



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, April 6, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Absent	
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Items #6.11 (Request for Hiring Authorization) and #6.12 (Change in Allocation of FTE), add Item #6.16 (Coronavirus Relief Fund), and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 23, 2021 County Board Regular Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the updated Interim Policy 21-01:COVID Program for Employees

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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2. Authorize the County Board to approve Itasca County as sponsors for existing snowmobile, ski, and ATV trails from May 1, 2021 to April 30, 2026, with the stipulation the DNR approves Performance Based Grants and Grant in Aid Grants.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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3. Approve a Premises Permit Application for gambling, as requested by the Community Charities of MN for gambling to be held at Deer Lake Charlies located at 64051 County Road 533, Deer River, MN 56636.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

4. Accept the minutes of the March 11th, 2021 HHS Advisory Committee meeting.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

5. Award Contract 202107 - Crushing, Hauling, and Placement of Aggregate Surfacing to the lowest responsible bidder Wm. J. Schwartz & Son Inc. in the amount of \$739,635.00 and authorize the required signatures on the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

6. Award contract 64507 for CSAH 45 & CSAH 60 Bituminous Projects to the lowest responsible bidder, Hawkinson Construction Co, Inc., in the amount of \$4,455,322.14 and authorize the required signatures on the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

7. Approve the Crossing Surface Installation Agreement between Itasca County and BNSF and authorize the County Engineer to sign the agreement.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

8. Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

9. Adopt the Resolution Re: Repurchase of an Undivided One-Half interest in the Southeast Quarter of the Southwest Quarter (SE of SW), Section Eighteen (18), Township Sixty-one (61), Range Twenty-two (22) by Robin Scofield.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

10. Adopt the Resolution Re: Repurchase of Lots Eight (8) and Nine (9), Block Eleven (11), NASHWAUK by Lance Hopke.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

11. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 1 & 2, Block 5 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

12. Award Earthen Materials Lease located in NWSW, Section 4, Township 60 North, Range 23 West (Unorganized Township) to William J. Schwartz & Son's Excavating and authorize signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

13. Award Earthen Materials lease located in SESE, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; All in Township 60 North, Range 23 West (Unorganized Township) to Kern & Tabery, Inc. and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

14. Set time and date for the Land Department to conduct an oral auction of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN and authorize publication: Thursday, April 22, 2021 at 8:30 AM, base royalty rate of \$1.50/cubic yard loose volume, minimum 8,000 cubic yards, in S1/2SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township), award earthen materials lease to high bidder and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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15. Authorize signatures of Administrator Brett Skyles and Board Chair Burl Ives to execute the Amended Joint Powers Agreement between the State of MN and Itasca County Sheriff's Office as it relates to the Minnesota Human Trafficking Investigators Task Force (MNHITF).

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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16. Authorize out-of-state travel for Correctional Deputy Nate O'Brien to attend MRT Training in Las Vegas, Nevada July 6-9, 2021.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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17. Authorize signature of County Board Chair Burl Ives to execute the Master Customer Agreement, Equipment Purchase and Software License Addendum and Subscription Software Addendum between Itasca County Sheriff's Office and WatchGuard Video, Inc.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Cancellation of Forfeiture

Motion To: Approve the Cancellation of Forfeiture for Parcel #29-131-4100, Owner Mary Smith Bimway.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

3. Cancellation of Forfeiture

Motion To: Approve the Cancellation of Forfeiture for Parcel #18-015-4408, Owner State of Minnesota, Department of Transportation.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

4. Request for Hiring Authorization

Health Plan Division Manager Sarah Anderson provided information regarding the request to authorize hiring of one (1) Managed Care Nurse position in the IMCare Division of the Itasca County Health and Human Services Department.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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5. Request for Hiring Authorization – Eligibility Specialist

Financial Assistance Supervisor Terri Friesen provided information regarding the request to authorize posting of two (2) Eligibility Specialist positions, Family Services Division, Health & Human Services Department, on an open competitive basis, if not filled on an internal basis.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

6. Change in Allocation of a 1.0 FTE Public Health Nurse Position

Public Health Division Manager Kelly Chandler provided information regarding the request to approve a change in allocation of a 1.0 FTE Public Health Nurse position, currently vacant, to a 1.0 FTE Public Health Educator position in the Public Health Division of the Itasca County Health and Human Services Department.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

7. Contract for COVID-19 Vaccination Administration

Motion To: Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Paula Butler for the period of March 30, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Ben DeNucci
SECONDER: Commissioner Terry Snyder
AYES: Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT: Davin Tinquist

8. National Public Health Week Proclamation

Motion To: Adopt the National Public Health Week Proclamation, which proclaims the week of April 5-11, 2021 as National Public Health Week in Itasca County.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Ben DeNucci
AYES: Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT: Davin Tinquist

9. Itasca Resource Center Siding Replacement Bid

Health and Human Services (HHS) Director Eric Villeneuve and Lead Custodian Travis Schultz provided information regarding the request to authorize the Itasca County Health and Human Services Department to go out for bids for the Itasca Resource Center (IRC) Siding Replacement with funds to be paid from the Itasca Resource Center building fund.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

10. Ambulance Service Discussion

Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve \$20,000 of additional funding in 2021 for both the Bigfork Ambulance Service and the Nashwauk Ambulance Service with payment of these additional costs either through the new pandemic relief funds coming to Counties or through HHS reserves in 2021, with the conversation continuing into the budget sessions for future budget years.

RESULT: RECOMMENDED FOR CONSENT NEXT: 04/13/2021 2:30 PM

13. Capital Improvement Plan – Maintenance Facility Salt Shed Roof Repairs 2021

Maintenance Engineer Kory Johnson provided information regarding the request to approve use of Transportation Reserve Funds for Capital Improvement Projects and authorize the County Engineer to enter into the Contract with Sourcewell/Jamar for Maintenance Facility Salt Shed Roof repairs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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14. Request for Hiring Authorization

County Surveyor Guy Carlson provided information regarding the request to authorize hiring one (1) vacant Survey Technician position in the Department of Surveying and Mapping.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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15. Rapids Rising Update

Nick Adams provided an update regarding the Rapids Rising Student Group and the Grand Rapids in Prevention (GRIP) Coalition, which implements alcohol, tobacco, and marijuana prevention strategies in the Grand Rapids community with a focus population of 6-12 graders in Grand Rapids schools.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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16. Coronavirus Relief Fund

Commissioner Snyder provided information regarding the interest in holding public meetings separate from County Board Work or Regular Sessions to focus on the plans for use of the Coronavirus Relief Fund dollars.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of a recent Grand Village Board meeting, as well as his testimony at the recent House Transportation Committee meeting regarding the Highway 169 Cross Range Expressway and participation in the Itasca Economic Development Corporation (IEDC) Cluster Analysis Survey.

Commissioner Trunt reported on his attendance of a recent Western Mesabi Mine Planning Board (WMMPB) meeting, as well as his testimony at the recent House Capital Investment Committee meeting regarding the Canisteo Mine Pit.

Commissioner Snyder reported on his attendance of recent Grand Village Board, Greater Grand Rapids Government Affairs, and Intergovernmental meetings, as well as his testimony at the recent Senate Tax Committee meeting regarding the Local Option Sales Tax (LOST) request, Short-Term Rentals meetings, and meetings with Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA).

Commissioner Ives reported on his attendance of recent meetings regarding Project Frontier.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Snyder provided comment regarding interest in receiving an update from the Probation Department.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4:04 PM.

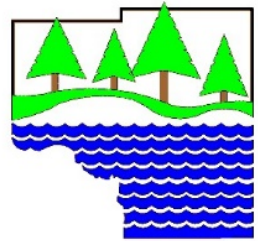
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



April 6, 2021

Chair:

PULL:

1. Item #6.11 (Request for Hiring Authorization)
2. Item #6.12 (Change in Allocation of FTE)

ADDITIONS:

1. Coronavirus Relief Fund – Item #6.16

CHANGES: None

INFORMATIONAL:

1. Item #5.1 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, March 23, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #5.16 (Set-Up Permit Renewals), pull Item #6.4 (Legislative Conference Call), and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 16, 2021 County Board Work Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as amended and delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

1. Accept the resignation of Rusty Eichorn from the Nursing Home Board, effective Tuesday, March 16, 2021.

2. Authorize the external posting and hiring of one (1) vacant Custodian position.
3. Request authorization to hire one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.
4. Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department.
5. Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.
6. Approve the construction of three (3) Canister Site Buildings.
7. Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.
8. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.
9. Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.
10. Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.
11. Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.
12. Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.
13. Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.
14. Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
15. Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
16. Approve 2021 set-up permit renewals for the following establishments: Little Winnie Resort - 55671 County Road 9, Deer River, MN 56636; Deer Lake Charlies - 64051 County Road 533, Effie, MN 56639; Dixon Lake Resort - 49442 Dixon Lake Resort Road, Squaw Lake, MN 56681; and Wilderness Wedding Barn - 53378 Janes School Road, Bigfork, MN 56628

VI. REGULAR AGENDA

1. Citizen Input

Allen Plemel provided citizen input regarding the valuation of Parcel 88-036-4306.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 26, 2021 in the amount \$920,324.53.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

3. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for March 2021, in the amount of \$1,160,311.49.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

5. Recognition of County Employees

The following employees were recognized:

Welcome new employee Gabriel Wood, Deputy Sheriff/Road Deputy, Sheriff Department effective March 15, 2021.

Congratulations to Shelly Braford who has promoted from Administrative Support, Veteran Services Department to Eligibility Specialist, Family Services Division, Health & Human Services Department effective March 21, 2021.

Congratulations to Amber Silliman who has promoted from Managed Care Nurse to IMCare RN QIUM Director, Health & Human Services Department effective March 21, 2021.

Welcome new employee Brandon Nelson, Mechanic/Welder, Road & Bridge Division, Transportation Department, effective March 22, 2021.

Farewell to Roy Procopio whose last day as a Deputy Sheriff/Road Deputy, Sheriff Department will be March 31, 2021 after nearly 21 years of service.

Farewell to Josh Lewins whose last day as a Highway Maintenance Sub-foreman, Road & Bridge Division, Transportation Department will be April 2, 2021 after 8+ years of service.

Farewell to Anna Anttila whose last day as a Public Health Nurse, Health & Human Services Department will be April 3, 2021 after 2+ years of service.

Congratulations to Miranda Myers who transferred from Assessment Technician to Assessor/Appraiser I, Assessor Department effective April 4, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Employee Recognition – Continuous Years of Service

The following Itasca County employees who moved into a new benchmark recognition category during 2020 for continuous years of service were recognized:

5 continuous years – Melanie Carlos, Billie Fowler, Jenna Soltis, Howard Page, Mary Chambers, Christall Ellis, Amber Kallaus, Carol Clancey, Karissa Benoit, Stephen Picht, Frederick Knight, Christina Rae, Melissa Skoglund, Jeremiah Johnson, Samantha Tarbuck, John Bray, Janna Wolter, Carissa Nelson, Shannon Bruley, Tony Fremont, Hope Demarais, Lisa Jackman, Rebecca Boelter, Christopher Thompson, Megan Ritter, Suzanne Caldwell, Jayme Smith, and Timothy Lasecki;

10 continuous years – Kyle Curtiss, Jennifer Moen, Angie Watson, Ginger Parlanti, Tami Elich, Brenda Oberg, Tammy Keith, Marcie Witkofsky, Susan Nichols, Micah Kral, Josh Falck, Adam Rabey, and Diane Nelson;

15 continuous years – William Bothma, Tara Graeber, Craig Pierce, Jeannette Grover, Shannon Shelton, Marnie Olson, Terry Swedeen, Amy Slettom, Eddie Huffman, Kris Miller, Mike Wagner, and Rosann Bray;

20 continuous years – Sarah Polhamus, Brett Skyles, Becky Lauer, Lucas Thompson, Mark Weller, Roy Procopio, Eva Moore, Joel Boyd, Mervin Castle, Jr., and Amber Peratalo;

25 continuous years – Lisa Bolton, Laura Grover, Paul Meyer, Ryan Gunderson, and Thomas Williams;

30 continuous years – Loren Eide;

35 continuous years – Jeff Heinrich, and Terri Friesen.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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RECESS

Motion To: Recess the meeting.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Chair Ives recessed the meeting at 2:57 PM.

RECONVENE

Chair Ives called the meeting back to order at 3:40 p.m.

Motion To: Reconvene the meeting.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

8. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the 2020 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Request for Hiring Authorization – Child Support Officer

Motion To: Approve the posting of a Child Support Officer position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

10. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Request for Hiring Authorization – Highway Maintenance Worker

Motion To: Authorize the creation of an Eligibility List and interviews for one (1) vacant Highway Maintenance Worker position.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
ABSENT:	Leo Trunt, Ben DeNucci

13. Potential IEDC Funding of Infrastructure Project

Itasca Economic Development Corporation (IEDC) President and CEO Tamara Lowney and Commissioner Ives provided information regarding the funding of a potential infrastructure project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Commissioner DeNucci returned to the meeting at 4:18 PM.

7. Potential Updates to Interim Policy 20-02: COVID Program for Employees

Human Resources Director Lynn Hart provided information regarding potential updates to Itasca County Interim Policy 20-02: COVID Program for Employees.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Approve Demolition of Fairgrounds Caretaker House

Motion To: Approve contract for demolition of the County Fairgrounds caretaker house and construction of a campground host site to be awarded to Deer River Trucking, Inc. as the lowest quote received at \$17,000.00, and authorize signatures.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Burl Ives
NAYS:	Ben DeNucci
ABSENT:	Leo Trunt

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding his Senate Hearing testimony on transportation regarding Highway 169 Cross Range Expressway.

Commissioner Snyder provided comment regarding upcoming meetings with the DNR on mining matters and Senate Tax Committee regarding Itasca County's Local Option Sales Tax (LOST) request.

RECESS

Chair Ives recessed the meeting at 4:58 PM.

RECONVENE

Chair Ives reconvened the meeting at 5:17 PM, with all members present except Snyder and Trunt absent.

VIII. CLOSED SESSIONS

1. Closed Session Re: Salary Disputes of the Auditor/Treasurer and Sheriff

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.05, Subd. 3(b) based upon Attorney Client Privilege for case consultation and legal advice regarding salary disputes of the Auditor/Treasurer and Sheriff.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder, Leo Trunt

Others Present: Contracted Special Counsel Joan Quade (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder, Leo Trunt

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 6:00 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1477

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Updated Interim Policy 21-01:COVID Program for Employees

BOARD ACTION REQUESTED:

Approve the updated Interim Policy 21-01:COVID Program for Employees

BACKGROUND:

The Itasca County Interim Policy 20-02 COVID Program for Employees has been in effect since April 1, 2020. This updated policy will replace the current policy in place. Most of the changes involve updating the Minnesota Governor's executive orders that still apply and updating the language surrounding the voluntary FFCRA-style Employee Paid Sick Leave.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Interim County Policy COVID-19 Program for Employees 2021-01

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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Effective: April 1, 2021

ITASCA COUNTY
Interim Policy 2021-01: COVID-19 Program for Employees

PURPOSE:

This policy identifies the primary issues related to dealing with necessary time off related to COVID-19 as well as the need for continued services during the governor's Emergency Executive Order 20-20 that has now been extended (and expanded upon) in Emergency Executive Orders 21-11 and 21-12.

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic. On March 13, 2020 the Minnesota governor issued an executive order 20-01 declaring a peacetime emergency because of this pandemic. On March 15, 2020 Minnesota detected the first confirmed cases caused by community spread.

