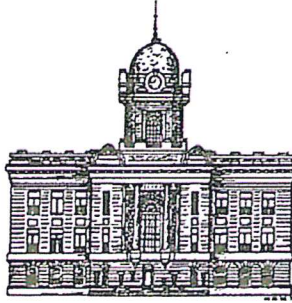


Jasper County, Iowa

Denny Carpenter

Doug Cupples

Brandon Talsma



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

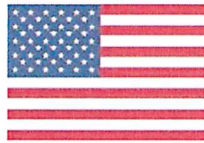
JASPER COUNTY BOARD OF SUPERVISORS MEETING AGENDA

www.jasperia.org

February 16, 2021

9:30 a.m.

Pledge of Allegiance



You may still physically attend the Jasper County Supervisors Meeting, as the County will continue to follow the COVID-19 Guidelines for social distancing. However, you may also attend the meeting by joining us via "Live Stream" at <https://jasper.zoom.us/j/97359363980>. Please use the **Meeting ID: 973 5936 3980**. You may also dial in at **+1-312-626-6799**, using the same meeting ID.

- Item 1 Public Hearing – Kevin Luettters**
 - a) Rezone of Colfax Tractor, LLC, first reading

- Item 2 Community Development – Kevin Luettters**
 - a) Parkview Animal Hospital Kenneling Agreement

- Item 3 Adrienne – Iowa Legal Aid**
 - a) Property Tax Suspension for Phillip Elliott

- Item 4 Information Technology – Ryan Eaton**
 - a) Annual Microsoft 365 Renewal

- Item 5 Landfill 28E**

- Item 6 Approval of Claims paid through 02/16/2021**

- Item 7 Approval of Board of Supervisors minutes for 02/09/21**

- Item 8 Board Appointments**

PUBLIC INPUT & COMMENTS

- Item 9 Budget Workshop**
 - 10:00 Library
 - 10:10 DHS
 - 10:20 JEDCO
 - 10:30 HIRTA
 - 10:45 Board of Health
 - 11:00 Human Resources
 - 11:15 Board of Supervisors

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
116 W 4th St S Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

Rezone Request

Case File: R-2021-01

Date: 1/28/21

Set public hearing dates for the rezone of Colfax Tractor LLC, 10447 Field Ave, Colfax, IA 50054

Dates for Hearings: 2/16/2021, 2/23/2021, 3/3/2021

Request to rezone from "Agricultural" to "General Industrial" and from "Commercial" to "General Industrial" by Colfax Tractor LLC.

Parcels going from Commercial to General Industrial

- Parcel 0636100006 SECTION:36 TOWNSHIP:80 RANGE:21LOT D NE NWVIN 70143708 containing approximately 8.53 Acres
- Parcel 0636100007 SECTION:36 TOWNSHIP:80 RANGE:21LOT C NE NW EX S 200'OF E 264'VIN HU2399F containing approximately 7.64 Acres
- Parcel 0636100018 COLFAX TRACTOR PARTS SD PARCEL B OF LOT 1 containing approximately 1.0 acres
- Parcel 0636100022 COLFAX TRACTOR PARTS SD PARCEL G OF LOT 1 containing approximately 2.52 acres

Parcels going from Agricultural to General Industrial

- Parcel 0636100008 SECTION:36 TOWNSHIP:80 RANGE:21LOT B NE NW containing approximately 7.54 acres
- Parcel 0636100013 SECTION:36 TOWNSHIP:80 RANGE:21SOUTH 1/2 OF WEST 1ACRE NW NE & LOT ANE NW EX SOUTH 2.5ACRES containing approximately 8.99 acres
- Parcel 0636100011 SECTION:36 TOWNSHIP:80 RANGE:21SOUTH 2.5 ACRES LOT ANE NWVIN 70143708 containing approximately 2.5 acres
- Parcel 0636200004 SECTION:36 TOWNSHIP:80 RANGE:21WEST 500' SW NE &WEST 500' NW SE NORTHOF HWY containing approximately 22.62 acres
- Parcel 0636200010 SECTION:36 TOWNSHIP:80 RANGE:21WEST 1 ACRE NW NE EXSOUTH 1/2 containing approximately .5 acres



