

Jasper County, Iowa Board of Supervisors

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

Denny Carpenter

Doug Cupples

Brandon Talsma

April 19, 2022

9:30 a.m.

www.jasperia.org

Live Stream: <https://jasper.zoom.us/j/97712718501>

Meeting ID: 977 1271 8501

Dial In: +1-312-626-6799

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

Pledge of Allegiance



Item 1

Public Hearing - Sheriff, John Halferty

- a) Master Services & Purchasing Agreement between Axon & Jasper County for new camera & taser systems

Item 2

Sheriff – John Halferty

- a) Advanced Correctional Healthcare Update
- b) IDEMIA Extension to Maintenance and Support Agreement

Item 3

Eligible Applicants Certified by the Jasper County Civil Service Commission

Item 4

Cornerstone Ceremony for the Administration Building – Wade Sheeler & Craig Davis

Item 5

Thunderstruck Over Iowa Speedway PGI Newton 2022 – Randy Ervin, Newton City Council

Item 6

Human Resources – Dennis Simon

- a) 2022-2023 Department Head Pay Plan
- b) 2022-2023 Salaried Pay Plan
- c) 2022-2023 Hourly Non-Bargaining Pay Plan
- d) Hiring Resolution for Secondary Roads, Skilled Laborer – Bret Wiggins

Item 7

Elderly Nutrition – Kelli Van Manen

- a) Aging Resources of Central Iowa FY22-23 Contract

Item 8

Conservation – Keri VanZante & Howrey Construction – Brian Madsen

- a) Agreement for use of Secondary Roads for Detours/Road Closures, Red Rock Prairie Trail Construction
 - a. West 86th St S
 - b. West 62nd Street S/South 104th Ave W

(Continued to Page 2)

- Item 9** **Community Development – Kevin Luetters**
 - a) Resolution Approving Plat of Keuning's Corner Subdivision

- Item 10** **Engineer – Michael Frietsch**
 - a) Resolution for Setting Policy for Alternative Dust Control

- Item 11** **Quit Claim Deed from Jasper County to City of Monroe – Dennis Parrott**

- Item 12** **Approval of Board of Supervisors Minutes for April 12, 2022**

PUBLIC INPUT & COMMENTS



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-359959-44658.788LY

Issued: 04/07/2022

Quote Expiration: 12/31/2021

EST Contract Start Date: 08/15/2022

Account Number: 134861

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-2300 Law Center Dr 2300 Law Center Dr Newton, IA 50208-8255 USA	Jasper County Sheriff's Office - IA 2300 Law Center Dr Newton, IA 50208-8255 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Yost Phone: Email: lyost@axon.com Fax:	Phone: 641-792-5912 Email: bshutts@jaspersheriff.org Fax: 641-791-2237

Program Length	60 Months
TOTAL COST	\$281,384.50
ESTIMATED TOTAL W/ TAX	\$281,384.50

Bundle Savings	\$54,705.80
Additional Savings	\$0.00
TOTAL SAVINGS	\$54,705.80

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jul, 2022	\$56,276.90
Year 2	Jul, 2023	\$56,276.90
Year 3	Jul, 2024	\$56,276.90
Year 4	Jul, 2025	\$56,276.90
Year 5	Jul, 2026	\$56,276.90

Quote Details

Bundle Summary			
Item	Description		QTY
AB3C	AB3 Camera Bundle		38
AB3MBD	AB3 Multi Bay Dock Bundle		5
BWCUwTAP	BWC Unlimited with TAP		38
DynamicBundle	Dynamic Bundle		1

Bundle: AB3 Camera Bundle Quantity: 38 Start: 8/15/2022 End: 8/14/2027 Total: 26562 USD			
Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	38
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	42
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	42

Bundle: AB3 Multi Bay Dock Bundle Quantity: 5 Start: 8/15/2022 End: 8/14/2027 Total: 7694.5 USD			
Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	5
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5

Bundle: BWC Unlimited with TAP Quantity: 38 Start: 8/15/2022 End: 8/14/2027 Total: 202920.01 USD			
Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	38
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	38
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	39
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	38
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	39
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	152

Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1
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Bundle: Dynamic Bundle Quantity: 1 Start: 8/15/2022 End: 8/14/2027 Total: 44208 USD

Category	Item	Description	QTY
Other	75015	SIGNAL SIDEARM KIT	38
Other	73449	RESPOND DEVICE LICENSE	38
Other	85144	AXON STARTER	1
Other	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	76
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Other	73682	AUTO TAGGING LICENSE	38

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/7/2022



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-359954-44606.713LY

Issued: 02/14/2022

Quote Expiration: 12/31/2021

EST Contract Start Date: 08/15/2022

Account Number: 134861

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-2300 Law Center Dr 2300 Law Center Dr Newton, IA 50208-8255 USA	Jasper County Sheriff's Office - IA 2300 Law Center Dr Newton, IA 50208-8255 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Yost Phone: Email: lyost@axon.com Fax:	Brad Shutts Phone: 641-792-5912 Email: bshutts@jaspersheriff.org Fax: 641-791-2237

Program Length	60 Months
TOTAL COST	\$346,070.00
ESTIMATED TOTAL W/ TAX	\$346,070.00

Bundle Savings	\$120,389.44
Additional Savings	\$0.00
TOTAL SAVINGS	\$120,389.44

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jul, 2022	\$69,214.00
Year 2	Jul, 2023	\$69,214.00
Year 3	Jul, 2024	\$69,214.00
Year 4	Jul, 2025	\$69,214.00
Year 5	Jul, 2026	\$69,214.00

Quote Details

Bundle Summary			
Item	Description		QTY
CoreBWC	2021 Core BWC		8
DynamicBundle	Dynamic Bundle		1
Core+	2021 Core+		30

Bundle: 2021 Core BWC Quantity: 8 Start: 8/15/2022 End: 8/14/2027 Total: 57120.01 USD			
Category	Item	Description	QTY
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	8
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	8
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	8
Respond License	73449	RESPOND DEVICE LICENSE	8
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8
Auto Tagging	73682	AUTO TAGGING LICENSE	8
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	8
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	24
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	8
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	16
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	9
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	9
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1

Bundle: Dynamic Bundle Quantity: 1 Start: 8/15/2022 End: 8/14/2027 Total: 2750 USD			
Category	Item	Description	QTY
Other	85144	AXON STARTER	1

Bundle: 2021 Core+ Quantity: 30 Start: 8/15/2022 End: 8/14/2027 Total: 289642.06 USD

Category	Item	Description	QTY
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	30
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	30
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	30
Respond License	73449	RESPOND DEVICE LICENSE	30
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	30
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4
Auto Tagging	73682	AUTO TAGGING LICENSE	30
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	31
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	90
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	31
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	60
Holsters	20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	30
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	30
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	90
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	90
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	30
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	60
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	60
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	36

Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	60
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	60
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	30
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	30
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	33
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	33
Dock	74210	AXON BODY 3 - 8 BAY DOCK	4
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4
Other	80395	EXT WARRANTY, TASER 7 HANDLE	30
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	36
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/14/2022



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Jasper County Sheriff's Office
Attn: Lt. Brad Shutts
Street Address: 2300 Law Center Dr
City, State, Zip: Newton, IA 50208
Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

AGENCY:

Jasper County Sheriff's Office

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENCY:

Jasper County Board of Supervisors

Signature: _____

Name: _____

Title: _____

Date: _____

Attest:

Dennis K. Parrott, Auditor

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:



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System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency



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TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form (“**Acceptance Form**”) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.
-



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 13.0

Release Date: 3/31/2021



Master Services and Purchasing Agreement

- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
-

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-361594-44606.694LY

Issued: 02/14/2022

Quote Expiration: 12/31/2021

EST Contract Start Date: 11/01/2022

Account Number: 134861

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-2300 Law Center Dr 2300 Law Center Dr Newton, IA 50208-8255 USA	Jasper County Sheriff's Office - IA 2300 Law Center Dr Newton, IA 50208-8255 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Yost Phone: Email: lyost@axon.com Fax:	Brad Shutts Phone: 641-792-5912 Email: bshutts@jaspersheriff.org Fax: 641-791-2237

Program Length	60 Months
TOTAL COST	\$243,360.01
ESTIMATED TOTAL W/ TAX	\$243,360.01

Bundle Savings	\$22,717.91
Additional Savings	\$0.00
TOTAL SAVINGS	\$22,717.91

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2022	\$48,672.00
Year 2	Oct, 2023	\$48,672.00
Year 3	Oct, 2024	\$48,672.00
Year 4	Oct, 2025	\$48,672.00
Year 5	Oct, 2026	\$48,672.00

Quote Details

Bundle Summary			
Item	Description		QTY
Fleet3B+TAP	Fleet 3 Basic + TAP		24

Bundle: Fleet 3 Basic + TAP				Quantity: 24	Start: 11/1/2022	End: 10/31/2027	Total: 243360.01 USD
Category	Item	Description		QTY			
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE		48			
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE		24			
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT		24			
SIM	72048	FLEET SIM INSERTION, ATT		24			
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		12			
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		12			
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT		12			
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		24			
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT		24			
Axon Signal Unit	70112	AXON SIGNAL UNIT		24			
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		24			
Other	80495	EXT WARRANTY, FLEET3, 2 CAMERA KIT		24			
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT		24			

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/14/2022



Jasper County, Iowa 3/15/2022

Prices will increase after 60 days.	Current 7/1/2021-6/30/2022	Proposed 3.22% Renewal 7/1/2022-6/30/2023	Proposed 0% Renewal 7/1/2022-6/30/2023
Annual Price	\$53,356.93	\$55,075.03	\$45,356.93
Monthly Price	\$4,446.41	\$4,589.59	\$3,779.74
Average Daily Population	40-county 0-non-county		
Per Diem Rate	\$0.33	\$0.52	
Prescriber	One time every other week + unlimited 24/7/365 on-call by phone		
Nursing	6 hr/wk		
On-call Qualified Mental Health Professional (QMHP) (minimum Master's level)	\$150 per contact via tele-health <i>Responsiveness depends upon amount of notice given</i>		
Pool <i>Effective 12/31/22, ACH will stop providing pools for free. You may remove your pool or keep it. To keep it, we will charge a 5% TPA fee.</i>	\$8,000 per year for drugs <i>Prices are at cost. ACH does not "mark up" drugs.</i>		No Pool <i>County pays directly (\$8,000 reduction)</i>
Medical Supplies (disposable)	ACH pays		
TB Skin Tests	ACH pays		
Officer Training Spark Training, LLC	Included <i>On-site and online LMS (learning management system)</i>		
Officer Wellness	Included <i>CIERR Program (Critical Incident Employee Rapid Response)</i>		
Medical Claims Re-pricing (bill scrubbing)	Included upon request for a % of savings		
Mental Health First Aid (MHFA) Certification Training	Included for your officers <i>MHFA is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis.</i>		
RubiconMD	Included <i>ACH's team will have access to eConsults, which enable them to discuss patient cases with specialists before sending patients off-site (if appropriate).</i>		
Telehealth (upon request)	Included		
DetainEMR Advanced Inmate Medical Management, LLC	Not Included <i>Hardware, software, software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited</i>		

Proposal agreed to by: Sign: _____ Print: _____ Date: _____

Attest: _____ Print: _____ Date: _____
Dennis Parrott, Auditor

For additional information, please contact:
Dave Tedrow (Retired – Anoka County MN), Program Consultant
612.747.7056 / David.Tedrow@advancedch.com



5515 E. La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

April 11, 2022

Wendy Hecox
Jasper County Sheriff's Office
2300 Law Center Drive
Newton IA, 50208
Whecox@jaspersheriff.org
(641) 791-7081

RE: Extension to Maintenance and Support Agreement # 003484-001

Dear Wendy Hecox,

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Jasper County Sheriff's Office Maintenance and Support Agreement** for the period **June 17, 2022, through June 16, 2023**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at helen.bakkers@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2989 or e-mail helen.bakkers@us.idemia.com. Thank you in advance.