It is our goal to implement the provisions of the federal and state requirements. We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

A. Continuation of Operations.

Emergency Executive Order 21-11 indicates that while remote work is longer required as of April 15, 2021, remote work is strongly encouraged.

i. Telecommuting

In order to apply this recommendation to our workforce, it must be understood that working from home (teleworking) is not an employee choice – rather we have the obligation to determine whether the employee can work from home. Upon a determination that telework is or is not a viable option for the employee, an employee cannot decline to follow such a determination as a matter of personal choice.

Telecommuting and working from home is not appropriate for all positions. Based on business need, staff will be given assignments and shall be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow Itasca County policies and, if applicable, department policies. Teleworking must also be approved in advance by the Supervisor and/or Department Head/Division Manager.

B. Leaves Associated with COVID-19:

i. Limited Application of Voluntary Employee Paid Sick Leave:

The County recognizes the need to minimize the spread of the virus associated with COVID-19. Accordingly, the County will apply up to two weeks (80 hours) of paid sick leave based on the eligibility requirements established under the American Rescue Plan Act (ARPA) (100% of employee's regular rate of pay up to \$511 daily and \$5110 total) to the following leaves:

1. An employee who is unable to work, including unable to telework, because the employee is subject to a Federal or State quarantine or isolation order related to COVID-19.
2. An employee who has been advised by a health care provider to self-quarantine related to COVID-19.
3. A. An employee who is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

B. An employee who is obtaining immunization related to COVID-19 (limit 1 hour per vaccine).

C. An employee who obtained immunization related to COVID-19 and is recovering from any injury, disability, illness or condition related to such immunization (limit 40 hours).

The County may also apply the up to two weeks (80 hours) of paid sick leave based on the (ARPA) requirements on a case-by-case basis to employees who are caring for an individual subject to an order described in #1 and #2 above. This paid sick leave is at 2/3 % of the employee's regular rate of pay up to \$200 daily and \$2000 total.

Please note that these benefits and requirements are, consistent with federal law, intended to be limited in time. They are intended to expire at the end of July 2021. Pursuant to federal law, these

benefits do not vest, will not be paid out upon separation and may not be carried over from year to year except as required by federal law.

ii. Paid Leave Provisions Related to the Leaves Noted Above:

Leaves outlined in the County personnel policies or in collective bargaining agreements will continue to apply except that, unfortunately, due to staffing and contingency planning, it may be necessary to withdraw previously approved vacation requests. This will be addressed on a case by case basis.

iii. Leave Associated with Travel

We will follow CDC guidelines associated with employees returning to Minnesota from other locations.

iv. Employee Becoming Ill or Displaying Contagious Symptoms

Any employee who is sick should stay home.

Employees should refrain from discussing a coworker's condition due to data privacy laws. If an employee has concerns, they should speak privately with their supervisor or contact the Human Resources Director.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. While supervisors should not make judgments about a medical diagnosis, they may rely on symptoms to make a determination to send an employee home.

Supervisors should consult with Human Resources staff before sending employees home for these reasons and must notify Human Resources immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons may use their available paid leave or take the time as unpaid leave (if no paid leave is available). For a period less than a full work week, an exempt employee must use available paid leave hours. The employee may be eligible for Emergency Paid Sick Leave if they meet the eligibility criteria described in section B.i. of this Interim Policy.

For employees in the jail, we will follow CDC guidelines.

v. Notifying Other Employees of a Confirmed Case of COVID-19

As recommended by the CDC, if an employee is confirmed to have COVID-19, the Minnesota Department of Health (MDH) or Itasca County Public Health will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. The Minnesota Department of Health (MDH) or Itasca County Public Health will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC and MDH guidance for how to conduct a risk assessment of their potential exposure. The Minnesota Department of Health (MDH) and Itasca County Public Health will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1466

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Hollie Hornstra

AGENDA ITEM:

Continued Sponsorship of Snowmobile, Ski, & ATV Trails for DNR Grants

BOARD ACTION REQUESTED:

Authorize the County Board to approve Itasca County as sponsors for existing snowmobile, ski, and ATV trails from May 1, 2021 to April 30, 2026, with the stipulation the DNR approves Performance Based Grants and Grant in Aid Grants.

BACKGROUND:

Each year the sponsor (Itasca County) must submit an application for maintenance assistance for existing trails. If the DNR approves the Performance Based project/trails request/benchmarks from the snowmobile club, 45%, 25%, 25%, 5%, of the costs will be paid by the DNR, the balance of costs paid by the clubs.

If the DNR approves the Grant in Aid projects ATV trail requests from the ATV trail, 65%, 90%, of the costs will be paid by the DNR, the balance of costs paid by the clubs.

If the DNR approves the Performance Based trail request benchmarks from the ski clubs, 40%, 60%, of the costs will be paid by the DNR, the balance of the costs paid by the clubs.

The trails included in this sponsorship are as follows:

ATV Trails include:

Alborn Trail (Range Riders ATV Club, Inc)
Alvwood Squaw Lake Trail (Alvwood Squaw Lake ATV Club)
Balsam Trail (Balsam Trail Blazers Club)
B&B Connection (Wilderness Wheelers Club)
Goodland Trail (Itasca Trail Riders ATV Club, Inc)
Len Hardy Trail (Range Riders ATV Club, Inc)
Little Moose Trail (Balsam Trail Blazers Club)
UPM Blandon Trail (Rapids Riders ATV Club)

Snowmobile Trails include:

Avenue of the Pines Trail (Squaw Lakers Snowmobile Club)

Bushwackers Trail (Deer River Bushwacker Snowmobile Club)
Driftskippers Trail (Itasca Driftskippers Snowmobile Club)
Greenway Trail (Greenway Snowmobile Club)
Herb Brandstrom Trail (Swampsiders Snowmobile Club)
Keystone Trail (Itasca Snow Rangers Snowmobile Club)
Lawron Trail (Lawron Trail Riders Snowmobile Club)
Marcell Trail (Marcell Snow Drifters Snowmobile Club)
Suomi Clearwater Trail (38'ers Snowmobile Club)
West Bowstring Trail (Ridge Runners Snowmobile Club)

Ski Trails include:

Wabana Trail, Amen Tail, Big Ridge Trail, Stoney Ridge Trail, and Alder Pond Trail (Itasca County Park System)
Legion Trails (Northern Lights Nordic Ski Club)
Mount Itasca Trail (Northern Lights Nordic Ski Club)
Sugar Hills Trail, Suomi Hills Trail, Trout Lak Trail, and Doan Lake Trail (Northern Lights Nordic Ski Club)

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1482

DEPARTMENT: Auditor / Treasurer

PRESENTER: Cari Ann Alleman

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a Premises Permit Application for gambling, as requested by the Community Charities of MN for gambling to be held at Deer Lake Charlies located at 64051 County Road 533, Deer River, MN 56636.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1465

DEPARTMENT: Health & Human Services

PRESENTER: Eric Villeneuve

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the minutes of the March 11th, 2021 HHS Advisory Committee meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 03-11-2021

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, March 11, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark Cheryl Lemler Dorothy Abrahamson Craig Menozzi Ben Denucci Lester Kachinske	Dave Holmbeck Chris Jenkins Dan Seward Daniel Miesle Lloyd Adams
Members Absent:	Anne Kruger Crystal Terveer Sarah Anderson - E	Melissa Weidendorf - E Brandi Worrath Angela Baratto
Others Present:	Eric Villeneuve Brenda Oberg	Kelly Chandler

Call to Order:

The meeting was called to order by Co-Chair Lester Kachinske at 12:15 pm.

Approval of January 14, 2021 Minutes:

A motion was made by Cheryl Lemler and seconded by Dave Holmbeck to approve the January 14, 2021 minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the Agenda.

Eric Villeneuve, Director:

Public Health Update: Kelly Chandler, Public Health Division Manager, updated the group on Coronavirus/COVID-19. The first case in Minnesota was on March 6th, 2020, and in Itasca County on March 29th, 2020. This past week in Itasca County, there has been 28 positive cases and 59 in the last two weeks. The 14-day case rate per 10,000 residents is down to 14, as cases continue to decline so does the case rate. This is the lowest number we've seen since last August. All schools, except the charter school, are in person for all grades. Public Health has been able to vaccinate the school staff, that have opted for the vaccination, and the schools will be looking at different quarantine guidelines because they'll be fully vaccinated. Today in Minnesota and Itasca County, 70% of the 65+ population have received their first dose of the Covid vaccine. This will allow for shifting to different priority groups for the vaccines. Itasca County is making great progress with the vaccines, 24.8% of our adults have started the series and about half of them have completed the series. We are at 49 Covid deaths in Itasca County and a few more

Page Two
HHS Advisory Committee Minutes
March 11, 2021

hospitalizations but very minimal compared to what we saw last fall. Grand Itasca received 250 doses of the Johnson & Johnson vaccine, and administered at a vaccination clinic last weekend to the 65+ population. As of this time, Public Health has not received a supply of the Johnson & Johnson vaccine. If you have any questions on Covid, please feel free to reach out to the Covid Call Line @ 218-327-6784.

IMCare Update:

Eric provided an update from Sarah, stating IMCare had a good 2020 fiscal year. They are in midst of their 2020 audits and reporting, so it is not finalized yet, but the projected gain looks good. DHS has issued the metro procurement in 2021 for contract year 2022. In 2022 they'll release the procurement for greater MN for contract year 2023, so we are reviewing the metro procurement closely to ensure that we are adequately prepared to respond when that does come out. IMCare is also continuing to monitor the long term Covid impacts, especially due to members not seeking routine care and doctor visits during this pandemic.

Legislative Update:

Eric included out a handout on 2021 Association of Minnesota Counties (AMC) Federal Update and Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update in the agenda packet.

Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update highlighting a couple bills, the first doses of the Johnson & Johnson vaccine were administered in the state this week. Senate File 1324 priority bill to make permanent some of the program modifications authorized as human services waivers during the pandemic. Senate File 1160 which is a comprehensive telehealth bill that modifies coverage for services and consultations delivered through telehealth under private and public health care coverage. Senator Rosen walked through the bill and underlined the importance of this bill particularly for greater Minnesota and noted that telehealth is not meant to supplant care but rather supplement it.

Association of Minnesota Counties (AMC) Federal Update highlighting the federal relief package that was passed today. Counties are eligible to receive another allocation of Covid funding. The time frame will be more generous, giving a deadline of December 31, 2024. The replacement of reduction of revenue under certain circumstances is being allowed in this allocation, more information to come on this.

Ben reiterated Eric's legislative update pertaining to the Federal Relief Package and the new allocation coming our way, the County Board wants to be very thoughtful on how we invest those funds and do the greatest good. Ben recognized HHS Accounting for receiving a letter of accommodation from Commissioner Harpstead for the great job they've done meeting the requirements laid out for fiscal reporting this year.

HHSAC Subcommittee Reports:

AMHAC: Dan updated that they have not been able to meet in a year, due to the YMCA being closed to open meetings. The county coordinator, Craig Pierce, contacted Dan suggesting they reach out Keisler house to utilize their meeting space. Dan connected with Keisler House and the Advisory Committee's first meeting is scheduled for Tuesday, April 6th at Noon. The committee completed an electronic report card for the First Call for Help organization. At the next meeting, the committee will be looking into initiating an infomercial for the 211 First Call website and most importantly looking at recommendations to the county commissioners for mental health issues in our county. If anyone has any suggestions for recommendations, please contact Dan via email at dk1seward@yahoo.com.

ICCOA:

Eric provided an update from Lloyd. Lloyd updated the Committee on Aging hasn't met since last March, they did send out a survey to see how many senior clubs will continue to meet with Committee on Aging once restrictions are lifted and all clubs want to continue. With regard to Tax Aid Program, they have been overwhelmed with phone calls and are trying to get the call list down. With the restrictions put on the program, they will not be able to do the same numbers as in the past. They do have a few appointment vacancies left and are filling those. If the tax season is extended that would help with more clients, so far, no word on that extension. Since our meeting, it has been announced that the federal tax filing is extended until May 17th, at this time the state tax deadline stayed as April 15th. Originally, they were going to do the no contact method where taxpayer scan their documents from home into a secure scanner, but it was found that many people do not have computers, scanners, or technical background for this. Therefore, Mike and Lloyd volunteered to do the low contact method, scheduling appointments, and scanning their documents into a secure server. It has been a lot more work this year due to the process and restrictions put on the tax preparer, but we have been able to help a lot of people this year. We have changed our voicemail to state, "If you have not heard back from us by Mid-March, please find another method of doing 2020 taxes".

Provider Updates:

Northland Counseling – Northland received a grant through SAMHSA (Substance Abuse and Mental Health Services) to transition over to be a CCBHC (Certified Community Behavioral Health Center), they are almost completing their first year working under this grant. The CCBHC operates as a coordination of care across primary care and mental health services and substance abuse services and works to coordinate care for everything that somebody might need. Another project update is

Page Four
HHS Advisory Committee Minutes
March 11, 2021

on the Aurora Heights project located on 4th Street behind the YMCA. They have 14 tenants that will be moving into that apartment complex when that project is done and those units are for long term homeless, but all together there will be 56 units between the apartment building and town homes that will be developed on that site, and they expect tenants to be able to move in in December of this year. Northland will continue to provide housing services for long term homeless at this site and will have some office space in the building, but there will not be services provided there.

Elder Circle – Renee stated they are still closed to the public but providing all their services. As of April 1st, they will be opening up the Adult Day to a larger cohort, therefore they will be able to serve more people in person. ElderCircle worked with Public Health to get participants and caregivers vaccinated, therefore feeling confident to increase the size of their groups for that service. ElderCircle is partnering with the Reif and offering a monthly virtual Bingo session, the winners are put into a drawing each week, and names are drawn, and gift cards are mailed out. They are looking for additional items to offer to help combat the social isolation for people that are at home. ElderCircle received a 3-year grant from the Northland Foundation and have hired a resource navigator that will be working on a universal referral process for aging services. They currently have about 30 services signed up and are working through all the aging providers. They are currently using a referral form and looking for a web-based HIPAA compliance platform in the future. Kelly thanked Renee and her team for helping getting people signed up for vaccines and the help has been much appreciated.

First Call for Help – No update provided.

Other:

Eric highlighted that all schools are back in session and there was a board update that you can catch on ICTV. There is some good information from the Superintendent's from ISD 317 and ISD 318, as well as the Grand Rapids High School principal. It has not been ideal for schools and they've had to go through several models, but they are all open and in person and hope to stay that way through the end of the year.

The next meeting is May 13, 2021.

Adjournment:

There being no further business to come before the Advisory Committee, Lester Kachinske adjourned the meeting at 12:58pm.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1450

DEPARTMENT: Transportation

PRESENTER: Kory Johnson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Bid Award for Contract 202107 - Crushing, Hauling, and Placement of Aggregate Surfacing

BOARD ACTION REQUESTED:

Award Contract 202107 - Crushing, Hauling, and Placement of Aggregate Surfacing to the lowest responsible bidder Wm. J. Schwartz & Son Inc. in the amount of \$739,635.00 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on March 16, 2021 at 11:00 am. Results of that bid opening are provided below.

Engineer's Estimate:	\$1,034,700.00
Wm. J. Schwartz & Son Inc.:	\$739,635.00
DLL Excavating Inc.:	\$1,017,083.00
TNT Construction Group LLC:	\$1,062,200.00
Hawkinson Construction Co. Inc.:	\$1,097,050.00

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1473

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Bid Award for Contract 64507 - CSAH 45 & CSAH 60 Bituminous Projects

BOARD ACTION REQUESTED:

Award contract 64507 for CSAH 45 & CSAH 60 Bituminous Projects to the lowest responsible bidder, Hawkinson Construction Co, Inc., in the amount of \$4,455,322.14 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on March 23, 2021 at 11:00 a.m. Results of that bid are as follows:

Engineer's Estimate	\$4,466,346.50
Hawkinson Construction Co Inc	\$4,455,322.14
Knife River Materials	\$5,298,156.24
KGM Contractors, Inc.	\$5,447,790.46

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1479

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
BNSF Crossing Surface Installation Agreement

BOARD ACTION REQUESTED:
Approve the Crossing Surface Installation Agreement between Itasca County and BNSF and authorize the County Engineer to sign the agreement.