Kevin Luettgens
Director of Community Development

JASPER COUNTY COMMUNITY DEVELOPMENT
ANIMAL HOUSING AGREEMENT

THIS ANIMAL HOUSING AGREEMENT (“Agreement”) by and between Jasper County Animal Control, a Division of Jasper County Community Development, Iowa (“County”) and Parkview Animal Hospital (“Veterinarian”).

WITNESSETH:

WHEREAS The County has the primary responsibility to enforce animal control within its County limits and boundaries. *See* Iowa Code Chapter 351; *see* Jasper County Ordinance #66 Animal Control;

WHEREAS Veterinarian is in the business of providing veterinary and housing services to dogs, cats, and various other animals;

WHEREAS This Agreement sets out the terms and conditions by which the County engages Veterinarian to provide housing for dogs and cats which the County identifies as needing such housing in the course of providing animal control within the County limits and boundaries;

Now, therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereby agree as follows:

1. **SCOPE OF SERVICES TO BE PROVIDED BY VETERINARIAN.**

- a. **Premises.** Veterinarian is located at **2012 1st Ave E, Newton, Iowa 50208**. Veterinarian agrees to provide one (1) climate-controlled kennel for the County’s exclusive use at all times during the term of this Agreement, and to provide such additional kennels as may from time to time be needed by the County.
- b. **Care of Impounded Animals.** For each animal that is placed for housing with Veterinarian, Veterinarian agrees to provide and ensure each such animal has adequate food and water, necessary vaccinations, and emergency medical care, and is otherwise placed in safe and sanitary conditions.
- c. **Length of Impoundment.** Unless another duration is directed by the Jasper County Community Development Director or required by County Ordinance, Veterinarian agrees to house impounded animals for a period of seven (7) days and to house quarantined animals for a period of ten (10) days. In the case of stray animals, such animals shall be transported and surrendered to the Animal Rescue League of Iowa if unclaimed after a period of seven (7) days. County shall make all arrangements for such transportation and surrender with the Animal Rescue League of Iowa.
- d. **Intake Processing and Reclaiming Animals; Document Retention.** Veterinarian shall be responsible for providing all intake forms for approved Jasper County Community Development staff to fill out and complete at the time of delivery of an animal to Veterinarian. Likewise, Veterinarian shall be responsible for preparing reclamation paperwork, including declaration of ownership documents and

reclamation receipts. Veterinarian shall require proof of ownership and declaration of ownership prior to returning the animal. All forms and declarations required by this provision shall be subject to review and approval by the director of Jasper County Community Development. Veterinarian agrees to maintain complete files for each animal delivered to Veterinarian pursuant to this Agreement,

- e. Right of Entry. Only approved Jasper County Community Development staff shall have the right to enter, and shall be provided access to, the Kennel Room at any and all times in order to place impounded animal in kennels with Veterinarian. County to notify Parkview immediately of any staff changes.

2. **TERM and EARLY TERMINATION**

- a. Term. Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall run for a period of one (1) year.
- b. Early Termination. This Agreement may be terminated early, consistent with the provisions listed below.
 - i. *For County's Convenience*. This Agreement is for the convenience of the County and, as such, may be terminated without cause after providing written notice, via regular mail or electronic mail, to Veterinarian. Upon termination for convenience, Veterinarian shall be paid for all undisputed services performed to the termination date but shall have no right to any further sums after such date.
 - ii. *For Cause*. Either party may terminate this Agreement for cause effective upon thirty (30) days' prior written notice to the other party. Cause shall mean material breaches and events of default, as described herein below.

3. **EVENTS OF DEFAULT/BREACH AND REMEDIES**

- a. Termination for Cause - Events of Default and Breach.

VETERINARIAN.

