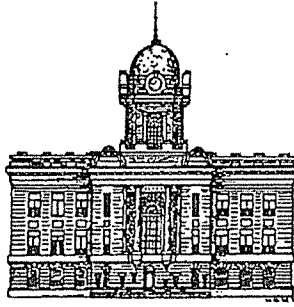


# Jasper County, Iowa

**Denny Carpenter**

**Doug Cupples**

**Brandon Talsma**



**Board of Supervisors**

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

## JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

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

July 23rd 2019

9:30 a.m.

### Pledge of Allegiance

- Item 1      **Human Resources – Dennis Simon**
  - a) Employee Hiring Resolution – Recorder's Office
  - b) Employee Hiring Resolution – Sheriff's Office
  
- Item 2      **Sheriff – John Halferty**
  - a) Approval of 4<sup>th</sup> Quarter Report
  
- Item 3      **Buildings & Grounds – Adam Sparks**
  - a) Quotes for Web Upgrade for HVAC at the Jail
  
- Item 4      **Information Systems – Ryan Eaton**
  - a) Server and Data Backup
  - b) Video Backup
  - c) Video Storage
  - d) Hardware and Support
  - e) Refresh Scope of Work
  
- Item 5      **Engineer – Russ Stutt**
  - a) Monthly Report
  
- Item 6      **Recorder – Denise Allan**
  - a) Cott Systems Contract Renewal
  
- Item 7      **Julia Prendergast**
  - a) Petition to Add More Public Parking to Downtown Newton

**Item 8            Set Public Hearing Date for ATV/UTV Ordinances**

**Item 9            Approval of Board of Supervisors minutes for 7/16/2019**

**Closed Session in accordance with Iowa Code 21.5(C) "To discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent..."**

**Closed Session in accordance with Iowa Code 21.5(J) "To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.**

#### **PUBLIC INPUT & COMMENTS**

**There will be no Board of Supervisors Meeting on 7/30/2019. The next Scheduled Board Meeting will be 8/06/2019 at 9:30am.**



Resolution 19-

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

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

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff Office	Part-Time Transport Officer	Katlynn Bowers	\$13.28	Hire-In Range 29 Non- Bargaining Non-Progressive Scale	7/23/19

Resolution adopted this 23<sup>rd</sup> day of July, 2019

\_\_\_\_\_  
Denny Carpenter, Chairman

Attest:

\_\_\_\_\_  
Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES  
BOOK 21                      7/23/19                      PAGE



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

June 23, 2019

June 30, 2019  
 APR-MAY-JUN

**FY: 2018-2019**  
**QTR: 4th**

**RECEIPTS:**

Fees	\$ 57,703.94
Mileage	\$ 18,918.35
Miscellaneous to Treasurer	\$ 131,452.86

Board/Care Prisoners	\$ 96,130.00
Work Release & Prisoner Reimb	\$ 14,866.73
C/W Permits County	\$ 5,660.00
Purchase Permits	\$ 480.00
DARE Trust Fund	\$ 365.00
DARE Reimbursement	\$ -
Miscellaneous	\$ 1,546.51
Sex Offender Registry	\$ 300.00
Prisoner's Phone	\$ 6,515.52
K-9	\$ -
In House Detention	\$ 400.00

Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ -
Concessions/Comm	\$ -

Overpayment-\$5 or less	\$ 9.94
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 5,179.16
Motor Vehicle Inspection Fee	\$ -

Miscellaneous Trusts	\$ 194,982.54
C/W Permits to State IDPS	\$ 1,415.00
Condemnations	\$ -
Sheriff's Sale	\$ 318,381.54
<b>APPLIED RECEIPTS for the Qtr TOTAL</b>	<b>\$ 722,854.23</b>
Voided Checks outside Date Parameter-Redeposited	\$ 371.18
<b>(DEPOSITS FOR THE QTR)</b>	<b>\$ 723,225.41</b>

**DISBURSEMENTS:**

County Treasurer Receipts	\$ 208,075.15
Clerks of Court	\$ 169,307.00
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 1,415.00
Miscellaneous Trusts	\$ 8,584.65
Sheriff's Sale	\$ 318,381.54
MT Disbursed	\$ 19,949.54

**\*\* DISBURSEMENTS for the QTR TOTAL \$ 725,712.88**

**Unclaimed fees to Treasurer \$ 371.18**


**BALANCE ON HAND BEGINNING OF QUARTER \$ 8,064.29**

**Total Receipts \$ 722,854.23**  
**Total Disbursements \$ 725,712.88**

**BALANCE ON HAND END OF QUARTER \$ 5,576.82**

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

Dated this 28<sup>th</sup> day of June, 2019.

  
 JOHN R. HALFERTY, Sheriff  
 Jasper County, Iowa

prepared by Julie P. Dadds

2019 JUN 23 10:00 AM  
 JASPER COUNTY SHERIFF'S OFFICE  
 RECEIVED

JASPER COUNTY SHERIFF'S  
REPORT OF RECEIPTS AND DISBURSEMENTS  
For the FISCAL YEAR 2018-2019

July 1, 2018 through June 30, 2019 Year End TOTALS

**RECEIPTS:**

Fees	\$ 204,161.83
Mileage	\$ 66,025.88
Miscellaneous to Treasurer	\$ 654,488.05

Board/Care Prisoners	\$521,400.00
Work/Release & Prisoner Reimb	\$ 50,088.78
C/W Permits County	\$ 26,080.00
Purchase Permits	\$ 2,480.00
DARE Trust Fund	\$ 1,165.00
DARE Reimbursement	\$ -
Miscellaneous	\$ 3,417.38
Sex Offender Registry	\$ 1,200.00
Prisoner's Phone	\$ 24,481.72
K-9	\$ -
In House Detention	\$ 400.00

Drug Task Force Reimbursement	\$ -
Tobacco Compliance Check	\$ -
Forfeiture Money	\$ -
Concessions/Commissary	\$ -

Overpayment-\$5 or less	\$ 71.64
Donations - Reserve Deputy	\$ -
Inmate Medical Reimbursement	\$ 23,543.53
Motor Vehicle Inspection Fee	\$ 160.00

Miscellaneous Trusts	\$ 697,752.71
C/W Permits to State IDPS	\$ 6,520.00
Condemnations	\$ -
Sheriff's Sale	\$ 694,640.09
<b>APPLIED RECEIPTS for the FY TOTAL</b>	<b>\$ 2,323,588.56</b>
Voided Checks outside Date Parameter-Redeposited	\$ 371.18
<b>{DEPOSITS FOR THE FY}</b>	<b>\$ 2,323,959.74</b>

**DISBURSEMENTS:**

County Treasurer Receipts	\$ 924,675.76
Clerk of Courts	\$ 593,311.88
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 6,520.00
Miscellaneous Trusts	\$ 32,421.67
Sheriff's Sales	\$ 544,834.27
MT Disbursed	\$ 222,047.74

**DISBURSEMENTS TOTAL \$ 2,323,811.32**

Unclaimed fees to Treasurer	\$ 371.18
-----------------------------	-----------

Balance on Hand Beginning of Year	\$ 5,428.40
Total Receipts	\$ 2,323,588.56
Total Disbursements	\$ 2,323,811.32
Balance on Hand Ending of Year	\$ 5,576.82

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

Dated this 20<sup>th</sup> day of June, 2019.

  
\_\_\_\_\_  
JOHN R. HALFERTY, Sheriff  
Jasper County, Iowa

prepared by Julie P. Dadds



# BUILDING AUTOMATION SYSTEM PROPOSAL

## Jasper County Law Enforcement Center

Prepared Jasper County Law Enforcement Center  
For: Attn: **Adam Spark**  
Project Info: 2300 Law Center Drive  
Newton, IA 50208

Date: 10/25/2018

Prepared By: Caren Henry | Account Executive  
M: 515-630-9374  
[caren.henry@automatedlogic.com](mailto:caren.henry@automatedlogic.com)

**Terms:** This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated (October 2017)

### Project Description:

Automated Logic is pleased to provide the enclosed proposal for upgrades to an existing Automated Logic WebCTRL Building Automation System (BAS) for Jasper County Law Enforcement per the scope listed below based on asbuilt control drawings dated 07/01/2005. Automated Logic will provide all necessary engineering, software, hardware, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.

### Project Cost

Upgrade Existing Legacy controllers to new:  
BAS Controller Upgrades..... \$ 43,795.00

### Scope of Work

#### Main 2 Panels

- Network Router: (IP to control network router)
- Hot Water System Controllers
- Air Handling Unit 1
- Smoke EF and Damper
  - Upgrade Controllers to new in existing control panels
  - Update programming and graphics.
  - Re-use end devices, wiring, power, network, and enclosure.
  - Point to point equipment testing after upgrade

#### Upgrade Controllers on Unet Networks :

- Upgrade Existing BAS routers with new for each Unet.
- These networks include controller upgrades for:
  - o (31) VAVs
  - o (8) CUHs
  - o (4) PRVs

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[automatedlogic.com](http://automatedlogic.com)

## BUILDING AUTOMATION SYSTEM PROPOSAL

- o (3) ACUs
- o (3) EFs
- o (2) PFUHs
- o Misc: Sump, URV, and Dryer points
- Update programming and graphics.
- Re-use end devices, wiring, power, network, and enclosure.

### Front End Software, Workstation, & Network:

- Extend new work to the web-based Automated Logic WebCTRL Graphical User Interface (GUI) software. Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences. All Network wiring considered to be in good working condition and reused. If wiring repairs are necessary, additional scope will need to be discussed.

### Scope Clarifications & Exclusions

#### Clarifications:

- All existing BAS network wiring to be reused, and assumed in good working condition. If we find that new communication wiring needs to be installed, additional costs may apply.
- Following point to point testing ALC will provide the customer with a list of faulty devices we come across.
- Any valves, dampers, thermowells, flow meters, air flow monitors, and pressure taps explicitly included in the scope above will be provided to the mechanical contractor for installation.
- Any equipment that is currently stand alone will remain stand alone following upgrade.
- Provide a (1) year warranty for the ALC furnished material and BAS.
- This proposal is based on labor during normal business hours.
- ALC will provide pricing to the owner for a comprehensive Service Agreement upon fully engineering system.
- Based on the attached contract terms.

#### Exclusions:

- Any new wiring that needs to be done.
- Exclude any sensor replacement.
- Any computer equipment needed.
- Liability for existing controls and equipment to remain.
- Manufacturer-Provided Controls for Packaged Units described above.
- Furnish and installation of communication cards for third party equipment and/or devices
- Startup and commissioning of third party controls and/or equipment
- Variable Frequency Drives (VFD) or Variable Speed Drives (VSD).
- Power Wiring (120v)
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.

**BUILDING AUTOMATION SYSTEM PROPOSAL**

- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

*Caren L. Henry*

Caren L. Henry  
 Account Executive  
 Automated Logic Contracting Services  
 Mobile: 515-630-9374  
[caren.henry@automatedlogic.com](mailto:caren.henry@automatedlogic.com)  
[www.automatedlogic.com](http://www.automatedlogic.com)

**PROCEED AS INDICATED:**

AUTOMATED LOGIC

CUSTOMER:

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Customer Name

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

# BUILDING AUTOMATION SYSTEM PROPOSAL

## TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

October 2017

**1. PAYMENT AND TAXES** — Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

**2. SCOPE OF WORK/EXCLUSIONS** — Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

**3. EXTRAS** — Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

**4. EMERGENCY SERVICE WORK** — If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

**5. SHIPMENT/PARTIAL SHIPMENT/RETURNS** — All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**6. DELAYS** — Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

**7. WARRANTY** — Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** — All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

**9. CHANGE ORDERS/ADDITIONAL WORK** — Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES** — Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to

equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosure or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

**11. LIMITATION OF LIABILITY** — Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

**12. CUSTOMER TERMINATION FOR DEFAULT** — Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

**13. AUTOMATED LOGIC TERMINATION** — Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

**14. CLAIMS / ALC EMPLOYEES** — Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days thereafter, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

### 15. GOVERNMENT PROCUREMENTS

(a) **COMMERCIAL ITEMS** — The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** — Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS); Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

**16. HAZARDOUS MATERIALS** — If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

**17. OCCUPATIONAL SAFETY AND HEALTH** — Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** — This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

**19. CUSTOMER CONSENT** — Customer consents and agrees that

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automatedlogic.com

# BUILDING AUTOMATION SYSTEM PROPOSAL

Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

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**BUILDING AUTOMATION SYSTEM PROPOSAL**  
**Jasper County Law Enforcement Center**

Prepared Jasper County Law Enforcement Center  
 For: Attn: **Adam Spark**  
 Project Info: 2300 Law Center Drive  
 Newton, IA 50208

Date: 10/25/2018

Prepared By: Caren Henry | Account Executive  
 M: 515-630-9374  
[caren.henry@automatedlogic.com](mailto:caren.henry@automatedlogic.com)

**Terms:** This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated (October 2017)

**Project Description:**

Automated Logic is pleased to provide the enclosed proposal for upgrades to an existing Automated Logic WebCTRL Building Automation System (BAS) for Jasper County Law Enforcement per the scope listed below based on asbuilt control drawings dated 07/01/2005. Automated Logic will provide all necessary engineering, software, hardware, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.