BACKGROUND:
BNSF is proposing to replace the concrete crossing surface on CSAH 16 in Keewatin in 2021. It will be a 50/50 cost share between BNSF and Itasca County. This work will be coordinated with the proposed 2021 county bituminous project SAP 031-616-014 on CSAH 16 in Keewatin.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. BF10017778 076017P Keewatin, MN CSAH 16 surface

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF10017778
Mile Post 3.72
Line Segment 237
U.S. DOT Number 076017P
Casco Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, 20__, by and between Itasca County (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace and extend the existing concrete crossing surface at CSAH 16 with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install a new concrete crossing surface on the existing railroad tracks for a width of 128 feet measured along the tracks, to cover the existing roadway and sidewalks. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

2. **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

- (a) Design and Construction of CSAH 16;
- (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
- (c) Installation of advance warning signs in accordance with the MUTCD;
- (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Provide suitable drainage, both temporary and permanent;
- (f) Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;

- (g) Construct concrete sidewalk surface on approaches to each track, if desired; and
- (h) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

3. **Payment; Invoicing.** Company shall send to Agency a final invoice upon completion of the railroad's work, and **Agency shall pay the final invoice within 30 days of receipt.**

Agency agrees to pay Company a lump sum of Seventy-Five Thousand and No/100 Dollars (\$75,000.00) for the railroad work to install a new crossing surface at CSAH 16.

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the CSAH 16 Street crossing during installation of the new crossing surface.

6. **Drainage.** The AGENCY agrees to allow BNSF to drain water from the CSAH 16 Street crossing area into existing AGENCY storm sewers, if such storm sewers are available.

7. **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at CSAH 16 Street/Ave and the new crossing surface on both sides of the track as well as the area between the tracks.

8. **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:
Itasca County

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the paving of CSAH 16 in Keewatin.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work



on the Project, Railway agrees to immediately notify the following individual in writing:

Ryan Sutherland
Assistant County Engineer
123 NE 4th St.
Grand Rapids, MN 55744

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify Itasca County at 218-327-2853 and Railway's Manager Public Projects, telephone number 763-782-3495 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to

practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.bnsfcontractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Manager Engineering David Johnson at 763-782-3005 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to Itasca County and must not be undertaken until approved in writing by the Railway, and until Itasca County has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by Itasca County for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the

Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.bnsfcontractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.



The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at <http://www.e-railsafe.com>, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone 715-394-1235)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over

or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by Itasca County. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is 1 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to

the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.bnsfcontractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum

clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (David Johnson 763-782-3005)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

☐ Passenger on train (C)

☐ Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)

☐ Contractor/safety sensitive (F)

☐ Contractor/non-safety sensitive (G)

☐ Volunteer/safety sensitive (H)

☐ Volunteer/other non-safety sensitive (I)

☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates

☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates

☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595

or by Phone 1-800-697-6736

or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM
DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____		2. Date: _____		Time: _____	
County: _____ (if non BNSF location)		3. Temperature: _____		4. Weather: _____	
Mile Post / Line Segment: _____					
5. Driver's License No (and state) or other ID: _____			SSN (required): _____		
6. Name (last, first, mi): _____					
7. Address: _____		City: _____	St: _____	Zip: _____	
8. Date of Birth: _____		and/or Age: _____ (if available)		Gender: _____	
Phone Number: _____		Employer: _____			
9. Injury: _____ (i.e., Laceration, etc.)		10. Body Part: _____ (i.e., Hand, etc.)			
11. Description of Accident (To include location, action, result, etc.): _____ _____ _____ _____					
12. Treatment: ☐ First Aid Only ☐ Required Medical Treatment ☐ Other Medical Treatment _____ _____					
13. Dr. Name: _____			Date: _____		
14. Dr. Address: Street: _____ City: _____ St: _____ Zip: _____					
15. Hospital Name: _____					
16. Hospital Address: Street: _____ City: _____ St: _____ Zip: _____					
17. Diagnosis: _____					



EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: _____

Agency Project: BF10017828

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 202_, with Itasca County for the performance of certain work in connection with the following project: paving of CSAH 16 in Keewatin. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for Itasca County (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the

amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be



covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway

might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/fags/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway



and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's Roadmaster 715-394-1235 two (2) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective _____, 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1480

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Adopt the 2021 Five Year Plan for Highway Improvement Projects

BOARD ACTION REQUESTED:

Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.

BACKGROUND:

An opportunity for public input concerning the Itasca County Five Year Plan for Highway Improvement Projects was provided after the March 2, 2021 county board meeting. Opportunity for written comment was extended to March 23, 2021. Two comments were received and are attached at the end of the Five Year Plan.

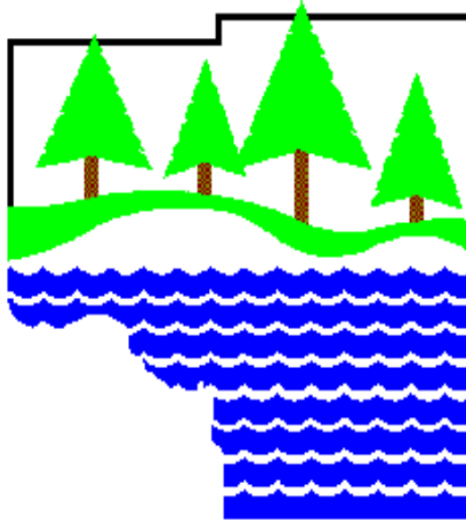
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 5 YEAR PLAN FINAL
2. 2021 COMMENTS

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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Itasca County

2021

5-Year Plan For Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

March 30, 2021

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2021 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice - **Itasca County 5 Year Plan for Road and Bridge Construction Projects**

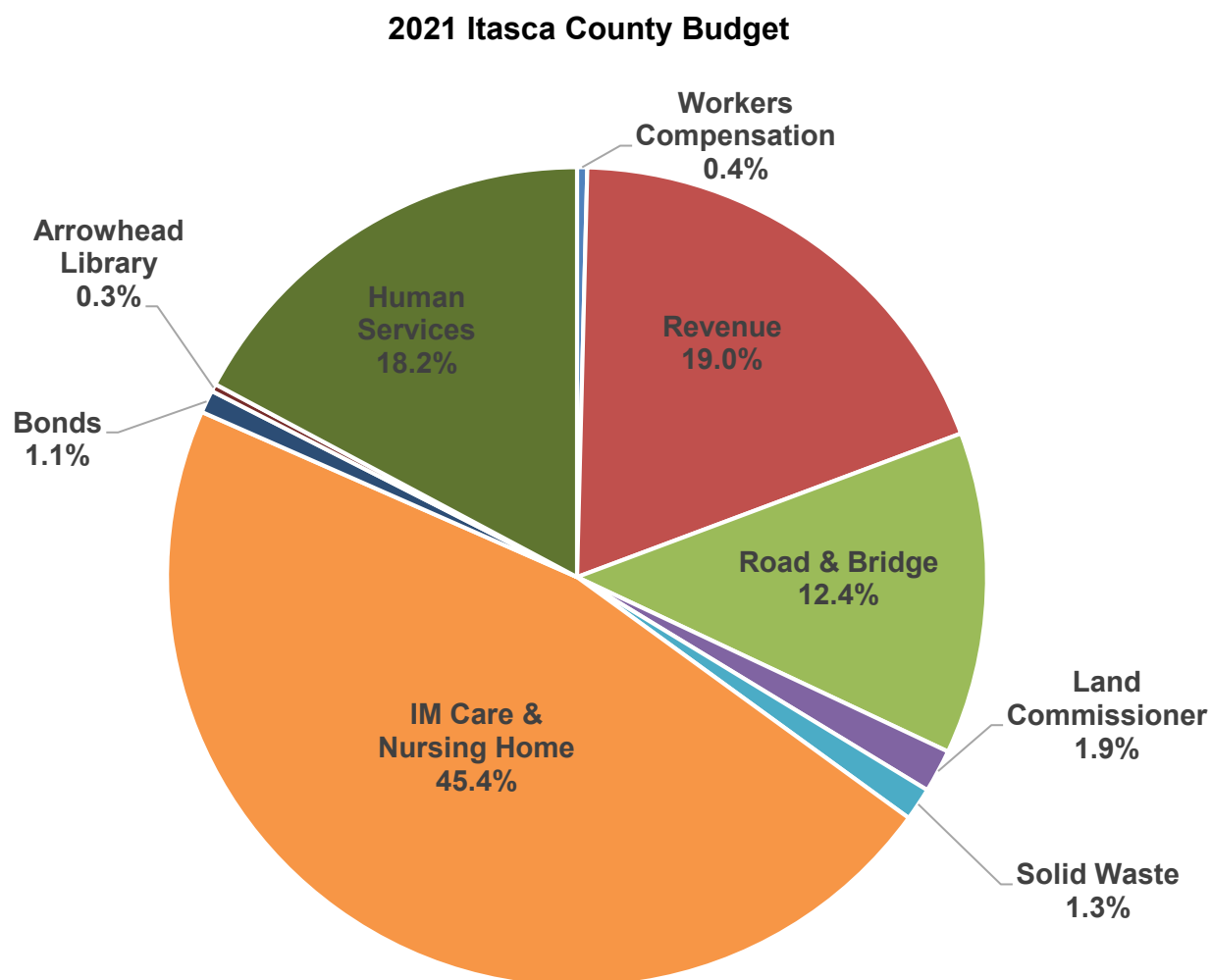
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 2, 2021 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 23, 2021. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1335 miles of roadway and 140 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 40 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 75 employees divided between 5 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 15 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 12.4% of the proposed \$156,032,898 - 2021 Itasca County Budget. In addition to the \$19,301,971 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional \$1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

- State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.
- County - Consisting of;
- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
 - County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
 - County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
 - Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have county road numbers.
- Local - Consisting of:
- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
 - Local Municipal Streets - These are generally local streets serving municipal subdivisions.
 - Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
 - Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
 - County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.
- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects or railroad crossing projects. In addition, due to the fact that the Chippewa National Forest is located within the county, the county periodically receives a portion of The Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county and the projects are administered by the county.
- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.
- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately \$420,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over \$1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately \$10,050,000 of State Aid Funds. Of that amount, \$8,900,000 is regular state aid and \$1,150,000 is municipal state aid.
- The funding is split 60/40 so that approximately \$5,300,000 is allocated for construction and \$3,600,000 for maintenance.
- Approximately \$690,000 is allocated for Municipal County State Aid construction and \$460,000 is allocated for Municipal Maintenance.

Bridge Bonding

- Over the past 5 years approximately \$600,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

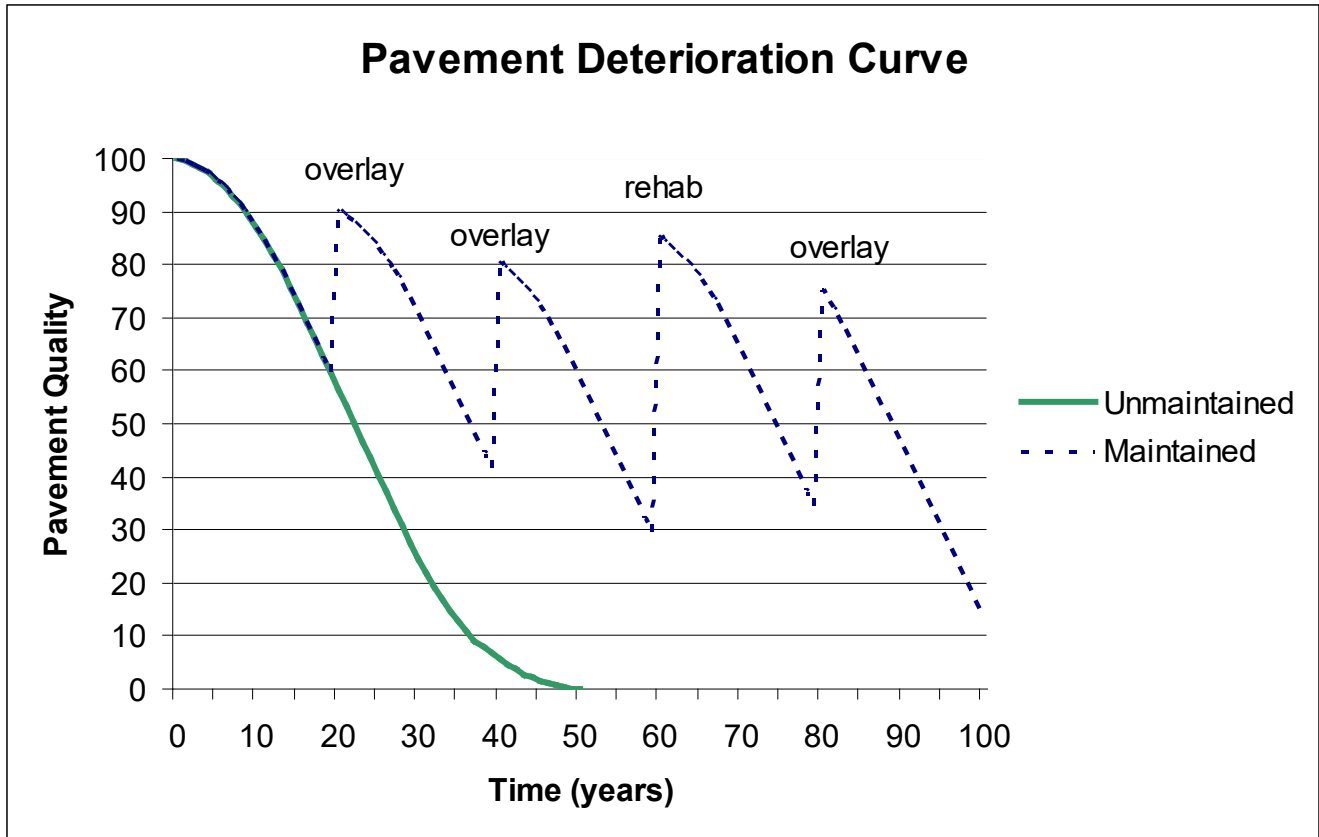
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at \$680,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total of \$1,100,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages \$300,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including State Bridge Bonding, Unorganized Township Funding, Town Bridge and Town Road accounts. State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI = 100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years
- Rehabilitate the road every 50 years
- Perform surface treatment every 20 years

The following costs are used for budgeting road improvement projects:

1. \$ 1,000,000 per mile to reconstruct a road and surface with bituminous pavement.
2. \$ 250,000 per mile to rehabilitate an existing bituminous road.
3. \$ 100,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	\$ 1,000,000
Year 20	Surface Treatment	@	\$ 100,000
Year 40	Surface Treatment	@	\$ 100,000
Year 60	Rehabilitation	@	\$ 250,000
Year 80	Surface Treatment	@	\$ 100,000

Total			\$ 1,550,000
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This equates to approximately **\$15,500 per mile per year** to maintain a bituminous road.