Thank you,

Helen Bakkers
Maintenance Agreement Specialist
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

JASPER COUNTY SHERIFF'S OFFICE

Signed by: _____

Signed by: _____

Printed Name: Casey Mayfield

Printed Name: _____

Title: Vice President

Title: _____

Date: 4/11/2022

Date: _____

Attest: _____

Dennis Parrott, Auditor

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 003484-001

CUSTOMER: Jasper County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
ELSA-D	LiveScan Station Cabinet Tenprint/Palmprint	IATPE025	1
Printer	Lexmark	IATPELX025	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 003484-001

Date April 11, 2022

New Term Effective Start June 17, 2022

End June 16, 2023

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- > Customer Orders & Replaces Parts
- > Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

- Users Conference Attendance** (\$4,345 per Attendee) Year: 2022 Number Attendees Requested 0

Included in Registration Fee:

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

Not included in Registration Fee:

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

\$ 0

GRAND TOTAL \$ 2,819.00

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

Jasper County Civil Service Commission
Pat Wallace, Chair
Leland Groves
Arie Scholten

Meeting was called to order on Saturday, March 19, 2022 at the Jasper County Armory. The committee members present were Pat Wallace and Leland Groves.

Leland made the motion to certify the one individual that Sheriff Halferty submitted to our committee. Pat Wallace second the motion.
The one individual being:

Leon Spataru

Motion carried.

Leland made the motion to adjourn the meeting. Pat Second the motion.
Motion carried.

Submitted By Pat Wallace

Pat Wallace, Chair
Jasper County Civil Service Commission

FILED
1977 MAR 22 AM 3:54
DENNIS K. PARROTT
JASPER COUNTY AUDITOR



April 8th, 2022

To the Jasper County Supervisors:

The city of Newton and Jasper County is proud to share that it has been awarded the 2022 PGI convention, **THUNDERSTRUCK OVER IOWA SPEEDWAY**. The 2022 convention will run from July 28th thru August 7th at the Iowa Speedway in Newton.

I would first like to explain who PGI is: The Pyrotechnics Guild International, Inc., founded in 1969, is an independent worldwide nonprofit organization of amateur and professional fireworks enthusiasts.

The PGI holds a week-long event held in early August, in a variety of US locations. It's been said that it's the most fun you can have in a week with fireworks. This convention has been held in such cities as Fargo-North Dakota, Gillette-Wyoming and Appleton-Wisconsin. Last year in Fargo there were over 1400 attendees. In 2022 at the PGI-Newton convention it is anticipated to have over 1600 attendees. These PGI members will come from over 40 of the 50 states as well as Australia and other international cities. For most PGI members this will be their first time in Newton and Jasper County.

The economic impact of hosting the PGI convention is estimated to be between 3.5 and 4 million dollars. The event will impact several Iowa Counties including Jasper, Polk and Poweshiek., This impact will come from over 800 hotel rooms, 420 campsites and Food and Beverage sales in these counties.

On top of the 8-day convention there will be three "Open to the Public Nights". The estimated attendance will be over 12,000 people across the three nights. (July 31, August 2 and August 5th). These 12,000 attendees will come from as far away as Minneapolis, Indianapolis and Oklahoma City just to witness some of the greatest Fireworks shows you will ever see.

As the chairman of the PGI-Newton/THUNDERSTRUCK OF IOWA SPEEDWAY steering committee, I am here today to ask for Jasper County's assistance of \$12,000.00. In the attached sheet you will see an overview of the convention and a cost breakdown. The monies you would designate to this event would go to ensure the safety of the Convention and the Public Nights.



Talking Points

- Estimated 3.5 – 4-million-dollar economic impact some have seen upwards of 5 million
- 300 plus campsites rented for 8-9 days including hotels 1700-2000 PGI members staying in the community in that timeframe July 31st – Aug 7, 2022
- 3 nights open to the public approximately 6 hrs. attempting to drive an attendance of 4-8k per public night with music entertainment and 90 min firework display.
- Any profit created from this event, after 50% goes to Iowa Speedway, will be donated to Jasper County non-profit organizations.

Public Safety and City Services Cost

- Newton Police Department 4 Officers / 1 Command Staff
 - \$2041.70 per public night = \$6,125.10
- Jasper County Sheriff Office 4 Deputies / 1 Command Staff
 - \$2197.76 per public night = \$6,593.28
- Iowa State Patrol 2 Troopers / 1 Command Staff I-80 Traffic Direction
 - \$1660.96 per public night = \$4,982.88
- Newton Fire Department 2 Fireman / 1 Command Staff
 - \$1528.00 per public night = \$4,584.00

Total Public Safety \$22,285.26 (\$11,576.16)

- Mercy One or Care Ambulance Grandstand Care Center
 - \$2,800.00 per public night = \$8,400.00
- Traffic Direction Cones Barricades etc.
 - \$1,500.00 labor & \$4,850.00 Material Rent = \$9,350.00

Total Additional \$17,750.00

Other City Expenses

- City Dump & Sewer
 - \$2,500.00 in tonnage fees
 - \$4,560.00 Sewer Dump Fees

Total \$7,060.00

\$47,095.26

Jasper County Salary Pay Plan for 2022-2023
Department Heads Only

Effective July 1, 2022

4% increase over the 2021-2022 pay scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range 6 DHP	\$35,057	\$35,968	\$36,907	\$37,881	\$38,865	\$39,880	\$40,925	\$42,002	\$43,111
Range 7 DHP	\$36,908	\$37,876	\$38,858	\$39,881	\$40,927	\$41,988	\$43,111	\$44,253	\$45,428
Range 8 DHP	\$38,873	\$39,899	\$40,955	\$42,005	\$43,113	\$44,254	\$45,431	\$46,643	\$47,891
Range 9 DHP	\$40,954	\$42,042	\$43,164	\$44,253	\$45,428	\$46,641	\$47,888	\$49,173	\$50,498
Range 10 DHP	\$43,162	\$44,318	\$45,508	\$46,639	\$47,888	\$49,173	\$50,498	\$51,862	\$53,265
Range 11 DHP	\$45,510	\$46,735	\$47,997	\$49,176	\$50,499	\$51,863	\$53,269	\$54,715	\$56,205
Range 12 DHP	\$47,995	\$49,294	\$50,634	\$51,862	\$53,265	\$54,712	\$56,202	\$57,738	\$59,317
Range 13 DHP	\$50,631	\$52,010	\$53,431	\$54,710	\$56,199	\$57,735	\$59,316	\$60,942	\$62,620
Range 14 DHP	\$53,434	\$54,895	\$56,403	\$57,738	\$59,317	\$60,946	\$62,623	\$64,350	\$66,131
Range 15 DHP	\$56,404	\$57,955	\$59,554	\$60,948	\$62,623	\$64,351	\$66,131	\$67,963	\$69,850
Range 16 DHP	\$59,553	\$61,199	\$62,896	\$64,350	\$66,128	\$67,962	\$69,848	\$71,793	\$73,796
Range 17 DHP	\$62,894	\$64,642	\$66,441	\$67,960	\$69,848	\$71,793	\$73,795	\$75,858	\$77,981
Range 18 DHP	\$66,443	\$68,295	\$70,205	\$71,795	\$73,796	\$75,860	\$77,985	\$80,172	\$82,426
Range 19 DHP	\$70,205	\$72,172	\$74,197	\$75,860	\$77,985	\$80,174	\$82,426	\$84,749	\$87,139
Range 20 DHP	\$74,195	\$76,280	\$78,430	\$80,171	\$82,425	\$84,747	\$87,138	\$89,600	\$92,137
Range 21 DHP	\$78,431	\$80,643	\$82,922	\$84,749	\$87,139	\$89,601	\$92,138	\$94,751	\$97,442
Range 22 DHP	\$82,922	\$85,270	\$87,687	\$89,601	\$92,138	\$94,751	\$97,442	\$100,215	\$103,070
Range 23 DHP	\$87,686	\$90,177	\$92,743	\$94,749	\$97,440	\$100,214	\$103,069	\$106,009	\$109,039
Range 24 DHP	\$92,745	\$95,387	\$98,672	\$100,215	\$103,070	\$106,620	\$109,040	\$112,161	\$115,373
Range 25 DHP	\$98,108	\$100,912	\$103,798	\$106,010	\$109,040	\$112,159	\$115,373	\$118,682	\$122,092
Range 26 DHP	\$103,797	\$106,770	\$109,833	\$112,158	\$115,370	\$118,680	\$122,089	\$125,600	\$129,217
Range 27 DHP	\$109,836	\$112,990	\$116,242	\$118,683	\$122,092	\$125,605	\$129,221	\$132,947	\$136,782
Range 28 DHP	\$116,238	\$119,587	\$123,033	\$125,601	\$129,220	\$132,943	\$136,781	\$140,733	\$144,804
Range 29 DHP	\$123,031	\$126,583	\$130,241	\$132,941	\$136,780	\$140,732	\$144,802	\$148,994	\$153,313

Approved by the Board of Supervisors on

Jasper County Salary Pay Plan for 2022-2023
Salaried Employees (Non Dept. Heads)

Effective July 1, 2022

4% increase over 2021-2022 pay plan

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range 6 SP	\$35,684	\$36,611	\$37,568	\$38,861	\$39,870	\$40,912	\$41,984	\$43,089	\$44,226
Range 7 SP	\$37,569	\$38,554	\$39,554	\$40,913	\$41,985	\$43,075	\$44,226	\$45,397	\$46,603
Range 8 SP	\$39,569	\$40,612	\$41,688	\$43,091	\$44,228	\$45,399	\$46,606	\$47,849	\$49,130
Range 9 SP	\$41,687	\$42,794	\$43,936	\$45,397	\$46,603	\$47,847	\$49,127	\$50,445	\$51,803
Range 10 SP	\$43,934	\$45,112	\$46,322	\$47,845	\$49,127	\$50,445	\$51,803	\$53,203	\$54,643
Range 11 SP	\$46,324	\$47,570	\$48,855	\$50,448	\$51,805	\$53,204	\$54,647	\$56,130	\$57,659
Range 12 SP	\$48,854	\$50,176	\$51,540	\$53,203	\$54,643	\$56,128	\$57,657	\$59,231	\$60,851
Range 13 SP	\$51,537	\$52,940	\$54,387	\$56,125	\$57,653	\$59,228	\$60,850	\$62,519	\$64,240
Range 14 SP	\$54,389	\$55,877	\$57,412	\$59,231	\$60,851	\$62,523	\$64,243	\$66,015	\$67,842
Range 15 SP	\$57,413	\$58,992	\$60,620	\$62,524	\$64,243	\$66,016	\$67,842	\$69,721	\$71,657
Range 16 SP	\$60,619	\$62,294	\$64,020	\$66,015	\$67,839	\$69,719	\$71,656	\$73,651	\$75,705
Range 17 SP	\$64,019	\$65,799	\$67,631	\$69,718	\$71,656	\$73,651	\$75,703	\$77,820	\$79,998
Range 18 SP	\$67,632	\$69,517	\$71,461	\$73,652	\$75,705	\$77,823	\$80,002	\$82,247	\$84,559
Range 19 SP	\$71,461	\$73,463	\$75,525	\$77,823	\$80,002	\$82,248	\$84,559	\$86,941	\$89,393
Range 20 SP	\$75,523	\$77,645	\$79,833	\$82,246	\$84,557	\$86,940	\$89,391	\$91,918	\$94,519
Range 21 SP	\$79,834	\$82,086	\$84,406	\$86,941	\$89,393	\$91,919	\$94,521	\$97,201	\$99,963
Range 22 SP	\$84,406	\$86,795	\$89,256	\$91,919	\$94,521	\$97,201	\$99,963	\$102,807	\$105,737
Range 23 SP	\$89,254	\$91,790	\$94,402	\$97,200	\$99,961	\$102,806	\$105,736	\$108,751	\$111,860
Range 24 SP	\$94,404	\$97,094	\$100,437	\$102,807	\$105,737	\$109,377	\$111,861	\$115,062	\$118,358
Range 25 SP	\$99,863	\$102,718	\$105,656	\$108,752	\$111,861	\$115,061	\$118,358	\$121,751	\$125,250
Range 26 SP	\$105,654	\$108,681	\$111,798	\$115,059	\$118,355	\$121,750	\$125,247	\$128,849	\$132,560
Range 27 SP	\$111,800	\$115,012	\$118,322	\$121,753	\$125,250	\$128,854	\$132,564	\$136,386	\$140,320
Range 28 SP	\$118,318	\$121,727	\$125,234	\$128,850	\$132,563	\$136,382	\$140,319	\$144,373	\$148,550