**Project Cost**

Upgrade Existing Legacy controllers to new:  
 BAS Controller Upgrades..... \$ 43,795.00

**Scope of Work**

Main 2 Panels

- Network Router: (IP to control network router)
- Hot Water System Controllers
- Air Handling Unit 1
- Smoke EF and Damper
  - Upgrade Controllers to new in existing control panels
  - Update programming and graphics.
  - Re-use end devices, wiring, power, network, and enclosure.
  - Point to point equipment testing after upgrade

Upgrade Controllers on Unet Networks :

- Upgrade Existing BAS routers with new for each Unet.
- These networks include controller upgrades for:
  - (31) VAVs
  - (8) CUHs
  - (4) PRVs

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 to help you make smart decisions.



## BUILDING AUTOMATION SYSTEM PROPOSAL

- o (3) ACUs
- o (3) EFs
- o (2) PFUHS
- o Misc: Sump, URV, and Dryer points
- Update programming and graphics.
- Re-use end devices, wiring, power, network, and enclosure.

### Front End Software, Workstation, & Network:

- Extend new work to the web-based Automated Logic WebCTRL Graphical User Interface (GUI) software. Provide all programming, database configuration, and graphics for the GUI. Verify proper operation of system inputs, outputs, and sequences. All Network wiring considered to be in good working condition and reused. If wiring repairs are necessary, additional scope will need to be discussed.

## Scope Clarifications & Exclusions

### Clarifications:

- All existing BAS network wiring to be reused, and assumed in good working condition. If we find that new communication wiring needs to be installed, additional costs may apply.
- Following point to point testing ALC will provide the customer with a list of faulty devices we come across.
- Any valves, dampers, thermowells, flow meters, air flow monitors, and pressure taps explicitly included in the scope above will be provided to the mechanical contractor for installation.
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- Provide a (1) year warranty for the ALC furnished material and BAS.
- This proposal is based on labor during normal business hours.
- ALC will provide pricing to the owner for a comprehensive Service Agreement upon fully engineering system.
- Based on the attached contract terms.

### Exclusions:

- Any new wiring that needs to be done.
- Exclude any sensor replacement.
- Any computer equipment needed.
- Liability for existing controls and equipment to remain.
- Manufacturer-Provided Controls for Packaged Units described above.
- Furnish and installation of communication cards for third party equipment and/or devices
- Startup and commissioning of third party controls and/or equipment
- Variable Frequency Drives (VFD) or Variable Speed Drives (VSD).
- Power Wiring (120v)
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.

## BUILDING AUTOMATION SYSTEM PROPOSAL

- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

*Caren L. Henry*

Caren L. Henry  
Account Executive  
Automated Logic Contracting Services  
Mobile: 515-630-9374  
[caren.henry@automatedlogic.com](mailto:caren.henry@automatedlogic.com)  
[www.automatedlogic.com](http://www.automatedlogic.com)

PROCEED AS INDICATED:

AUTOMATED LOGIC

CUSTOMER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# BUILDING AUTOMATION SYSTEM PROPOSAL

## TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

October 2017

**1. PAYMENT AND TAXES** — Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

**2. SCOPE OF WORK/EXCLUSIONS** — Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

**3. EXTRAS** — Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

**4. EMERGENCY SERVICE WORK** — If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

**5. SHIPMENT/PARTIAL SHIPMENT/RETURNS** — All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**6. DELAYS** — Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

**7. WARRANTY** — Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** — All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

**9. CHANGE ORDERS/ADDITIONAL WORK** — Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

**10. CUSTOMER RESPONSIBILITIES** — Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to

equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

**11. LIMITATION OF LIABILITY** — Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

**12. CUSTOMER TERMINATION FOR DEFAULT** — Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

**13. AUTOMATED LOGIC TERMINATION** — Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

**14. CLAIMS / ALC EMPLOYEES** — 14. CLAIMS / ALC EMPLOYEES — Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days thereafter, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

**15. GOVERNMENT PROCUREMENTS** —

(a) **COMMERCIAL ITEMS** — The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** — Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

**16. HAZARDOUS MATERIALS** — If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

**17. OCCUPATIONAL SAFETY AND HEALTH** — Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** — This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

**19. CUSTOMER CONSENT** — Customer consents and agrees that

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2400 Ogden Ave, Suite 100, Lisle, IL 60532

P 630-852-1700 F 630-852-9330

automatedlogic.com

## BUILDING AUTOMATION SYSTEM PROPOSAL

Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

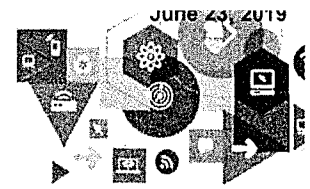
20. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

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automatedlogic.com

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Next level building automation engineered  
to help you make smart decisions.



STATEMENT OF SERVICES SCHEDULE

IP PATHWAYS LLC

This Statement of Services Schedule ("SOSS") entered into on July 12, 2019 (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 as "IP Pathways") and Jasper County, Iowa, with its principal place of business at 101 1<sup>st</sup> 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 Tuesday, November 28, 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. 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.

2. SCOPE OF SERVICES

The IP Pathways Services (called "Services"), as may be amended from time to time, between IP Pathways and Customer are described in this SOSS. 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.

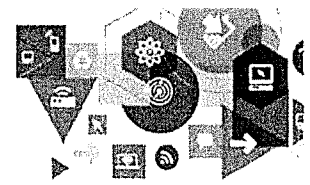
a. Storage as a Service

i. Features. Services includes access to IP Pathways tiered data storage services. The following features may also include:

1. Protocol Support. The service supports access using a variety of protocols. Example of possibly supported protocols includes SMB/CIFS, NFS, iSCSI, and FCP. Other usage may also be possible with approval from IP Pathways.
2. Usage Monitoring. Storage usage is measured in 1GB high-watermark usage increments on a monthly basis. The minimum usage charge is equal to the storage commitment level in TBs.
3. Storage Commitment and Overage. IP Pathways guarantees that it will have adequate storage available to meet the amount of storage committed to in this SOSS. The service may also provide additional storage above the commitment level on a best-effort basis. No guarantee is made that storage above the commitment level will be available.
4. Input/Output Operations per Second (IOPS). An IOPS guarantee may be included as detailed in this SOSS. The IOPS guarantee is only applicable to the amount of storage committed to – not to usage above the commitment. IOPS will also vary based on application type and workload characteristics outside of IP Pathways' control.
5. Internet Enablement. The internet enablement option allows access to the storage over the Internet. This may be over a site-to-site VPN tunnel and may enable services such as replication from a remote site.
6. Multitenancy. The IP Pathways tiered data storage services are purpose built for multitenancy and provides secure isolation between tenants. All tenants are logically isolated using VLANs, virtual routing and forwarding (VRF) instances and storage-level multitenancy isolation.

ii. Support. Services include phone and email support in regards to provisioning of and connecting to the storage. Unless otherwise specified, operating system, application, server, network and other support is not included.

iii. Data Migration. No data migration services are provided as part of this SOSS.



### 3. DELIVERY OF SERVICES

IP Pathways will complete all Services in accordance with the appropriate Targeted Initial Response Time as described in Section 10. 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.

### 4. 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 computer 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."

### 5. CHANGE MANAGEMENT PROCEDURES

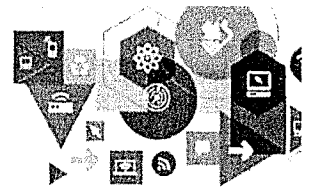
Notwithstanding anything to the contrary in this SOSS, no Services Fees or Term adjustment will be binding on the Parties unless expressly stated in a "Change Order" executed by both Parties. No Change Order will be issued to: (a) remediate deficient work performed under this SOSS; or (b) correct mutually 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.

### 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 shown below (the "Services Fees"). Charges are usage based, except for commitment based service items, and will be adjusted each billing period based on usage during the billing period. The charges below are an estimate based on IP Pathways' initial understanding of customer usage requirements.



Proposal Details

## Replicate FAS to IPP

*This is an estimate only. Actual charges will be based on monthly usage.*

### Tiered Storage

SKU	Description	Qty	Recurring	Ext. Recurring	Non-Recurring
SAAS-T3	Storage as a Service (Tier 3) - 1TB Commitment @ No IOPS Guarantee (\$0.09 per additional GB)	11	\$92.16	\$1,013.76	\$1,013.76
BW-ONTAP	Internet/Inter-DC Integration Services for NetApp ONTAP	1	\$25.00	\$25.00	\$25.00
Recurring Subtotal					<b>\$1,038.76</b>
Non-Recurring Subtotal					<b>\$1,038.76</b>

### Monthly Recurring Charges Summary

	Amount
Tiered Storage	\$1,038.76
<b>Recurring Total:</b>	<b>\$1,038.76</b>

### Non-Recurring Charges Summary

	Amount
Tiered Storage	\$1,038.76
<b>Non-Recurring Total:</b>	<b>\$1,038.76</b>

### Payment Terms

	Payments	Interval	Amount
3-Year Contract	36	Monthly	\$1,038.76
	1	One-Time	\$1,038.76

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

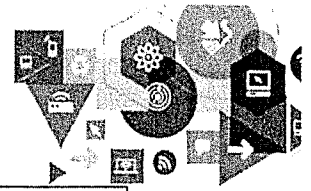
The occurrence of any one or more of the following shall constitute an "Event of Default" by Customer under this SOSS: (1) Customer's breach of the Agreement; and/or (2) failure by Customer to perform any obligations or covenants set forth in this SOSS. In addition to all other rights and remedies granted 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).

- i. 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.
- j. Service Support. IP Pathways support can be contacted by one of the following methods:

Method	Details
Telephone	877-363-3895 Option 2

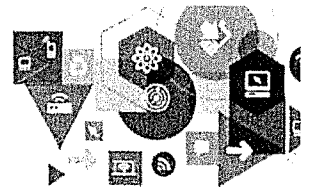


Email	<a href="mailto:support@ippathways.com">support@ippathways.com</a>
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The preferred method of communicating support issues is via email. Alternatively, issues can be reported verbally at the telephone number above. Upon successfully requesting support via email or telephone, a support ticket number will be issued. That ticket number should be referenced when working with support. When contacting support, a priority level (see Service Level Targeted Initial Response Time) should also be reported. Priority level 3 is the default priority if one is not specified. Additional coverage can be provided on request and at an additional cost.

- k. 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 a 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.
- l. Service Level Request Process and Limitations. Credits for a Service Outage under this SLA shall only be payable where:
  - i. 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;
  - ii. 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.
  - iii. 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.
  - iv. 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.
- m. Unsupported. This SLA is not applicable if the Customer uses a system beyond its capabilities and the system reaches an unsupported status. IP Pathways, or IP Pathways' monitoring systems, will determine the current status and inform the Customer via email of any changes to a system's unsupported status. One primary example of a system being deemed unsupported is when a resource (e.g. disk space or CPU) within the system is utilized beyond IP Pathways' recommended thresholds. A second example would be the failure of the Customer to maintain direct manufacturer support on equipment owned by the Customer. Furthermore, SLAs will be inapplicable during the time periods outside of manufacturer support coverage hours if the equipment is owned by the Customer. IP Pathways highly recommends 24x7 manufacturer support contracts. All Customer equipment under IP Pathways management must have been purchased through manufacturer authorized channels.
- n. Downtime Exclusions. Downtime does not include unavailability caused by one or more of the following:
  - i. Scheduled Downtime, including scheduled maintenance, a suspension, or a termination of the Services;
  - ii. Failure of servers or services outside of a computer 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;
  - iii. Force Majeure event and any other circumstances or events not in our direct control;
  - iv. Attack on our infrastructure, including a denial of service attack or unauthorized access (i.e., hacking);
  - v. 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;
  - vi. Use of a separate IP Pathways service that is not subject to this SLA;
  - vii. 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





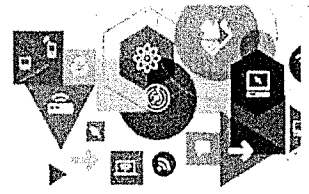
- viii. Unavailability that is caused by your breach of this SOSS or the Agreement.
- o. Service Levels.
  - i. IP Pathways guarantees an overall Service Availability of 100%. IP Pathways may carry out periodic maintenance or upgrade work ("Scheduled Downtime"), as also provided for in the Agreement 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.
  - ii. 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

- p. 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.
- q. Service Level Targeted Initial Response Times. IP Pathways guarantees an overall response time for certain system failures according to the following schedule.

Priority	Description	Response Time
Priority 1	System down state and business operations adversely affected. Customer must commit to around-the-clock action and involvement by all necessary and appropriate personnel and systems until a mutually agreeable workaround is provided and normal business operations are restored.	30 minutes
Priority 2	System experiencing infrequent, isolated, or intermittent errors or equivalent issue. Business operations may continue but at an inconsistent or less than optimal rate.	1 hour
Priority 3	Systems are experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact. (This is the default priority if one is not specified)	4 hours
Priority 4	General request for information, configuration, or maintenance. There is no impact to current production systems or business operations.	24 hours

- r. 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.



11. MISCELLANEOUS

- i. 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.
- j. 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.