There are:

1. 557 total miles of paved roads (County Jurisdiction)
2. 450 of paved CSAH mileage
3. 107 of paved County funded road mileage (3-digit roads)

Therefore; to maintain our existing bituminous county roads we require the following yearly budget:

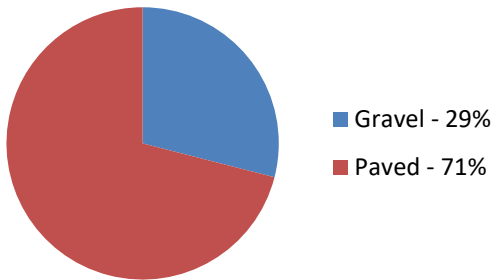
450 CSAH miles - \$6.98 million (current allocation at \$5.95 million)

107 County miles - \$1.66 million (current allocation at \$1.1 million)

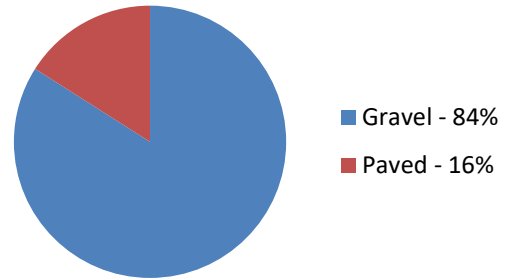
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (648 MILES - TOTAL)



COUNTY SYSTEM (687 MILES - TOTAL)



Of the approximately 1335 miles of roads under Itasca County jurisdiction, approximately 50% are designated CSAH and 50% are designated straight County. In addition, approximately 42% of Itasca County road miles are paved.

The average annual cost to maintain a bituminous road is approximately \$15,500 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile	60 minutes @ \$120.00/hr per mile
Number of grading passes per week	0.5	2	3
Grading weeks per year	26	26	26
Grading Cost per mile per year	\$ 1,560.00	\$ 6,240.00	\$ 9,360.00
Material Costs (Gravel)			
Re-gravel interval	10 years	5 years	3 years
Cost per mile per year	\$ 1,250.00	\$ 2,500.00	\$ 4,166.00
Total yearly cost per mile	\$ 2,810.00	\$ 8,740.00	\$ 13,526.00

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:

- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	0-100 ADT	100 -200 ADT	200 - 300 ADT	OVER 300 ADT	Total
CSAH SYSTEM	Paved (miles)	10	65	52	334	461
	Gravel (miles)	97	68	10	12	187
COUNTY ROAD SYSTEM	Paved (miles)	22	27	40	26	115
	Gravel (miles)	507	63	2	0	572
	Total	636	223	92	384	1,335

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

The Transportation Department performs a pavement roadway evaluation and rating which gives a relative ride and pavement condition rating to all paved State Aid and county roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride

Condition Rating Scale Description

- 100 - New Road
- 80 - Good Condition (10 years after new construction)
- 60 - Overlay needed (20 years after new construction)
- 40 - Rehabilitation recommended
- 20 - Reconstruction recommended

5 Year Plan Base Data

RE-GRADE PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
238	End of pavement to CR 247	0.8	220	NA	2021
Bigfork	Rajala Mill Rd & Ash Street	0.7	NA	NA	2021
63	Hwy 2 / 63 Intersection	-	4400	2.9	2021
52	TH 65 to CR 544	5.0 mi	100	NA	2021
Bike Trail	City of Deer River - Hwy 2 to City Ball Fields	1.8 mi	-	NA	2021
60	CR 329 to CSAH 7	1.5 mi	210	2.6	2022
7	TH 169 to 1.3 miles North	1.3 mi	1500	3.1	2022
52	CR 340 to CR 342	2.8 mi	100	NA	2023
7	CSAH 59 to CSAH 8	4.0 mi	1050	3	2024
15	TH 169 to end	0.7mi	465	NA	2024
92	0.15 mi E of CR 256 to CSAH 19	1.2 mi	475	NA	2025
52	CR 340 to Horsehead Lake Trail	4.3 mi	100	NA	2025

BITUMINOUS PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
60	CSAH 49 to CR 329	6.0 mi	210	NA	2021
433	TH 65 to 1.5 miles west	1.5 mi	70	NA	2021
561	TH 169 to TH 169	0.8 mi	35	0.5	2021
80	TH 169 to TH 169 (Marble)	1.2 mi	800	2	2021
84	TH 169 to TH 169 (Calumet)	0.5 mi	195	2.4	2021
16	TH 169 to 1st Ave	0.4 mi	1600	1.5	2021
45	TH 38 to end of Pavement	11.1 mi	235	2.9	2021
82	TH 169 to 2nd Street	0.7 mi	1150	1.8	2021
3	Th 169 to City Limits	3.6 mi	4000	2.1	2022
4	CSAH 29 to TH 6	6.2 mi	230	3.7	2022
81	TH 2 to TH 6 (Deer River)	0.9 mi	590	2.8	2022
29	TH 46 to Dora Lake Bridge	10.8 mi	170	3.7	2022
238	CSAH 19 to CR 247	2.3 mi	220	2.3	2022
94	CSAH 62 to 1.7 miles east	1.7 mi	330	3.1	2022
149	Bridge 88201 to TH 46	0.7	75	3	2022
449	CSAH 17 to CR 458	6.5	340	6.5	2022
75	CSAH 7 to State Park	1.5 mi	70	3.2	2023
92	CSAH 44 to 0.15 mi E of CR 256	8.5 mi	475	3.1	2023
93	CR 179 to CSAH 88	1.0 mi	190	2.3	2023
7	CSAH 75 to TH 38	7.1 mi	435	3	2023
43	TH 38 west Daley Larson Road	2.0 mi	225	3.6	2023
432	CSAH 68 to 2.67 miles south	2.7 mi	175	3.3	2023
427	CSAH 67 to CSAH 68	5.0 mi	275	3.2	2023
440	CSAH 21 to Hwy 169	2.3 mi	230	3.1	2023
97	CR 250 to Hwy 169 (south int)	1.25 mi	620	2.8	2023

78	CSAH 7 to CR 77	0.7 mi	930	NA	2023
533	TH 1 to end of Pavement	2.2 mi	110	2.9	2024
560	TH 65 to TH 65 (Goodland)	2.7 mi	100	3.1	2024
560	TH 65 to TH 65 West Shore	2.0 mi	235	2.1	2024
52	TH 65 to Horsehead Lake Trail	5.9 mi	100	NA	2024
52	3.8 miles north of CSAH 7 to CR 340	3.5 mi	225	2.9	2024
52	CR 340 to CR 342	2.8 mi	100	NA	2024
340	CSAH 52 to end of pavement	0.35 mi	245	3.4	2024
61	Coleraine City Limits to Hwy 169	1.7 mi	1100	NA	2024
239	CSAH 17 to CSAH 17	4.6 mi	280	3.2	2025
35	TH 46 to CR 175	9.9 mi	365	NA	2025
32	TH 46 to End Pavement	2.2 mi	130	NA	2025
62	CSAH 63 to Hwy 169	2.4 mi	1300	NA	2025
96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25 mi	710	NA	2025

BRIDGE REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
238	Bridge 88209 over unnamed stream	-	220	NA	2021
149	Bridge 88201	-	75	NA	2021
70	Bridge 7109 over Swan River	-	670	NA	2022
70	Bridge 7110 over Swan River	-	670	NA	2022
336	Bridge 7108 over the Prairie River	-	235	NA	2023
336	Bridge 93290 over the Prairie River	-	235	NA	2023
68	Bridge 7027 over Split Hand Creek	-	445	NA	2024
17	Bridge 7146	-	1475	NA	2025
140	Bridge 88193	-	47	NA	2025

CULVERT REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
CR 439	Bridge 7026 over Split Hand Creek	-	53	NA	2024

SIGNAL REPLACEMENT PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
63	Hwy 2 / CSAH 63 Signal	-	4400	NA	2021
61	West Int. of CSAH 61 & Hwy 169	-	1100	NA	2021

RAILROAD CROSSING PROJECTS

Road	Description	Project Length	2017 ADT	PQI	Proposed Const. Yr.
CR 407	Railroad Crossing	-	53	NA	2023

2021 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2021 - 5 year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2021 through 2025 Highway Construction Project lists
- 2021 through 2025 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 2, 2021 in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 23, 2021. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2021 - 2025

**Proposed Project Schedule for
Highway Improvement Projects**

Itasca County 5-year Plan

REVISED: 3/31/2021

		CONSTRUCTION PROJECTS FOR		2021						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 238	End of pavement to CR 247 & Bridge 88209	0.8	Reconstruction/Bridge Replacement	\$2,200,000			\$500,000	\$1,700,000	Br. Bonds & UT	37
CR 149	Bridge 88201	-	Bridge Replacement	\$565,000			\$200,000	\$365,000	Bridge Bonding	65
CSAH 16	City of Keewatin - TH 169 to 1st Ave	0.4	Bituminous Overlay & ADA	\$175,000		\$75,000		\$100,000		41
CSAH 45	TH 38 to end of pavement	11.1	Bituminous Overlay & Base & Bit.	\$3,060,000	\$3,060,000					58, 59
CSAH 52	TH 65 to Horsehead Lake Trail	5.9	Reconstruction	\$3,225,000	\$2,625,000			\$600,000	UT	72
CSAH 60	CSAH 49 to CR 329	6.0	Base and Bit & Overlay	\$1,400,000	\$1,400,000					38, 39
CSAH 61	West Intersection of CSAH 61 & Hwy 169	-	Pedestrian Crossing Signal	\$150,000		\$150,000				
CSAH 63	TH 2 / CSAH 63 Intersection	0.1	Intersection Reconstruct/Signal	\$400,000	\$300,000			\$100,000	LPP	23
CSAH 80	City of Marble - TH 169 to TH 169	1.2	Bituminous Rehab & ADA	\$1,000,000		\$1,000,000				32
CSAH 82	City of Keewatin - TH 169 to 2nd Street	0.7	Bituminous Rehab & ADA	\$125,000		\$125,000				41
CSAH 84	City of Calumet - TH 169 to TH 169	0.5	Bituminous Rehab & ADA	\$100,000		\$100,000				32
CR 561	Hwy 169 to Hwy 169	0.8	Bituminous Rehab	\$250,000			\$250,000			32
Bigfork	Rajala Mill Road & Ash Street	0.7	Reconstruction	\$680,100				\$680,100	LRIP	80
Deer River	Hwy 2 to City Ball Fields	1.8	Trail Construction	\$360,000				\$360,000	SRTS	35
CR 433	TH 65 to 1.5 miles west	1.5	Base and Bituminous	\$375,000				\$375,000	Bonding	
	Various Roads		Gravel Surfacing	\$1,000,000				\$1,000,000	UT	
	Various Roads		Pavement Markings	\$300,000	\$30,000			\$270,000	Federal (HSIP)	
TOTAL				\$15,365,100	\$7,415,000	\$1,450,000	\$950,000	\$5,550,100		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2020	\$2,175,000
State Aid Allotment for Year 2021	\$5,300,000
Transfer from Municipal Construction	
Engineering	\$350,000
State Aid Construction for Year 2021	\$7,415,000
State Aid Balance End of 2021	-\$290,000

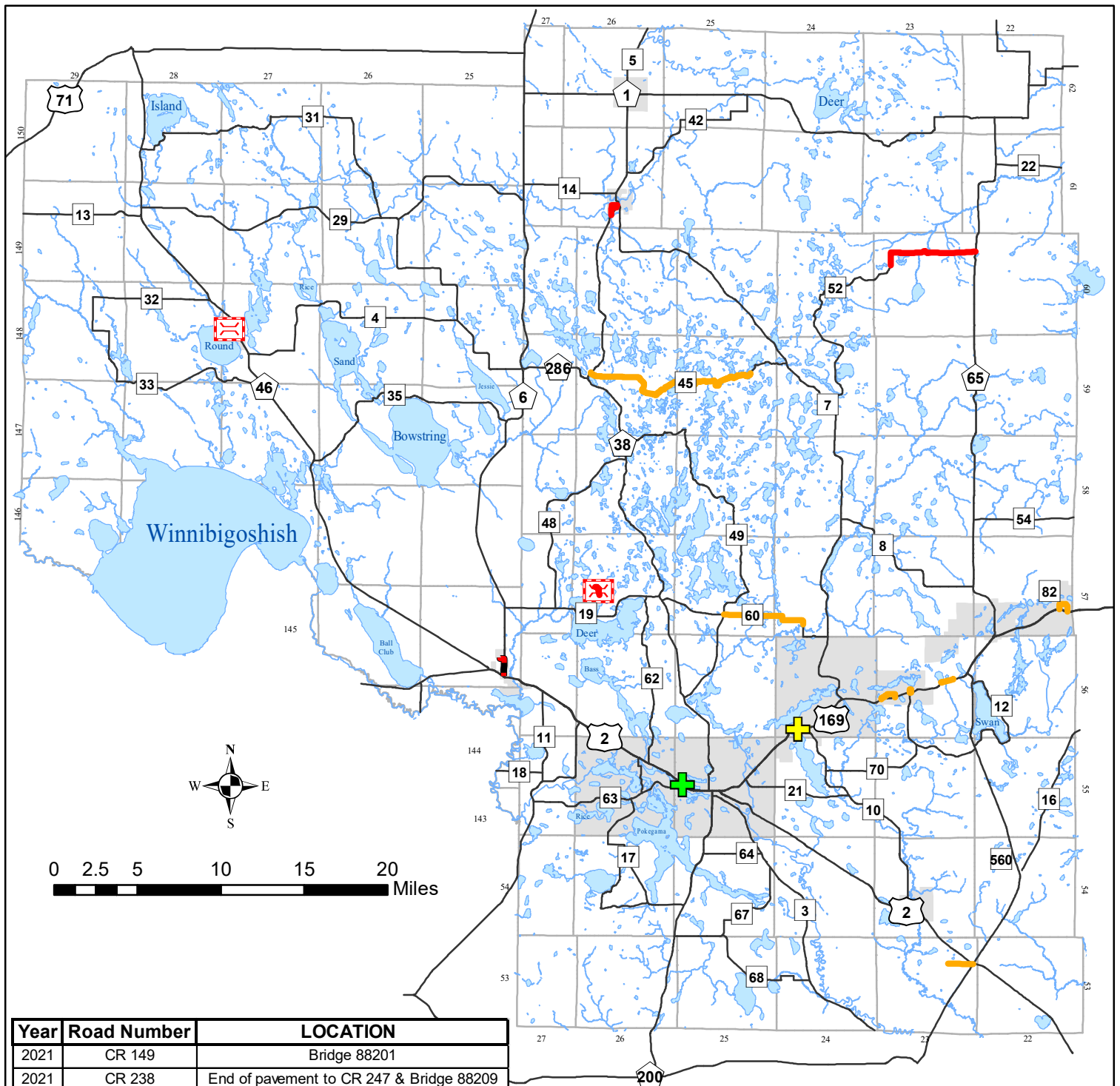
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2020	\$690,000
County Preservation Allotment for Year 2021	\$0
Wheelage Tax	\$420,000
Routine Maintenance Costs	\$100,000
County Preservation Construction for Year 2021	\$950,000
County Preservation Balance End of 2021	\$60,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2020	\$1,310,000
Municipal State Aid Allotment for Year 2021	\$690,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2021	\$1,450,000
Municipal State Aid Balance End of 2021	\$550,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2021



Year	Road Number	LOCATION
2021	CR 149	Bridge 88201
2021	CR 238	End of pavement to CR 247 & Bridge 88209
2021	CR 433	TH 65 to 1.5 Miles West
2021	CR 561	Hwy 169 to Hwy 169
2021	CSAH 16	City of Keewatin - TH 169 to 1st Ave
2021	CSAH 45	TH 38 to end of pavement
2021	CSAH 52	TH 65 to Horsehead Lake Trail
2021	CSAH 60	CSAH 49 to CR 329
2021	CSAH 61	West Intersection of CSAH 61 & Hwy 169
2021	CSAH 63	TH 2 / CSAH 63 Intersection
2021	CSAH 80	City of Marble - TH 169 to TH 169
2021	CSAH 82	City of Keewatin - TH 169 to 2nd Street
2021	CSAH 84	City of Calumet - TH 169 to TH 169
2021	Bigfork	Rajala Mill Road & Ash Street
2021	Bike Trail	City of Deer River - Hwy 2 to City Ball Fields

