C	ONTAP,Per-0.1TB,PREMBNDL,Perf,1P,-C	432		
X-SFP-H10GB-CU5M-R6	Cable,Cisco 10GBase Copper SFP+ 5m	8		
X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	2		
X66030A	Cable,12Gb,Mini SAS HD to HD,0.5m	2		
X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	1		
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2		
X1558A-R6	Power Cable,In-Cabinet,48-IN,C13-C14	2		
X1983-3-R6	Cable,Twinax CU,SFP+,3M,X1962/X1963/X1967	4		
X800E-R6	Power Cable North America,R6	2		
X5713A-R6	IOM6,SAS,6Gb,R6	2		
X66021A-R6	Cable,Storage,MiniSAS HD,QSFP,12G,2m	4		
<b>NetApp FAS2650 Subtotal</b>				<b>\$41,707.26</b>

3 Year Support		Qty	Price	Extended
CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	1	\$4,139.74	\$4,139.74
<b>3 Year Support Subtotal</b>				<b>\$4,139.74</b>





Date: November 20, 2017  
Expiration Date: December 15, 2017  
Quote Number: 8392 v4  
Payment Terms: Net 30

Recap	Amount
NetApp FAS2650	\$41,707.26
3 Year Support	\$4,139.74
<b>Subtotal</b>	<b>\$45,847.00</b>
<b>Shipping</b>	<b>\$375.00</b>
<b>Total</b>	<b>\$46,222.00</b>

**Terms & Conditions:**

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included – unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Dennis Parrott, Auditor**





Date: November 20, 2017  
 Quote Number: 8429.V2

Prepared For  
 Jasper County  
 Celia Robertson  
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 akissinger@ippathways.com

**Data Center Services Proposal** Jasper County Replication as a Service

**Notes** IP Pathways 10-Year promotional discount expires 11/30/2017.  
 Promotional 10% discount applies to the initial 3-year term.

**Monthly Recurring Charges**

Storage		Qty	Price	Extended
<i>This is an estimate only. Actual charges will be based on monthly usage</i>				
SAAS-T3-3Y	Storage as a Service (Tier 3) - 3-Year Term - 1TB Commitment @ No IOPS Guarantee (\$0.09 per additional GB)	7	\$92.16	\$645.12
SAAS-T3-3Y+	Storage as a Service (Tier 3) - 3-Year Term - Usage per additional GB	1801	\$0.09	\$162.09
INET-ONTAP	Internet Integration Services for NetApp ONTAP	1	\$25.00	\$25.00
<b>Storage Subtotal</b>				<b>\$832.21</b>

MRC Discount		Qty	Price	Extended
MRC-DISCOUNT	IP Pathways 10-Year Anniversary 10% Initial Term MRC Discount	1	(\$83.22)	(\$83.22)
<b>MRC Discount Subtotal</b>				<b>(\$83.22)</b>

**Non-Recurring Charges**

Storage		Qty	Price	Extended
SAAS-T3-3Y-NRC	Non-Recurring Charge for: SAAS-T3-3Y	1	\$92.16	\$92.16
INET-ONTAP-NRC	Non-Recurring Charge for: INET-ONTAP	1	\$25.00	\$25.00
<b>Storage Subtotal</b>				<b>\$117.16</b>

**Charges Summary**

Month One Total	Amount
Monthly Recurring Charges	\$748.99
Non-Recurring Charges	\$117.16
<b>Total</b>	<b>\$866.15</b>

Monthly Recurring Charges	Amount
Monthly Recurring Charges	\$748.99
<b>Total</b>	<b>\$748.99</b>



Date: November 20, 2017

Quote Number: 8429 v2

**Terms & Conditions:**

Contract and payment terms are defined and agreed upon in accompanying Master Services Agreement and Statement of Services Addendum.



STORAGE AS A SERVICE

IP Pathways, LLC

This Statement of Services Schedule (“SOSS”) for Storage as a Service entered into on November 20, 2017 (the “Commencement Date”) by and between IP Pathways, LLC, an Iowa limited liability company with its principal place of business at 3600 109th Street, Urbandale, Iowa 50322 (hereinafter referred to as “IP Pathways”) and Jasper County, IA, with its principal place of business at 101 1st Street N., Newton, IA 50208 (hereinafter referred to as “Customer”).

This SOSS is governed by, incorporated into, and made a part of, the Master Service Agreement, dated as of November 20, 2017 (the “Effective Date”), as may be amended, (the “Agreement”). This SOSS defines the services that IP Pathways shall provide to Customer under the terms of the Agreement and this SOSS. The terms of this SOSS are limited to the scope of the SOSS and shall not be applicable to any other SOSSs which may be executed and attached to the Agreement between the parties. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement. To the extent there is a conflict between the terms of this SOSS and the Agreement, the terms of the Agreement shall control, unless otherwise expressly stated in the Agreement or this SOSS.

1. **SCOPE OF SERVICES.** The IP Pathways Managed Services (called “Services”), as selected from the Services and Features Schedule, as may be amended from time to time, between IP Pathways and Customer are as follows:

SKU	SERVICE
SAAS-T3-3Y	Storage as a Service (Tier 3) - 3-Year Term - 1TB Commitment @ No IOPS Guarantee (\$0.09 per additional GB)
SAAS-T3-3Y+	Storage as a Service (Tier 3) - 3-Year Term - Usage per additional GB
INET-ONTAP	Internet Integration Services for NetApp ONTAP
SAAS-T3-3Y-NRC	Non-Recurring Charge for: SAAS-T3-3Y
INET-ONTAP-NRC	Non-Recurring Charge for: INET-ONTAP
MRC-DISCOUNT	IP Pathways 10-Year Anniversary 10% Initial Term MRC Discount

IP Pathways will provide the Services, in consideration for the Services Fees described in this SOSS under Section 7. The Customer can request Services through IP Pathways on a one time or continual basis, such changes or modification to be made by submitting the Change Order Request Form, as provided [Appendix A](#). The Services include the following feature(s) (the “Feature(s)”), provided during the Term, by IP Pathways.