SIGNATURE

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SIGNATURE

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PRINTED NAME

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DATE

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reaton@co.jasper.ia.us  
E-MAIL

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641.792.0796  
PHONE NUMBER

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Jasper County, Iowa  
COMPANY NAME

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101 1st Street N., Newton, IA 50208  
ADDRESS

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SIGNATURE

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Carmen Mayer  
PRINTED NAME

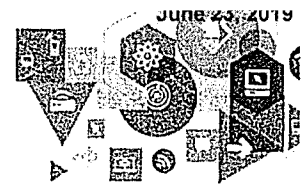
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DATE

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cmayer@ippathways.com  
E-MAIL

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515.422.9330  
PHONE NUMBER

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IP Pathways  
COMPANY NAME

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3600 109<sup>th</sup> Street, Urbandale, IA 50322  
ADDRESS



## STATEMENT OF SERVICES SCHEDULE

### IP PATHWAYS LLC

This Statement of Services Schedule ("SOSS") entered into on July 12, 2019 (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, Iowa, with its principal place of business at 101 1<sup>st</sup> 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 Tuesday, November 28, 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. TERM

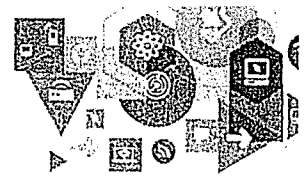
This SOSS shall be effective as of the Commencement Date and continue in full force and effect for three (3) years ("Initial Term") unless earlier terminated. This SOSS shall automatically renew at the end of the Initial Term for successive three (3) year terms (the "Renewal Terms"), unless either party 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.

#### 2. SCOPE OF SERVICES

The IP Pathways Services (called "Services"), as may be amended from time to time, between IP Pathways and Customer are described in this SOSS. 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.

##### a. Storage as a Service

- i. Features. Services includes access to IP Pathways tiered data storage services. The following features may also include:
  1. Protocol Support. The service supports access using a variety of protocols. Example of possibly supported protocols includes SMB/CIFS, NFS, iSCSI, and FCP. Other usage may also be possible with approval from IP Pathways.
  2. Usage Monitoring. Storage usage is measured in 1GB high-watermark usage increments on a monthly basis. The minimum usage charge is equal to the storage commitment level in TBs.
  3. Storage Commitment and Overage. IP Pathways guarantees that it will have adequate storage available to meet the amount of storage committed to in this SOSS. The service may also provide additional storage above the commitment level on a best-effort basis. No guarantee is made that storage above the commitment level will be available.
  4. Input/Output Operations per Second (IOPS). An IOPS guarantee may be included as detailed in this SOSS. The IOPS guarantee is only applicable to the amount of storage committed to – not to usage above the commitment. IOPS will also vary based on application type and workload characteristics outside of IP Pathways' control.
  5. Internet Enablement. The internet enablement option allows access to the storage over the Internet. This may be over a site-to-site VPN tunnel and may enable services such as replication from a remote site.
  6. Multitenancy. The IP Pathways tiered data storage services are purpose built for multitenancy and provides secure isolation between tenants. All tenants are logically isolated using VLANs, virtual routing and forwarding (VRF) instances and storage-level multitenancy isolation.
- ii. Support. Services include phone and email support in regards to provisioning of and connecting to the storage. Unless otherwise specified, operating system, application, server, network and other support is not included.
- iii. Data Migration. No data migration services are provided as part of this SOSS.



3. DELIVERY OF SERVICES

IP Pathways will complete all Services in accordance with the appropriate Targeted Initial Response Time as described in Section 10. 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.

4. 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 computer 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."

5. CHANGE MANAGEMENT PROCEDURES

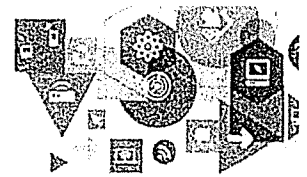
Notwithstanding anything to the contrary in this SOSS, no Services Fees or Term adjustment will be binding on the Parties unless expressly stated in a "Change Order" executed by both Parties. No Change Order will be issued to: (a) remediate deficient work performed under this SOSS; or (b) correct mutually 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.

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 shown below (the "Services Fees"). Charges are usage based, except for commitment based service items, and will be adjusted each billing period based on usage during the billing period. The charges below are an estimate based on IP Pathways' initial understanding of customer usage requirements.



Proposal Details

## Replication to Data Center

*This is an estimate only. Actual charges will be based on monthly usage.*

### Tiered Storage

SKU	Description	Qty	Recurring	Ext. Recurring	Non-Recurring
SAAS-T3	Storage as a Service (Tier 3) - 1TB Commitment @ No IOPS Guarantee (\$0.09 per additional GB)	10	\$92.16	\$921.60	\$921.60
BW-ONTAP	Internet/Inter-DC Integration Services for NetApp ONTAP	1	\$25.00	\$25.00	\$25.00
Recurring Subtotal					\$946.60
Non-Recurring Subtotal					\$946.60

### Monthly Recurring Charges Summary

	Amount
Tiered Storage	\$946.60
<b>Recurring Total:</b>	<b>\$946.60</b>

### Non-Recurring Charges Summary

	Amount
Tiered Storage	\$946.60
<b>Non-Recurring Total:</b>	<b>\$946.60</b>

### Payment Terms

	Payments	Interval	Amount
3-Year Contract	36	Monthly	\$946.60
	1	One-Time	\$946.60

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

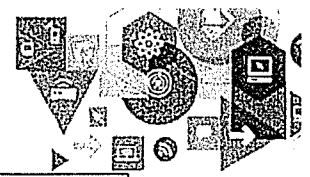
The occurrence of any one or more of the following shall constitute an "Event of Default" by Customer under this SOSS: (1) Customer's breach of the Agreement; and/or (2) failure by Customer to perform any obligations or covenants set forth in this SOSS. In addition to all other rights and remedies granted 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).

- i. 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.
- j. Service Support. IP Pathways support can be contacted by one of the following methods:

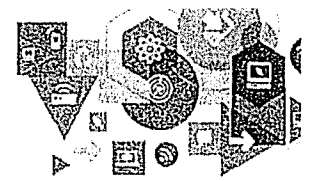
Method	Details
Telephone	877-363-3895 Option 2



Email	support@ippathways.com
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The preferred method of communicating support issues is via email. Alternatively, issues can be reported verbally at the telephone number above. Upon successfully requesting support via email or telephone, a support ticket number will be issued. That ticket number should be referenced when working with support. When contacting support, a priority level (see Service Level Targeted Initial Response Time) should also be reported. Priority level 3 is the default priority if one is not specified. Additional coverage can be provided on request and at an additional cost.

- k. 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.
- l. Service Level Request Process and Limitations. Credits for a Service Outage under this SLA shall only be payable where:
  - i. 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;
  - ii. 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.
  - iii. 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.
  - iv. 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.
- m. Unsupported. This SLA is not applicable if the Customer uses a system beyond its capabilities and the system reaches an unsupported status. IP Pathways, or IP Pathways' monitoring systems, will determine the current status and inform the Customer via email of any changes to a system's unsupported status. One primary example of a system being deemed unsupported is when a resource (e.g. disk space or CPU) within the system is utilized beyond IP Pathways' recommended thresholds. A second example would be the failure of the Customer to maintain direct manufacturer support on equipment owned by the Customer. Furthermore, SLAs will be inapplicable during the time periods outside of manufacturer support coverage hours if the equipment is owned by the Customer. IP Pathways highly recommends 24x7 manufacturer support contracts. All Customer equipment under IP Pathways management must have been purchased through manufacturer authorized channels.
- n. Downtime Exclusions. Downtime does not include unavailability caused by one or more of the following:
  - i. Scheduled Downtime, including scheduled maintenance, a suspension, or a termination of the Services;
  - ii. Failure of servers or services outside of a computer 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;
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  - v. 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;
  - vi. Use of a separate IP Pathways service that is not subject to this SLA;
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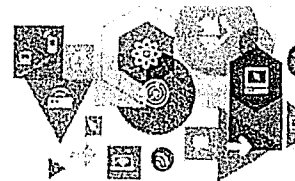
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## SIGNATURE

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SIGNATURE

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PRINTED NAME

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DATE

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reaton@co.jasper.ia.us  
E-MAIL

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641.792.0796  
PHONE NUMBER

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Jasper County, Iowa  
COMPANY NAME

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101 1st Street N., Newton, IA 50208  
ADDRESS

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SIGNATURE

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Carmen Mayer  
PRINTED NAME

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DATE

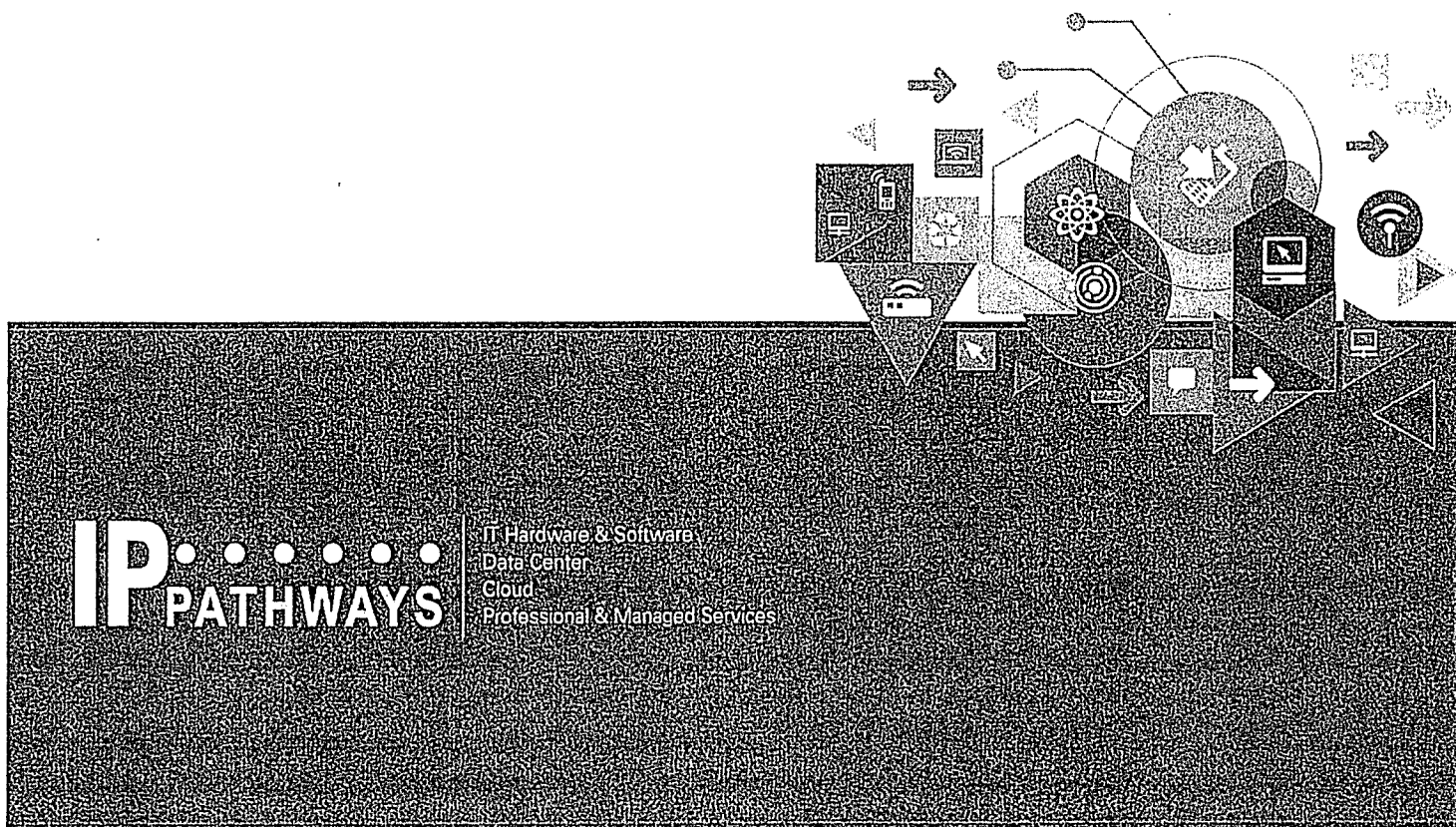
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cmayer@ippathways.com  
E-MAIL

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515.422.9330  
PHONE NUMBER

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IP Pathways  
COMPANY NAME

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3600 109<sup>th</sup> Street, Urbandale, IA 50322  
ADDRESS





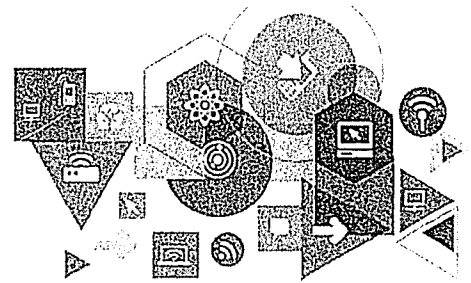
## Jasper County

NetApp Shelf Add

July 15, 2019



IT Hardware & Software  
 Data Center  
 Cloud  
 Professional & Managed Services



Proposal Summary

**NetApp Shelf Add**

Prepared by:

IP Pathways  
 Nate Rogers  
 515.422.9351  
 Fax 515.422.5544  
 nrogers@ippathways.com

Prepared for:

Jasper County  
 Ryan Eaton  
 101 1st St N  
 Newton, IA 50208  
 reaton@co.jasper.ia.us

Quote Information:

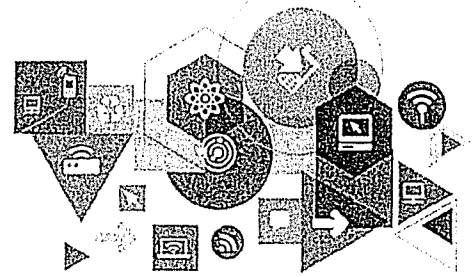
Quote #: 11877  
 Version: 2  
 Date: 07/15/2019  
 Expiration Date: 08/30/2019

Summary	Amount
NetApp DS212C	\$19,077.45
3 Year Support	\$1,510.29
<b>Subtotal:</b>	<b>\$20,587.74</b>
<b>Shipping:</b>	<b>\$200.00</b>
<b>Total:</b>	<b>\$20,787.74</b>

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. Balance is due upon receipt with Net 30 terms. 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: \_\_\_\_\_



Proposal Detail

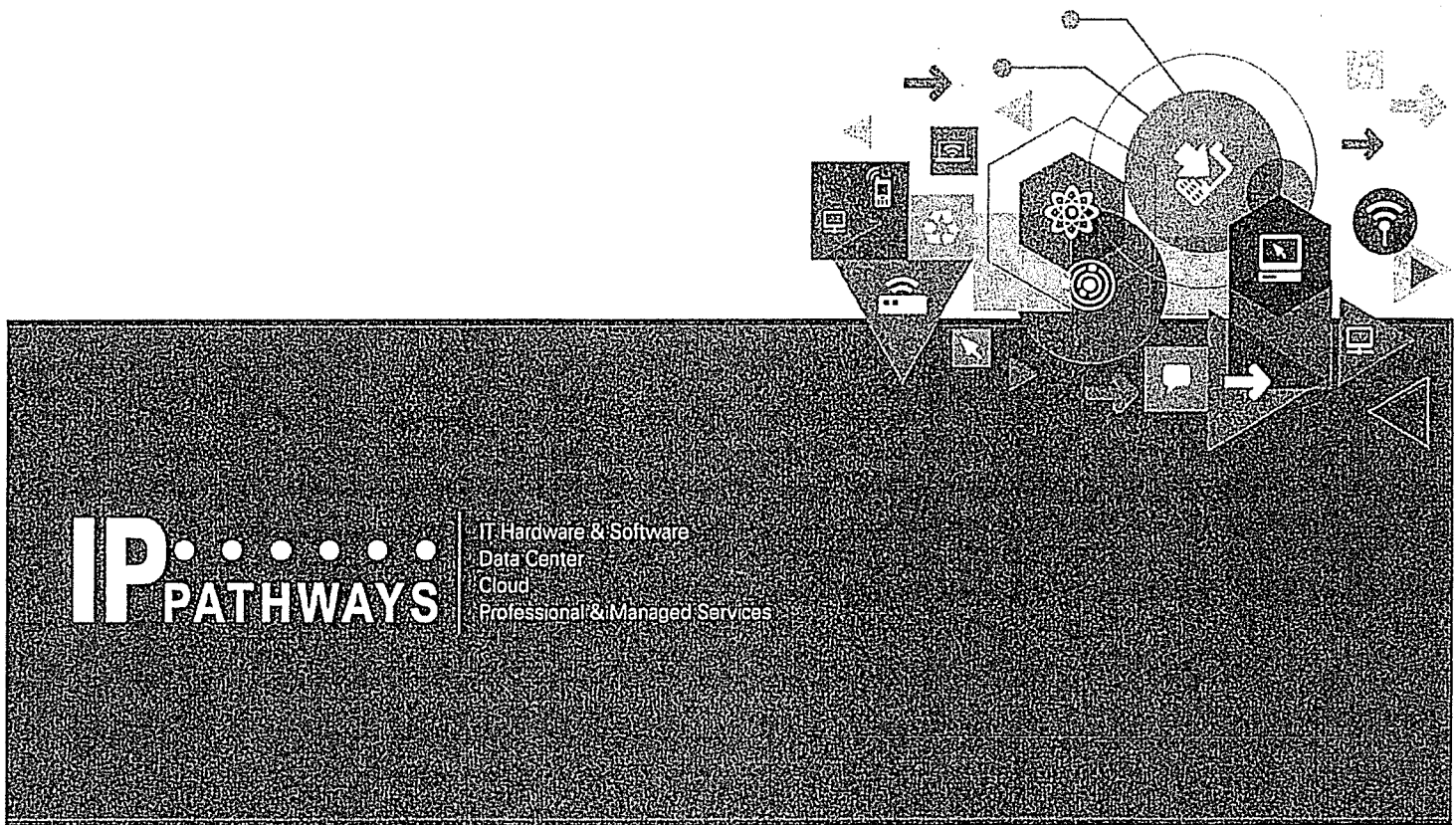
## NetApp Shelf Add

### NetApp DS212C

SKU	Description	Qty	Price	Ext. Price
DS212C	DS212C	1		
X-02657-00	Rackmount Kit,212C,4-post,Adj	1		
DS212C-07-4.0-12B-QS	DSK SHLF,12G,12x4TB,7.2K,-QS	1		
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2		
OS-ONTAP1-CAP1-ADDON-QS	ONTAP,Per-0.1TB,Add-On,BNDL,Capacity,QS	480		
X66031A	Cable,12Gb,Mini SAS HD,1m	4		
			Subtotal	<b>\$19,077.45</b>

### 3 Year Support

SKU	Description	Qty	Price	Ext. Price
CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	1	\$1,510.29	\$1,510.29
			Subtotal	<b>\$1,510.29</b>



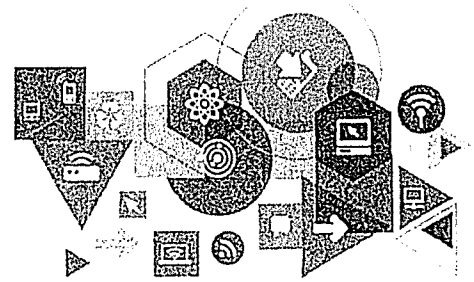
## Jasper County

FAS Replacement, NetApp Support Renewal, Cisco UCS, Aruba Switch

July 15, 2019



IT Hardware & Software  
 Data Center  
 Cloud  
 Professional & Managed Services



Proposal Summary

**FAS Replacement, NetApp Support Renewal, Cisco UCS, Aruba Switch**

Prepared by:

IP Pathways  
 Nate Rogers  
 515.422.9351  
 Fax 515.422.5544  
 nrogers@ippathways.com

Prepared for:

Jasper County  
 Ryan Eaton  
 101 1st St N  
 Newton, IA 50208  
 reaton@co.jasper.ia.us

Quote Information:

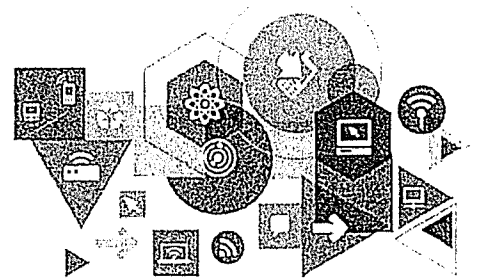
Quote #: 11641  
 Version: 3  
 Date: 07/15/2019  
 Expiration Date: 08/09/2019

Summary	Amount
NetApp FAS2750	\$37,741.56
3 Year Support - NetApp FAS2750	\$7,541.60
NetApp Support Expiring December 2020	\$14,435.56
Aruba	\$13,013.38
3 Year Support - Aruba	\$3,524.67
Cisco	\$29,039.96
3 Year Support - Cisco	\$2,028.04
<b>Subtotal:</b>	<b>\$107,324.77</b>
<b>Shipping:</b>	<b>\$655.00</b>
<b>Total:</b>	<b>\$107,979.77</b>

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. Balance is due upon receipt with Net 30 terms. 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: \_\_\_\_\_



Proposal Detail

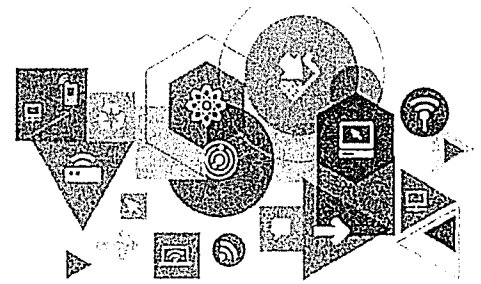
## FAS Replacement, NetApp Support Renewal, Cisco UCS, Aruba Switch

### NetApp FAS2750

SKU	Description	Qty	Price	Ext. Price
FAS2750-SYS-SC	FAS2750-SYS-SC	1		
FAS2750A-002-SC	FAS2750A Premium Bundle	2		
SW-2-2750A-NVE-C	SWData at Rest Encryption Enabled2750A-C	2		
SW-2-2750A-TPM-C	SWTrusted Platform Module Enabled2750A-C	2		
FAS2750A-EXP-185	FAS2750HA24X1.8TBPremium BundleNVE CNA	1		
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2		
X-02659-00	Rail Kit,4-Post,Rnd/Sq-Hole,Adj,24-32	1		
DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2		
SW-PREMIUM-SAS-01-P	SW,Per-0.1TB,Premium,SAS,01,-P	432		
X6589-R6	SFP+Optical 10Gb Shortwave	8		
X66250-2	Cable,LC-LC,OM4,2m	8		
SW-2-CL-BASE	SW-2,Base,CL,Node	1		
			Subtotal	<b>\$37,741.56</b>

### 3 Year Support - NetApp FAS2750

SKU	Description	Qty	Price	Ext. Price
CS-MV-CI-FLEXPOD	FlexPod Support	1	\$0.00	\$0.00
CS-BASE-SUPPORT	Base Software Support	1	\$1,536.61	\$1,536.61
CS-O2-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	1	\$6,004.99	\$6,004.99
			Subtotal	<b>\$7,541.60</b>



## NetApp Support Expiring December 2020

Start Date: 1/1/2021

End Date: 12/31/2023

SKU	Description	Qty	Price	Ext. Price
CS-O2-4HR	SupportEdge Premium 4hr Onsite, FAS2650A [Cat: W] Serial Numbers: 621750000088, 621750000089	2	\$4,174.57	\$8,349.14
CS-WARRANTY-EXTENSION	Warranty Extension Point-of-Sale, FAS2650A, Post Warranty [Cat: W] Serial Numbers: 621750000088, 621750000089	2	\$3,043.21	\$6,086.42
			Subtotal	<b>\$14,435.56</b>

## Aruba

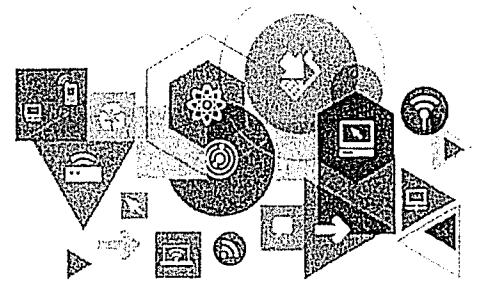
SKU	Description	Qty	Price	Ext. Price
J8177D	ARUBA 1G SFP RJ45 T 100M CAT5E XCVR	4		
J9150D	ARUBA 10G SFP+ LC SR 300M MMF XCVR	12		
J9827A	ARUBA 5400R ZL2 MANAGEMENT MODULE	1		
J9828A	ARUBA 5400R 700W POE+ ZL2 PSU	4		
JL095A	ARUBA 5406R 16SFP+ V3 ZL2 SWCH	1		
			Subtotal	<b>\$13,013.38</b>

## 3 Year Support - Aruba

SKU	Description	Qty	Price	Ext. Price
H1MT0E	HPE 3Y FC 24X7 ARUBA 5406R ZL2 SWITC SVC	1	\$3,524.67	\$3,524.67
			Subtotal	<b>\$3,524.67</b>

## Cisco

SKU	Description	Qty	Price	Ext. Price
UCSC-C220-M5SX	UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe, PSU	2		
UCS-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	12		
UCS-SD-64G-S	64GB SD Card for UCS Servers	4		
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	2		



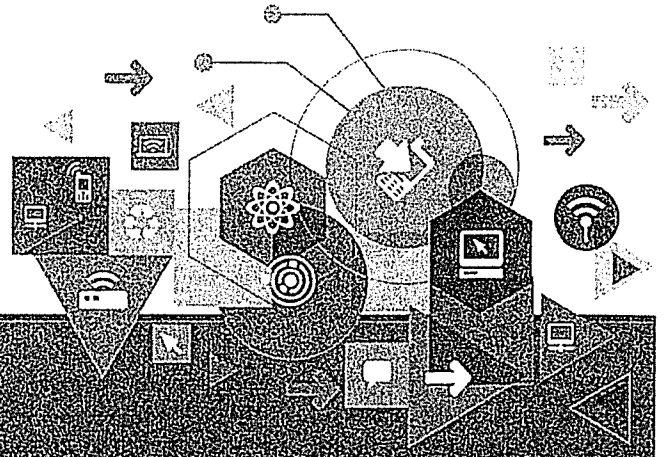
## Cisco

SKU	Description	Qty	Price	Ext. Price
UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	4		
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4		
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	2		
UCS-SID-INFR-CFP	Converged-FlexPod	2		
UCS-SID-WKL-MSFT	Microsoft	2		
UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	4		
UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	20		
UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	2		
CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	2		
UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	2		
UCS-CPU-6132	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	4		
UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	2		
UCSX-TPM2-002	Trusted Platform Module 2.0 for UCS servers	2		
UCSC-MLOM-C40Q-03	Cisco VIC 1387 Dual Port 40Gb QSFP CNA MLOM	2		
CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	4		
SFP-10G-SR=	10GBASE-SR SFP Module	4		
			Subtotal	\$29,039.96