Approved by the Board of Supervisors on

Effective: July 1, 2022

2022 - 2023 Hourly Non-Bargaining Pay Scale

4% increase over the 2021-2022 scale

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range	9	\$10.34	\$10.74	\$11.26	\$11.70	\$12.13	\$12.59	\$13.06	\$13.60	\$14.07
Range	10	\$10.78	\$11.16	\$11.74	\$12.15	\$12.53	\$12.96	\$13.41	\$13.87	\$14.32
Range	11	\$10.97	\$11.34	\$11.95	\$12.35	\$12.75	\$13.17	\$13.62	\$14.09	\$14.57
Range	12	\$11.16	\$11.51	\$12.15	\$12.53	\$12.96	\$13.41	\$13.87	\$14.32	\$14.83
Range	13	\$11.30	\$11.68	\$12.31	\$12.73	\$13.14	\$13.59	\$14.06	\$14.55	\$15.05
Range	14	\$11.52	\$11.91	\$12.54	\$12.98	\$13.42	\$13.88	\$14.34	\$14.84	\$15.37
Range	15	\$11.71	\$12.09	\$12.75	\$13.17	\$13.62	\$14.09	\$14.57	\$15.08	\$15.59
Range	16	\$11.89	\$12.30	\$12.95	\$13.39	\$13.85	\$14.31	\$14.80	\$15.31	\$15.85
Range	17	\$12.09	\$12.50	\$13.17	\$13.62	\$14.09	\$14.57	\$15.08	\$15.59	\$16.13
Range	18	\$12.30	\$12.72	\$13.39	\$13.85	\$14.31	\$14.80	\$15.31	\$15.85	\$16.41
Range	19	\$12.50	\$12.94	\$13.62	\$14.09	\$14.57	\$15.08	\$15.59	\$16.13	\$16.69
Range	20	\$12.74	\$13.17	\$13.88	\$14.34	\$14.84	\$15.37	\$15.90	\$16.45	\$17.04
Range	21	\$12.94	\$13.38	\$14.09	\$14.57	\$15.08	\$15.59	\$16.13	\$16.69	\$17.29
Range	22	\$13.17	\$13.63	\$14.34	\$14.84	\$15.37	\$15.90	\$16.45	\$17.04	\$17.65
Range	23	\$13.40	\$13.86	\$14.59	\$15.09	\$15.63	\$16.16	\$16.73	\$17.31	\$17.93
Range	24	\$13.64	\$14.12	\$14.85	\$15.38	\$15.91	\$16.47	\$17.05	\$17.66	\$18.27
Range	25	\$13.86	\$14.35	\$15.09	\$15.63	\$16.16	\$16.73	\$17.31	\$17.93	\$18.57
Range	26	\$14.12	\$14.61	\$15.38	\$15.91	\$16.47	\$17.05	\$17.66	\$18.27	\$18.93
Range	27	\$14.36	\$14.85	\$15.64	\$16.17	\$16.74	\$17.33	\$17.94	\$18.58	\$19.23
Range	28	\$14.60	\$15.11	\$15.90	\$16.45	\$17.04	\$17.65	\$18.26	\$18.91	\$19.60
Range	29	\$14.83	\$15.34	\$16.15	\$16.70	\$17.30	\$17.91	\$18.54	\$19.21	\$19.90
Range	30	\$15.12	\$15.66	\$16.47	\$17.05	\$17.66	\$18.27	\$18.93	\$19.61	\$20.30
Range	31	\$15.39	\$15.92	\$16.76	\$17.34	\$17.95	\$18.59	\$19.26	\$19.97	\$20.68

Effective: July 1, 2022

2022 - 2023 Hourly Non-Bargaining Pay Scale

4% increase over the 2021-2022 scale

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range	32	\$15.64	\$16.21	\$17.04	\$17.65	\$18.26	\$18.91	\$19.60	\$20.29	\$21.01
Range	33	\$15.94	\$16.51	\$17.36	\$17.98	\$18.62	\$19.30	\$20.00	\$20.71	\$21.44
Range	34	\$16.22	\$16.78	\$17.66	\$18.27	\$18.93	\$19.61	\$20.30	\$21.03	\$21.81
Range	35	\$16.49	\$17.07	\$17.95	\$18.59	\$19.26	\$19.97	\$20.68	\$21.42	\$22.18
Range	36	\$16.81	\$17.41	\$18.30	\$18.96	\$19.64	\$20.35	\$21.07	\$21.85	\$22.63
Range	37	\$17.09	\$17.70	\$18.61	\$19.28	\$19.98	\$20.69	\$21.43	\$22.20	\$23.02
Range	38	\$17.38	\$18.01	\$18.93	\$19.61	\$20.30	\$21.03	\$21.81	\$22.59	\$23.39
Range	39	\$17.73	\$18.36	\$19.30	\$20.00	\$20.71	\$21.44	\$22.21	\$23.03	\$23.85
Range	40	\$18.01	\$18.64	\$19.61	\$20.30	\$21.03	\$21.81	\$22.59	\$23.39	\$24.25
Range	41	\$18.38	\$19.03	\$20.01	\$20.72	\$21.46	\$22.22	\$23.04	\$23.88	\$24.75
Range	42	\$18.68	\$19.35	\$20.35	\$21.07	\$21.85	\$22.63	\$23.45	\$24.31	\$25.20
Range	43	\$19.00	\$19.68	\$20.69	\$21.43	\$22.20	\$23.02	\$23.84	\$24.71	\$25.63
Range	44	\$19.35	\$20.06	\$21.07	\$21.85	\$22.63	\$23.45	\$24.31	\$25.20	\$26.13
Range	45	\$19.69	\$20.39	\$21.44	\$22.21	\$23.03	\$23.85	\$24.73	\$25.64	\$26.59
Range	46	\$20.08	\$20.79	\$21.86	\$22.64	\$23.46	\$24.34	\$25.21	\$26.15	\$27.12
Range	47	\$20.42	\$21.17	\$22.24	\$23.06	\$23.91	\$24.80	\$25.69	\$26.65	\$27.62
Range	48	\$20.78	\$21.53	\$22.63	\$23.45	\$24.31	\$25.20	\$26.13	\$27.11	\$28.11
Range	49	\$21.17	\$21.95	\$23.06	\$23.91	\$24.80	\$25.69	\$26.65	\$27.62	\$28.65
Range	50	\$21.54	\$22.35	\$23.46	\$24.34	\$25.21	\$26.15	\$27.12	\$28.12	\$29.18
Range	51	\$21.98	\$22.80	\$23.93	\$24.82	\$25.73	\$26.69	\$27.66	\$28.69	\$29.76
Range	52	\$22.36	\$23.17	\$24.35	\$25.23	\$26.16	\$27.13	\$28.14	\$29.19	\$30.28
Range	53	\$22.80	\$23.63	\$24.82	\$25.73	\$26.69	\$27.66	\$28.69	\$29.76	\$30.90
Range	54	\$23.20	\$24.06	\$25.27	\$26.20	\$27.16	\$28.16	\$29.22	\$30.30	\$31.44
Range	55	\$23.65	\$24.53	\$25.76	\$26.72	\$27.69	\$28.73	\$29.79	\$30.90	\$32.06
Range	56	\$24.05	\$24.93	\$26.19	\$27.15	\$28.16	\$29.21	\$30.29	\$31.43	\$32.60

Effective: July 1, 2022

2022 - 2023 Hourly Non-Bargaining Pay Scale

4% increase over the 2021-2022 scale

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Range	57	\$24.51	\$25.40	\$26.69	\$27.66	\$28.69	\$29.76	\$30.87	\$32.01	\$33.21
Range	58	\$24.94	\$25.86	\$27.16	\$28.16	\$29.22	\$30.30	\$31.44	\$32.61	\$33.86
Range	59	\$25.41	\$26.37	\$27.68	\$28.72	\$29.78	\$30.89	\$32.04	\$33.22	\$34.49
Range	60	\$25.89	\$26.86	\$28.19	\$29.25	\$30.35	\$31.49	\$32.67	\$33.89	\$35.17
Range	61	\$26.35	\$27.33	\$28.69	\$29.76	\$30.87	\$32.01	\$33.21	\$34.48	\$35.77
Range	62	\$26.86	\$27.87	\$29.25	\$30.35	\$31.49	\$32.67	\$33.89	\$35.17	\$36.49
Range	63	\$27.29	\$28.41	\$29.72	\$30.94	\$32.08	\$33.28	\$34.53	\$35.83	\$37.18
Range	64	\$27.89	\$28.94	\$30.37	\$31.51	\$32.70	\$33.92	\$35.20	\$36.52	\$37.90
Range	65	\$28.40	\$29.45	\$30.92	\$32.07	\$33.27	\$34.52	\$35.81	\$37.16	\$38.57
Range	66	\$28.94	\$30.02	\$31.51	\$32.70	\$33.92	\$35.20	\$36.52	\$37.90	\$39.36
Range	67	\$29.47	\$30.57	\$32.10	\$33.29	\$34.56	\$35.87	\$37.20	\$38.61	\$40.09
Range	68	\$30.04	\$31.16	\$32.71	\$33.93	\$35.21	\$36.53	\$37.91	\$39.37	\$40.86
Range	69	\$30.60	\$31.75	\$33.32	\$34.57	\$35.88	\$37.22	\$38.63	\$40.11	\$41.62
Range	70	\$31.16	\$32.33	\$33.93	\$35.21	\$36.53	\$37.91	\$39.37	\$40.86	\$42.42
Range	71	\$31.75	\$32.95	\$34.57	\$35.88	\$37.22	\$38.63	\$40.11	\$41.62	\$43.20
Range	72	\$32.33	\$33.55	\$35.21	\$36.53	\$37.91	\$39.37	\$40.86	\$42.42	\$44.03
Range	73	\$32.96	\$34.20	\$35.89	\$37.24	\$38.65	\$40.12	\$41.65	\$43.25	\$44.91
Range	74	\$33.60	\$34.86	\$36.59	\$37.97	\$39.41	\$40.90	\$42.47	\$44.09	\$45.78
Range	75	\$33.57	\$34.86	\$36.56	\$37.97	\$39.44	\$40.97	\$42.57	\$44.22	\$45.94
Range	76	\$34.20	\$35.53	\$37.24	\$38.69	\$40.18	\$41.75	\$43.36	\$45.05	\$46.80
Range	77	\$34.86	\$36.22	\$37.97	\$39.44	\$40.97	\$42.57	\$44.22	\$45.94	\$47.73
Range	78	\$35.54	\$36.91	\$38.70	\$40.19	\$41.76	\$43.38	\$45.06	\$46.81	\$48.63
Range	79	\$36.23	\$37.63	\$39.45	\$40.98	\$42.58	\$44.24	\$45.95	\$47.74	\$49.59
Range	80	\$36.93	\$38.38	\$40.22	\$41.79	\$43.40	\$45.10	\$46.85	\$48.68	\$50.57
Range	81	\$37.63	\$39.10	\$40.98	\$42.58	\$44.24	\$45.95	\$47.74	\$49.59	\$51.51

PART I: CONDITIONS APPLICABLE TO ALL NUTRITION CONTRACTS

Section 1.0 SCOPE OF SERVICE

- 1.1 The Contractor shall provide congregate nutrition, home-delivered nutrition, nutrition education, nutrition counseling, and other nutrition services, as appropriate, pursuant to their contract and Title III C of the Older Americans Act, as amended.
- 1.2 **Congregate Nutrition** A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal meets all the requirements of the Older Americans Act and State/Local laws. A unit of congregate nutrition is defined as one meal.
- 1.3 **Home Delivered Nutrition** service is described as provision of meals to eligible individuals at the consumer's place of residence. Funding for Home Delivered Nutrition under this contract requires all meals to meet the requirements of the Older Americans Act and State/Local laws. A unit of home delivered nutrition is defined as one meal.
- 1.4 **NSIP Qualified Meal:** Meal count used to determine a states allotment under the OAA Title III, Part A (Section 311).
- A meal provided to a qualified individual in a congregate or group setting through a program that meets all of the criteria for payment using OAA funds.
 - Food source is domestically produced; and
 - Served to an eligible individual, i.e. a person who is qualified to receive services under the OAA as defined in Title III; and
 - Served to an eligible person who has NOT been means-tested for participation; and
 - Compliant with the nutrition requirements; and
 - Served by an eligible agency, i.e. has a grant or contract with a SUA or AAA; and
 - Served to a person who has an opportunity to contribute toward the cost of the meal.
- 1.5 **Nutrition Education** A targeted program provided monthly to all congregate and home delivered meal participants to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. A unit of nutrition education is defined as one session (typical sessions may be 15 minutes to 1 hour long) per consumer.
- 1.6 **Nutrition Counseling** A standardized service as defined by the Academy of Nutrition & Dietetics (AND) that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.
- 1.5 The Contractor and all staff will follow the nutrition program policies and procedures established in the Nutrition Program Policy Manual.