- A. **Term:** This SOSS shall be effective as of the Commencement Date and continue in full force and effect for three (3) years (“Initial Term”) unless earlier terminated. This SOSS shall automatically renew at the end of the Initial Term for successive three (3) year terms (the “Renewal Terms”), unless either party provides written notice ninety (90) days prior to the end of the Initial Term or any Renewal Terms (collectively referred to as the “Term”). The SOSS shall automatically renew subject to the same terms and conditions, expecting that IP Pathways shall have the right to appropriately escalate fees according to its then current fee structure.
- B. **Usage Monitoring.** IP Pathways will provide as a feature to the Services, event monitoring and response three hundred and sixty-five days a year. This will also include trouble ticketing and resolution.
- C. **Target Response Times.** IP Pathways will provide Services within the Target Initial Response Times based on certain system failures (the “Targeted Initial Response Time”). The Target Initial Response Time for each priority level is identified pursuant to Section 10 of this SOSS. Such Features may be modified, amended, altered or terminated in IP Pathways’ sole discretion, upon thirty (30) days written notice.
- D. **Data Protection.** IP Pathways is not liable for the permanent loss of any Customer data, nor does it guarantee the absolute protection of Customer’s data, as stated in the Agreement. Customer is solely responsible for its own data maintenance and protection, unless otherwise explicitly agreed to.

2. **DELIVERY OF SERVICES.** IP Pathways will complete all Services in accordance with the appropriate Targeted Initial Response Time as described above. Notwithstanding the preceding sentence, effective immediately upon IP Pathways’ determination that Customer’s usage has reached the “Unsupported” threshold as set forth in Section 10 of this SOSS, IP



Pathways shall be excused from satisfying the requirements for the applicable "Targeted Initial Response Time" until IP Pathways determines that Customer's usage no longer triggers the "Unsupported" threshold as set forth within Section 10.

3. **USE.** Customer has the right to use the Services solely for Customer's own purposes and use as described herein (the "Permitted Uses"). Customer shall not use or allow or permit the use of the Services for any use or purpose other than a Permitted Use. Customer is solely responsible for any and all acts and omissions that occur under Customer's account or password, or related to its equipment or any agent of Customer, that may result in harm or damage to IP Pathways, its property or any third-party property. Further Customer agrees not to engage in unacceptable uses related to the Service, which includes, without limitation, use of the Services to: (i) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (ii) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or organization; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfere, disrupt, or attempt to gain unauthorized access to other accounts on the Services or any other infrastructure network; (vii) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or (viii) engage in any other activity deemed by IP Pathways to be in conflict with the spirit or intent of this SOSS or the Agreement, collectively "**Prohibited Conduct.**"

4. **CHANGE MANAGEMENT PROCEDURES.** Notwithstanding anything to the contrary in this SOSS, no Services Fees or Term adjustment will be binding on the Parties unless expressly stated in a "Change Order" executed by both Parties. No Change Order will be issued to: (a) remediate deficient work performed under this SOSS; or (b) correct mutually agreed-on errors or omissions in this SOSS. It may become necessary to amend this SOSS for reasons including, but not limited to, the following: (i) a delay or interference with, or suspension or stoppage of, IP Pathways' obligations under this SOSS caused by the acts (including any instruction) or omissions of Customer or any Customer representative; (ii) Force Majeure Event; (iii) a change in Law, or any other excusable event(s) as mutually agreed to by the Parties. In the event either desires to change this SOSS, the following procedures shall apply: (i) the party requesting the change will deliver a "Change Order" to the other party, in substantially the form as identified on Appendix A; (ii) the Change Order will describe the nature of the change, the reason for the change and the effect the change will have on the Services. Upon execution of the Change Order, it will be incorporated into and made a part of this SOSS; and (iii) IP Pathways is under no obligation to proceed with the change request until such time as the Change Order is agreed upon in writing by both parties.

5. **AVAILABILITY.** The availability of the Services is dependent upon available space, power, personnel, hardware and available network connectivity. IP Pathways reserves the right to limit availability of the Services to new customers or expansion of existing Customers based on availability of space, power, personnel and hardware and/or network connectivity, should those elements be unavailable or unattainable at a reasonable cost to IP Pathways.

6. **CONTACT.** IP Pathways and Customer each shall designate a single point of contact to whom communications in regards to the Services may be addressed and who has the authority to act on all aspects of the Services, shall be available during standard business hours, and shall designate a backup contact for when the primary contact is not available.



**7. SERVICES FEES.** IP Pathways will invoice Customer at a pricing rate as provided in the Service Rate Schedule, as follows, the "Services Fees":

Promotional 10% discount applies to the initial 3-year term.