## 3 Year Support - Cisco

SKU	Description	Qty	Price	Ext. Price
CON-3SNT-C220M5SX	3YR SNTC 8X5XNBD UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCI	2	\$1,014.02	\$2,028.04
			Subtotal	\$2,028.04





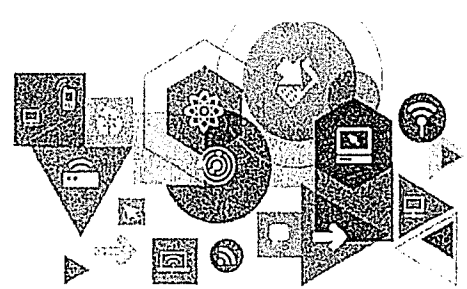
**IP**.....  
**PATHWAYS**

IT Hardware & Software  
Data Center  
Cloud  
Professional & Managed Services

## Jasper County

Production Refresh – NetApp, UCS, Switching, VMware Upgrade

July 12, 2019



## 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

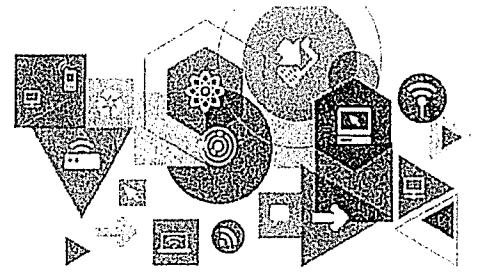
IP Pathways is responsible to provide the following:

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

### Jasper County

Jasper County is responsible to provide the following:

- o Provide engineer(s) from IP Pathways with appropriate access to the network, facilities, and personnel.
- o 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.
- o 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:
  - o Serve as the interface between Jasper County and IP Pathways.
  - o Identify, schedule and confirm availability of support staff and management for on-site interviews and meetings.
  - o Schedule meeting rooms as necessary.
  - o 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

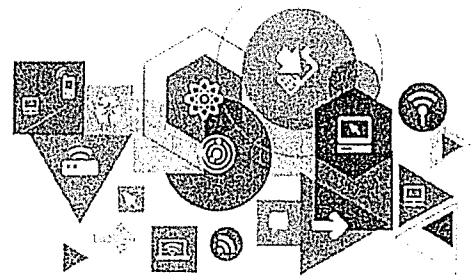
The Project will be considered complete when the deliverables described in this Statement of Work have been fulfilled and have been delivered to the PCC. A Certificate of Completion will be provided at the end of this Project for validation of all work by the Customer. If not returned or disputed within 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.



## 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/Aruba/Cisco UCS with VMware Upgrade/Migration and replication back to IP Pathways Storage as a Service.

#### Sheriff's Office Equipment:

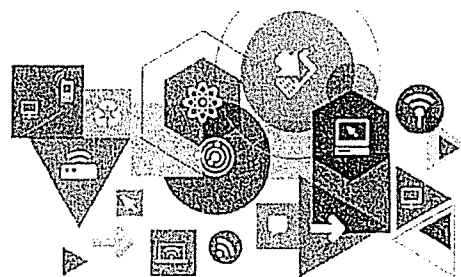
NetApp Storage System Model: NetApp FAS2750A cDOT

Aruba Switching: Aruba 5400R

UCS Servers: 2x UCS C220 M5 Servers

#### Milestone 1: Site One Network Switch Install and Configuration

- NOTE: This process may cause downtime for any connected endpoints that are not redundant
- Rack Aruba equipment in racks designated by customer and power on
- Configure baseline settings on all devices
  - Configure management SVI
  - Configure management VLAN
  - Upgrade to latest recommend code
  - Configure NTP
  - Configure VTY access
  - Configure MOTD
  - Turn down unused ports
  - Configure SNMP
  - Configure Hostname
- Configure switches for storage and server networks
  - Add Customer VLANs to switches for use with servers and storage
  - Configure ports and port channels for servers and storage
    - Each server should have one (1) 10Gbps twinax connection to each blade
    - Each storage controller node should have two (2) to four (4) connections to each blade
      - LACP should be used to bond the ports from the controllers
    - Current 1Gbps switch uplinks at one (1) per blade per 1Gbe switch
  - Save Configuration
- Migrate ports from old switch to new switch
  - NOTE: Shield Servers will be disconnected for the time it takes to move them from the old switch to the new switch
- Validation post migration
  - Validate internet connectivity and site to site connectivity



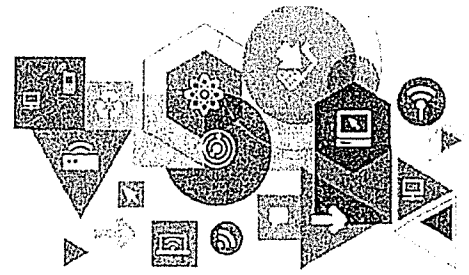
- Validate LAN client connectivity for five (5) clients

## Milestone 2: 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 (4) SVM's per ONTAP cluster to include:
      - CIFS SVM
      - NAS SVM
      - SAN SVM
      - Management 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 (2) 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

## Milestone 2: UCS Install and Configuration

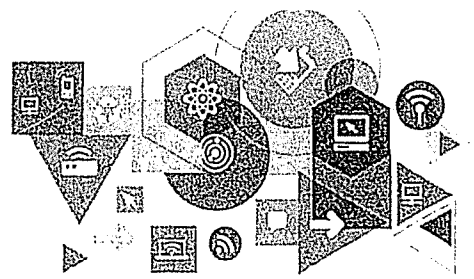
- Rack and cable UCS
  - Ensure all necessary components are available for full-implementation
  - Update UCS systems to latest firmware
    - System BIOS
    - RAID adapters
    - Network adapters
- Configuration of UCS Fabric Interconnects specified at the beginning of the Implementation section
  - LAN side configuration
    - Jasper will provide a list of VLAN ID's and names prior to implementation
    - Configure network connections from UCS servers redundantly to each 10Gbe switch in the environment



- SAN side configuration
- Configure Boot from SAN for up to two (2) servers specified at the beginning of the Implementation section
  - If available, use iSCSI for Boot from SAN
  - Configure NetApp Volumes
  - Configure NetApp IGroups
- Test fault-tolerance of UCS components
  - Cabling
  - Power

## Milestone 2: VMware Upgrade

- Installation of vSphere ESXi (Latest recommended version) on number of new vSphere hosts specified at the beginning of the Implementation section
  - Configure SAN Boot for two (2) hosts from NetApp storage
    - Install ESXi as boot from SAN iSCSI
  - Configuration of three (3) standard vSwitches
    - vSwitch0: Management/vMotion
    - vSwitch1: IP Storage
    - vSwitch2: Data VLANs
  - Configure NTP
  - Configure DNS
  - Add to current cluster in preparation for migration
  - Validate ESX Host Network configuration and connectivity
- Installation and base configuration of VMware vSphere vCenter virtual appliance
  - Configure vCenter appliance as the previous vCenter was with any updates needed to meet current vCenter best practices
  - Enable HA & DRS
  - Add new vSphere ESXi hosts to cluster
    - Enable EVC for highest level possible
  - Configure Update Manager for Hosts only
    - Enable Scheduled Downloads
    - Attach "Critical Host Patches" baseline to datacenter
    - Attach "Non-Critical Host Patches" baseline to datacenter
    - Scan and remediate
  - Migrate any customer desired setting from original vSphere instance to new vSphere instance
  - Test fault-tolerance of network connectivity
  - Test vMotion between hosts
- NetApp VSC Upgrade
  - Installation
    - Install VSC Server Appliance
    - Configure Plug-in, connectivity, and registration with vSphere
    - Validate vSphere Plug-in installation
    - Apply settings to ESX hosts for upgraded NetApp Best Practices
- SnapCenter Install
  - Create a new virtual machine from template
    - Update server with Windows updates
    - Configure server firewall for ports needed by SnapCenter
  - Install SnapCenter
    - Join SnapCenter to Active Directory
      - Add AD users to SnapCenter roles
    - Create connections to NetApp SVM's



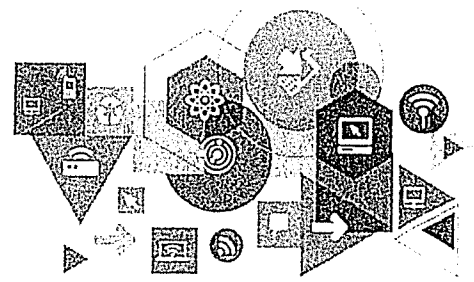
- Create management LIF's as necessary
- Install vSphere plug-in
  - Migrate current backup jobs and schedules
    - Review current VSC driven backup jobs and schedules
    - Migrate or fresh create new backup jobs and schedules to mirror current functionality
  - Validate new backup jobs to ensure it is running properly
- Horizon View Upgrade
  - Upgrade two (2) Direct Connect View Connection Servers (if applicable)
  - Upgrade two (2) Tunnel Connect View Connection Servers (if applicable)
  - Install Unified Access Gateway (if applicable)
  - Upgrade View Composer
  - Make any necessary changes to existing virtual switch, switch, and firewall configurations to support View and PCoIP
  - Assist with configuration of an existing load-balancer to load-balance applicable View components
    - Does not include installation or based configuration of the load-balancer itself
  - Implementation of the following PCoIP tweaks:
    - Disable Build-To-Lossless: On
    - Frame Rate: 18 FPS
    - Initial Quality: 70%
    - Audio Bandwidth: 250K
    - Max Bandwidth: 15Mb
  - Enable Persona Management by adding Persona Management Administrative Template
    - Configure Group Policy settings for Persona Management
    - Enable Persona Management for roaming profile users
    - If migrating from persistent/user data disks then assist with migrating up to five (5) users
  - Configuration of VMware View Storage Accelerator if vSphere at 5.1 or above and there is enough available RAM on each host
    - Enable 2,048 MB host cache size for vCenter through View Administrator
    - Enable host caching for View Pools
      - OS disks only
      - Blackout times from 7:00PM – 7:00AM
  - Upgrade View Agents
  - Upgrade VMware Tools for View virtual desktops and connection servers
  - Testing and additional configuration of solution to ensure fault-tolerance and stability
    - One at a time, shutdown each Direct Connect View Connection Server
    - One at a time, shutdown each Tunnel Connect View Connection Server
    - One at a time, shutdown each View Security Server

## Milestone 2: Migrate Data from Old FAS to New FAS

- 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: Configuration Replication

- Configure Site to Site VPN for replication
- Setup Seeding system on loan from IP Pathways
- Setup Volume(s) on IP Pathways FAS that is NVE encrypted for baseline transfer(s)
- Create of SnapMirror and SnapVault relationships between Site One and IP Pathways Storage Systems
  - Use XDP SnapMirror and SnapVault relationships
    - Initial baseline should be done onsite



- Creation of retention policies for SnapMirror/Vault 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
- Return IP Pathways Seeding system to DC
- Transfer initial baseline data to volume(s) on Cloud Infrastructure that is NVE encrypted
- Sync customer volumes back to IP Pathways Cloud systems after seeding data is transferred
- Validate updates from new FAS to IP Pathways seeded volumes work appropriately

## Milestone 2: Destruction of Old FAS Data

- Take original customer 7-mode FAS back to IPP
- Run NetApp Data Sanitization on system to ensure data destruction
- Work with Sean to create "Certificate of Data Deletion"
- Give "Certificate of Data Deletion" to customer

## 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

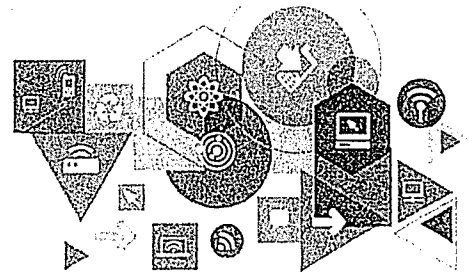
## Training

IP Pathways will provide the IT staff of Jasper County with basic administration training of any newly installed or updated equipment. The first training sessions will consist of a consecutive block of time of up to four (4) hours near the end of Milestone 2. If any additional training is requested, a separate training specific statement of work may be requested.