PART II: CONDITIONS STANDARD TO ALL TITLE III AND STATE AGING PROGRAMS CONTRACTS

Section 3.0 Contract Amount

- 3.1 The Contractor may receive, under this Agreement, funding not to exceed the amounts shown on the Contract Budget page. The source of funds (Title III or Iowa Aging Services) is shown on the Contract Budget page.
- 3.2 This contract does not restrict the Area Agency from contracting with other providers of similar services.

- 3.2 Payments under this Agreement are reimbursement for expenditures in accordance with the budget shown on the Contract Budget page.
- 3.3 **The amount of Area Agency funding to Contractors is subject to change due to decreases or increases in availability of federal or state funding.**
- 3.4 The total amount of this contract is the total of the Area Agency funding, required match and any over-match listed on the Contract Budget page. The total amount is subject to any and all funding restrictions which apply to the funding from the Area Agency.
- 3.5 Allowable Indirect Costs may not exceed 10% of the Contractor's Expenditure Budget.
- 3.6 Contractors who receive Title III funding from the Area Agency are required to provide matching funds from local sources in the following three-step match requirement.

<u>Year of Contract</u>	<u>Match Ratio</u>
1	75% - 25%
2	60% - 40%
3 & after	50% - 50%

Section 4.0 Designation of Project Manager

- 4.1 Project Manager - The Contractor agrees to assign the duties and responsibilities of Project Manager to the person identified as such on the cover page. The Project Manager is authorized by the Contractor to administer the terms and conditions specified in this Agreement or to negotiate, on behalf of the Contractor, any changes to this Agreement.

- 4.2 Modifications - The Contractor may change the person assigned the duties and responsibilities of Project Manager upon submission of the authorized signature form to the Area Agency.

Section 5.0 Personnel and Subcontracting

- 5.1 Aging Resources will not contract with any entity that is excluded from participation in Federal Health Care Programs. Providers and contracting entities are required to check the program exclusion status of individuals and entities prior to entering employment or contractual relationships. To determine whether an individual or entity is excluded search the HHS-OIG website at: <https://exclusions.oig.hhs.gov/>. An excluded individual or an entity employing or contracting with an excluded individual that submits a claim for reimbursement to federal health care program, or causes such a claim to be submitted, may be subject to civil money penalties and other damages for each item or service furnished during the period that the person or entity was excluded (section 1128A(a)(1)(D) of the Social Security Act).

Providers should search the HHS-OIG website to capture exclusions and reinstatements that have occurred since the last search. Claims paid for services rendered by an excluded individual or entity could be subject to repayment. Providers can search the HHS-OIG website by the name of any individual or entity. An additional listing of parties excluded from any federal payment is the SAM.Gov website. It is recommended that this listing be checked as well.

- 5.2 The Contractor will secure the necessary personnel to perform the work and services under this Agreement.
- 5.3 All of the work and services required in this contract will be performed by the Contractor and all personnel shall be fully qualified and authorized under state and local law to perform such services.
- 5.4 All personnel of the Contractor and any authorized subcontractors must be authorized to work in the United States in accordance with federal law.
- 5.5 Changes in ownership or key personnel ie. director, project manager must be reported to the Area Agency immediately.
- 5.6 The work or services required under this Agreement may be subcontracted only with written approval from the Area Agency. No work or services shall be performed under a subcontract, and no funds shall be expended under a subcontract until written approval has been obtained from the Area Agency. The Contractor shall assure that all provisions contained within this Agreement shall be required of subcontractors.

Section 6.0 Performance Standards

- 6.1 The Contractor shall maintain records supporting units of service reported to the Area Agency in a form prescribed or approved by the Area Agency.
- 6.2 If one or more of the following conditions are discovered to be present the Area Agency may give written notice to the Contractor of the specific item of substandard performance.
- 1 - a variance of 10% or more between the services performed and the expected level of service for the portion of the year which has passed,
 - 2 - excessive use of funds,
 - 3 - unsatisfactory performance or service
- 6.3 Correction of Performance - Within ten (10) working days of receipt of a correction notification, the Contractor will present a plan for corrective action including the date on which results of the corrective action may be expected, or to present reasons for modification of the goals or performance standards. Within ten (10) working days of the receipt by the Area Agency of the corrective action plan, the Area Agency shall approve or disapprove the plan.
- 6.4 Area Agency shall provide technical assistance as appropriate to meet the guidelines and mandates of this contract.
- 6.5 The Contractor shall perform a consumer satisfaction survey on an annual basis. The survey and the results will be made available to the Area Agency.

Section 7.0 Program Reporting

- 7.1 The Contractor shall register all participants for specified services which are funded in whole or in part by Older Americans' Act or State Aging Programs funding on client roster forms provided by the Area Agency. All participants served each month must be listed on the client roster. An "Aging & Disability Network Consumer Intake Form" must be completed and submitted for each client. **A new Intake Form is needed for each client each year.** If any Intake Forms are missing, the report may not be processed for payment until the forms are received in the Area Agency's office.
- 7.2 The specified contracted services that require an "Aging & Disability Network Consumer Intake Form" are:
Adult Day Care, Assisted Transportation, Chore, Congregate Meals, Health Promotion and Disease Prevention, Home-Delivered Meals, Homemaker, Nutrition Education, Personal Care, and Transportation.

- 7.3 For Home-Delivered Meals and Congregate Meals, Contractors must have participants complete the Nutritional Risk Assessment portion of the Intake Form.

Section 8.0 Targeting of Services

- 8.1 The Contractor shall maintain a plan to target services to those with the greatest economic and social need, with special attention to minorities, low income, and low income minority individuals as defined by the Area Agency.
- 8.2 Contractors will also use outreach efforts that will identify individuals eligible for assistance with special emphasis on:
- older individuals residing in rural areas,
 - those with severe disabilities,
 - older individuals with limited English proficiency
 - individuals with Alzheimer's disease and related disorders
 - people at risk for institutional placement

The plan shall be implemented throughout the contract period.

- 8.3 The targeting plan shall include a narrative of the Contractor's plans for serving needs of target population groups and a projection of the number of persons age 60 and over who will be served in each of the following target groups:
- 1 -minority (contractors must project serving minority individuals)
 - 2 -low income - defined as Federal Poverty Level, (contractors must project serving low income individuals)
 - 3 -low income minority.
- 8.4 Each month Supportive Services Contractors will report to the Area Agency the new unduplicated persons served who are age 60 and over and who are in each target group.
- 8.5 The Area Agency will monitor and evaluate the implementation of the targeting plan in the regular contract review process. Contract funds may be withheld and corrective action required if the Contractor fails to make progress in implementing the targeting plan.
- 8.6 The Contractor shall make specific efforts to identify older Native Americans if there is a significant population living in its service area and inform such persons of services available under the Older Americans Act. All efforts and the result shall be documented in writing.
- 8.7 The Contractor will acknowledge the Area Agency as a funding source whenever promoting the program whether in writing or verbally.

8.8 Because the funds received in this contract are to be targeted to older adults in the greatest need, when targeting funds, contractors should consider whether there are other available funding sources. This consideration is not means-testing, which is prohibited. Rather, it is a prudent way of using all available funding sources to help older adults.

- Medicare and Medicaid are entitlement programs which means that eligible individuals have a legal right to receive covered services.
- Older Americans Act (OAA) programs are not entitlement programs.
- Medicare, Medicaid, or other insurance providers cannot require nor direct that an individual must be given services funded by the OAA.
- If Medicare, Medicaid, or other insurances are available to a consumer for a service, contractors should use those funds before using discretionary OAA funds.

Section 9.0 Funding and Method of Payment

- 9.1 Funds under this contract will be disbursed by the Area Agency to the Contractor for services provided through this contract. The maximum allowable reimbursement, outlined in this contract, is not to be considered an amount which will be granted unconditionally. The total amount of this contract shall not exceed the financial Agreement amounts as modified by mutual written Agreement as provided for in Section 25.0.
- 9.2 Monthly payments to the contractor will be based on the actual number of eligible units of services provided at the approved rate per unit. The Area Agency will make payment to the Contractor within 30 days of receiving the reimbursement report form. For Nutrition Contractors reported revenues and expenses must be of an equal dollar amount. NSIP funds will be allocated on the applicable per meal basis.
- 9.3 The Area Agency will provide the Contractor with forms for reporting units of service and expenditures for services provided under this contract.
- 9.4 All fiscal and programmatic reports, including all Client Intake forms, must be prepared and submitted each month by the 10th of the month following the month service was provided. The filing of incomplete reports or the late filing of reports will result in payments being withheld until the following month.
- 9.5 For all contracts, the final payment of contract funds will be made only after all reports for the contract period have been submitted and approved.

Section 10.0 Confidentiality And Program Income

- 10.1 The Contractor shall protect the anonymity and privacy of all project participants and shall hold in confidence information of a personal nature including but not limited to private information obtained in intake interviews and the amount contributed by participants.
- 10.2 The Contractor shall assure that no information about or obtained from an older individual is disclosed in a form that identifies the individual without that individual's informed consent.
- 10.3 The Contractor shall to the maximum extent possible, provide each elder with a free and voluntary opportunity to contribute to the cost of the service by prominently displaying or distributing a suggested contribution schedule which takes into consideration income ranges of eligible individuals in local communities.

The suggested contribution schedule will use federal poverty ranges, which will be provided by the Area Agency. Contractors will set the suggested contribution amount per income range for their service(s). The full unit cost will also be posted along with a statement that contributions are voluntary, and service will not be denied for those 60+ individuals who can not or will not contribute to the cost.

- 10.4 The Contractor shall utilize appropriate procedures to safeguard and account for all contributions, ensure against loss, mishandling, or theft.
- 10.5 Cash contributions, proceeds from fundraisers, and any other income generated through provision of services by the Contractor under this Agreement shall be defined as Program Income.
- 10.6 Accountability and Reporting - Any program income generated through the services of this Agreement shall be identifiable in the Contractor's accounting system. Program income shall be reported monthly to the Area Agency on the financial report form.
- 10.7 Use of Program Income - Program Income generated must be expended for the services under this Agreement and may be used as match for funds provided under this Contract.

Section 11.0 Obligation of Funds, Accounting Records, and Audits

- 11.1 Uses of Funds - The Contractor is responsible for assuring all funds, including matching funds, are spent and all program activities are performed in conformance with the contract. This includes all federal and/or state laws, rules, and regulations pertaining to cost and reporting standards.

- 11.2 Obligation of Funds - The Contractor shall have the authority to obligate and expend funds in this Agreement for the purposes specified and cannot delegate that authority to another. All funds must be expended during the fiscal period noted in this contract.
- 11.3 Accounting Records - The Contractor shall maintain records pertaining to expenses incurred and revenues acquired under this Agreement for which payment is claimed.
- 11.4 Reviews and Inspection - At any time during normal business hours and as frequently as is deemed necessary by the Area Agency, the Contractor shall make available to the Area Agency, or its designated representative, all of its records pertaining to all matters covered by this Agreement and permit the Area Agency to review, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Agreement.
- 11.5 Audits - Each year, Contractors expending \$500,000 or more in Federal awards during the sub-recipient's fiscal year shall engage an independent auditor to audit the accounting and programmatic records of the program. This audit shall be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in the document, Government Auditing Standards, issued by the Comptroller General of the United States. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.
- Contractors expending less than \$500,000 in federal funds shall provide the Area Agency with a copy of the financial audit which is conducted by the Contractor. Costs of such audits are not allowable costs and cannot be paid for with grant funds. One copy of the audit report shall be provided to the Area Agency within 30 days of issuance.
- 11.6 Audit Exceptions - The Contractor is responsible for any audit exceptions noted in subsequent audits resulting from the Contractor's action or lack thereof.
- 11.7 The contractor is solely responsible for the repayment of all unallowable or questioned cost identified by audit or by appropriate State and or Federal monitoring agencies.
- 11.8 Federal Funds Source - The Contractor shall provide their auditor with the following identification information from the Catalog of Federal Domestic Assistance (CFDA) which relates to any federal funds in their contract with the Area Agency. This information is necessary to determine the laws and regulations which apply to the contract as well as assessing compliance.