2021 Construction Projects

- Reconstruction
- Bituminous
- Bike Trail Construction
- ⓧ Bridge Replacement
- + Intersection Reconstruction/Signal
- + Pedestrian Crossing Signal

Itasca County 5-year Plan

REVISED: 3/31/2021

		CONSTRUCTION PROJECTS FOR		2022						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 70	Bridge 7109 over Swan River	—	Bridge Replacement	\$600,000	\$300,000			\$300,000	Bridge Bonding	24
CSAH 70	Bridge 7110 over Swan River	—	Bridge Replacement	\$400,000	\$200,000			\$200,000	Bridge Bonding	24
CSAH 7	TH 169 to 1.3 miles north	1.3	Reconstruction & Paving	\$1,300,000		\$1,300,000				31
CSAH 60	CR 329 to CSAH 7	1.5	Reconstruction and Bituminous Paving	\$1,500,000	\$1,500,000					39
CSAH 94	(CR 263) CSAH 62 to 1.7 miles east	1.7	Bituminous Rehabilitation	\$500,000	\$500,000					29
CSAH 4	CSAH 29 to TH 6	6.2	Bituminous Overlay	\$600,000	\$600,000					67
CSAH 29	TH 46 to Dora Lake Bridge	10.8	Bituminous Overlay	\$1,200,000	\$1,200,000					75, 76
CSAH 3	TH 169 to City limits	3.6	Bituminous Rehab & ADA	\$3,660,000	\$800,000			\$2,860,000	Federal/City	23
CR 238	CSAH 19 to CR 247	2.3	Base & Bituminous/Overlay	\$350,000				\$350,000	UT B	37
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	\$250,000		\$250,000				35
CR 149	Bridge 88201 to TH 46	0.7	Bituminous Overlay	\$85,000			\$85,000			65
CR 449	CSAH 17 to CR 458	6.5	Bituminous Overlay	\$650,000			\$650,000			16
	Various Roads		Routine Maintenance: Crack Sealing & Pavement Patches	\$100,000			\$100,000			
TOTAL				\$11,195,000	\$5,100,000	\$1,550,000	\$835,000	\$3,710,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2021	-\$290,000
State Aid Allotment for Year 2022	\$5,300,000
Transfer from Municipal Construction	
Engineering	\$350,000
State Aid Construction for Year 2022	\$5,100,000
State Aid Balance End of 2022	-\$440,000

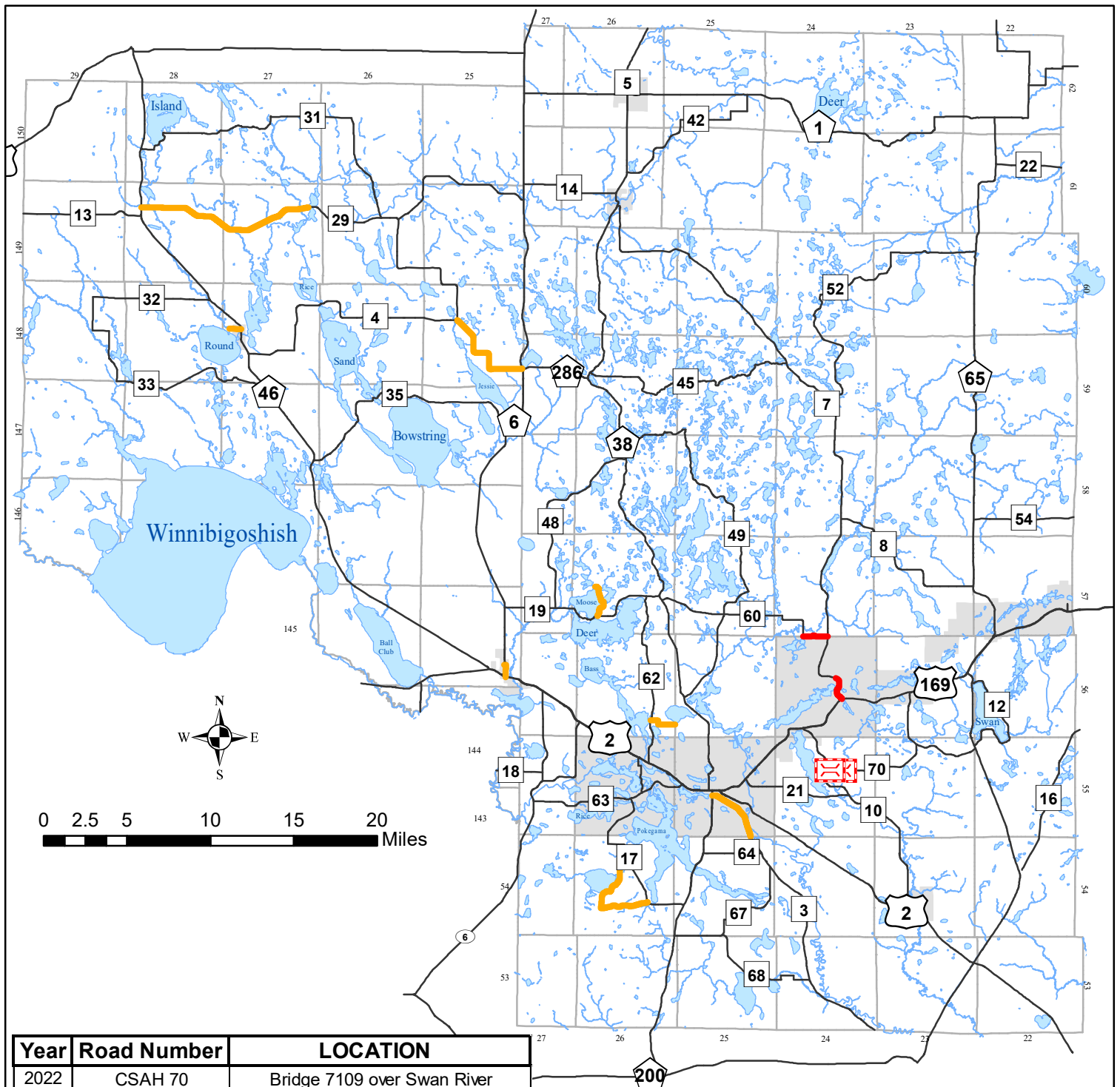
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2021	\$60,000
County Preservation Allotment for Year 2022	\$680,000
Wheelage Tax	\$420,000
County Preservation Construction for Year 2022	\$835,000
County Preservation Balance End of 2022	\$325,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2021	\$550,000
Municipal State Aid Allotment for Year 2022	\$690,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2022	\$1,550,000
Municipal State Aid Balance End of 2022	-\$310,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2022



Year	Road Number	LOCATION
2022	CSAH 70	Bridge 7109 over Swan River
2022	CSAH 70	Bridge 7110 over Swan River
2022	CSAH 7	TH 169 to 1.3 miles north
2022	CSAH 60	CR 329 to CSAH 7
2022	CSAH 94	(CR 263) CSAH 62 to 1.7 miles east
2022	CSAH 4	CSAH 29 to TH 6
2022	CSAH 29	TH 46 to Dora Lake Bridge
2022	CSAH 3	TH 169 to City limits
2022	CR 238	CSAH 19 to CR 247
2022	CSAH 81	TH 2 to TH 6 (Deer River)
2022	CR 149	Bridge 88201 to TH 46
2022	CR 449	CSAH 17 to CR 458

2022 Construction Projects

- Reconstruction
- Bituminous
- ⌘ Bridge Replacement

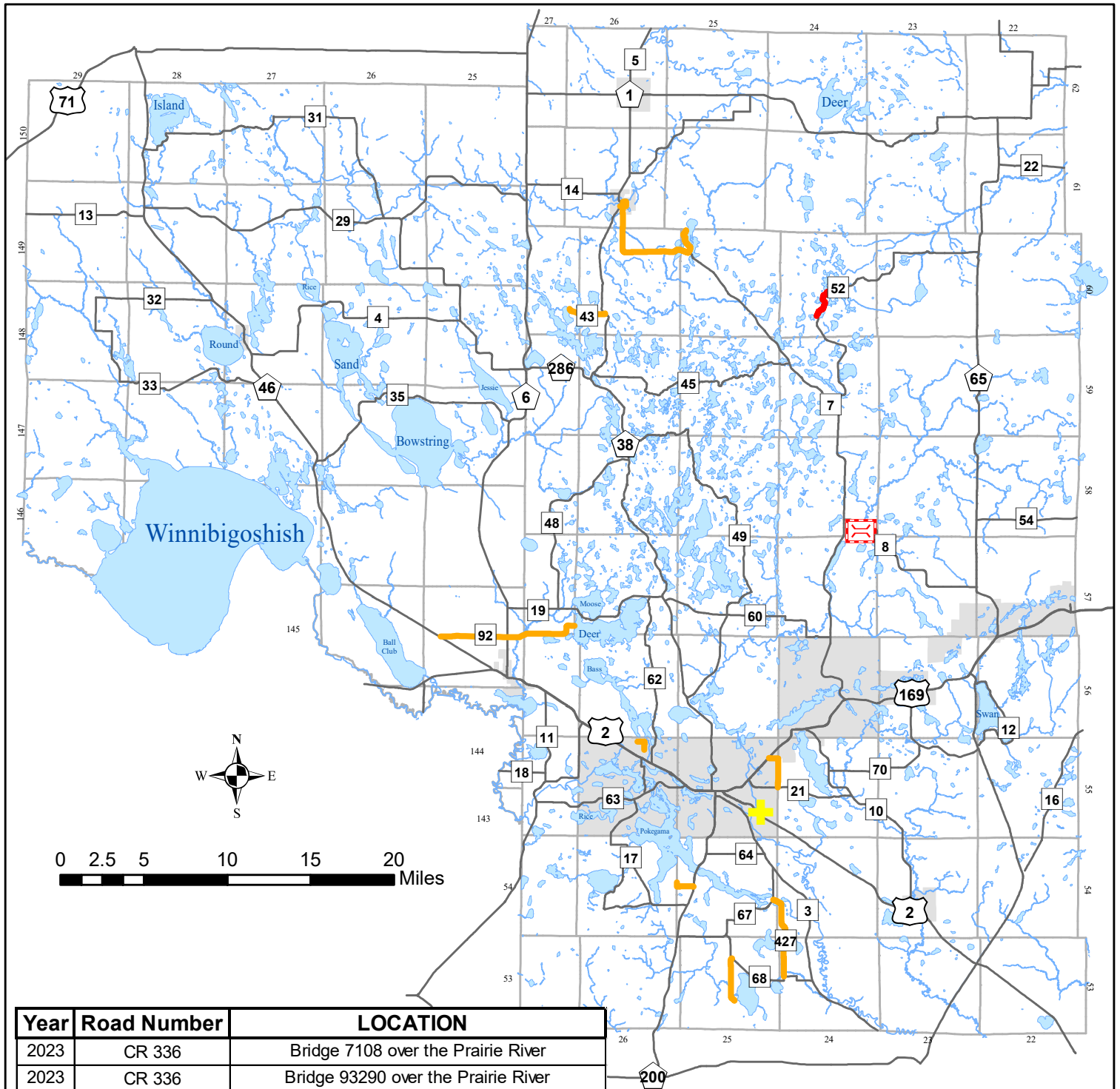
Itasca County 5-year Plan

REVISED: 3/31/2021

			CONSTRUCTION PROJECTS FOR		2023					
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 336	Bridge 7108 over the Prairie River	—	Bridge Replacement	\$675,000			\$75,000	\$600,000	Bridge Bonding	49
CR 336	Bridge 93290 over the Prairie River	—	Bridge Replacement	\$675,000			\$75,000	\$600,000	Bridge Bonding	49
CSAH 7	TH 38 to CSAH 75	7.1	Bituminous Rehabilitation	\$2,500,000	\$1,180,000			\$1,320,000	Federal	69,70,80
CSAH 43	TH 38 to Daley Larson Road	2.0	Bituminous Overlay	\$200,000	\$200,000					68, 69
CSAH 52	CR 340 to CR 342	2.8	Reconstruction	\$1,800,000	\$1,800,000					71
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	\$150,000	\$150,000					70
CSAH 78	CSAH 7 to CR 77	0.7	Bituminous Overlay/Rehab	\$200,000		\$200,000				80
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256	8.5	Bituminous Rehabilitation	\$850,000	\$850,000					35, 36
CSAH 93	(CR 227) CR 179 to CSAH 88	1.0	Bituminous Overlay	\$100,000	\$100,000					22
CSAH 97	CR 250 south to Hwy 169	1.25	Bituminous Rehabilitation	\$325,000	\$325,000					17
CR 427	CSAH 67 to CSAH 68	5.0	Bituminous Overlay	\$500,000			\$500,000			12, 17, 18
CR 432	CSAH 68 to 2.67 miles south	2.7	Bituminous Overlay	\$270,000			\$270,000			11
CR 440	CSAH 21 to Hwy 169	2.3	Bituminous Overlay	\$230,000			\$230,000			23, 24
CR 407	Rail Road Crossing		Crossing Surface Replacement	\$50,000			\$50,000			
	Various Roads		Routine Maintenance: Crack Sealing & Pavement Patches	\$150,000			\$150,000			
TOTAL				\$8,675,000	\$4,605,000	\$200,000	\$1,350,000	\$2,520,000		

PROJECTED STATE AID BALANCE		PROJECTED COUNTY PRESERVATION BALANCE		PROJECTED MUNICIPAL STATE AID BALANCE	
State Aid Balance End of 2022	-\$440,000	County Preservation Balance End of 2022	\$325,000	Municipal State Aid Balance End of 2022	-\$310,000
State Aid Allotment for Year 2023	\$5,400,000	County Preservation Allotment for Year 2023	\$680,000	Municipal State Aid Allotment for Year 2023	\$720,000
Transfer from Municipal Construction		Wheelage Tax	\$420,000	Transfer from Mun. Const. to State Aid Const.	
Engineering	\$250,000	County Preservation Construction for Year 2023	\$1,350,000	Municipal State Aid Construction for Year 2023	\$200,000
State Aid Construction for Year 2023	\$4,605,000	County Preservation Balance End of 2023	\$75,000	Municipal State Aid Balance End of 2023	\$210,000
State Aid Balance End of 2023	\$105,000				

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



Year	Road Number	LOCATION
2023	CR 336	Bridge 7108 over the Prairie River
2023	CR 336	Bridge 93290 over the Prairie River
2023	CR 407	Railroad Crossing
2023	CSAH 7	TH 38 to CSAH 75
2023	CSAH 43	TH 38 to Daley Larson Road
2023	CSAH 52	CR 340 to CR 342
2023	CSAH 75	CSAH 7 to park
2023	CSAH 78	CSAH 7 to CR 77
2023	CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256
2023	CSAH 93	(CR 227) CR 179 to CSAH 88
2023	CSAH 97	CR 250 south to Hwy 169
2023	CR 427	CSAH 67 to CSAH 68
2023	CR 432	CSAH 68 to 2.67 miles south