IT Hardware & Software  
 Data Center  
 Cloud  
 Professional & Managed Services



## Production Refresh – NetApp, UCS, Switching, VMware Upgrade

Prepared by:

IP Pathways  
 Nate Rogers  
 515.422.9351  
 Fax 515.422.5544  
 nrogers@ippathways.com

Prepared for:

Jasper County  
 Ryan Eaton  
 101 1st St N  
 Newton, IA 50208  
 reaton@co.jasper.ia.us

Quote Information:

Quote #: 11443  
 Version: 3  
 Date: 07/12/2019  
 Expiration Date: 08/12/2019

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.

Statement of Work Payment Terms	Price	Down Payment	Due Upon Completion
Milestone One: 50% Down Payment	\$3,060.00	\$1,530.00	\$1,530.00
Milestone Two: 50% Down Payment	\$16,320.00	\$8,160.00	\$8,160.00
<b>Total:</b>	<b>\$19,380.00</b>	<b>\$9,690.00</b>	<b>\$9,690.00</b>

Non-Service Payment Terms	Due Upon Signing
Gear Rental	\$1,000.00
<b>Total:</b>	<b>\$1,000.00</b>

### Signature

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

Please Check One of the Following\*:

- Invoice separately for SoW charges according to payment terms
- Deduct SoW charges from my existing pre-paid services balance\*\*

\*If no selection is made, project charges will be invoiced separately per payment terms.

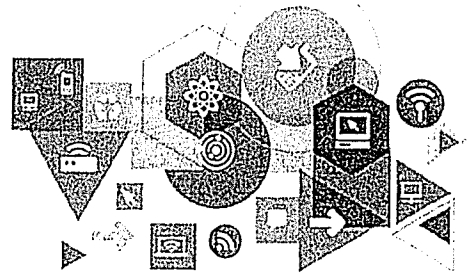
\*\*If being deducted from an existing Tiered Services Block, box must be checked at time of signing in order to receive discount

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



IT Hardware & Software  
Data Center  
Cloud  
Professional & Managed Services



### Gear Rental

Description		Qty	Price	Ext. Price
RENTAL	Rental for FAS Seeding System	1	\$1,000.00	\$1,000.00
			Subtotal	\$1,000.00



Contract for

## Resolution3 Services Renewal

Jasper County, Iowa

Denise Allan, County Recorder

The logo for Resolution3 Land Records Management. It features the word "Resolution3" in a large, white, sans-serif font. Below it, the words "LAND RECORDS MANAGEMENT" are written in a smaller, white, all-caps sans-serif font. The entire logo is set against a dark, textured background that is part of a larger graphic design on the page.

Resolution3  
LAND RECORDS MANAGEMENT

May 1, 2019

Cott Systems, Inc.  
2800 Corporate Exchange Dr.  
Columbus, OH 43231  
(800) 234-2688 | [www.cottsystems.com](http://www.cottsystems.com)



## MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and Jasper County, Iowa Recorder ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

### **TERMS AND CONDITIONS**

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person

other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master

Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.
19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.

20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

Online Index Books Hosted Services Addendum 2/26/2019  
(Date Signed)

**Jasper County, Iowa Recorder**

(County, Parish, Town)

**COTT SYSTEMS, INC.**

**CUSTOMER**

Deborah A. Ball 5/1/2019  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Deborah A. Ball  
(Print Name)

\_\_\_\_\_  
(Print Name)

Chief Executive Officer  
(Print Title)

\_\_\_\_\_  
(Print Title)

Jalinda Green  
(Attest)

\_\_\_\_\_  
(Attest)

**Customer acknowledgement also required on additional page(s.)**

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | [contracts@cottsystems.com](mailto:contracts@cottsystems.com)



## SOFTWARE LICENSE AND SOFTWARE ASSURANCE ADDENDUM

This **Software License and Software Assurance Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and Jasper County, Iowa Recorder ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Grant of License.** In consideration of the payments specified in the Schedule, Cott grants and Customer accepts a non-exclusive, non-transferable, right and license ("License") to use the software specified and described including all elements, applications, by-products and databases of the software (collectively, the "Software"). The License will last for the period of time specified. The Software may be used solely on the server(s) and that number of associated workstations specified, at the primary Customer location. If a server or workstation is inoperative due to malfunction or maintenance, upon notice to and approval by Cott, Customer may temporarily use the Software on a backup server or workstation, as the case may be, until the licensed server or workstation is operative. Customer may make one copy of the Software and the User Manual and other written materials delivered by Cott in connection with the deployment of the Software (the "Documentation") for backup and archival purposes only, and such copy must include all appropriate copyright and proprietary notices. Upon notice to and approval by Cott, Customer may replace a server or workstation and transfer the Software to a replacement server or workstation at the same primary Customer location. Customer will not (a) exceed any limit on installations, users or other limitation specified in the Schedule; (b) sell, lease, license, sublicense or encumber the Software or the Documentation; (c) decompile, disassemble or reverse engineer any portion of the Software or the Documentation; or (d) write or develop any derivative software or any software program based on the Confidential Information (collectively, the "Limitations on Use").
- 2. Software Assurance.** Cott's Software Assurance program contains two elements. Cott provides customer support services as described in "Customer Support Exhibit" and Cott provides software update services (collectively, "Software Assurance"). When Customer subscribes to Software Assurance, it will be specified and provided as described. Software Assurance begins as of the Go-Live Date and will last until the end of the month during which the applicable anniversary occurs. Provided Customer is not then in breach, Software Assurance entitles Customer to receive, at no additional charge, software updates to the current version of our software which may contain "bug fixes" and/or increase the speed, efficiency or ease of operation of the Software. Any hardware or equipment upgrades that are necessary in order to install and run the updates will be the responsibility of the Customer. Cott reserves the right to charge additional fees for modifications to the software requested by Customer which are beyond the scope of updates as defined herein.
- 3. Software Assurance Fees.** Customer may pay up front all Software Assurance fees for the Initial Support Term specified. In the absence of such upfront payment (a) the Software Assurance fees will remain fixed until the applicable anniversary of the Go-Live Date, except that Cott may pass along to Customer an increase in third party system software support if announced by the software provider, and (b) on the applicable anniversary of the Go-Live Date, Cott may increase the Software Assurance fees with a maximum increase of ten percent (10%) of the then-current fees. The fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance. If the Go-Live Date is any day other than the first day of a month, and if Customer is not concurrently ending

use of other Cott software that has monthly software assurance fees associated with it, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.

4. **Training.** Cott will provide training on the operation of the Software as specified. Cott training options may include though are not limited to training at Customer's location, training at Cott's location and live webinar training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. One day of training shall be defined as not fewer than 6 and ½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified. Cott will notify Customer of any additional charges.
5. **Warranty.** Cott warrants that the Software will perform as intended for so long as Customer subscribes to Software Assurance. Customer shall give Cott prompt notice of any defect. If Cott determines that the Software is defective in materials or workmanship and is covered by the warranty, Cott will either repair the defect or replace the defective portion of the Software. Cott will be afforded a commercially reasonable period of time to remedy the defect and will not be considered in breach if Cott commences to cure the defect within such period and diligently proceeds towards the remedy of the defect. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Software at all times in accordance with the Documentation and provided Customer has installed all Patches and Releases available since the install date. The warranty does not apply if (a) the Software is modified or adjusted by anyone other than Cott's authorized representatives; (b) the modification, adjustment or replacement of the Software is required wholly or partially because of accidents, neglect or improper operating conditions; or (c) malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks.
6. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SOFTWARE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SOFTWARE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
7. **Data Presented.** While the Software allows for excluding certain data from being viewable when accessing the Customer's base system, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information passing or obtained through or resident on Customer's base system. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing from Customer's base system. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. If Customer's searchable data is accessible over the internet, Customer will

permit Cott to include in the viewable portion of Customer's web site customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.


8. **Ownership of Software and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Software or Documentation. Cott and Customer agree that Cott is the owner of the Software and the overall look, feel and design of the Software. Customer is the owner of the data on Customer's system. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
9. **End Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. If the standard software template permits Customer to establish individual end-user accounts with passwords, Customer is responsible for establishing, managing and monitoring end-user accounts.
10. **Standard Terms.** Cott's *Master Agreement for Products and Services* also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of Software and services by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

X Customer Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_

## RESOLUTION3 SERVICES SCHEDULE

Cott providing the following:

 <p style="margin: 0;"><b>Resolution3</b> LAND RECORDS MANAGEMENT</p>						
<b>Renewal</b>						
<p style="text-align: center;"><b>Modules:</b></p> <ul style="list-style-type: none"> <li>Fees</li> <li>Indexing</li> <li>Imaging</li> </ul>	<p style="text-align: center;"><b>User Licenses:</b></p> <p style="text-align: center;">6 users 2 search</p> <p style="text-align: center;"><b>Estimated Annual Filing Volume:</b></p> <p style="text-align: center;">8,500 Instruments 35,885 Images</p>	<p style="text-align: center;"><b>Services Included:</b></p> <p style="text-align: center;">State Portal (transmits data to ILR Portal)</p> <p style="text-align: center;">Property Check</p> <p style="text-align: center;">Hosted (Internet) Search</p> <p style="text-align: center;">Hosted Online Index Books (deployed on Auditor OIB)</p>				
<p><b>Deployment.</b> Local Deployment.</p>						
<p><b>Hardware.</b> No hardware provisions by Cott are included in this offering.</p>						
<p><b>Assumptions and Requirements</b></p> <ul style="list-style-type: none"> <li>Customer has a right to use software for term specified.</li> <li>Customer's proper use of software and compliance to all operating instructions.</li> <li>Customer is responsible for data entry standards or rules.</li> <li>Grade of internet connection at the Customer site and its degree of dedication to Cott product(s) affects the overall performance.</li> <li><i>Authorized access to Cott systems products (excluding eSearch) is limited to Jasper County, Iowa employees, no access may be granted to 3<sup>rd</sup> party suppliers.</i></li> <li>Cott Customer Support requests will be addressed as defined in Cott's Customer Support Exhibit.</li> </ul>						
<p><b>Software Assurance</b></p> <ul style="list-style-type: none"> <li>Software Assurance allows unlimited phone support and unlimited remote support.</li> <li>Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and enhance the ease of operation for you and your staff.</li> </ul>						
<p><b>Lease Fees   Schedule of Payments   Service Term 60</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Resolution3 Software and Services</td> <td style="text-align: right;">\$ 1,415 /mo.</td> </tr> <tr> <td>Hosted (Internet) Search Services</td> <td style="text-align: right;">\$ 150 /mo.</td> </tr> </table>			Resolution3 Software and Services	\$ 1,415 /mo.	Hosted (Internet) Search Services	\$ 150 /mo.
Resolution3 Software and Services	\$ 1,415 /mo.					
Hosted (Internet) Search Services	\$ 150 /mo.					

Invoices are due within thirty (30) days of issue.

**TERM:** the new sixty (60) month contract term is effective from 11/1/2019 through 10/31/2024.

**X Customer Acknowledgement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer to provide the following:**

Broadband High Speed Access  
Hardware/Network Software

## SPECIFICATION SHEET

### Minimum Requirements

**Database & File Server**

4 CPU Cores\*\*  
16GB RAM  
Disk Space to accommodate current disk usage + 5 years growth

**Web Server**

2 CPU Cores\*\*  
8GB RAM  
100 GB Disk Space

**Domain Controller**

2 CPU Cores\*\*  
8GB RAM  
100 GB Disk Space

**Workstations**

Intel Celeron Processor 2.0 GHz  
4GB RAM  
20" Widescreen Monitor w/Adjustable Stand

**Dual Monitor Workstations**

Intel Celeron Processor 2.0 GHz  
4GB RAM  
22" & 20" Widescreen Monitors w/Adjustable Stand  
256MB, Dual Monitor Graphics Chipset/Card

**Search Stations**

Intel Celeron Processor 2.0 GHz  
4GB RAM  
22" Widescreen Monitor w/Adjustable Stand

### Recommended Specs

**Database & File Server**

6 CPU Cores\*\*  
32GB RAM  
Disk Space to accommodate current disk usage + 5 years growth

**Web Server**

4 CPU Cores\*\*  
16GB RAM  
200 GB Disk Space

**Domain Controller**

2 CPU Cores\*\*  
8GB RAM  
100 GB Disk Space

**Workstations**

Intel Core i5 3GHz  
8GB RAM  
22" Widescreen Monitor w/Adjustable Stand

**Dual Monitor Workstations**

Intel Core i5 3 GHz  
8GB RAM  
22" & 20" Widescreen Monitors w/Adjustable Stand  
256MB, Dual Monitor Graphics Chipset/Card

**Search Stations**

Intel Celeron Processor 2.0 GHz  
4GB RAM  
24" Widescreen Monitor w/Adjustable Stand

\*\*Server CPU core allocations based on Virtual Server Environment. If setting up a Physical Server Environment, use Intel Xeon processors with comparable cores when purchasing.