**Monthly Recurring Charges**

Storage		Qty	Price	Extended
<i>This is an estimate only. Actual charges will be based on monthly usage</i>				
SAAS-T3-3Y	Storage as a Service (Tier 3) - 3-Year Term - 1TB Commitment @ No IOPS Guarantee (\$0.09 per additional GB)	7	\$92.16	\$645.12
SAAS-T3-3Y+	Storage as a Service (Tier 3) - 3-Year Term - Usage per additional GB	1801	\$0.09	\$162.09
INET-ONTAP	Internet Integration Services for NetApp ONTAP	1	\$25.00	\$25.00
<b>Storage Subtotal</b>				<b>\$832.21</b>

MRC Discount		Qty	Price	Extended
MRC-DISCOUNT	IP Pathways 10-Year Anniversary 10% Initial Term MRC Discount	1	(\$83.22)	(\$83.22)
<b>MRC Discount Subtotal</b>				<b>(\$83.22)</b>

**Non-Recurring Charges**

Storage		Qty	Price	Extended
SAAS-T3-3Y-NRC	Non-Recurring Charge for: SAAS-T3-3Y	1	\$92.16	\$92.16
INET-ONTAP-NRC	Non-Recurring Charge for: INET-ONTAP	1	\$25.00	\$25.00
<b>Storage Subtotal</b>				<b>\$117.16</b>

**8. OUT OF SCOPE.** IP Pathways provides Services solely at the Customer's direction, and is only responsible to provide Services available for Customer's use for its projects. Deliverables are not within the scope of this SOSS, and IP Pathways will not be providing Customer with any Deliverables, and in the event there is development of Deliverables, the parties agree they will enter into a separate agreement under different terms and conditions.

**9. DEFAULT; REMEDIES UPON DEFAULT; TERMINATION.** The occurrence of any one or more of the following shall constitute an "Event of Default" by Customer under this SOSS: (1) Customer's breach of the Agreement; and/or (2) failure by Customer to perform any obligations or covenants set forth in this SOSS. In addition to all other rights and remedies granted to IP Pathways in the Agreement, and under applicable law, upon the occurrence of an Event of Default, IP Pathways shall immediately and automatically have the right to (a) terminate this SOSS and cease providing Services to Customer; (b) remove the any equipment, if so applicable; and (c) require payment upon early termination of this SOSS for all Services Fees and other costs, expenses and amounts to be incurred during the Term.

**10. SERVICE LEVEL AGREEMENT.** When the term "Service Level Agreement" or "SLA" is referred to in the Agreement or in this SOSS, IP Pathways is referring to the service level agreement set forth in this Section 10. IP Pathways will use commercially reasonable efforts to make the Services available at least 100% of the Term. For purposes of the SLA, the term "Service Outage" shall mean any Data Center, Power or Environment Downtime (each as defined below).

A. Provision of Services. IP Pathways will provide Customer with the Services in accordance with the terms and conditions contained herein. IP Pathways will provide Services by the service Commencement Date. If IP Pathways is unable to commence providing Services by the service Commencement Date the Customer will be credited on a pro-rated basis, for each day thereafter that Services were not provided, on the first month's invoice.

B. Service Support. IP Pathways technical consultants can be contacted by one of the following methods:

Method	Details
Telephone	877.363.3895 Option 2
Email	<a href="mailto:support@ippathways.com">support@ippathways.com</a>





The preferred method of communicating support issues is via email. Alternatively, issues can be reported verbally in the event of emergencies. Out of hours support is provided via email. Additional coverage can be provided on request and at an additional cost. In the event of Customer dissatisfaction with any aspect of the support service being provided by IP Pathways, the Customer may request IP Pathways' escalation policies and procedures.

- C. Scope of SLA. This SLA only applies to the Services to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of IP Pathways. IP Pathways' support is not responsible for end-user support of issues not directly related to the Services. This includes, but is not limited to, Customer operating systems, Customer Equipment, or Customer application support. IP Pathways shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is caused by a Force Majeure event, by the performance of routine maintenance, by a failure in any Equipment, or by any act or omission of Customer, or third-party acting on Customer's behalf. IP Pathways reserves the right to amend the SLA from time to time. IP Pathways shall give Customer not less than thirty (30) days' notice of any changes in the SLA and Customer will be notified by e-mail. Upon receipt of such notice, Customer shall have the right to terminate if Customer disagrees with such amendment, pursuant to the terms of the Agreement.
- D. Service Level Request Process and Limitations. Credits for a Service Outage under this SLA shall only be payable where:
- (a) Customer is not currently, nor was at the time the Service Outage occurred, in default of any of the terms and conditions of the Agreement and this SLA;
  - (b) Customer has submitted to IP Pathways a claim in writing via [accounting@ippathways.com](mailto:accounting@ippathways.com) identifying the circumstances in which Customer claims that the credit arose; and IP Pathways has agreed in writing, acting reasonably and without undue delay, to issue such credit in connection with such claim.
  - (c) All credits so payable shall be applied to Customer's account to be reconciled following IP Pathways' agreement to issue such credit in connection with such claim. In order to receive credits, Customer must submit a trouble ticket within forty-eight (48) hours of the Service Outage. All claims for credits must be submitted promptly and in any event within seven (7) days from the date of the Service Outage. Claims should be submitted to [accounting@ippathways.com](mailto:accounting@ippathways.com) and marked in the subject line with "claim for services credit." Customer's failure to notify IP Pathways within the period stated above shall result in Customer's waiver of its right to receive any such credit.
  - (d) The maximum monthly credit available under this SLA is limited to an amount not greater than thirty percent (30%). Credits provided here under shall be Customer's sole and exclusive remedy for any Service Outage. For purposes of calculating the SLA credits, the monthly Services Fees shall mean the monthly recurring charge for such Service, but excluding, in all cases (i) any monthly recurring fees for Service Features; (ii) all one-time charges; (iii) taxes or other fees charged by IP Pathways.
- E. Downtime Exclusions. Downtime does not include unavailability caused by one or more of the following:
- (a) Scheduled Downtime, including scheduled maintenance, a suspension, or a termination of the Services;
  - (b) Failure of servers or services outside of a infrastructure network or data center on which the Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by our infrastructure or network providers;
  - (c) Force Majeure event and any other circumstances or events not in our direct control;
  - (d) Attack on our infrastructure, including a denial of service attack or unauthorized access (i.e., hacking);
  - (e) Unavailability not reported by you in accordance with the reporting within seven (7) of the days of the date on which the Service Outage occurred;
  - (f) Use of a separate IP Pathways service that is not subject to this SLA;
  - (g) Unavailability that results from the failure of individual servers and that is not attributable to an event causing unavailability to all Customers using the Services; or
  - (h) Unavailability that is caused by your breach of this SOSS or the Agreement.
- F. Service Levels.