2023 Construction Projects

- Reconstruction
- Bituminous
- X Bridge Replacement
- + Railroad Crossing

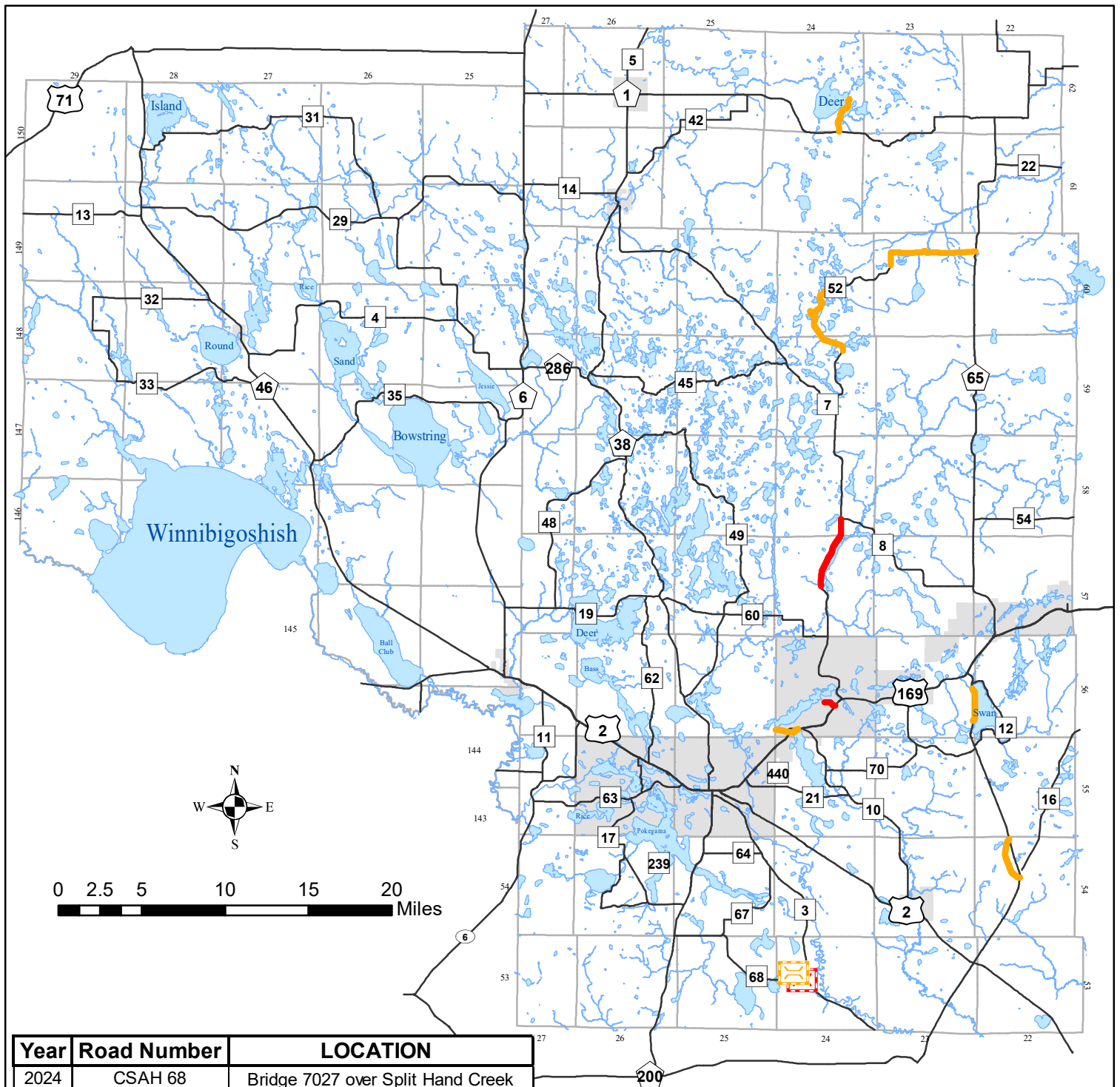
Itasca County 5-year Plan

REVISED: 3/31/2021

		CONSTRUCTION PROJECTS FOR		2024						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 68	Bridge 7027 over Split Hand Creek	—	Bridge Replacement	\$500,000	\$100,000			\$400,000	Bridge Bonding	12
CR 439		—	Culvert Replacement	\$400,000	\$50,000			\$350,000	Bridge Bonding	12
CSAH 7	CSAH 59 to CSAH 8	4.0	Reconstruction & Paving	\$4,000,000	\$4,000,000					39, 49
CSAH 52	TH 65 to Horsehead Lake Trail	5.9	Base & Bituminous	\$1,400,000	\$1,400,000					72
CSAH 52	CR 340 to CR 342	2.8	Base & Bituminous	\$700,000				\$700,000	UT	71
CSAH 52	3.8 miles north of CSAH 7 to CR 340	3.5	Bituminous Overlay	\$350,000	\$350,000					60, 71
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	\$35,000			\$35,000			71
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	\$225,000			\$225,000			93
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	\$270,000			\$270,000			20
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	\$400,000			\$400,000			32, 33
CSAH 15	TH 169 to end	0.70	Reconstruction	\$700,000		\$700,000				31
CSAH 61	Coleraine City Limits to Hwy 169	1.70	Bituminous Overlay/Rehab	\$350,000		\$350,000				31
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	\$150,000			\$150,000			
TOTAL				\$9,480,000	\$5,900,000	\$1,050,000	\$1,080,000	\$1,450,000		

PROJECTED STATE AID BALANCE		PROJECTED COUNTY PRESERVATION BALANCE		PROJECTED MUNICIPAL STATE AID BALANCE	
State Aid Balance End of 2023	\$105,000	County Preservation Balance End of 2023	\$75,000	Municipal State Aid Balance End of 2023	\$210,000
State Aid Allotment for Year 2024	\$5,500,000	County Preservation Allotment for Year 2024	\$680,000	Municipal State Aid Allotment for Year 2024	\$750,000
Transfer from Municipal Construction		Wheelage Tax	\$420,000	Transfer from Mun. Const. to State Aid Const.	
Engineering	\$250,000	County Preservation Construction for Year 2024	\$1,080,000	Municipal State Aid Construction for Year 2024	\$1,050,000
State Aid Construction for Year 2024	\$5,900,000	County Preservation Balance End of 2024	\$95,000	Municipal State Aid Balance End of 2024	-\$90,000
State Aid Balance End of 2024	-\$545,000				

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



Year	Road Number	LOCATION
2024	CSAH 68	Bridge 7027 over Split Hand Creek
2024	CR 439	Bridge 7026 over Split Hand Creek
2024	CSAH 7	CSAH 59 to CSAH 8
2024	CSAH 52	TH 65 to Horsehead Lake Trail
2024	CSAH 52	CR 340 to CR 342
2024	CSAH 52	3.8 miles north of CSAH 7 to CR 340
2024	CR 340	CSAH 52 to end of pavement
2024	CR 533	TH 1 to end of pavement
2024	CR 560	TH 65 to TH 65 (Goodland)
2024	CR 560	TH 65 to TH 65 West Shore
2024	CSAH 15	TH 169 to end
2024	CSAH 61	Coleraine City Limits to Hwy 169

2024 Construction Projects

- Reconstruction
- Bituminous
-  Bridge Replacement
-  Culvert Replacement

Itasca County 5-year Plan

REVISED: 3/31/2021

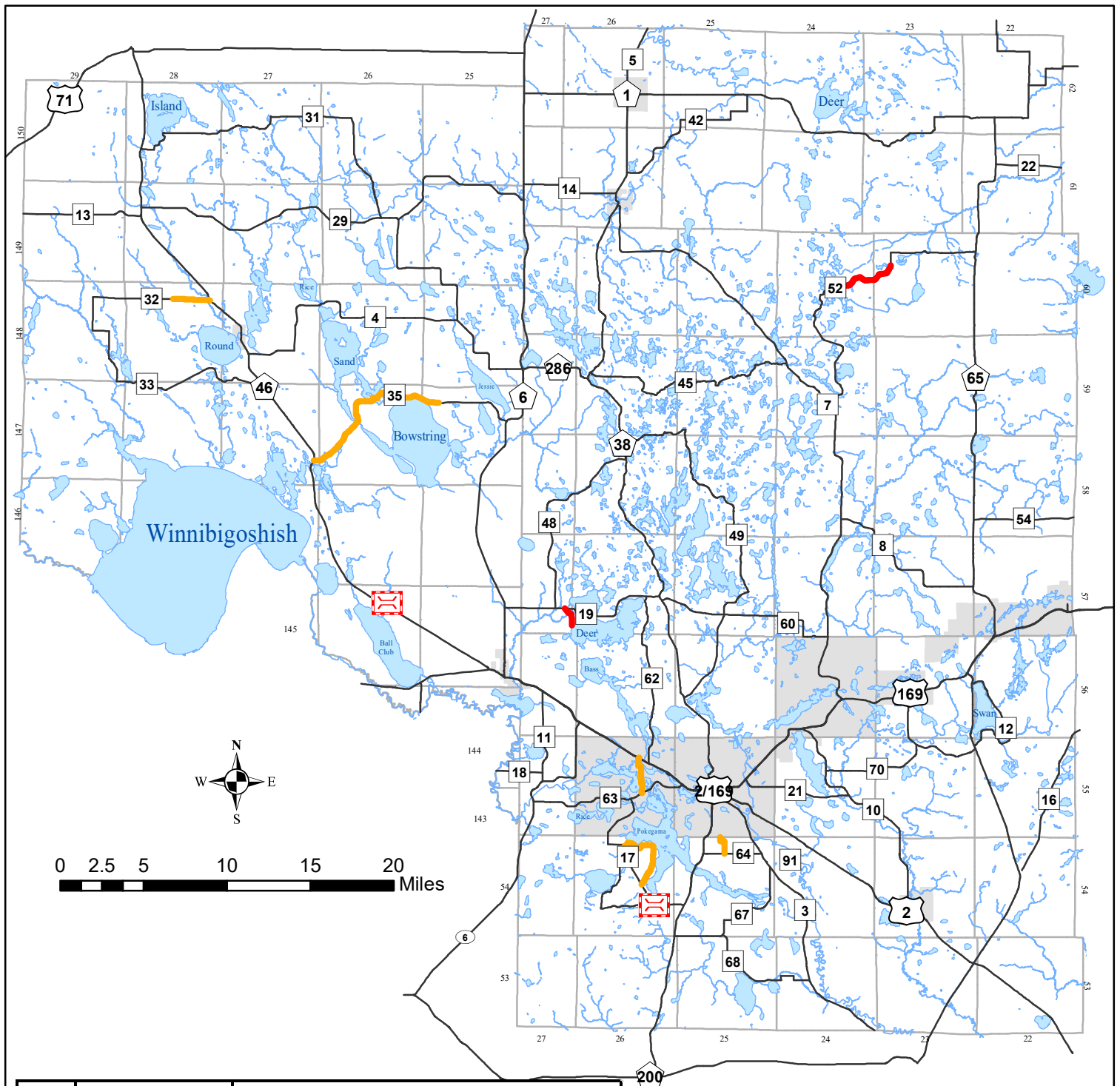
		CONSTRUCTION PROJECTS FOR		2025						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municipal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 17	Bridge 7146	–	Bridge Replacement	\$600,000	\$100,000			\$500,000		16
CR 140	Bridge 88193	–	Bridge Replacement	\$500,000			\$100,000	\$400,000		34
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Reconstruction	\$2,620,000	\$1,400,000			\$1,220,000	Federal	71, 72
CSAH 35	TH 46 to CR 175	9.9	Bituminous Overlay & Rehab	\$1,700,000	\$1,700,000					54, 55
CSAH 32	TH 46 to End Pavement	2.2	Bituminous Overlay	\$250,000	\$250,000					64
CSAH 62	CSAH 63 to Hwy 169	2.4	Bituminous Overlay/Bridge Rehab	\$500,000		\$500,000				22
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19	1.2	Reconstruction	\$850,000	\$850,000					36
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25	Bituminous Rehabilitation	\$400,000	\$400,000					23
CR 239	CSAH 17 to CSAH 17	4.6	Bituminous Overlay	\$600,000			\$600,000			16
	Various Roads		Routine Maintenance: Crack Sealing & Pavement Patches	\$150,000			\$150,000			
TOTAL				\$8,170,000	\$4,700,000	\$500,000	\$850,000	\$2,120,000		

PROJECTED STATE AID BALANCE	
State Aid Balance End of 2024	-\$545,000
State Aid Allotment for Year 2025	\$5,500,000
Transfer from Municipal Construction	
Engineering	\$250,000
State Aid Construction for Year 2025	\$4,700,000
State Aid Balance End of 2025	\$5,000

PROJECTED COUNTY PRESERVATION BALANCE	
County Preservation Balance End of 2024	\$95,000
County Preservation Allotment for Year 2025	\$680,000
Wheelage Tax	\$420,000
County Preservation Construction for Year 2023	\$850,000
County Preservation Balance End of 2023	\$345,000

PROJECTED MUNICIPAL STATE AID BALANCE	
Municipal State Aid Balance End of 2024	-\$90,000
Municipal State Aid Allotment for Year 2025	\$750,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	\$500,000
Municipal State Aid Balance End of 2025	\$160,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025

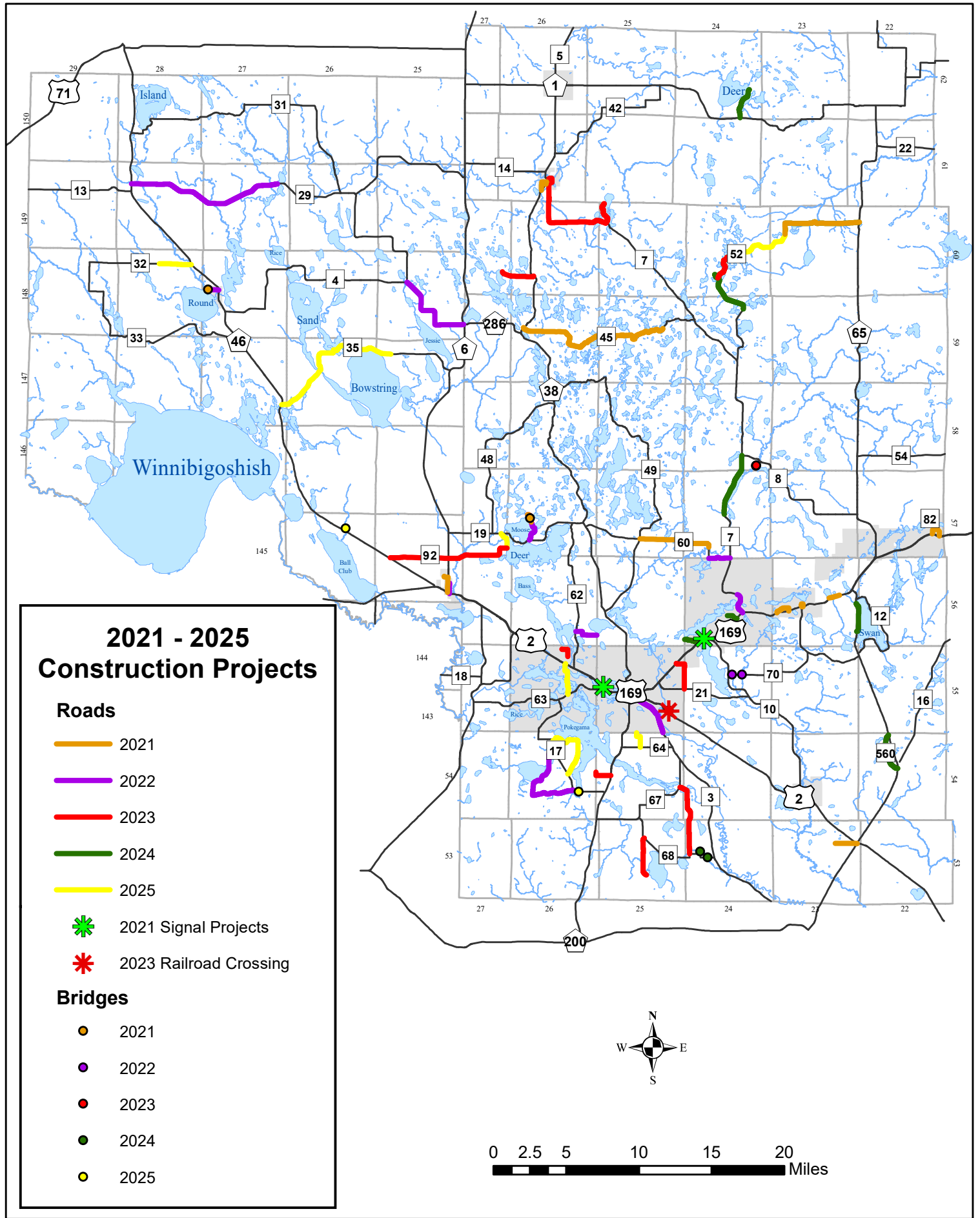


Year	Road Number	LOCATION
2025	CSAH 17	Bridge 7146
2025	CR 140	Bridge 88193
2025	CSAH 52	CR 342 to Horsehead Lake Trail
2025	CSAH 35	TH 46 to CR 175
2025	CSAH 32	TH 46 to End Pavement
2025	CSAH 62	CSAH 63 to Hwy 169
2025	CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
2025	CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
2025	CR 239	CSAH 17 to CSAH 17