Veterinarian may terminate this Agreement upon the occurrence of an event of default caused by one or more of the County's actions or inactions as follows below:

- (1) the County fails to pay any sum payable hereunder within ninety (90) days after same is due and payable; or
- (2) the County fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than ninety (90) days after written notice thereof from the party claiming the occurrence of an event of default. Upon receipt of such written notice, such party shall promptly undertake such actions as may be necessary to cure the claimed default.

- ii. *County*. The County shall have the right to terminate this Agreement immediately upon written notice upon the occurrence of an event of default caused by one or more of Veterinarian's actions or inactions, as follows below:
- (1) admit in writing its inability to pay its debts as they become due;
 - (2) file a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is not contested and discharged within sixty (60) days;
 - (3) make an assignment for the benefit of creditors;
 - (4) consent to an appointment of a trustee or receiver for all or a major portion of its property;
 - (5) be adjudicated a Bankrupt or insolvent under any Federal or State law;
 - (6) suffer the entry of a Court Order under any Federal or State Law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

b. Remedies.

- i. The parties shall have the right to pursue all remedies available at law or in equity.
- ii. Upon termination or expiration, all further obligations of the parties hereunder shall terminate except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation, obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the County, and to maintain and disclose records, audits, and reports.

4. COMPENSATION

a. Housing Services.

- i. *Compensation.* As compensation to Veterinarian for providing the Services as described in this Agreement, County shall pay Veterinarian a fixed rate of twenty dollars (\$20.00) per day for one (1) kennel reserved exclusively to the County, for a total fixed sum of \$7,300.00 per year. In the event that the County shall need and utilize any additional kennels, the County shall pay to Veterinarian a sum of \$20.00 per day for each kennel utilized.
 - ii. *Billing Frequency.* Veterinarian shall bill County once monthly for the services provided in the preceding month. The fixed sum of \$7,300.00 per year for the one (1) kennel set aside for the County's exclusive use shall be billed on a prorated basis in twelve equal installments, with \$608.34 being due and payable for each month that this Agreement is in effect, unless earlier terminated pursuant to the provisions of this Agreement. The County shall issue payment to Veterinarian within forty-five (45) days of receipt of Veterinarian's invoice.
 - iii. *Reimbursement.* In the event Veterinarian is invoiced or charged for Animal Rescue League of Iowa transportation fees, County shall reimburse Veterinarian for such fees. Any such fees shall be set forth in the next invoice submitted to the County immediately following the month in which the charges were assessed by the Animal Rescue League of Iowa. Supporting documentation reflecting such charges shall be submitted along with such invoices.
- b. Reconciliation. In the event that the compensation paid/withdrawn is determined to be incorrect after review, Veterinarian shall promptly remit to the County any excess amount which was paid, or the County shall promptly pay the shortfall, as the case may be. Obligations of the Parties to pay amounts owed herein and in any other provision of this Agreement shall survive the termination of this Agreement.

5. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Veterinarian covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to; (i) claims of property damage; (ii) claims of personal injury to Veterinarian, Veterinarian's employees, agents, or subcontractors; or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian in its performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at

law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of Veterinarian.

Veterinarian further covenants and agrees to obtain the necessary insurance as required by this contract to effectuate this Hold Harmless clause, and shall name the County as an additional insured on all applicable insurance and indemnification.

6. ASSIGNMENT

Veterinarian is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Veterinarian's right, title, or interest in this Agreement, or Veterinarian's power to execute this Agreement, to any other person or entity without the previous consent in writing of the County.

7. NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the County and Veterinarian.

8. GOVERNMENTAL COMPLIANCE

Veterinarian shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

9. LICENSES AND PERMITS

Veterinarian shall obtain at Veterinarian's own expense all licenses or permits required for Veterinarian's services or work under this Agreement, prior to the commencement of Veterinarian's services or work.

10. FORCE MAJEURE

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

11. AGREEMENT MODIFICATIONS

This Agreement may be modified only by a written amendment authorized by the Jasper County Board of Supervisors.

12. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. CLAUSES REQUIRED BYLAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement and shall have the full force and effect of law.

14. REPRESENTATIONS & WARRANTIES

Veterinarian represents and warrants to the City the following: (i) Veterinarian has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Veterinarian and constitutes a valid and binding obligation of Veterinarian, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the internal laws of the State of Iowa, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Jasper County, Iowa, and Veterinarian consents to such exclusive jurisdiction.

16. NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

18. NOTICES

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to the County, to:

JASPER COUNTY
COMMUNITY
DEVELOPMENT
116 West 4th St
Newton, IA 50208

If to

VETERINARIAN,

to:

PARKVIEW ANIMAL
HOSPITAL
2012 1st Ave E,
Newton, Iowa 50208

(signature page follows)

JASPER COUNTY BOARD OF SUPERVISORS

Chairman: _____

Date: _____

PARKVIEW ANIMAL HOSPITAL

Name: 

Title: owner

Date: 2/11/71



QUOTE
as of 2/12/2021

Bill to:

Jasper County, IA
2300 Law Center Drive
Newton, IA 50208

Ship to:

Jasper County, IA
2300 Law Center Drive
Newton, IA 50208

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	20.00	103	\$24,720.00
Exchange Online Plan 1	3MS-00001	12	4.00	105	\$5,040.00
Azure AD Prem P1	MQM-00001	12	5.70	3	\$205.20
Defender (ATP) Plan 1	3GU-00001	12	2.00	208	\$4,992.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: \$34,957.20

*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

Pricing Information:

- All prices are displayed in United States Dollars.

-
- Product and pricing data are updated frequently and may change without notice.
 - Pricing valid for 14 days
 - License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
 - License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Jasper County, IA** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection;

Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

February 9, 2021

Tuesday, February 9, 2021 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. Supervisors Talsma, Carpenter and Cupples present and accounted for; Chairman Cupples presiding.

Motion by Talsma and seconded by Carpenter to adopt Resolution 21-15 a hiring resolution certifying the following 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>
Secondary Roads	Skilled Laborer	Josh Britton	\$22.74	Hire-In Rate Union Scale	02/09/2021

YEA: CARPENTER, TALSMA, CUPPLES

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

Motion by Talsma and seconded by Carpenter to approve the annual VM Ware Software renewal with remote access in the amount of \$12,462.28 and an Executive Scope of Work to Upgrade from Flash to HTML in the amount of \$8,560, both with IP Pathways.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Carpenter and seconded Talsma by to adopt Resolution 21-16 to support the creation of an Economic Development District in Central Iowa.

YEA: TALSMA, CARPENTER, CUPPLES

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

Motion by Talsma and seconded by Carpenter to approve the Recorder's Monthly Report of the period beginning January 1, 2021 and ending January 31, 2021.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to approve Board of Supervisors minutes for 2/2/2021.

YEA: CARPENTER, TALSMA, CUPPLES

There were no Board appointments.

Motion by Talsma and seconded by Carpenter to enter Closed Session in accordance with Iowa Code Section 21.5(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent.

YEA: CARPENTER, TALSMA, CUPPLES

The Supervisors came back into regular session.

Motion by Talsma and seconded by Carpenter to give Attorney Alex Grasso the authority to negotiate on behalf of the County in a personal injury lawsuit presently involving the County.

YEA: CARPENTER, TALSMA, CUPPLES

Motion by Talsma and seconded by Carpenter to enter closed session, at the request of IT Director Ryan Eaton, for an employee evaluation in accordance with Iowa Code 21.5(i). To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered

when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

YEA: CARPENTER, TALSMA, CUPPLES

The Board returned to open session.

Motion by Talsma and seconded by Carpenter to adjourn the Tuesday, February 9, 2021 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, TALSMA, CUPPLES

Dennis K. Parrott, Auditor

Doug Cupples, Chairman