- (a) IP Pathways guarantees an overall Service Availability of 100%. IP Pathways may carry out periodic maintenance or upgrade work ("**Scheduled Downtime**"), as also provided for in the Agreement and the SOSS. Except in the case of an emergency, IP Pathways will provide Customer with two (2) days' notice of Scheduled Downtime. If IP Pathways fails to provide the appropriate notice, at Customer's request, Customer will be entitled to a credit to Customer's account in the amount of the pro-rated fee for the provision of one day of Services. This credit will only apply to monthly recurring fees. IP Pathways will endeavour to accommodate Customer's requirements in terms of outage times; however, depending on the circumstances this may not always be possible. Outage times will be quoted in Central Time to prevent mistakes being made over the various time zones. "Availability" means all the time in any calendar month the Service is available to access, not to include Scheduled Downtime.
- (b) IP Pathways guarantees an overall Availability of 100%. If Customer requests a credit for Downtime, and such request is validated by IP Pathways, IP Pathways shall credit Customer in accordance with the provisions hereunder: if in one calendar month a Customer experiences Downtime that is not the result of faulty equipment within the Customer's Space or any form of negligence on the Customer's part, at Customer's request Customer will receive a credit towards the invoice which Customer receives two months following the month in which Downtime was reported. For the purpose of determining the amount of any credit, Downtime will be deemed to commence when the outage is reported on IP Pathways' monitoring systems.

SLA Infrastructure/Power/IP Network Availability	Credit Remedy
< 100% - ≥ 99.50	5% credit
< 99.50 - ≥ 99.00	10% credit
< 99.00 - ≥ 98.50	15% credit
< 98.50	30% credit

- G. Scope of SLA. This SLA only applies to the Services to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of IP Pathways. IP Pathways' support is not responsible for end-user support of issues not directly related to the Services. This includes, but is not limited to, Customer operating systems, Customer equipment, or Customer application support. IP Pathways shall not be liable to pay compensation under this SLA for its failure to meet any of Targeted Initial Response Times. IP Pathways reserves the right to amend the SLA from time to time. IP Pathways shall give Customer not less than thirty (30) days' notice of any changes in the SLA and Customer will be notified by e-mail. Upon receipt of such notice, Customer shall have the right to terminate if Customer disagrees with such amendment, pursuant to the terms of the Agreement.
- H. Service Level Targeted Initial Response Times. IP Pathways guarantees an overall response time for certain system failures according to the following schedule.

SERVICE	DESCRIPTION	TARGETED INITIAL RESPONSE TIME
Storage as a Service	Data infrastructures services	4 hours

**11. MISCELLANEOUS.**

- A. Assignment. Customer may not assign this SOSS, or allow any other person or entity to use the Services for any reason, without first obtaining the prior written consent of IP Pathways.
- B. Intellectual Property. There is no assignment or license of any intellectual property rights under this SOSS or any subsequent SOSS; each party shall retain ownership to its own works.



**Customer:** Jasper County, IA

**By:** Celia Robertson, IT Director

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** 101 1<sup>st</sup> Street N., Newton, IA 50208

**e.** c.robertson@co.jasper.ia.us

**p.** 641.792.0796

\_\_\_\_\_  
**Joe Brock, Board Chairman**

**Attest:** \_\_\_\_\_  
**Dennis Parrott, Auditor**

**IP Pathways, LLC**

**By:** Carmen Mayer, Sales Operations Manager

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**e.** CMayer@ippathways.com

**p.** 515.422.9330





## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") made Monday, November 20, 2017 (the "Effective Date") by and between IP Pathways, LLC, an Iowa limited liability company with its principal place of business at 3600 109<sup>th</sup> Street, Urbandale, Iowa 50322 (hereinafter referred to as "IP Pathways") and Jasper County, IA, with its principal place of business at 101 1<sup>st</sup> Street N., Newton, IA 50208 (hereinafter referred to as "Customer"). IP Pathways and Customer are also collectively referred to as Party or Parties.

In consideration of the mutual agreements and promises contained herein, the Parties agree as follows:

- A. **STATEMENT OF SERVICES.** IP Pathways provides services in the data center and managed services industry, providing high density cloud computing environments, interconnected advanced networks, and other such services as may be provided as identified in the IP Pathways **Statement of Services Schedule ("SOSS")**. During the term of this Agreement IP Pathways will provide to Customer the services set out in the SOSS, pursuant to the terms and conditions of this Agreement, and in accordance with the IP Pathways' then applicable policies and specifications (the "**Services**"). Each SOSS will state the commencement date by which the Services will be first provided (the "**Commencement Date**"), and the term shall continue for a period as consistent with Section C of this Agreement. Each SOSS will list the location(s) at which the Services will be performed, as applicable. Each SOSS will be considered a separate agreement which incorporates the terms and conditions of this Agreement and each SOSS, and any amendment to this Agreement or a SOSS must state that it is entered into pursuant to, and incorporates the terms and conditions of, this Agreement. Any reference to "Agreement" herein, shall be a reference to each separate SOSS, and the incorporated terms and conditions of this Master Service Agreement.
- B. **CONFLICT OF TERMS.** In the event the terms of any SOSS conflict with the terms of this Agreement, the terms of this Agreement shall control (regardless of any conflicting terms in any SOSS purporting to do otherwise) except with respect to (i) the description of the Services provided in any SOSS, (ii) the permitted use described in any SOSS, as applicable, (iii) the amount of any fees due under such SOSS, and (iv) any term expressly permitted by this Agreement to be determined in a SOSS. Any capitalized terms not otherwise herein defined, shall have the meaning as provided in the SOSS.
- C. **TERM.** The Services shall commence on the Commencement Date as identified in each SOSS and, unless earlier terminated in accordance with Section D, continue for a term of one (1) year (the "Initial Term"). This Agreement shall automatically renew at the end of the Initial Term for successive one (1) year terms (the "Renewal Terms"), unless either party provides written notice ninety (90) days prior to the end of the Initial Term or any Renewal Terms (collectively referred to as the "Term"). The Agreement shall automatically renew subject to the same terms and conditions, excepting that IP Pathways shall have the right to appropriately escalate fees according to its then current fee structure.
- D. **TERMINATION.** The Agreement may be terminated in any of the following ways: (i) Either party may terminate the Agreement in the event: (1) of the insolvency of the other party or the institution of any proceedings in bankruptcy or under any other insolvency law, or an arrangement with creditors, or a corporate reorganization, receivership or dissolution of the other party; or (2) on 30 days written notice to the other party ("Termination Notice") if the other party materially breaches an obligation, or any representations or warranties; (ii) IP Pathways may terminate the Agreement on written notice to Customer in the event: (1) that Customer is in default of its payment obligations hereunder on two or more occasions in any six month period; and/or (2) that Customer is in breach of another Agreement with IP Pathways. IP Pathways may also terminate this Agreement for convenience upon sixty (60) days' prior written notice to Customer. As stated above, each SOSS is considered to be a separate Agreement, and as such the termination of one SOSS shall not necessarily effectuate a termination of all Agreements with the Customer.
- E. **FEES, BILLING, AND TAXES.** Customer will pay IP Pathways such fees as provided in the SOSS and all taxes, fees or assessments imposed on or required to be collected by IP Pathways by any governmental agency related to any of the activities contemplated hereunder. Charges for Setup Fees and Build Out fees as may be indicated in the SOSS, shall be



due and payable on the Commencement Date. Other fees shall be paid in advance and invoiced by IP Pathways monthly. Payments are due within thirty (30) days of the invoice date. Late payments accrue interest at the rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is higher. If Customer, in good faith, disputes an invoice, Customer must timely pay undisputed amounts and simultaneously provide IP Pathways written details of the dispute. The parties will work diligently to resolve billing disputes. All amounts owed to IP Pathways shall be paid promptly following resolution, together with late-payment interest fees. On each anniversary date of the Commencement Date, the fees will increase by an amount no greater than 4% of the Fee that was due during the preceding year of this Agreement. The fees will be applied to Customer's monthly invoice. IP Pathways also reserves the right to pass through to Customer any increase in fees and charges by third parties due hereunder upon notice to Customer of any increases in tariffs, fees, or other amounts charged to IP Pathways in connection with the delivery of services provided under this Agreement as of the date such increases are effective.

- F. **DATA PROTECTION.** IP Pathways will undertake the Services with due regard for Data Protection Laws. As may be applicable from time to time, IP Pathways shall use its best efforts to conform to standard legal and regulatory requirements imposed on its Customers regarding the protection of confidential, proprietary and/or protected information, including but not limited to, entering into such Business Associate Agreements as may be requested by a Customer. IP Pathways shall give Customer notice of its privacy and data protection practices prior to collecting personal information, IP Pathways will provide consumers with options as to whether personal information is collected by using "opt-in" or "opt-out" procedures, and IP Pathways will take steps to ensure accurate data collection and secure data retention, as well as create mechanisms to ensure compliance with these practices.
- G. **SERVICE LEVEL AGREEMENTS.** IP Pathways will be the sole party to determine whether IP Pathways has not met any of the applicable terms of a Service Level Agreement (the "SLA"), as attached to this Agreement, based upon the agreed to Services. IP Pathways reserves the right to change or discontinue any or all of the SLAs at any time without notice to the Customer. The SLAs define availability, performance and other requirements of the Service provisioning and delivery. Remedies for IP Pathways not meeting the requirements are also defined within the SLA. Customer must at all times cooperate with IP Pathways in testing, determining and verifying that a qualifying Services outage has occurred.
- H. **CONNECTIVITY SERVICES RIGHT TO MODIFY AND SERVICE UPGRADES.** IP Pathways reserves the right to modify its network and facilities used to provide the Services so long as the modifications do not materially reduce the Services as provided in an applicable SLA. IP Pathways reserves the right to replace Customer's SLA with an equivalent or upgraded terms of the SLA at any time during the Term. IP Pathways shall use reasonable efforts to notify Customer of any planned changes to IP Pathways' network or facilities that may adversely affect the Services provided hereunder.
- I. **CUSTOMER OBLIGATIONS.**
- i. Customer will maintain facilities and procedures external to the Services for reconstruction of lost or altered files, data or programs. Customer understands that IP Pathways will make commercially reasonable efforts to provision Services. However, Customer understands that if additional Services are ordered, the ability of IP Pathways to provision that service augmentation is dependent upon available capacity of IP Pathways' business and staffing. IP Pathways reserves the right to refuse provisioning of service elements that are not in accordance with accepted practices. Customer will not hold IP Pathways liable for any resulting damage or loss due to inability to provide such additional Services described herein.
  - ii. It shall be Customer's responsibility to ensure that all devices owned by Customer, and as may be used in conjunction with the Services, are able to connect to IP Pathways' equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, workstations, servers and operating systems.
- J. **REPRESENTATIONS AND WARRANTIES.**
- i. Customer Warranties. Customer represents and warrants to IP Pathways, as applicable depending on the agreed to Services: (a) that it owns or has the legal right and authority, and will continue to own or maintain



the legal right and authority during the Term, to place and use any Customer equipment; (b) that Customer's services, products, materials and any Customer equipment (collectively, "Customer's Business") do not and will not operate in any manner that would violate any applicable law or regulation, and comply with all requirements provided for in the Agreement, (c) that Customer will not make unauthorized use of any trade secrets or confidential or proprietary information of IP Pathways or a third party, (d) that it will comply at all times with all applicable laws, regulations and ordinances relating to Customer's use of the Services.