U.S. Department of Health and Human Services as passed through the Iowa

Department on Aging and Aging Resources of Central Iowa.

Special Programs for the Aging - Title III	<u>CFDA Number</u>
Part B - Grants for Supportive Services & Senior Citizens	93.044
Part C - Nutrition Services	93.045
Part D - Disease Prevention & Health Promotion Services	93.043
Part E - Caregiver Support	93.052
Nutrition Services Incentive Program (NSIP)	93.053

11.9 The Area Agency and/or representatives of governmental bodies providing funding shall have free access to all facilities and personnel of or contracted by the Contractor during regular business hours for the purpose of monitoring and evaluating the performance of the services of the Contractor set forth in this Agreement.

11.10 Retention of Records – All records in the possession of the Contractor pertaining to this Agreement shall be retained by the Contractor for a period of five (5) years from the end of the contract period. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. Records for nonexpendable property acquired under this Agreement shall be retained for a five (5) year period after the final disposition of property.

11.11 If the Contractor is a tax-exempt non-profit organization under IRS Code Section 501(c)(3), the Contractor will provide the Area Agency with a complete copy of its annual IRS Form 990. In accordance with IRS regulations, the copy must include all information furnished to the IRS on Form 990 as well as all schedules, attachments and supporting documents.

Section 12.0 Duration of Contract

12.1 Duration of Contract - The Contractor agrees to provide the services described in the Scope of Service during the contract period identified on the cover page of this Agreement.

12.2 Termination for Cause - The Area Agency may terminate or modify this Agreement in whole or in part, at any time before the date of completion, whenever the Area Agency determines that the Contractor has failed to comply with the conditions of the Agreement. The Area Agency shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date, which shall be at least thirty (30) days after such notice. If the Area Agency deems the conditions of noncompliance to be so serious that the thirty (30) day notice is impossible, impractical, or detrimental to the well-being of the Area Agency or recipients or participants, the thirty (30) day notice is not required. Payments made to the Contractor or recoveries by the

Area Agency under Agreements terminated for cause shall be in accord with legal rights and liabilities of the parties. The Contractor may appeal a termination for cause, using the Area Agency grievance procedure for service provider or Contractor.

- 12.3 Termination for Convenience - Either the Area Agency or Contractor may terminate or modify this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds.
- 12.4 The Area Agency or the Contractor may terminate this Agreement providing a ninety (90) day notice to the other party.
- 12.5 Rights in Incomplete Products - In the event this Agreement is terminated, all finished or unfinished data, reports, materials, equipment or other items shall become the property of the Area Agency at its option, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Program income and any other unexpended federal or state monies after the final audit generated from the services provided under this Agreement shall become the Area Agency's funds.

Section 13.0 Insurance and Benefits

- 13.1 The Contractor will provide adequate general liability insurance coverage for all actions of Contractors, its employees, agents or volunteers.
- 13.2 Every officer of the Contractor who is authorized or responsible for receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payments for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the lesser of \$25,000 or the total amount of the contract.
- 13.3 Proof of both insurance and bonding must be available at the Contractor's office for review by the Area Agency. Failure to comply with this requirement will result in termination of the contract.

Section 14.0 Property Acquisition, Inventory and Maintenance

- 14.1 Property Acquisition - Property or equipment provided by the Area Agency for use of the Contractor and any property or equipment purchased utilizing federal or state funds under this Agreement shall remain the property of the Area Agency, unless specifically stated otherwise in writing by the Area Agency.
- 14.2 Property Inventory - An inventory of property provided by the Area Agency to the Contractor for use during the duration of this Agreement shall be maintained by the Contractor. The Contractor will maintain a perpetual inventory of all property

and equipment purchased under this Agreement, a list of such property, except in kind Contractor property, as it is acquired. Property provided by the Area Agency or property purchased under this Agreement may not be disposed of by the Contractor without written authorization of the Area Agency.

14.3 Property Maintenance - Property and equipment acquired by the Contractor under Section 14.1 of this Agreement shall be utilized, maintained and accounted for in accordance with the provisions of this Agreement and in such a way as to allow ordinary wear and tear. Such property and equipment will be safeguarded and insured by the Contractor and any property or equipment lost, stolen or otherwise destroyed shall be replaced with comparable property or value by the Contractor.

14.4 Any facility housing a service will fully comply with all current federal, state or local health, fire, safety, sanitation, accessibility and licensure requirements.

Section 15.0 Nondiscrimination

15.1 The Contractor will comply with all federal and state discrimination laws, and in accordance with such laws, no person in the United States shall, on the grounds of age, race, creed, color, religion, sex, national origin, physical or mental disability, marital status, sexual orientation, gender identity, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

15.2 The Contractor agrees to display posters containing its policies regarding non-discrimination, for employees and participants as well as grievance procedures.

15.3 Reports Regarding Discrimination - The Contractor will furnish information and reports regarding discrimination, as requested by the State of Iowa or the Area Agency.

Section 16.0 Grievance Procedures

16.1 The Contractor shall maintain written grievance procedures for prompt resolution of disputes with any participant. These procedures shall provide a hearing mechanism.

16.2 Grievance procedures for participants shall include reference to the Area Agency as an appeal body.

Section 17.0 Interest of Area Agency, Subcontractor, Officials and Others

No officer, member or employee of either party, and no public official of the governing body of the locality in which the project is situated or being carried out, who exercises any function or responsibilities to review or approve the project,

shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 18.0 Assignment of Interest

Neither this Agreement nor any interest therein nor claim there under shall be assigned or transferred by the Contractor to any other party or parties without the prior written approval of the Area Agency.

Section 19.0 Litigation - Hold Harmless

The Contractor agrees to pay the cost of any litigation arising from failure of the Contractor to comply with the rules and regulations in this Agreement or resulting from the negligence or incompetence of the Contractor affecting real property or personal interests carrying out the provisions of the Agreement or in exercising any power or authority granted to the Contractor thereby. There shall be no liability, personal or otherwise, upon the Area Agency. The Contractor shall indemnify, save and hold harmless the Area Agency, its agents, directors, and employees of and from any and all costs, including attorney's fees, claims demands, actions or causes of action of whatever nature or character arising out of or by reason of personal property damage, bodily injury, or any other suit brought by any person due to any of the conditions mentioned in the first sentence of this paragraph or any accident or injury caused by the Contractor, its employees, agents, volunteers, or assignees.

Section 20.0 Disaster Responsiveness

The Contractor agrees to provide any assistance that might be deemed reasonable and appropriate by the Area Agency to areas outside its primary service area in the event of a disaster. The Contractor also agrees to accept assistance from other Contractors of the Area Agency in the event that a disaster strikes the Contractor's primary service area. An emergency situation or disaster may necessitate the shifting of funds from one activity to another or from one Contractor to another.

Section 21.0 Applicable Laws and Regulations

The Contractor agrees that it will comply with applicable Area Agency policies and procedures and applicable federal, state and local licensing laws and regulations, including but not limited to:

1. The Older Americans Act of 1965, as amended

2. Office of Management and Budget (OMB) Uniform Guidance – 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, Nondiscrimination on the basis of handicap)
4. Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to nondiscrimination on the basis of race, color, religion, sex, age, disability or national origin)
5. Federal Freedom of Information Act 5 USC 552
6. The Code of Iowa – Chapter 231
7. Iowa Administrative Code – Chapter 17
8. Fair Labor Standards Act of 1938, as amended
9. Drug-Free Workplace Act of 1988 (Omnibus Drug Initiative Act of 1988)
10. Age Discrimination in Employment Act
11. Americans with Disabilities Act
12. Family Leave Act

Section 22.0 Promotion of Services

- 22.1 The Contractor shall publicize the availability of services in its service area by such means as are available, including but are not limited to: posters, brochures, flyers, electronic media, public service announcements and paid advertisements.
- 22.2 Publicity shall reflect the partnership between the Contractor and the Area Agency. The ways in which this is done will vary but will include specific mention in social & print media such as brochures, flyers, newsletters, news releases, advertisements, public service announcements, and posters.

Section 24.0 Prohibition of Solicitation

No employee, organization or client shall engage in any solicitation of program participants for any purpose whatsoever during the normal course of business.

Section 25.0 Amendment or Modification of this Document

The Area Agency or the Contractor may, during the duration of this Agreement, deem it necessary to make alterations to the provisions of this Agreement. Any changes to the conditions of this Agreement must be mutually agreed upon by both the Area Agency and the Contractor and shall be incorporated into this Agreement through a written amendment signed by both the Area Agency and the Contractor. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. Amendments initiated by the Contractor must be submitted in writing to the Area Agency thirty (30) days prior to the date the amendments take place.

Section 26.0 Agreement Coverage

This instrument contains the entire Agreement between the parties. Any statements, inducements or promises not contained herein shall not be binding upon said parties. This Agreement shall insure to the benefit of, and be binding upon the successors in office of the respective parties.

If any of the provisions herein shall be in conflict within the laws of the State of Iowa, or shall be declared to be invalid by any court of record of this state, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the laws and such remaining portion or portions of the Agreement shall remain in effect and shall be construed as if such invalid or conflicting portion of such Agreement were not contained herein.

P/Contract Management: Part II Conditions Standard to all Title III & Aging Programs Contracts Updated 4/2020
Updated 3/14/2022

FY23-24 Nutrition Services Budget, Clients, & Units of Service

Contractor: Jasper County Elderly Nutrition

Revenues	Budget
Title III C-1 Congregate	\$ 25,000
Title III C-2 HD	\$ 95,000
NSIP (USDA) Cash	\$ 50,400
Local Public Funds	\$ 255,814
Other Local Funds	\$ 12,000
Contributions-Cong	\$ 20,000
Contributions-HD	\$ 120,000
Total	\$ 578,214

Award: \$120,000

*NSIP will be \$0.70 per meal for FY23 will fill automatically after total eligible meals are calculated

Expenditures	Budget
Personnel & Fringes	\$ 342,063
Premise Expenses	\$ 7,510
Travel/Training/Mtgs	\$ 42,471
Equipment	\$ -
Supplies	\$ 911
Contractual	\$ 1,823
Food Cash	\$ 182,278
Other Costs	\$ 1,158
Indirect Costs	\$ -
Total	\$ 578,214

*Total Revenues
must equal
Total Expenditures*

Meals to Be Provided	Congregate	Home-Delivered	Total
Eligible Meals	10,000	62,000	72,000
Cost per meal			\$ 8.03

Eligible Clients to Be Served	Congregate	Home-Delivered	Total
60+	75	350	425
60+ Low Income	50	131	181
60+ Minority	2	7	9
60+ Low Income Minority	1	3	4
60+ Rural	20	155	175
75+	60	290	350

**AGING RESOURCES OF CENTRAL IOWA
 FY 2023 - 2024 CONTRACT AWARD
 (July 1, 2022 - June 30, 2024)**

CONTRACTOR:
 Jasper County Board of Supervisors

SERVICE(S):
 Title III / ES: Nutrition

Aging Resources'
Award
 \$120,000

This Agreement is made and entered into as a two (2) year contract between Aging Resources of Central Iowa, hereinafter referred to as the "Area Agency" and the agency shown above, hereinafter referred to as the "Contractor."