**Peripheral Devices****Printers****High capacity:**

HP LaserJet M608dn

**Low capacity:**

HP LaserJet M402dn

**Scanners****ADF:**

Fujitsu fi-7160 – Max paper size 8 ½ x 14 (Legal)  
Fujitsu fi-7600 – Max paper size 11 x 17 (Ledger)

**ADF + flatbed:**

Fujitsu fi-7260 – Max paper size 8 ½ x 14 (Legal)  
Fujitsu fi-7700 – Max paper size 11 x 17 (Ledger)

**Specialty Fee Devices<sup>†</sup>**Label Printer:

Zebra ZD420 (300 dpi model) (spare recommended)

Receipt Printer:

Epson TM-H6000V (must be USB)

Receipt Printer w/Check Scanner:

Epson TM-S9000MJ

Epson TM-U590 – optional add-on used to imprint documents

Cash Drawer:

APG USB Cash Drawer

\*The equipment listed in this specification sheet has been tested successfully with our software. Due to the abundance of hardware available in the market place, additional equipment not listed may be compatible with our software. If you have questions regarding equipment not listed, please contact your sales representative for additional guidance.

<sup>†</sup>Specialty fee devices listed are optional, but specific for Cott Software. Use of other specialty fee devices may produce undesired results.

**Operating Systems**Windows

Windows 10 Professional 64-bit – Supported until 10/14/2025

Windows Server

Windows Server 2012(R2) – Supported until 1/10/2023

Windows Server 2016 – Supported until 1/11/2027

**Third Party Software\*****Database Software**Microsoft SQL Server

2012 – Supported until 7/12/2022

2014 – Supported until 7/9/2024

2016 – Supported until 7/14/2026

**Remote Access Software** – for server access/management and software support

LogMeIn Central

**AV Software<sup>†</sup>** – known to work and not interfere with Cott applications

SOPHOS Antivirus

Symantec Endpoint Protection

\*As new versions of third party software are regularly released, please verify that the latest version of third party software has been tested to be compatible with our software before purchasing.

<sup>†</sup>Please consult with Cott about configuration for file exclusions to prevent Cott software performance issues.

## SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

### Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

### Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

### Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.



## CUSTOMER SUPPORT EXHIBIT

### Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

### Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
  - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
  - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: [support@cottsystems.com](mailto:support@cottsystems.com)**
  - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

### Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Customer Support Manager**  
Tonia Thomas  
Office: 800-234-COTT, Ext. 365  
Email: [tthomas@cottsystems.com](mailto:tthomas@cottsystems.com)

If your issue is still not being resolved to your satisfaction, please inform our President or CEO:

- **President**  
Mark Hellbusch  
Office: 800-234-COTT, Ext. 251  
Email: [mhellbusch@cottsystems.com](mailto:mhellbusch@cottsystems.com)
  
- **CEO**  
Deborah Ball  
Office: 800-234-COTT, Ext. 255  
Email: [dball@cottsystems.com](mailto:dball@cottsystems.com)

## Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

### Definition of Terms:

**Respond Time:** The time it takes to assign the issue to a Customer Support specialist.

**Resolve Time:** The time it takes to completely resolve the issue.

*Resolve times are estimated for items that can be resolved between the Customer and our support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3<sup>rd</sup> party support, etc.).*

Level	Definition	Estimated Respond & Resolve Times	Examples
<b>Priority 1 (High)</b>	Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround.	0-30 min. Respond 0-6 hrs. Resolve	Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch.
<b>Priority 2</b>	Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity.	0-2 hrs. Respond 0-3 Days Resolve	Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees.
<b>Priority 3</b>	Problem/Request has minimal impact on office workflow.	0-1 Day Respond 0-5 Days Resolve	Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer.
<b>Priority 4</b>	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve	Customer needs assistance when issue reoccurs. Waiting to duplicate error.
<b>Priority 5 (Low)</b>	Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time.	To Be Determined	Enhancement requests. Problem is resolved, want to leave it open to monitor.

June 4, 2019

June 20, 2019

# Petition to add more parking to our Downtown

Parking downtown continues to be a challenge for businesses and consumers. The possibility of an additional 25 public parking spaces would help to eliminate this parking dilemma.

Downtown Newton Iowa could gain 25 more parking spots if the Jasper County Supervisors would allow/agree to make the "county only parking" lot public. Over the last year we have documented activity in this parking lot; on average only 8 cars park in this lot per day.

Location: 115 W 2<sup>nd</sup> St S., Newton - (directly west of US Bank)

Please sign this if you support:

Address

- |     |  |      |               |
|-----|--|------|---------------|
| 1.  | <u>Josh Perry</u>  | Date | <u>6-4-19</u> |
| 2.  | <u>Sam Prendergast</u>                                     | Date | <u>6-6-19</u> |
| 3.  | <u>[Signature]</u> <u>2101 W 21<sup>st</sup> St</u>        | Date | <u>6-6-19</u> |
| 4.  | <u>[Signature]</u> <u>900 W 4<sup>th</sup> St S</u>        | Date | <u>6-6-19</u> |
| 5.  | <u>[Signature]</u> <u>2122 53<sup>rd</sup> Ave W</u>       | Date | <u>6-6-19</u> |
| 6.  | <u>[Signature]</u> <u>300 [unclear] 25<sup>th</sup> St</u> | Date | <u>6-6-19</u> |
| 7.  | <u>Dana Kauster</u> <u>2560 S. 32<sup>nd</sup> Ave W.</u>  | Date | <u>6-6-19</u> |
| 8.  | <u>Sally Jackson</u> <u>311 E 18<sup>th</sup> N Newton</u> | Date | <u>6-6-19</u> |
| 9.  | <u>Pat Prendergast</u>                                     | Date | _____         |
| 10. | <u>[Signature]</u>   | Date | <u>6-6-19</u> |
| 11. | <u>[Signature]</u>   | Date | <u>6-6-19</u> |
| 12. | <u>[Signature]</u>   | Date | <u>6-6-19</u> |
| 13. | <u>Chesle Crady</u>  | Date | <u>6/6/19</u> |
| 14. | <u>Alicia Moon</u>   | Date | <u>6/6/19</u> |
| 15. | <u>Hildi Sampth</u>  | Date | <u>6/6/19</u> |
| 16. | <u>[Signature]</u>   | Date | <u>6/7/19</u> |

17. Judy Krewers Date 6-8-19
18. Sandi K Rodgers Date 6/8/19
19. Pat Wallau Date 6/8/19
20. Rhonda Bauer Date 6/8/19
21. Deanna Schafer Date 6-8-19
22. Jay Stekhuis Date 6-8-19
23. Jamie Shields Date 6-8-19
24. Kelly Shields Date 6/8/19
25. Barbara Schoep Date 6-11-19
26. Ann Buer Date 6-12-19
27. Vicki Palm Date 6-12-19
28. Bonnie Holder Date 6-13-19
29. Robin Heck Date 6/18/19
30. Valerie Burn Date 6/21/19
31. Amy Britton Date 6/21/19
32. Melvinze Cooper Date 6/21/19
33. Angie Cogley Date 6/21/19
34. Eun Yeager Date 6-21-19
35. Ruth Nichols Date 6-22-19
36. David J. Prand Date 6-22-19
37. Becky Nink Date 6-22-19
38. Gaby Ponzels Date 6-22-19
39. Hannah Yeager Date 6/22/19
40. Jamie Gruber Date 6-22-19

June 4, 2019

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Location: 115 W 2<sup>nd</sup> St S., Newton - (directly west of US Bank)

Please sign this if you support:

1. Sue Gienger Sue Gienger Date 6/5/19
2. Brenda O'Halloran Brenda O'Halloran Date 6/5/19
3. Bill Goodner Bill Goodner Date 6/7/19
4. Adam Leber Adam Leber Date 06/10/19
5. Craig Armstrong Craig Armstrong Date 06/10/19
6. Lin CHAPE Lin CHAPE Date 6/10/19
7. Daloma Jackson Daloma Jackson Date 6/11/19
8. JEFFREY KEITH JEFFREY KEITH Date 6-11-19
9. Davin Bentley Davin Bentley Date 6-12-18
10. Alex Modli Alex Modli Date 6-25-19
11. \_\_\_\_\_ Date \_\_\_\_\_
12. \_\_\_\_\_ Date \_\_\_\_\_
13. \_\_\_\_\_ Date \_\_\_\_\_
14. \_\_\_\_\_ Date \_\_\_\_\_
15. \_\_\_\_\_ Date \_\_\_\_\_
16. \_\_\_\_\_ Date \_\_\_\_\_

June 4, 2019

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Location: 115 W 2<sup>nd</sup> St S., Newton - (directly west of US Bank)

Please sign this if you support:

Address

1. Jan Paulson 7036 4th St S Newton, Ia Date 6-6-19
2. Roy W Robinson 515 S. 5th Ave W. <sup>Newton</sup> IA Date 6-6-19
3. Carroll Broderick 1079 Meadowbrook Date 6-6-19
4. Jean Schmed 228 W 14th St S Newton Date 6-6-19
5. Donald G. Pickett 807 E. 8th St. S. Newton Date 6-6-19
6. Royal Beyal 2315 Hwy F 48 W Date 6-6-19
7. Debbie Prodergast 518 E 5th St Newton Date 6-7-19
8. \_\_\_\_\_ Date \_\_\_\_\_
9. \_\_\_\_\_ Date \_\_\_\_\_
10. \_\_\_\_\_ Date \_\_\_\_\_
11. \_\_\_\_\_ Date \_\_\_\_\_
12. \_\_\_\_\_ Date \_\_\_\_\_
13. \_\_\_\_\_ Date \_\_\_\_\_
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16. \_\_\_\_\_ Date \_\_\_\_\_

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Location: 115 W 2<sup>nd</sup> St S., Newton - (directly west of US Bank)

Please sign this if you support:

1. Eileen L. Grant 2452 N 4th Ave W Date 6/5/19
2. Kersti Logan 520 W 3rd St S Date 6/5/19
3. Danielle Simko 603 S 14th Ave W Date 6/5/19
4. Rosina Salas 4546 N. 83rd Ave E. Newton Date 6/5/19
5. Megan 641 840 8758 Date 6/5/19
6. Ari Osborn 1010 W 4th St S Newton Date 6/5/19
7. Julia Lundquist 3173 Hwy T12 N Date 6-5-19
8. Rijk Roush 3173 Hwy T12 N Date 6-5-19
9. Cindy Sell 5477 Hwy T12 N Date 6-6-19
10. Mary Herrington 1124 W. 7th St. S Date 6-6-19
11. Suziey Modlin Date 6-6-19
12. Sharon Wanders Date 6-10-19
13. Carol Wolfgram Date 6/7/19
14. Tiffany Thomas Date 6/7/19
15. Leah Thomas Date 6-7-19
16. Ray G Date 6-8-19

17. Julie Creech Date 6/18/19
18. Lee Cochran Date 6/19/19
19. Roda Daniels Date 6/19/19
20. Yanny Lee Cochran Date 6/25/19
21. Shelby Cochran Date 6-25-19
22. Jesse Cochran Date 6-26-19
23. Christina Dan Date 6-26-19
24. Jason Dan Date 6-26-19
25. Angie Inge Date 7/4/19
26. Michelle Date 7-4-19
27. John Inge Date 7-4-19
28. Bonnie Holder Date 7-4-19
29. Ciara Holder Date 7-4-19
30. Melody Rytker Date 7-5-19
31. Becky Gray Date 7-5-19
32. \_\_\_\_\_ Date \_\_\_\_\_
33. \_\_\_\_\_ Date \_\_\_\_\_
34. \_\_\_\_\_ Date \_\_\_\_\_
35. \_\_\_\_\_ Date \_\_\_\_\_
36. \_\_\_\_\_ Date \_\_\_\_\_
37. \_\_\_\_\_ Date \_\_\_\_\_
38. \_\_\_\_\_ Date \_\_\_\_\_
39. \_\_\_\_\_ Date \_\_\_\_\_
40. \_\_\_\_\_ Date \_\_\_\_\_