- ii. IP Pathways Warranties. IP Pathways represents and warrants that: (a) it will perform all Services in a professional manner, using qualified personnel, and in accordance with the terms of this Agreement, the applicable SOSS and all applicable industry standards; (b) that in performing the Services, IP Pathways will not make unauthorized use of any trade secrets or confidential or proprietary information of a third party; (c) that IP Pathways shall have all right, title, ownership, marketing and other rights required to furnish all Services under this Agreement; and (d) it will comply with all applicable laws, rules, and regulations regarding the provision of the Services.
- iii. DISCLAIMERS BY IP PATHWAYS. THE SERVICES, IP PATHWAYS' SPACE, AND/OR THE IP PATHWAYS-PROVIDED EQUIPMENT, ARE PROVIDED "AS IS" AND IP PATHWAYS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IP PATHWAYS DOES NOT WARRANT THAT THE SERVICES, IP PATHWAYS' SPACE, AND/OR THE IP PATHWAYS-PROVIDED EQUIPMENT WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR IN A COMPLETELY SECURE BASIS. IT IS INTENDED THAT THE FEES AND CHARGES PAYABLE BY CUSTOMER HEREUNDER SHALL BE A NET RETURN TO IP PATHWAYS, FREE OF EXPENSE, CHARGE, OFFSET, DIMINUTION OR OTHER DEDUCTION WHATSOEVER (EXCEPTING FEDERAL AND STATE INCOME TAXES OF GENERAL APPLICATION AND THOSE EXPENSES WHICH THIS AGREEMENT EXPRESSLY MAKES THE RESPONSIBILITY OF IP PATHWAYS). CUSTOMER HEREBY WAIVES ALL RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE TO MAKE REPAIRS TO IP PATHWAYS' SPACE AS PROVIDED PURSUANT TO THE SERVICES, AT IP PATHWAYS' EXPENSE.

**K. LIMITATION OF LIABILITY.**

- i. IP Pathways Liability. Customer agrees, to the extent not prohibited by law, that IP Pathways shall not be liable for any claim involving, concerning or related to the loss or destruction of Customer data or any portion thereof or for any damage either to person or property sustained by Customer or by other persons due to the Services and/or IP Pathways' Space or any part thereof becoming out of repair or due to the happening of any accident or event in or about the IP Pathways' Space or due to the act or neglect of any occupant of the IP Pathways' Space or of any other person, including, but not limited to damage caused by gas, electricity, power outage, snow, frost, steam, sewage, sewer gas or odors, fire, water or the bursting or leaking of pipes, faucets, sprinklers and plumbing fixtures (collectively, "excluded liability"), unless such excluded liability arose as the result of IP Pathways' intentional misconduct or gross negligence.
- ii. Limitation. IN NO EVENT WILL IP PATHWAYS BE LIABLE TO CUSTOMER, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CUSTOMER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING IN RELATION TO IP PATHWAYS' SPACE, THE EQUIPMENT, THE SERVICES, CUSTOMER'S BUSINESS OR OTHERWISE, WHICH CLAIMS INVOLVE INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IP PATHWAYS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO IP PATHWAYS PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

- L. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless IP Pathways from and against any and all claims, demands, actions, damages, liability, judgments, expenses and costs (including but not limited to reasonable attorneys' fees) arising from (i) Customer's use of IP Pathways' Space, the Customer Equipment, the IP Pathways-Provided Equipment or the Services, (ii) Customer's Business, (iii) claims relating to such violations of IP Pathways' Rules



and Policies as may be amended from time to time, including but not limited to, (a) infringement or misappropriation of intellectual property rights, defamation, libel, slander, obscenity, pornography, or violation of rights of privacy or publicity, or (b) spamming, or any other offensive, harassing or illegal conduct, (iv) any breach by Customer of any warrant or obligation hereunder, (v) any injury to or death of any person or damage to any property occurring upon the IP Pathways' Space and/or the building or the land of which the IP Pathways' Space are a part, arising out of (or in connection with), or claimed to arise out of (or in connection with) Customer's use of the IP Pathways' Space, the Customer Equipment, the IP Pathways-Provided Equipment or the Services, or (vi) any action or inaction on the part of Customer that causes IP Pathways to be in breach of any agreement with the IP Pathways lessor, or (vii) the violation of any law or regulation by Customer.