The Contractor and the Area Agency agree to the terms and conditions of the contract which include:

1. This Contract Award Cover Page
2. Contract Budget/Specification of Service Page
3. Title III Contract Conditions
 - Part I Conditions Applicable to Contracts of this Service Type
 - Part II Conditions Applicable to all Aging Resources' Contracts
4. Contract Authorized Signatures Page

In witness of this agreement, the parties have agreed to extend this contract beginning July 1, 2022 and ending June 30, 2024.

CONTRACTOR:	AGING RESOURCES:
Project Manager / Date	Executive Director / Date
Authorized Official / Date	Board Chairperson / Date <hr style="width: 80%; margin-left: 0;"/> Brandon Talsma, Board Chairperson <hr style="width: 80%; margin-left: 0;"/> Dennis Parrott, Auditor

CONTRACTOR'S AUTHORIZED SIGNATURES

The following persons are authorized to sign program and fiscal reports for the Contractor:

Contractor's Official (Chairperson, President) :

Attest: _____
Dennis Parrott, Auditor

Print Name	Signature	Date
------------	-----------	------

Contractor's Project Manager :

Print Name	Signature	Date
------------	-----------	------

Contractor's Accountant/Bookkeeper :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
------------	-----------	------

Other (Title) :

Print Name	Signature	Date
------------	-----------	------

**AGREEMENT FOR USE OF SECONDARY ROADS FOR INCIDENT MANAGEMENT
TEMPORARY DETOUR ROUTES**

This Agreement is entered into by and between the Howrey Construction, Inc., hereinafter known as the Contractor; and the

Jasper County Board of Supervisors, hereinafter known as the COUNTY

WHEREAS, the Howrey Construction, Inc., hereinafter known as CONTRACTOR, has determined it necessary to temporarily close South 80th Ave W

West 86th Street S from IA 163 to _____
starting April 20, 2022 and ending April 29, 2022

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, the detours utilized pursuant to this Agreement are not subject to Iowa Code Sections 313.28 and 313.29, and

WHEREAS, authorized engineers representing both the CITY and the CONTRACTOR shall jointly inspect the proposed detour routes to assure structural and operational adequacy of the routes and to determine the appropriate measures to be taken to accommodate the detoured traffic, and

WHEREAS, the CONTRACTOR agrees to install and maintain detour signs and provide all traffic control devices required by the Manual on Uniform Traffic Control Devices (MUTCD), and

WHEREAS, at the request of the CONTRACTOR or COUNTY, the CONTRACTOR and the COUNTY shall review the detour routes and signs and, if necessary, enter into a new Agreement due to changing circumstances. This agreement shall remain in effect until replaced or cancelled by either party but shall not remain in effect for longer than 5 years from the date of full execution of this agreement.

WHEREAS, the COUNTY shall notify the CONTRACTOR if a bridge or structure on the detour route cannot carry legal loads or permitted loads up to 156,000 lbs. The COUNTY shall inform the CITY of the allowable load limit so that the route can be reviewed, or if the allowable load limit changes.

NOW, THEREFORE, IT IS AGREED that Prairie Ave, S 80th Ave W, and W 78th St S can be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by proper officers thereunto duly authorized as the dates shown below.

County representative

Date

Printed name and title of county representative



4/12/22

Contractor representative

Date

Brian Madsen, Project Manager

Printed name and title of city representative

Attest:

Dennis K. Parrott, Auditor

**AGREEMENT FOR USE OF SECONDARY ROADS FOR INCIDENT MANAGEMENT
TEMPORARY DETOUR ROUTES**

This Agreement is entered into by and between the Howrey Construction, Inc., hereinafter known as the Contractor; and the

Jasper County Board of Supervisors, hereinafter known as the COUNTY

WHEREAS, the Howrey Construction, Inc., hereinafter known as CONTRACTOR, has determined it necessary to temporarily close
West 62nd Street S/South from IA 163 to Approximately 150' East of IA 163
104th Ave W
starting April 20, 2022 and ending April 29, 2022

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, the detours utilized pursuant to this Agreement are not subject to Iowa Code Sections 313.28 and 313.29, and

WHEREAS, authorized engineers representing both the CITY and the CONTRACTOR shall jointly inspect the proposed detour routes to assure structural and operational adequacy of the routes and to determine the appropriate measures to be taken to accommodate the detoured traffic, and

WHEREAS, the CONTRACTOR agrees to install and maintain detour signs and provide all traffic control devices required by the Manual on Uniform Traffic Control Devices (MUTCD), and

WHEREAS, at the request of the CONTRACTOR or COUNTY, the CONTRACTOR and the COUNTY shall review the detour routes and signs and, if necessary, enter into a new Agreement due to changing circumstances. This agreement shall remain in effect until replaced or cancelled by either party but shall not remain in effect for longer than 5 years from the date of full execution of this agreement.

WHEREAS, the COUNTY shall notify the CONTRACTOR if a bridge or structure on the detour route cannot carry legal loads or permitted loads up to 156,000 lbs. The COUNTY shall inform the CITY of the allowable load limit so that the route can be reviewed, or if the allowable load limit changes.

NOW, THEREFORE, IT IS AGREED that W 70th St S, Hwy F62, Quicksilver Avenue, and Quail Avenue can be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by proper officers thereunto duly authorized as the dates shown below.

County representative

Date

Printed name and title of county representative



Contractor representative
Brian Madsen, Project Manager

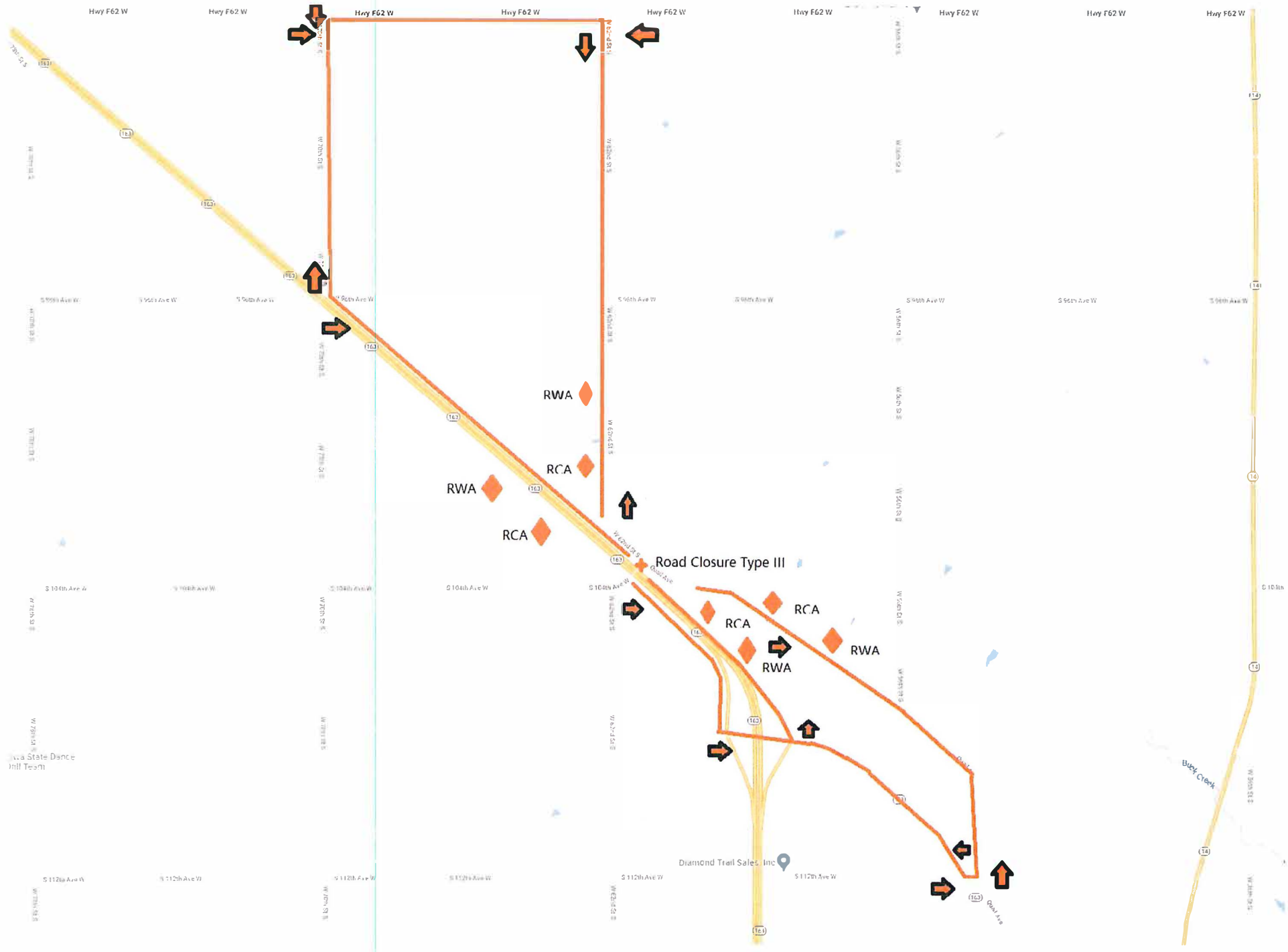
4/12/22

Date

Printed name and title of city representative

Attest:

Dennis K. Parrott, Auditor



Closure of W 62nd St S/S 104th Ave W

RESOLUTION NO. _____

RESOLUTION APPROVING PLAT OF KEUNING'S CORNER SUBDIVISION

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as KEUNING'S CORNER SUBDIVISION, and certified by Jason Lowry PLS of Lowry Land Services, LLC.

WHEREAS the property covered by said plat is legally described as follows:

DESCRIPTION OF LOT - 1

That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 78 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, and that part of Lot 3 of the Subdivision of the East One Half of said Southeast Quarter, as recorded in Book B, Page 409, in the Jasper County, Iowa, Recorder's Office, and that part of Parcel A as recorded in Book 2009, Page 2389, in the Jasper County, Iowa, Recorder's Office, described as follows:

Commencing at the Southeast Corner of the said Southeast Quarter of the Southeast Quarter of said Section 15, also being the southeast corner of said Lot 3 and said Parcel A; thence on an assumed bearing of South 89 degrees 39 minutes 45 seconds West 161.17 feet along the south line of said Southeast Quarter of the Southeast Quarter, and along the south line of said Lot 3 and said Parcel A to the point of beginning; thence South 89 degrees 39 minutes 45 seconds West 562.42 feet along said south line of said Southeast Quarter of the Southeast Quarter, and along said south line of said Lot 3 and said Parcel A; thence North 00 degrees 25 minutes 18 seconds West 33.01 feet; thence North 30 degrees 29 minutes 12 seconds East 501.87 feet; thence North 53 degrees 58 minutes 46 seconds West 42.90 feet; thence North 36 degrees 09 minutes 26 seconds East 329.72 feet to the southerly line of Iowa Highway 163; thence South 01 degrees 04 minutes 48 seconds West 311.76 feet; thence South 84 degrees 59 minutes 37 seconds East 184.66 feet; thence South 04 degrees 00 minutes 51 seconds West 426.89 feet to the point of beginning.

Said tract contains 5.46 acres and is subject to a Jasper County Highway Easement over the southerly 0.48 acres thereof.

DESCRIPTION OF LOT - 2

That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 78 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, and that part of Lot 3 of the Subdivision of the East One Half of said Southeast Quarter, as recorded in Book B, Page 409, in the Jasper County, Iowa, Recorder's Office, and that part of Parcel A as recorded in Book 2009, Page 2389, in the Jasper County, Iowa, Recorder's Office, described as follows:

Beginning at the Southeast Corner of the said Southeast Quarter of the Southeast Quarter of said Section 15, also being the southeast corner of said Lot 3 and said Parcel A; thence on an assumed bearing of South 89 degrees 39 minutes 45 seconds West 161.17 feet along the south line of said Southeast Quarter of the Southeast Quarter, and along the south line of said Lot 3 and said Parcel A; thence North 04 degrees 00 minutes 51 seconds East 426.89 feet; thence North 84 degrees 59 minutes 37 seconds West 184.66 feet; thence North 01 degrees 04 minutes 48 seconds East 311.76 feet to the southerly line of Iowa Highway 163; thence South 49 degrees 06 minutes 10 seconds East 404.50 feet along said southerly line to the east line of said Southeast Quarter of the Southeast Quarter, and to the east line of said Lot 3 and said Parcel A; thence South 00 degrees 25 minutes 18 seconds East 487.90 feet along said east lines to the point of beginning.