Parking lot behind  
Mid Rite

July 18<sup>th</sup> 2018

7/18/2018

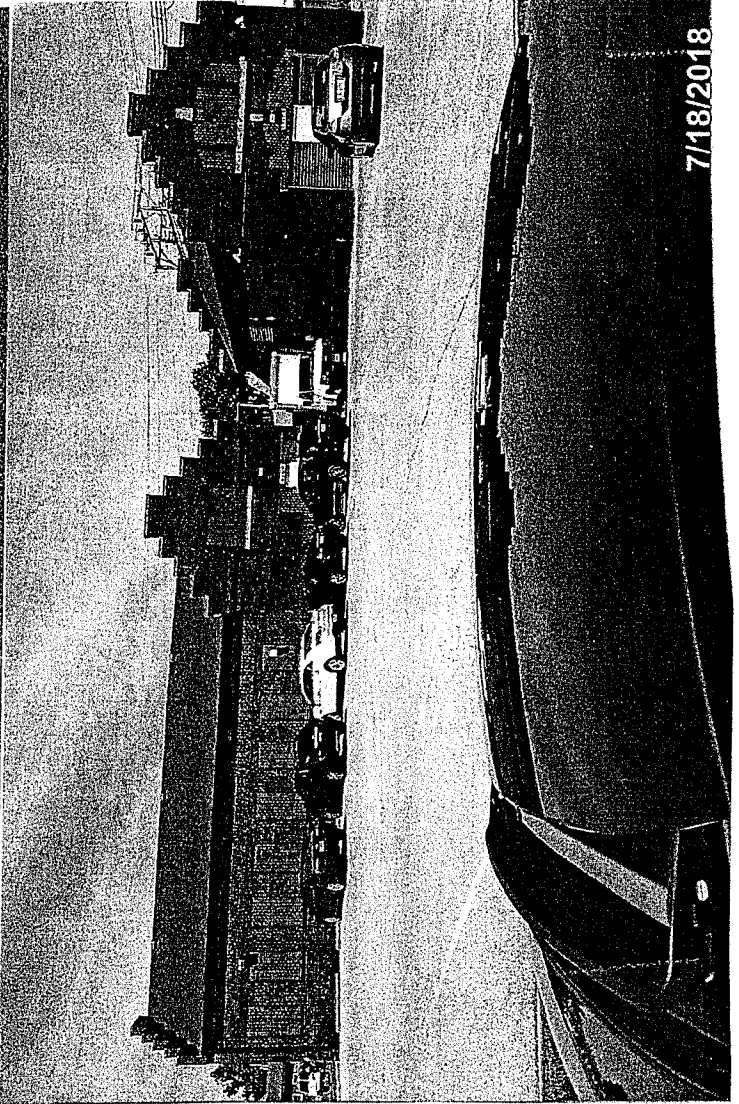
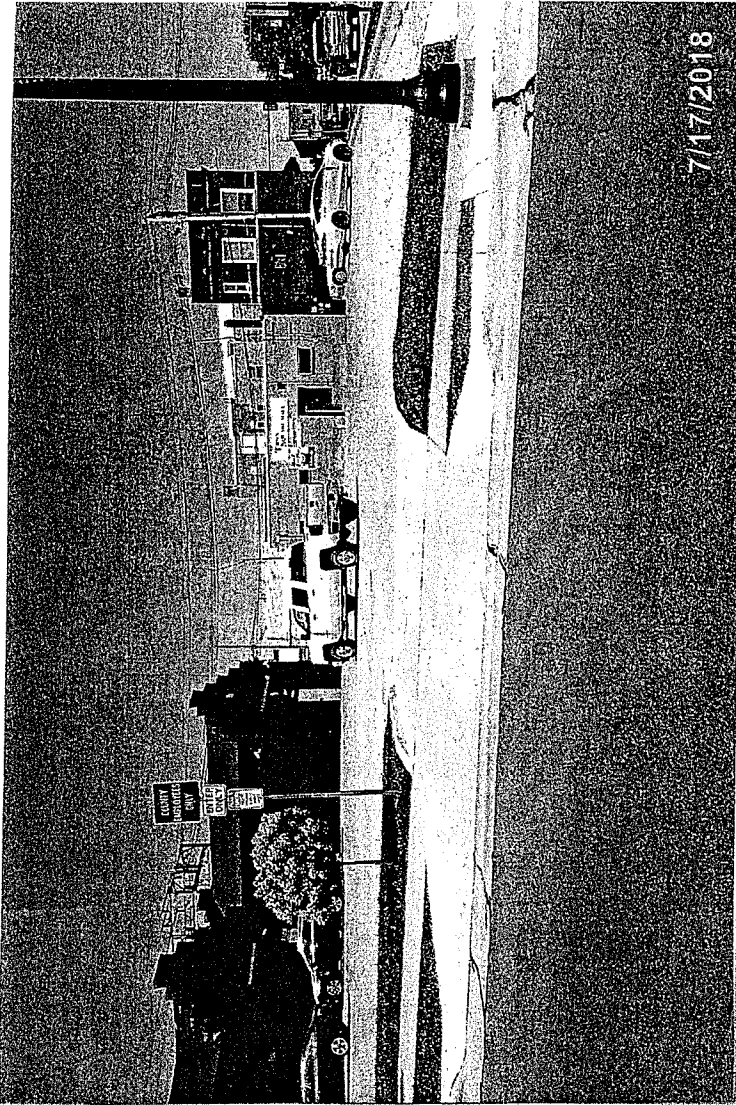
7/18/2018

2018

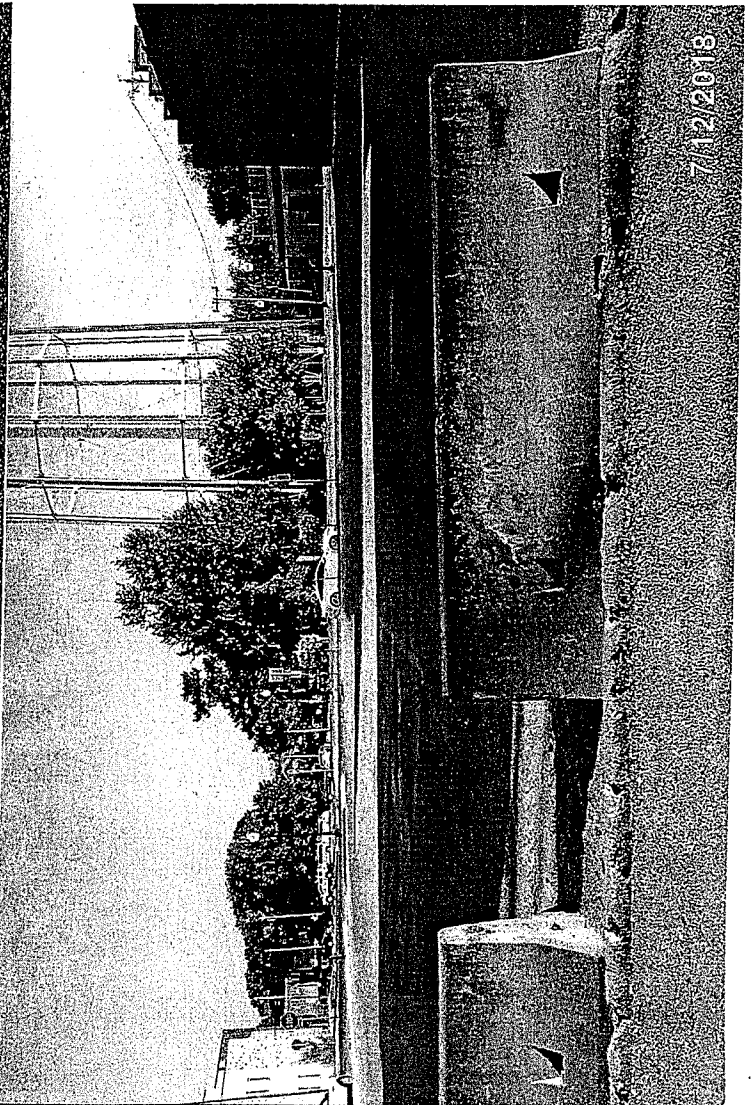
July 17<sup>th</sup> 2018  
Tuesday ⑤ CARS

Comparison #2

July 18<sup>th</sup> 2018  
Wednesday ⑩ CARS



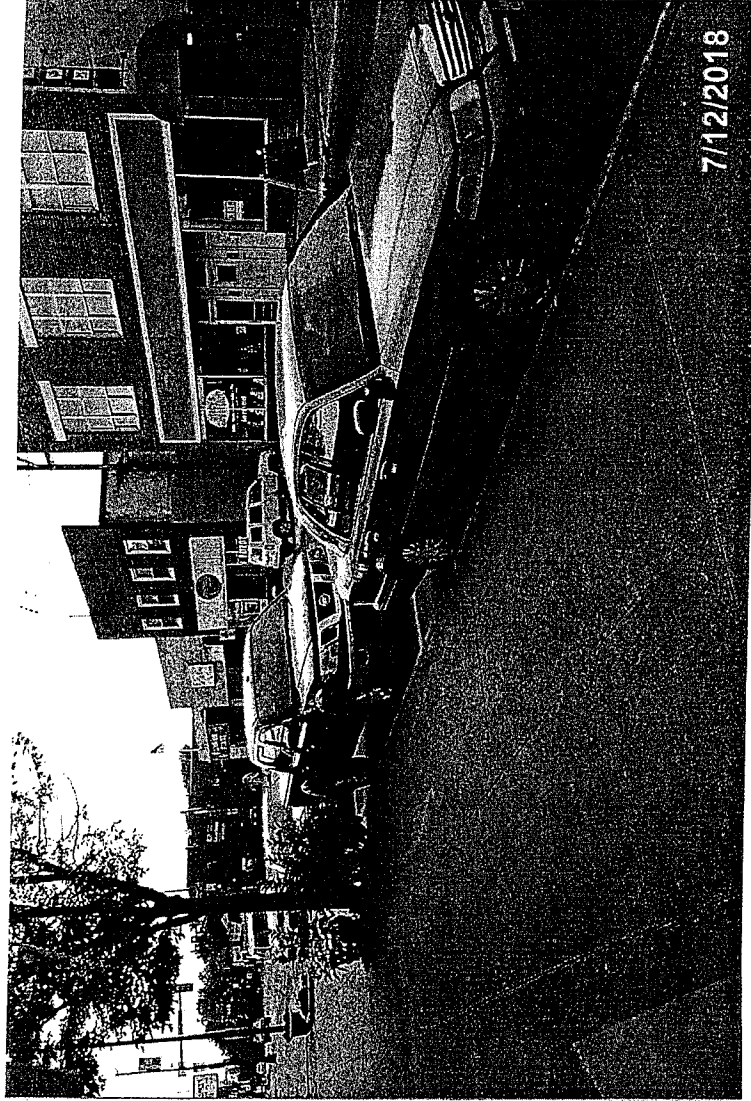
July 12<sup>th</sup> 2018  
Thursday 0 cars



July 12<sup>th</sup> 2018  
1st Ave W street parking

Thursday

Comparison #1



Tuesday, July 16, 2019, the Jasper County Board of Supervisors met in regular session at 9:30am with Supervisors Carpenter, Talsma & Cupples present; Chairman Carpenter presiding.

Motion by Talsma seconded by Cupples to amend the agenda to include Hiring Resolution for the Assessor's office.

YEA: TALSMA, CUPPLES, CARPENTER

Veterans Affairs, Kurt Jackson, presented the Quarterly Report.

Motion by Talsma seconded by Cupples to approve the Veterans Affairs Quarterly Report.

YEA: CARPENTER, TALSMA, CUPPLES

Sheriff Halferty presented Deputy Appointments for Deputies MaKennah Walters & Colton Schwenke.

Motion by Cupples seconded by Talsma to accept the Deputy Appointment for MaKennah Walters and Colton Schwenke.

YEA: CUPPLES, TALSMA, CARPENTER

Engineer Russ Stutt presented the DOT Agreement for Rock Creek Park Maintenance.

Motion by Cupples seconded by Talsma to approve the DOT Agreement for Rock Creek Park Maintenance.

YEA: TALSMA, CARPENTER, CUPPLES

Planning & Zoning Nick Fratzke informed the Board about the 28-E Agreement with the City of Monroe that he has been working on.

Motion by Cupples seconded by Talsma to adopt Resolution 19-57, Transfer Order #1421, in the amount of \$24,449.13 from the General Basic Fund to the Secondary Roads Fund.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma seconded by Cupples to adopt Resolution 19-58, Transfer Order #1422 in the amount of \$270,104.16 from the Rural Services Fund to the Secondary Roads Fund.

YEA: TALSMA, CARPENTER, CUPPLES

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

Motion by Talsma seconded by Cupples to adopt Resolution 19-59, Transfer Order #1423 in the amount of \$1,446,604.06 from the Local Option Sales Services Tax Fund to the General Basic Fund.

YEA: CUPPLES, TALSMA, CARPENTER

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

Motion by Talsma seconded by Cupples to adopt Resolution 19-60, Transfer Order #1424 in the amount of \$300,000.00 from the General Basic Fund to the Secondary Roads Fund.

YEA: TALSMA, CARPENTER, CUPPLES

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

Motion by Talsma seconded by Cupples to adopt Resolution 19-61, Transfer Order #1425 in the amount of \$4,873.00 from the General Basic Fund to the Attorney Collections Fund.

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Cupples seconded by Talsma to approve the Recorders Monthly Report for June 2019.

YEA: CUPPLES, TALSMA, CARPENTER

Motion by Cupples seconded by Talsma to approve Board of Supervisors Minutes for 7/09/2019 & 07/11/2019.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples seconded by Carpenter to appoint Brandon Talsma & Caitlyn Otto to the Local Housing Trust Fund Board.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Talsma seconded by Cupples to adopt Hiring Resolution 19-62, certifying the following appointment to the Auditor for payroll purposes.

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Assessor	Appraiser	Katherine Thompson	\$19.92	Hire-in rate	7/16/2019

YEA: TALSMA, CUPPLES, CARPENTER

During public comments, Mark Tinnemeyer of the South Skunk Blues Society, Maytag Bowl Full of Blues, requested the use of the Armory parking lot on Sunday September 1, 2019 for band parking.

Motion by Talsma seconded by Cupples to allow the South Skunk Blues Society parking at the Armory on Sunday, September 1, 2019 for their Maytag Bowl Full of Blues.

YEA: TALSMA, CARPENTER, CUPPLES

Motion by Cupples seconded by Talsma to open the Closed Session.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma seconded by Cupples to adjourn the Tuesday, July 16, 2019 meeting of the Jasper County Board of Supervisors.

YEA: TALSMA, CARPENTER, CUPPLES

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Teresa Arrowood, Deputy Auditor

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Denny Carpenter/Chairman