- M. **CONFIDENTIALITY.** Each party acknowledges that, in the course of the performance of this Agreement, it may have access to information claimed to be confidential by the other party ("Confidential Information"). IP Pathways may disclose or permit disclosure of any Confidential Information of the Customer to its employees, agents, legal counsel, accountants, or any of its affiliates and authorized representatives for the purposes of providing Services pursuant to this Agreement. Confidential Information does not include information which (a) is now, or hereafter becomes, publicly available through lawful means; (b) was already in Receiving Party's possession, as evidenced by Receiving Party's records; (c) is rightfully disclosed to the Receiving Party by a third party; and (d) is independently developed by the Receiving Party without any breach of this Agreement. Except as otherwise provided, each party agrees to maintain the confidentiality of the Confidential Information and use it only to the extent necessitated by this Agreement. The Parties shall not disclose or permit disclosure of any Confidential Information of the other party to third parties, including, but not limited to, the public, except as required by law. Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of a similar nature, which shall be no less than reasonable care. Upon request of either party or on termination or expiration of this Agreement, each party shall return the other's Confidential Information then in its possession. As may be necessary for safety and regulations, IP Pathways may disclose to its lessor Confidential Information related to Customer's use of the IP Pathways' Space, provided IP Pathways' lessor agrees to protect the Confidential Information on terms consistent with the terms of this Section. Customer further agrees and acknowledges that IP Pathways may disclose Customer account data in accordance with IP Pathways' Data Protection Policy, as amended from time to time by IP Pathways. The terms contained in this Section shall survive termination of this Agreement.
- N. **NON-SOLICITATION.** Customer shall not at any time during the term of this Agreement, or during the one (1) year period following the last Services provided by IP Pathways pursuant to this Agreement (the "Restricted Period"), directly or indirectly, by, through, for or on behalf of Customer, or by, through, for or on behalf of others: (i) solicit for employment, retain or employ any past or present employee of IP Pathways, or (ii) request, induce, counsel or advise any employee of IP Pathways to leave the employ, of or cease affiliation with, IP Pathways. Customer acknowledges and agrees that IP Pathways has committed and will continue to commit substantial time, personnel and resources to the fulfillment of IP Pathways' obligations under this Agreement. Customer further acknowledges and agrees that any breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in this Section N would produce irreparable harm and injury to IP Pathways, and it would be difficult, if not impossible, to compute IP Pathways' actual damages resulting therefrom.
- O. **IP ADDRESS OWNERSHIP.** IP Pathways shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by IP Pathways and IP Pathways reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- P. **INTELLECTUAL PROPERTY.** Customer acknowledges that, but for third party software that is provided with the Services and such third-party licensors provide rights to the Customer, all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of IP Pathways (collectively, "IP Pathways Intellectual Property") is vested in IP Pathways and/or in IP Pathways' licensors. Unless otherwise specifically provided in this Agreement, Customer may not copy, modify or translate, or decompile, disassemble or reverse engineer, or use other than in connection with the Services and as permitted by this Agreement, or grant any other person or entity the right to, or distribute, the IP Pathways Intellectual Property or related



documentation.

- Q. **INSURANCE.** Customer shall maintain in force, at its expense, with a reputable insurance company during the Term of this Agreement, appropriate insurance policies to cover potential losses or liability under this Agreement, including but not limited to coverage for all Customer Equipment, Commercial General Liability Insurance, and Public Liability Insurance.
- R. **INJUNCTIVE RELIEF; CUMULATIVE REMEDIES.** Customer acknowledges and agrees that any breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in Sections M, N and P of this Agreement would produce irreparable harm and injury to IP Pathways, and it would be difficult, if not impossible, to compute IP Pathway's actual damages resulting therefrom. Customer further acknowledges and agrees that no adequate remedy exists at law for the breach, attempted breach or repudiation by Customer of the restrictive covenants set forth in Sections M, N and P of this Agreement. Customer therefore consents to the equity jurisdiction of the courts of the State of Iowa and acknowledges and agrees that an injunction is an appropriate and necessary remedy to prevent the breach, attempted breach or repudiation of such covenants. Customer expressly waives and agrees to be estopped from asserting that any hardship, inconvenience or inequity will be suffered by Customer by submission to the equitable jurisdiction of the courts of the State of Iowa or by the issuance of such injunctive relief. The provisions set forth in this Section and the remedial provisions set forth elsewhere in this Agreement, are cumulative and shall not prevent or prohibit any party hereto from exercising any other rights or remedies available under this Agreement, at law or in equity.
- S. **NON-ASSIGNABILITY, DELEGATION.** The rights and duties of Customer and IP Pathways cannot be assigned by either party, without the advance written consent of the other party, which consent shall not be unreasonably withheld. However, in its sole discretion, IP Pathways may delegate all, or any portion thereof, of the Services to a third party.
- T. **AMENDMENT.** This Agreement may not be amended, altered or modified except by written agreement between the parties.
- U. **GOVERNING LAW.** This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by the substantive laws of the state of Iowa, without reference to conflict of law principles. Unless this Agreement expressly states that a remedy is exclusive, no remedy is intended to be exclusive.
- V. **FORCE MAJEURE.** Neither party shall be liable to the extent and for the duration of the delay for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, acts of terrorists, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the party.
- W. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.
- X. **SEVERABILITY.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- Y. **WAIVER.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.
- Z. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties, including but not limited to customers and clients of any Customer.
- AA. **RELATIONSHIP OF THE PARTIES.** The parties intend that an independent contractor relationship be created by this Agreement. Subject to the confidentiality provisions contained in this Agreement, IP Pathways shall be free to contract





for similar services to be performed for other customers while under contract with Customer. IP Pathways and its agents and employees are not to be considered an agent or employee of Customer for any purpose.  
BB. **SURVIVAL.** The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**Customer:** Jasper County, IA

**By:** Celia Robertson, IT Director

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** 101 1<sup>st</sup> Street N., Newton, IA 50208

e. crobertson@co.jasper.ia.us

p. 641.792.0796

\_\_\_\_\_  
**Joe Brock, Board Chairman**

**Attest:** \_\_\_\_\_  
**Dennis Parrott, Auditor**

**IP Pathways, LLC**

**By:** Carmen Mayer, Sales Operations Manager

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

e. CMayer@ippathways.com

p. 515.422.9330

Resolution \_\_\_\_\_

STATE OF IOWA }  
Jasper County }

**TRANSFER ORDER**

\$2,337.99

Newton, Iowa, December 1, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Two thousand three hundred thirty seven and 99/100\*\*\*dollars

From: Various Funds  
(See Below)

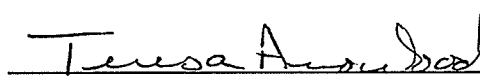
To: Various Funds  
(See Below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

By Order of Board of Supervisors.