Said tract contains 2.77 acres and is subject to a Jasper County Highway Easement over the southerly and easterly 0.52 acres thereof.

WHEREAS the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE be it resolved that the plat designated KEUNING'S CORNER SUBDIVISION of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this _____ day of _____, 2022

Chairman

Auditor

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the ____ day of _____, 2022 whereby said board accepted and approved the plat of KEUNING'S CORNER SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this ____ day of _____, 2022.

Notary

INDEX LEGEND

COUNTY: JASPER
SECTION: 15, T-78N, R-20W, SE 1/4 OF THE SE 1/4
SURVEY FOR: Judd Keuning, Monroe, IA
OWNER / SUB DIVIDERS: Judd B. & Kristine E. Keuning, Monroe, IA
SURVEYOR & SURVEY COMPANY:
Jason S. Lowry, P.L.S.
Lowry Land Services, L.L.C.
752 Diamond Trail Rd., Searsboro, Iowa 50242
PREPARED BY AND RETURN TO:
Jason S. Lowry, P.L.S.
752 Diamond Trail Rd., Searsboro, Iowa 50242
(641) 521-1160, lowrylandservices@gmail.com

KEUNING'S CORNER SUBDIVISION
SE 1/4 of the SE 1/4, SEC. 15, T-78N, R-20W
JASPER COUNTY, IOWA

(SEE PAGE 2 FOR GRAPHICAL REPRESENTATION OF THIS PLAT OF SURVEY)

MEASURED DISTANCE/BEARING - (M)
RECORDED DISTANCE/BEARING - (R)

MONUMENTS

- ▲ - found sec. cor. (pipe, stone, etc.)
- set - 5/8" x 18" rebar with pink plastic cap P.L.S. 22291
- - no monument found or set
- - found lot cor.(5/8" I.D.O.T. alum. capped rebar, unless otherwise noted)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

My license renewal date is 12/31/2023

Pages covered by this seal: 1 - 3

PRELIMINARY PLAT FOR REVIEW

Jason S. Lowry Iowa Lic. No. 22291 Date

LOWRY LAND SERVICES, L.L.C. 752 DIAMOND TRAIL RD., SEARSBORO, IOWA 50242, 641-521-1160

KEUNING'S CORNER SUBDIVISION
SE 1/4 of the SE 1/4, SEC. 15, T-78N, R-20W
JASPER COUNTY, IOWA

DESCRIPTION OF LOT - 1

That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 78 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, and that part of Lot 3 of the Subdivision of the East One Half of said Southeast Quarter, as recorded in Book B, Page 409, in the Jasper County, Iowa, Recorder's Office, and that part of Parcel A as recorded in Book 2009, Page 2389, in the Jasper County, Iowa, Recorder's Office, described as follows:

Commencing at the Southeast Corner of the said Southeast Quarter of the Southeast Quarter of said Section 15, also being the southeast corner of said Lot 3 and said Parcel A;
thence on an assumed bearing of South 89 degrees 39 minutes 45 seconds West 161.17 feet along the south line of said Southeast Quarter of the Southeast Quarter, and along the south line of said Lot 3 and said Parcel A to the point of beginning;
thence South 89 degrees 39 minutes 45 seconds West 562.42 feet along said south line of said Southeast Quarter of the Southeast Quarter, and along said south line of said Lot 3 and said Parcel A;
thence North 00 degrees 25 minutes 18 seconds West 33.01 feet;
thence North 30 degrees 29 minutes 12 seconds East 501.87 feet;
thence North 53 degrees 58 minutes 46 seconds West 42.90 feet;
thence North 36 degrees 09 minutes 26 seconds East 329.72 feet to the southerly line of Iowa Highway 163;
thence South 01 degrees 04 minutes 48 seconds West 311.76 feet;
thence South 84 degrees 59 minutes 37 seconds East 184.66 feet;
thence South 04 degrees 00 minutes 51 seconds West 426.89 feet to the point of beginning.

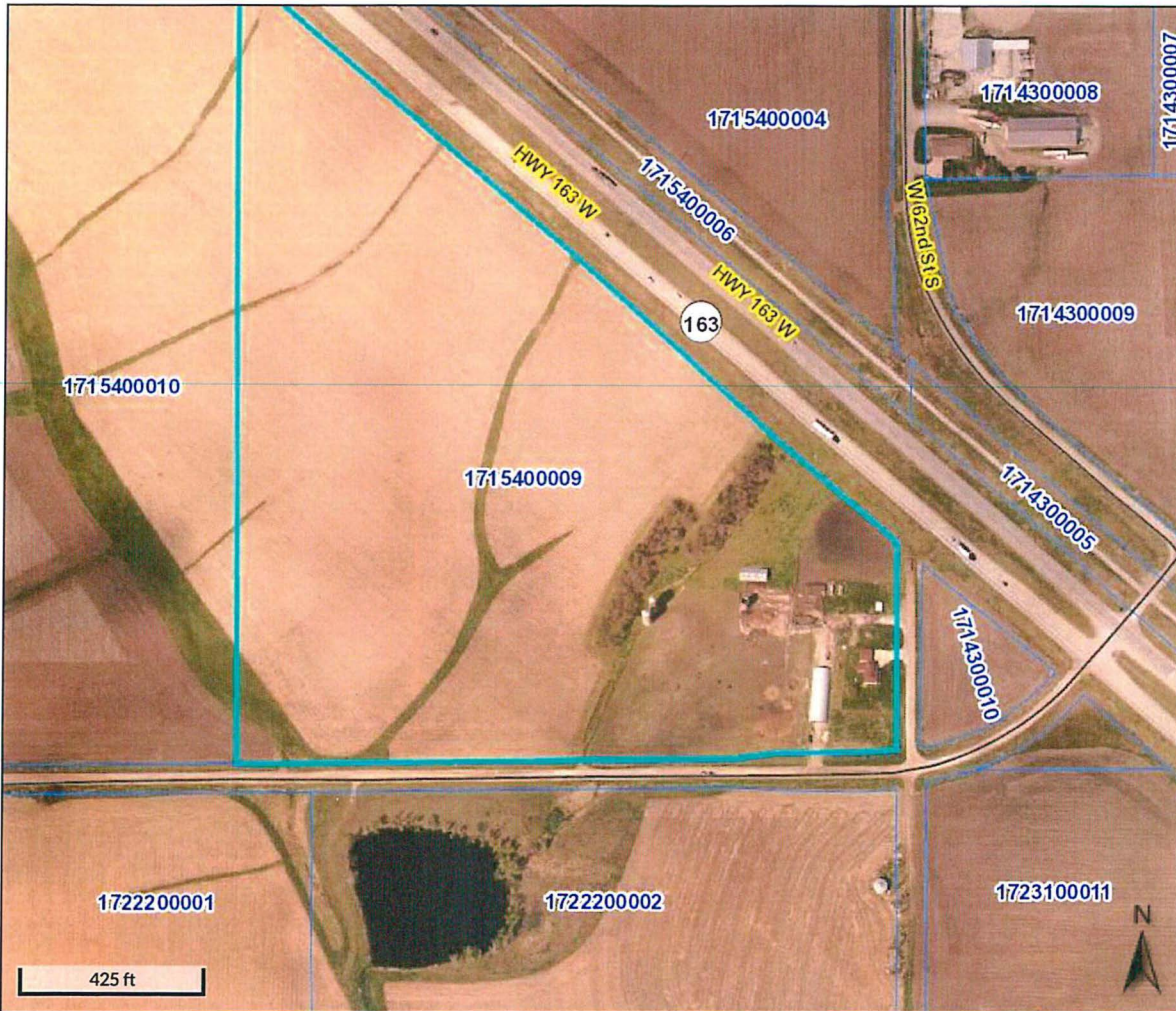
Said tract contains 5.46 acres and is subject to a Jasper County Highway Easement over the southerly 0.48 acres thereof.

DESCRIPTION OF LOT - 2

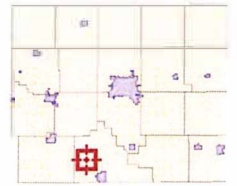
That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 78 North, Range 20 West of the Fifth Principal Meridian, Jasper County, Iowa, and that part of Lot 3 of the Subdivision of the East One Half of said Southeast Quarter, as recorded in Book B, Page 409, in the Jasper County, Iowa, Recorder's Office, and that part of Parcel A as recorded in Book 2009, Page 2389, in the Jasper County, Iowa, Recorder's Office, described as follows:

Beginning at the Southeast Corner of the said Southeast Quarter of the Southeast Quarter of said Section 15, also being the southeast corner of said Lot 3 and said Parcel A;
thence on an assumed bearing of South 89 degrees 39 minutes 45 seconds West 161.17 feet along the south line of said Southeast Quarter of the Southeast Quarter, and along the south line of said Lot 3 and said Parcel A;
thence North 04 degrees 00 minutes 51 seconds East 426.89 feet;
thence North 84 degrees 59 minutes 37 seconds West 184.66 feet;
thence North 01 degrees 04 minutes 48 seconds East 311.76 feet to the southerly line of Iowa Highway 163;
thence South 49 degrees 06 minutes 10 seconds East 404.50 feet along said southerly line to the east line of said Southeast Quarter of the Southeast Quarter, and to the east line of said Lot 3 and said Parcel A;
thence South 00 degrees 25 minutes 18 seconds East 487.90 feet along said east lines to the point of beginning.

Said tract contains 2.77 acres and is subject to a Jasper County Highway Easement over the southerly and easterly 0.52 acres thereof.



Overview



Legend

- Parcels**
 -  Parcel
 -  BLL
 -  Corporate Limits
 -  Political Township
- Roads**
 -  Local
 -  Primary Highway
 -  Secondary Highway
 -  Other

Parcel ID	171540009	Alternate ID	072900	Owner Address	KEUNING, JUDD B
Sec/Twp/Rng	15-78-20	Class	AD		10367 W 62 ST S
Property Address	10367 W 62ND ST S	Acreage	37.25		MONROE, IA 50170
	MONROE				
District	FVMN				
Brief Tax Description	SECTION:15 TOWNSHIP:78 RANGE:20 PARCEL A OF SE				
	(Note: Not to be used on legal documents)				

Jasper County Data Disclaimer

Please Read Carefully

This Jasper County Geographical Information System product contains information from publicly available sources that are subject to constant change. Jasper County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of this product, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.

The information presented in this product does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use. All drawing components (lines, curves, points, etc.) are created as a representation and should not be construed as actual.

Date created: 3/28/2022
 Last Data Uploaded: 3/25/2022 7:12:52 PM

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 4/13/2022

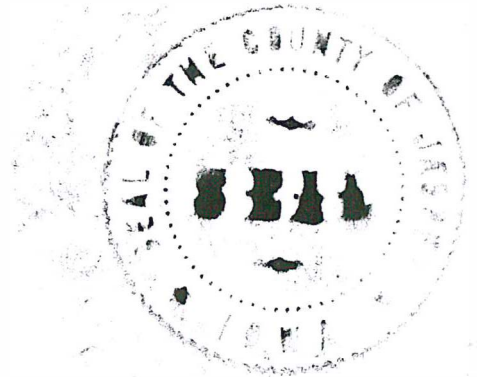
The Jasper County Auditor's Office has reviewed the final plat of:

KEUNING'S CORNER SUBDIVISION

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Taylor Spruay
Real Estate Clerk- Jasper County, Iowa

Signed Trina Mulrow, Deputy Auditor
Auditor of Jasper County, Iowa



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

SUBDIVISION REQUEST

Subdivision Request 22-03:

KEUNING'S CORNER SUBDIVISION

Fee: \$250.00

Date: 03/25/2022

A subdivision request that has been made to Jasper County Community Development by Judd Keuning for Keuning's Corner Subdivision located in a part of THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION:15 TOWNSHIP:78 RANGE:20W, OF JASPER COUNTY, IOWA. THIS INCLUDES ALL OR PART/S OF THE FOLLOWING PARCEL/S: 1715400009.


Signature

3-25-2022
Date

We, the Jasper County Zoning Commission, recommend that this subdivision request be/not be granted.