2025 Construction Projects

- Reconstruction
- Bituminous
-  Bridge Replacement

ITASCA COUNTY CONSTRUCTION PROJECTS 2021 - 2025



March 10, 2021

Karin Grandia, P.E.
Itasca County Highway Dept.
123 NE 4th Street
Grand Rapids, MN 55744-0688

RE: Five-Year Plan for Highway Improvements public input

Karin;

Thank you for the opportunity to present Ardenhurst Town Board's suggestions. We have concerns about CR 24 and CR 31 as follows:

CR 24 The culverts were replaced on this road prior to the re-surfacing of this road about nine or ten years ago. There are roughly 15 of these culverts on the paved portion of CR 24 and most of these road crossings have persistent and significant depressions. The county highway department has performed piecemeal attempts at repairs of a few of these defects using cold patch or other materials. Those repairs have been some slight improvements but problems remain. We are asking the county to consider contracting with a professional paving contractor or take other measures to repair or improve **all** of these unsafe and annoying defects.

CR 31 Approximately 1½ miles of this gravel road from at about 1¼ miles east of State Highway 46 to about 2¾ miles east is subject to very poor conditions during spring thaw (right now!) and during other wet periods. We would ask the county to consider reconstruction of this unsafe road.

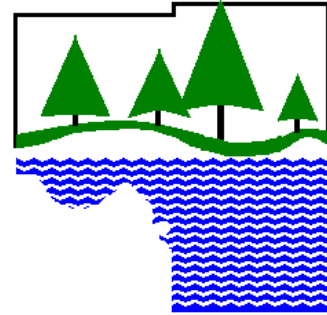
I would be happy to meet with your staff if further input or a sight inspection is required.

Andy Martin

Chairman
Ardenhurst Town Board

ITASCA COUNTY

Transportation Department
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2853 Fax (218) 327-0688



March 16, 2021

Andy Martin
Ardenhurst Town Board
PO Box 13
Northhome, MN 56661

RE: Itasca County 5 Year Plan

Dear Mr. Martin:

We've reviewed your concern regarding the pavement conditions at multiple culvert locations along CSAH 24. We acknowledge that it is likely frustrating to have to routinely drive over them. We as well are disappointed that they exist. To my knowledge, during the culvert installations, unsuitable, wet soils were replaced with aggregate base materials and therefore created a difference in soils at each location. The existing soils likely hold water and expand during freezing conditions more than the aggregate base backfill that was used over the culverts. It is my understanding that the pavement conditions at these locations improve during the summer months. I have discussed this issue with maintenance staff and will address the issue in 2021.

I recently drove CSAH 31 to review your concerns in regards to the poor road conditions during spring thaw. We will mark these locations and place additional gravel in 2021 to make the necessary road improvements.

Thank you for your comments.

Sincerely,

A handwritten signature in black ink, which appears to read "Ryan Sutherland". The signature is fluid and cursive, with a long horizontal line extending from the end.

Ryan Sutherland, P.E.
Assistant County Engineer

Karin Grandia

From: Karin Grandia
Sent: Thursday, February 18, 2021 4:31 PM
To: Lee Moeller
Cc: Ryan Sutherland; Ben Denucci
Subject: RE: Scenic highway 7

Lee:

Thanks for bringing your concerns to my attention. I agree that the segment from CSAH 57 to Lawrence Lake is in bad shape and needs to be addressed. As you may know, back in 2003, Itasca County did a resurfacing project in this section that consisted of removing and replacing 4" of the existing bituminous. That did improve the driving surface for a short time but there are subgrade issues that must be addressed to really correct the problem and allow the bituminous to perform as intended. The last traffic count we have in that area is from 2017 and is just over 1000 cars per day. While this is not the highest traffic count road in the County, it is definitely a very important route on our system.

I would like to provide you with some background information on how we put together the 5 year plan. Itasca County will receive 5.3 million for construction on our state aid system (generally 1 and 2 digit roads) in 2021. We try to have a blend of pavement preservation, bridges and reconstruction projects every year to preserve the existing pavements and bridges and improve existing routes by reconstructing the road to improve the subgrade soils, thereby providing a sound base for the pavement to sit on. In 2024 the portion of CSAH 7 planned for reconstruction is from CSAH 59 to CSAH 8. That is slightly longer than the segment you referenced but makes logic end points for detours. We estimate that the construction will cost about 4 million dollars. That will include all regrading and paving costs. I believe during the time that I have been with Itasca County (since 2003) there has only been one other project with a cost estimate higher than this one. But I want to assure you that cost is not the only reason the construction is currently planned for 2024. This is a large project with numerous challenges. There are property's with houses close to the road, Lawrence Lake is close and there are a lot of owners to deal with for property acquisition.

As far as what type of section we build, when we use state aid funds to improve a road, we are obligated to meet certain state rules. Those rules require that we have 12' lanes, 4' shoulders, a gradual inslope (4' horizontal for every 1' vertical) to the ditch which provides for improved safety.. Additionally, when we improve the subbase, we need a place for any water that gets into the road to drain out to. We use this opportunity to build ditches to transport water and to provide space to store snow in the winter.

We already have a survey of the existing road and are working on plans to present to property owners so we can begin right of way acquisition. We have sent out very preliminary information to property owners letting them know that this construction is upcoming and that they should expect to hear more from us. It is true that we have heard some concerns about right of way acquisition, but that is the case on every project and not at all unusual. I am confident that we will be able to acquire the necessary property to move this project forward.

As far as timing goes, the main issue is the time it will take to make contact, explain and negotiate with so many property owners. This project has 81 parcels and 72 different property owners. That is by far the most we have ever had on any one project. One thing we are considering is to use some outside consultant to work on right of way acquisition and that may help speed the process along. We are in communication with a consultant to get some preliminary pricing and timelines for consideration.

We will continue to work towards completing the plans and right of way so we can move this project forward. If it is possible to move it up a year, we would do that. However, I do want to stress that this is a complex project that will take time to develop.

Please feel free to reach out to me and we can discuss it further if you would like.

Karin Grandia, P.E.
Itasca County Engineer
123 NE 4th Street
Grand Rapids, MN 55744
218-327-7389 office
218-244-2313 cell
Karin.grandia@co.itasca.mn.us

From: Lee Moeller <leemoeller@live.com>
Sent: Tuesday, February 16, 2021 12:53 PM
To: Karin Grandia <Karin.Grandia@CO.ITASCA.mn.us>
Subject: Scenic highway 7

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from [Mail](#) for Windows 10

Good morning Karin, Ive talked to Ryan and Rebecca (balsam) and was referred to the county garage and or Ben (county commissioner) I don't know if you've been up the scenic in the last few years. But it ridiculous to drive on that stretch from 57 to the Lawrence lake access. There are countless motorhomes, trucks, campers all pulling trailers with boats wheelers etc. Ive seen a riding lawn mower a four wheeler, among parts from cars and trucks scattered along the highway and in the ditch. It has to be one of the busiest roads in the county. I was told from Ryan its not even on the list until 2024 if then. He explained to me that there is so much property they have to buy from land owners (many whom don't want to sell) that it will cost a fortune. Its not the Autobhan, we dont have to straighten it out. I really don't think it has to look like north of the balsam store with 60 ft ditches. They've spent a fortune on the 60 cut across for whqt 10, 12 homes on that road. Im going to get a petition to try and get this moved up on the docket and anyone else at the state level that could help and move this up or at least chisel up and over lay the stretch I mentioned earlier. The county garage guys all feel the same way its very hard on the plows and blades. Thank you for your time and any imput you would have would be much appreciated. Lee moeller



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1468

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Robin Scofield

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of an Undivided One-Half interest in the Southeast Quarter of the Southwest Quarter (SE of SW), Section Eighteen (18), Township Sixty-one (61), Range Twenty-two (22) by Robin Scofield.

BACKGROUND:

This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 06-018-3400 Scofield map
2. Application Scofield

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

RESOLUTION

RE: REPURCHASE OF UNDIVIDED ONE-HALF INTEREST IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE OF SW), SECTION EIGHTEEN (18), TOWNSHIP SIXTY-ONE (61), RANGE TWENTY-TWO (22)

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

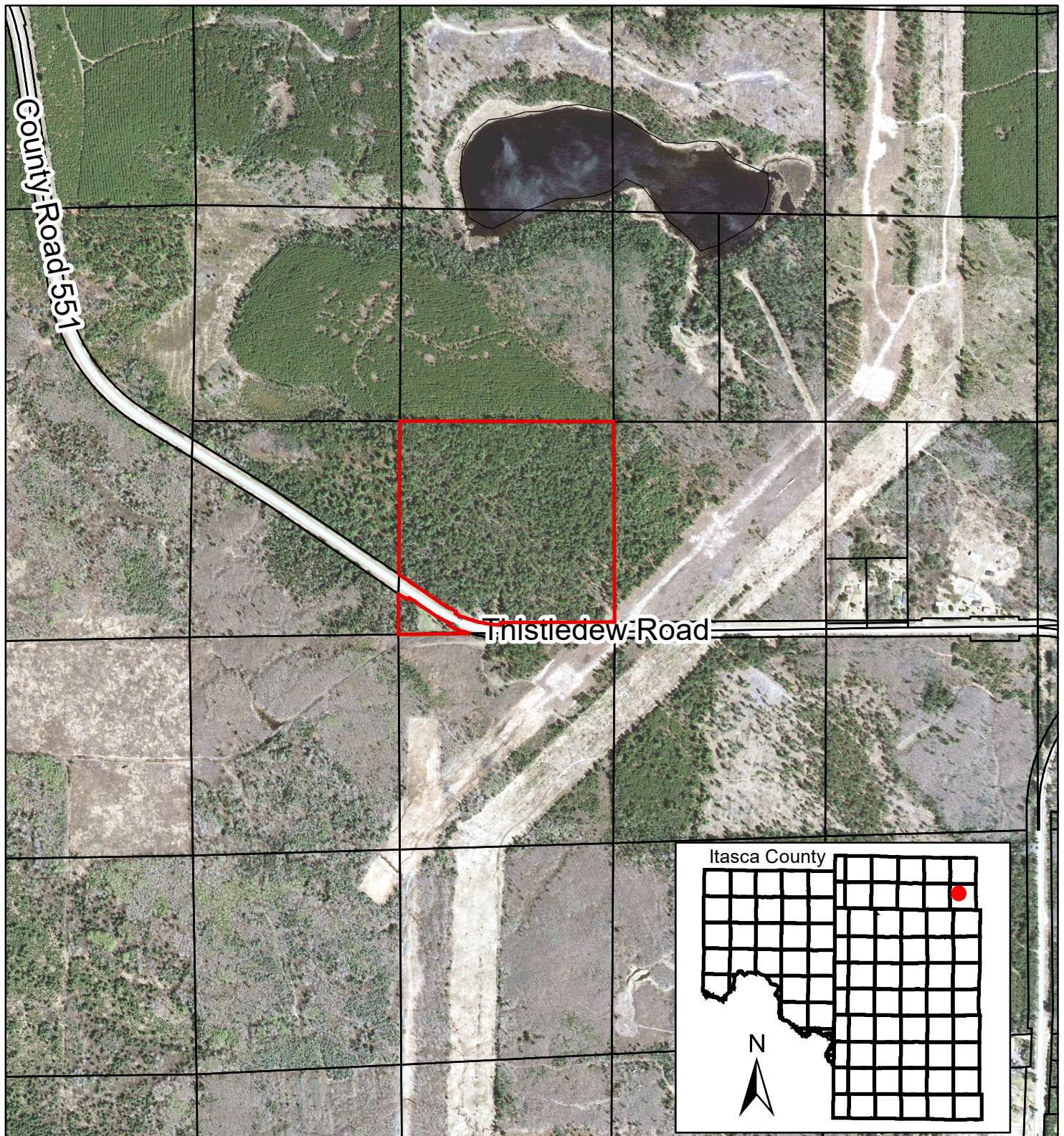
WHEREAS, the applicant, Robin Scofield, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
an undivided one-half interest in the Southeast Quarter of the Southwest Quarter (SE of SW),
Section 18, Township 61, Range 22, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Robin Scofield, subject to payment including taxes, penalties and interest of \$3,000.53; deed tax \$9.90; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$3,381.43.

Repurchase Application by Robin Scofield



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Itasca Geographic Information System

"Decision support through automation"

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APPLICATION FOR REPURCHASE OF FORFEITED LANDS**Pursuant to Minnesota, Statutes Section 282.241****To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota:**

The undersigned **Robin Scofield** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

**Undivided One-half (1/2) interest in the Southeast Quarter of the Southwest Quarter (SE of SW)
located in Itasca County
SECTION 18, TOWNSHIP 61, RANGE 22**

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2020

That such taxes became delinquent 2014 and remained delinquent

and unpaid for the subsequent years of 2014 thru 2017, 2020, and 2021

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.

251, is the sum of **Three Thousand Three Hundred Eighty-one and 43/100th Dollars (\$3,381.43)**, which includes (taxes, penalties & interest \$3,000.53; plus deed tax \$9.90; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

*MISSED PAYING TAXES WOULD
LIKE TO REPURCHASE IT,*

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated MARCH 15, 2021

Robin C Scofield
Applicant

Applicant

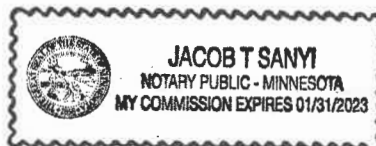
**State of Minnesota, } ss.
County of ~~Itasca~~ Hennepin**

Robin Scofield, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

15th day of March, 2021

Robin Scofield





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1492

DEPARTMENT: Land Department

PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Lance Hopke

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Lots Eight (8) and Nine (9), Block Eleven (11), NASHWAUK by Lance Hopke.