Auditor/Designee

Supervisor

NO. 1386

Attest

From Fund	To Fund	Amount	
2040- (2005) Road CIP Debt	2013- (2012C Debt)	\$	2,295.21
0816 - Colfax TIF	2013- (2012C Debt)	\$	0.06
0818 - Galesburg TIF	2013- (2012C Debt)	\$	0.14
0819 - Gun Club Road TIF	2013- (2012C Debt)	\$	0.30
0820 - Ira TIF	2013- (2012C Debt)	\$	0.18
0821 - Killduff TIF	2013- (2012C Debt)	\$	0.18
0823 - Newburg TIF	2013- (2012C Debt)	\$	0.02
0824 - Rock Creek Homesites TIF	2013- (2012C Debt)	\$	0.14
0826 - Wood's Estates TIF	2013- (2012C Debt)	\$	0.10
2006- (2005) Law Enforcement Center Debt	2013- (2012C Debt)	\$	34.57
2001- (2006) Law Enforcement Center Debt	2013- (2012C Debt)	\$	0.32
		\$	<u>2,331.22</u>
	*****		
2020- (2001) Colfax Interchange Debt Service	2012- (2012B Debt)	\$	0.04
2010- (1999) SE Interchange Debt Service	2012- (2012B Debt)	\$	6.73
		\$	<u>6.77</u>

This transfer will is to move remaining TIF money from old TIF funds to active TIF funds. The old fund numbers will be closed.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$105,646.13

Newton, Iowa, December 1, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer One hundred five thousand six hundred forty six and 13/100\*\*\*dollars

From: Various Funds  
(See list below)

To: 2080 - (2007) TPI/Opus Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

**By Order of Board of Supervisors.**

*Teresa Amundson*

Auditor/Designee

Supervisor

Attest

**NO. 1387**

2015 - (2007) TPI Refunded  
0802 - Amended JC 28E Subfund

2080 - (2007) TPI/Opus Debt  
2080 - (2007) TPI/Opus Debt

\$	4,462.85
\$	101,183.28
\$	<u>105,646.13</u>

This transfer will cover the payment that will be made December 1, 2017 for debt payment on the following bond:  
\$4,825,000 bonds dated 11-1-2001 for the TPI/Opus Economic Development Grant.



Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

**TRANSFER ORDER**

\$13,359.64

Newton, Iowa, December 1, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Thirteen thousand three hundred fifty nine and 64/100\*\*\*dollars

From: 0810 - Colfax  
Interchange TIF

To: 2011 - (2012A) Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

**By Order of Board of Supervisors.**

*Teresa Anderson*

Auditor/Designee

Supervisor

**NO. 1388**

Attest

This transfer will cover the payment that will be made December 1, 2017 for debt payment on the following bond:  
refunding of GO Bonds 2012A, \$3,235,000, refunding of: 2001, 2006 & 2012 \$1,450,000 Debt.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$4,887.68

Newton, Iowa, December 1, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

Transfer Four thousand eight hundred eighty seven and 68/100\*\*\*dollars

From: 0802-Amended 28E  
Subfund TIF

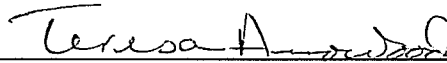
To: 2012- (2012B) Debt

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Debt Payment

**By Order of Board of Supervisors.**



Auditor/Designee

Supervisor

NO. 1389

Attest

This transfer will cover the payment that will be made December 1, 2017 for debt payment on the following bond:  
refunding of GO Bonds 2012B, \$870,000, refunding of: Alpha Products, Federal Avenue & Colfax Hotel 2 Debt.

Resolution \_\_\_\_\_

STATE OF IOWA  
Jasper County

}

**TRANSFER ORDER**

\$840,000.00

Newton, Iowa, December 1, 2017

Doug Bishop, Treasurer, Jasper County, Iowa

**Transfer** Eight hundred forty dollars and 00/100\*\*\*dollars

From: 0001- General Fund

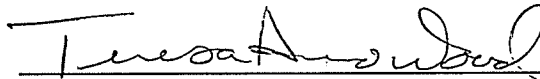
To: Various Funds  
(See list below)

xxxx-99-0051-000-81400

xxxx-4-99-0051-904000

Account of: Board Action

**By Order of Board of Supervisors.**



Auditor/Designee

Supervisor

**NO. 1390**

Attest

From Fund	To Fund	Amount	
0001 - General Fund	1500- Courthouse Capital Projects Fund	\$	325,000.00
0001 - General Fund	1502- County Capital Projects Fund	\$	500,000.00
0001 - General Fund	1510- Koppin Bldg Capital Projects Fund	\$	15,000.00
		\$	840,000.00

This transfer is per the approved 2017-18 budget capital projects.

Tuesday, November 21, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Jon Burmeister from Public Financial Management presented to the County a check in the amount of \$2,140.78. The check represents the rebate that the County received for using the PFM Purchasing Card Program. Burmeister also spoke to the Board about expanding the use of the card for larger rebate benefits.

The Supervisors briefly discussed the future of the Annex Building. Cupples stated that he had found temporary housing for public health while the basement is being worked on. Brock stated that he doesn't support moving back into the basement.

After listening to Tom Smalley talk about not receiving a tax suspension Joe Brock offered to go with him to the DHS and re-apply for benefits.

Motion by Cupples and seconded by Carpenter to approve liquor permits for Westwood Municipal Golf Course and Fore Seasons Golf Practice Facility.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors minutes for 11/14/2017.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Cupples and seconded by Carpenter to go into closed session in accordance with Iowa Code Section 21.5c.

YEA: CARPENTER, CUPPLES, BROCK

The Board entered back into open session.

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, November 21, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, BROCK, CARPENTER

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Dennis K. Parrott, Auditor

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Joe Brock, Chairman