Aye

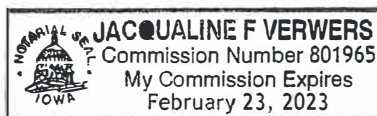
Nay

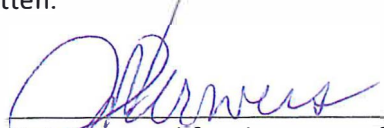

VICE-Chairperson Jasper County Zoning Commission

State of Iowa, Jasper County

On this 6th day of APRIL 2022, before me JACKIE VERWERS a Notary Public in and for the State of Iowa, appeared TODD SCHIPPERS to me, personally known to be the VICE chairperson of the Jasper County Zoning Commission, and that said Subdivision Request was signed by him/her on behalf of said Jasper County Zoning Commission.

Witness my hand and Notary Seal the day and year above written.




Notary in and for the State of Iowa

Resolution for Setting Policy for Alternative Dust Control

Alternative Dust Control, defined:

The application of an approved product to a Level A granular road within Jasper County, Iowa, to limit or nullify the amount of dust produced by traffic and/or wind erosion. These products include but are not limited too; asphalt containing material, bituminous seal coat, recycled asphalt shingles (RAS). The application of an approved alternative dust control shall be viewed as short-term. Any product designed to be a long-term solution, i.e. asphalt or cement will need specific permission by the Jasper County Engineer and Jasper County Board of Supervisors.

1. Application of an alternative dust control **does not** take precedence over safety for the traveling public, therefore if the area becomes unsafe due to potholes or rough areas the landowner will be required to contact an approved contractor to take care of the situation after being notified from the county by a certified letter. If the landowner/contractor does not comply in the time allotted, as stated in the certified letter, the County will do what it deems necessary to get the road back into safe traveling condition for the public and bill the landowner for repairs. If the landowner fails to accept the certified letter, additional fees incurred to notify said landowner will be billed to the landowner.
2. Applicant **Must** be the legal owner of said land adjacent to the dust control application treatment.
3. Cost of permit will be at \$0.167 per linear foot of application, due at time of Permit turn in.
4. A permit must be applied for the first year of application and then on a semi-annual or as needed basis. The application must have a maintenance plan attached to maintain a smooth travel portion of the roadway. An applicant, identified by the Jasper County Engineer, or a representative, that does not maintain their portion of alternative dust controlled roadway shall have their permit revoked and product bladed through at no cost to Jasper County or the Jasper County Highway Department.
5. The application of alternative dust control, in Jasper County, will only be performed by contractors who are pre-approved or a contractor who meets with the Jasper County Engineer before work is approved.
6. Contractors shall only apply materials that meet or exceed applicable Iowa Department of Transportation, Iowa Department of Natural Resources, and Environmental Protection Agency regulations.

Resolution for Setting Policy for Alternative Dust Control

7. At no time is any other product allowed on Jasper County roadways, all alternative dust control applied outside of the companies approved by the Jasper County Engineer will be bladed through at no cost to Jasper County and no reimbursement made to landowner.
8. An approved contractor applying the alternative dust control **shall** supply Jasper County with a certificate of insurance that also names Jasper County as an additional certificate holder.
9. An approved contractor shall maintain the minimum standard for roadways in small subdivisions for acceptance to the public road system as set fort by the Jasper County Engineer.

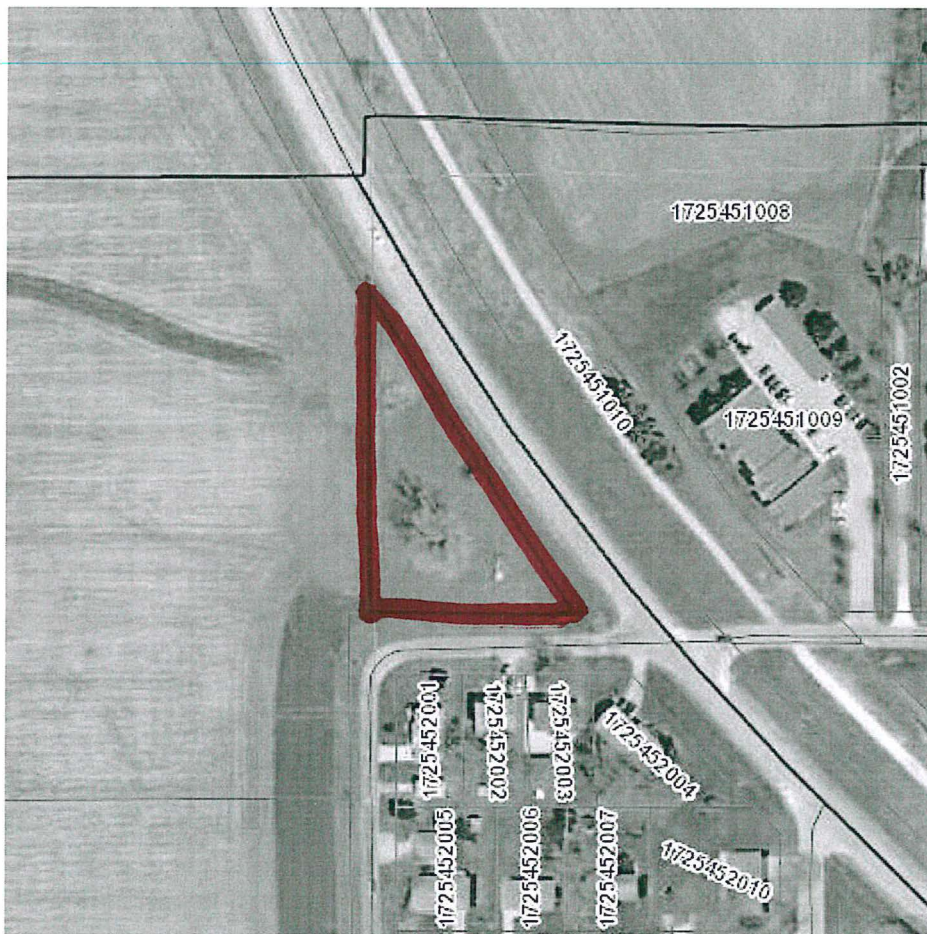
10. Jasper County requires that the approved contractors compile a listing of applicants, township, section, road name, and length of suppressant to be applied and submit this information to the Jasper County Highway Department two weeks prior to anticipated start date.
11. All charges for alternative dust control services will be processed by the approved contractor. Jasper County will not process applications or accept payment for alternative dust control services.
12. No complaints regarding alternative dust control or the alternative dust control company will be taken by Jasper County; all complaints should be directed to the alternative dust control company.
13. Any discrepancy in length of application is between the contractor and the applicant.
14. Sign up deadlines will be set annually by the Jasper County Highway Department. Late applications will not be accepted.
15. All applicants are obligated to mark the limits of their own alternative dust control area and maintain those markings for the duration of the alternative dust control season.
16. Jasper County reserves the right to blade through any area that is no longer marked or that has become rough or potholed to maintain the integrity of the road surface.
17. Jasper County is not obligated to provide re-application or any compensation for alternative dust control areas that are scarified or bladed.
18. During snow removal Jasper County will not be liable for any loose material removed with the snow and Jasper County **will not** be placing sand or salt on any of these areas.

Application Standards for approved Alternative Dust Control

Jasper County requires that the application of an approved alternative dust control be done by a pre-approved contractor(s) or contractor that has met the standards set forth by the Jasper County Engineer to adhere to a typical cross section, attached to this document. The pre-approved application process for these alternative dust control options are as follows;

Asphalt Containing Material: Asphalt containing material (RAS, RAP, etc.) must be mixed with a ratio of 50 percent asphalt containing material to 50 percent aggregate. Asphalt containing material shall be incorporated into the top four (4) inches of existing road surface. Asphalt containing material shall be treated with a binding agent and rolled to maintain a smooth driving surface with the end product matching the cross section of the existing roadway.

Bituminous Seal Coat: Applied directly to the top surface of the roadway, per Iowa DOT Standard 2307.



Tuesday, April 12, 2022, 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 Talsma presiding.

Motion by Cupples and seconded by Carpenter to open a Public Hearing on the request to re-zone Parcel No. 13.18.400.006 from Commercial to General Industrial to allow for the operation of a salvage/junk yard.

YEA: CARPENTER, CUPPLES, TALSMA

There were no public comments and no comments received by the Auditor.

Motion by Cupples and seconded by Carpenter to close the Public Hearing on the request to re-zone Parcel No. 13.18.400.006

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the request to re-zone Parcel No. 13.18.400.006 which lays in Sections 17 & 18 of Township 79 North, Range 19 West from Commercial to General Industrial made by CLV Legacy LLLC and Curtis Vos to allow for the operation of a salvage/junk yard.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to set a Public Hearing for a rezoning request for Parcels #01.16.400.010 in Section 16 Township 81 Range 21 SW SE and #01.21.200.011 in Section 21 Township 81 Range 21 North from Agricultural to Rural Residential Large Lot for a minor 4 lot subdivision. The dates of the Public Hearing are April 26, May 3 and May 10, 2022, at 9:30 a.m. in the Supervisors Room of the Jasper County Courthouse.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to open a Public Hearing on the Secondary Roads Five Year Program FY 2023.

YEA: CARPENTER, CUPPLES, TALSMA

County Engineer, Mike Frietsch, explained the 5-year construction program plan. Some citizens inquired as to the bridge on 56th Street over Sugar Creek getting fixed. The Board explained that it was not a high priority project so for now the answer is no, but Engineer Frietsch had some ideas on how to remedy the situation.

Motion by Carpenter and seconded Cupples by to close the Public Hearing on the County's Five-Year Construction Program Plan.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve the FY2023 Five Year Secondary Roads Program.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve a revision to the amended FY2022 Five Year Secondary Roads Construction Program Plan.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the revised Secondary Roads Department Utility Permit Application.

YEA: CARPENTER, CUPPLES, TALSMA

Engineer, Mike Frietsch, gave the Board two options for purchasing wood planks for the bridge over Potato Creek on N 99th Avenue E and the quotes are as follows:

Contech Engineering Solutions LLC \$19,458.00

Wheeler Lumber LLC \$13,882.80

Motion by Carpenter and seconded Cupples by to approve the purchase of wood planks to fix the bridge over Potato Creek on N 99th Avenue E from Wheeler Lumber LLC in the amount of \$13,882.80.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Engineer's spending limit for maintenance projects at \$30,000 before he shall come to the Board of Supervisors for approval.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Memorandum of Understanding between Jasper County and Marshall County to split the cost of repairing Bridges FHWA #199030(CO2) and FHWA #199060(C06) evenly.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Cupples and seconded by Carpenter to adopt Resolution 22-31 vacating a portion of Jasper County public road known as: That portion of South 36th Avenue West located in Section 12, Township 79 North, Range 21 West of the 5th P.M., Jasper County, Iowa, described as follows: Commencing at the Center of said Section 12; thence East 100 feet along the South line of the Northeast Quarter of said Section 12 to the point of beginning; thence East 115 feet along said South line to the point of terminus.

YEA: CARPENTER, CUPPLES, TALSMA

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

Motion by Cupples and seconded by Carpenter to approve the Professional Services Agreement between Jasper County and BBS Architects & Engineers in the amount of \$18,990 for the relocation of the Recorder's Office to the old Treasurer's Office on the first floor.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the Central Iowa Housing Trust Fund Grant Agreement where Jasper County would match a \$10,000 grant with a \$1,667 match.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve a contract between Jasper County and Cott Systems for the digitation of the Recorder's Marriage and Death Books in the amount of \$19,020.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve the Recorder's Monthly Report of Fees for the period beginning March 1, 2022 and ending March 31, 2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Cupples and seconded by Carpenter to approve the Sheriff's Quarterly Report ending March 31, 2022.

YEA: CARPENTER, CUPPLES, TALSMA

Motion by Carpenter and seconded by Cupples to approve claims paid through 04/12/2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors minutes for 04/05/2022.

YEA: CUPPLES, CARPENTER, TALSMA

Motion by Carpenter and seconded by Cupples to adjourn the Tuesday, April 12, 2022, meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, TALSMA

Dennis K. Parrott, Auditor

Brandon Talsma, Chairman