BACKGROUND:

This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 95-410-1140 Hopke map
2. Hopke Application

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

RESOLUTION

RE: REPURCHASE OF LOTS EIGHT (8) AND NINE (9), BLOCK ELEVEN (11) NASHWAUK

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

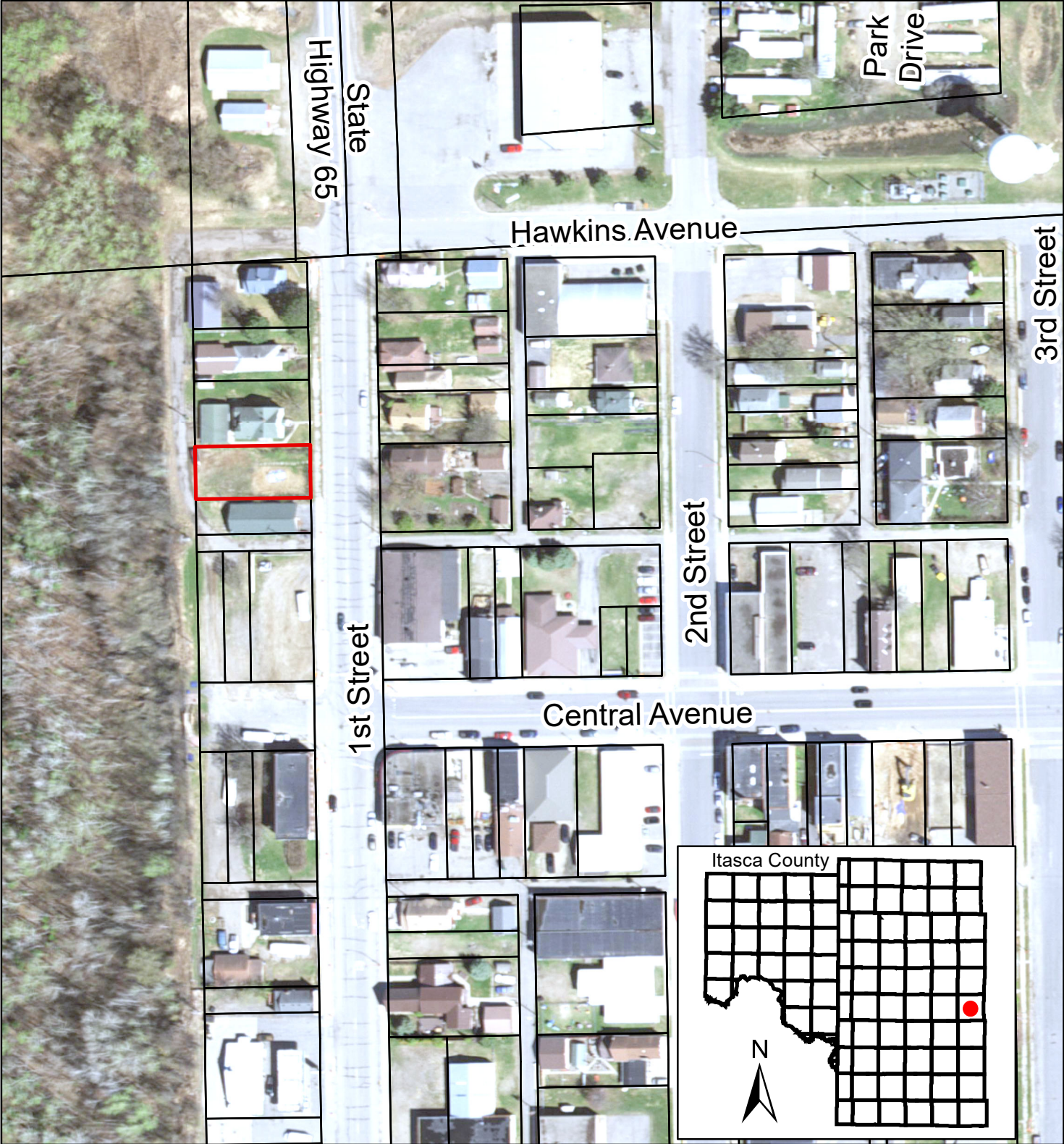
WHEREAS, the applicant, Lance Hopke, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Lots Eight (8) and Nine (9), Block Eleven (11), Nashwauk, and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Lance Hopke, subject to payment including taxes, penalties and interest of \$1,152.17; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$1,524.82.

Repurchase Application by Lance Hopke

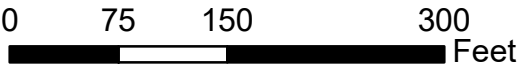


This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Itasca Geographic Information System
"Decision support through automation"

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APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To the Board of County Commissioners and the County Auditor of Itasca County, Minnesota:

The undersigned Lance T. Hopke, hereby make application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said Itasca County, Minnesota, and more particularly described as follows:

Lots Eight (8) and Nine (9), Block Eleven (11) NASHWAUK

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owner and taxpayer.

That said land forfeited to the State on the 31ST day of October, 2020>

That such taxes became delinquent in 2016 and remained delinquent and unpaid for the subsequent years of 2017, 2019 AND 2020.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of \$ 1,524.82 (sum of application fee \$300.00; deed issuance fee \$25.00; taxes, penalties and interest \$ 1,152.17; deed tax \$1.65; recording fee \$ 46.00).

Applicant offers to pay aforementioned aggregate amount due in full.

That permission to repurchase said land is hereby requested for the reasons stated as follows:

I Fell behind on my taxes and would like to repurchase the land.

Dated 31 day of March, 2021

Lance T. Hopke
Applicant

Applicant

State of Minnesota, }ss.
County of Itasca

Lance T. Hopke, being duly sworn, deposes and says: that he/she is the applicant and petitioner in the forgoing petition; that he/she has read said petition and knows the contents thereof; that the same is true of his/her own knowledge save as to the matters therein stated on information and belief and as to those matters he/she believes it to be true.

Subscribed and sworn to before me this 31 day of March, 2021.



Cindy Shevich
Notary Signature



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1470

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land to the City of Calumet

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 1 & 2, Block 5 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

BACKGROUND:

The City of Calumet has requested purchase of tax-forfeited land legally described as Lot 1 and Lot 2, Block 5, ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of \$100.00. Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than their market value if the county board determines that

(1) a reduced price is necessary to provide an incentive to correct the blighted conditions that make the land undesirable in the open market, and

(2) the governmental subdivision has documented its specific plans for correcting the blighted conditions.

The Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined the land to be undesirable in the open market due to blighted conditions. The City of Calumet has documented plans to correct the blighted conditions at the expense of the City of Calumet.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Resolution City

04/06/2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF CALUMET

WHEREAS, the City of Calumet has requested purchase of tax-forfeited land legally described as Lot 1 and Lot 2, Block 5, ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of \$100.00 and,

WHEREAS, Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than their market value if the county board determines that

(1) a reduced price is necessary to provide an incentive to correct the blighted conditions that make the land undesirable in the open market, and

(2) the governmental subdivision has documented its specific plans for correcting the blighted conditions, and

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined the land to be undesirable in the open market due to blighted conditions, and

WHEREAS, the City of Calumet has documented plans to correct the blighted conditions at the expense of the City of Calumet, now therefore

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

CITY OF CALUMET
RESOLUTION NUMBER 20-12-15

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF CALUMET

**A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST PARCEL FOR AN
AUTHORIZED PUBLIC USE**

WHEREAS, there is a residence located at 241 2nd Ave. and legally described as:
Lots 1 and 2 Block 5 of the Original Townsite of the Village of Calumet, Itasca County, Minnesota; and

WHEREAS, Minnesota Statute 282.01 subd. 1a (e) allows for, upon written request of a
governmental subdivision of the state, the County Board's approval of the conveyance of a tax forfeited
trust land to the public entity for an authorized public use of the tax forfeited trust land; and

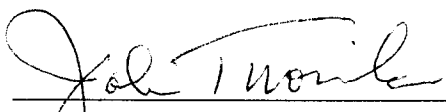
WHEREAS, the property has forfeited to the State of Minnesota, in trust for the taxing districts,
and is managed by Itasca County. The property is a hazard to public safety. Inspection of the premises
was completed by State Building Inspector Murray Ward on November 12, 2020; and

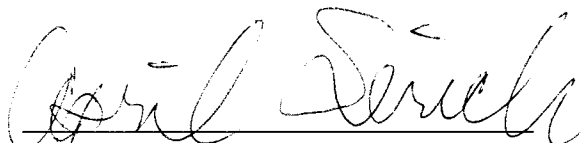
WHEREAS, the building is deemed to be uninhabitable and it is apparent to the City of Calumet
that the structure located at 241 2nd Ave. constitutes a hazardous building as defined in Minnesota
Statute 465.15, Subd. 3; and

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CALUMET respectfully requests that
Itasca County withhold the property from sale. The City of Calumet also requests, that the Itasca County
Board consider approving conveyance of said tax-forfeited trust parcel to the City of Calumet for
\$100.00, as provided for under Minnesota Statute 282.01 Subd. 1a (e) and Minnesota Statute 465.035,
due to blighted conditions. The City of Calumet would then be willing to coordinate the removal of the
structures and pay for the same.

Upon vote taken, the following voted: For: Strand, Pitts, Zaren, Tuorila and Bailey
Against: None

Whereupon, said Resolution Number 20-12-15 was declared duly passed and adopted this 15th day of
December, 2020.


By: John Tuorila, Mayor


Attest: April Serich, City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1489

DEPARTMENT: Land Department

PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Award Earthen Materials Lease, Section 4 T60N-R23W

BOARD ACTION REQUESTED:

Award Earthen Materials Lease located in NWSW, Section 4, Township 60 North, Range 23 West (Unorganized Township) to William J. Schwartz & Son's Excavating and authorize signatures.

BACKGROUND:

On March 23, 2021, the County Board authorized a public auction for earthen materials in NWSW, Section 4, Township 60 North, Range 23 West. The auction was held April 1, 2021 at the Land Department.

William J. Schwartz & Son's Excavating was the only bidder at the appraised price of \$1.50/cubic yard - minimum 8,000 cubic yards.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bid Form completed_Schwartz
2. Bear Lake EML_2021

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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ORAL AUCTION of EARTHEN MATERIALS

April 1, 2021 @ 8:30 a.m.

Pursuant to the March 23, 2021 official action of the Itasca County Board of Commissioners and under authority of M.S. 282.04, Subd. 1, earthen material on tax-forfeited land will be offered for sale by oral auction at Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, Minnesota, on Thursday, April 1, 2021 at 8:30 a.m.

Common borrow earthen material will be sold at a minimum value of \$1.50/cubic yard[^], loose volume, and in the minimum amount of 8,000 cubic yards on the following location:

NWSW, Section 4; NESE, Section 5; Township 60 North, Range 23 West (Unorganized Twp)

Earthen materials will be sold to the highest bidder at not less than the appraised value listed. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Specifications can be obtained from the Land Commissioner's Office, 1177 LaPrairie Avenue, Grand Rapids, MN.

Itasca County reserves the right to reject any and all bids, if it is in the best interest of the County to do so.

Auction Results

Successful Bidder: *Michael Gibbons*
Schunke - Superior

Bid Amount: \$ 1.50 /cu. yd.

Michael Gibbons
Michael Gibbons
Assistant Land Commissioner

Kay Can
Witness

[^]Reclamation fee of \$0.10/cubic yard to be added to bid price.

ITASCA COUNTY

LEASE FOR REMOVAL OF EARTHEN MATERIALS FROM TAX FORFEIT LANDS

This Agreement made this 13th day of April 2021, by and between the Itasca County Land Department, County of Itasca a body corporate and politic, hereinafter referred to as Lessor, and William J. Schwartz & Son's Excavating, 34882 Scenic Highway, Bovey, MN 55709, hereinafter referred to as Lessee, and

WHEREAS, Pursuant to MN Stat. 282.04, Subd. 1, and approval by the Board of County Commissioners, the Lessor has offered at public sale earthen materials identified and appraised by the Land Department. Said materials located on:

NWSW Section 4 and NESE Section 5, Unorganized Township 60 North, Range 23 West of the 4th PM, as determined by Itasca County Land Department

WHEREAS, the Lessee was the successful bidder for the above described pit run material having offered a bid of \$1.50 per cubic yard, loose volume (LV); An additional \$0.10/cubic yard reclamation fee to be added for a total of \$1.60/cubic yard (LV).

NOW, THEREFORE, in consideration of the terms, covenants and obligations hereinafter contained, the parties do agree as follows:

- 1) Lessee agrees that payment for all earthen materials removed from said pit shall be at the rate of \$1.50 per cubic yard loose volume (LV) measure, plus \$0.10/cubic yard reclamation fee. The Lessee shall make an initial non-refundable payment as follows:
 - a. Minimum taking of 8,000 cubic yards (LV) X \$1.50/cubic yard - \$12,000.00
 - b. Sales tax on earthen materials \$12,000.00 X \$0.06875 MN tax - \$825.00
 - c. Reclamation fee on 8,000 cubic yards X \$0.10/cubic yard - \$800.00
 - d. Administration fee - \$150.00
 - e. **TOTAL DUE - \$13,775.00**
- 2) Timber damages will be determined and charged for at prevailing prices based on what damages occur. Lessee must pay for stumpage on any timber that must be removed.
- 3) Billing and payment for the materials taken under this permit shall be based upon weight, cross-section measurement, or truck load measurements taken after the execution of this contract. The Lessor and Lessee agree that a combination of methods may be used to determine pit volume removed as described herein. Methods and manner of determining pit volume removed must be deemed acceptable by Land Commissioner. In the event of any dispute, the decision of the Land Commissioner as to the amount of materials removed shall be final.
- 4) The sale of earthen material described herein, does not imply that the material meets the standards for quality or quantity that may be required for any specific projects on which it may be used. Lessee shall determine the suitability of said materials prior to its purchase.
- 5) That Lessee agrees that future final payment to the Lessor for materials taken shall be made after all earthen materials have been extracted and as billed based on estimates of materials removed as determined by the Land Commissioner from measurements taken by Itasca County Transportation Department. Payments by the Lessee shall be made within thirty (30) days of billings and checks made payable to the Itasca County Auditor and mailed to the Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744. After thirty (30)

days, any unpaid bills will accrue interest at a rate of 12% APR. This lease for purchase of earthen materials shall expire on December 31, 2021. There may be additional agreements for the storage of materials that extend beyond the 2021 date. These agreements will be negotiated separately.

- 6) The Lessor retains the right to have the Itasca County Land Department make periodic inspections of the pit site to ensure compliance with the terms of this contract. Further, it is understood and agreed that the Lessor may make periodic inquiries and verification concerning the Lessee's project and amount of materials utilized by the Lessee from the pit operations.
- 7) The Lessee further agrees that in removing materials from said pit, the Lessee shall comply with the following conditions:
 - A. All clearing, excavation, stockpiling or filling attendant to pit operations shall be at least 100 feet from the right of way of any public road and in compliance with zoning or other requirements.
 - B. Any topsoil remaining in the pit area after clearing and grubbing operations shall be stripped and stockpiled in a location approved by the Land Commissioner.
 - C. Existing vegetation shall remain as a screen between the pit site and surrounding public roads. If additional screening is requested, a sketch and description of the required screening shall be composed by the Land Commissioner and provided to the Lessee. At Lessee's expense, Lessee shall thereafter complete the requested screening in a reasonable amount of time and in a reasonable manner.
 - D. The Lessee shall insure that the pit shall not drain directly into any protected water. All areas of the pit shall be adequately drained to prevent confinement of water; no pit shall be excavated to a depth closer than 12 inches above adjoining swamp water levels to provide adequate root depth to sustain a commercially productive forest, unless approved in writing by the Land Commissioner.
 - E. All entrances and exits shall be constructed so as not to create a traffic safety hazard, and during the hours of operation of the pit, "Trucks Hauling" signs shall be placed along all public roadways leading to the pit entrance(s) at a distance of not less than 500 feet from the entrance(s). Hours of operation shall be in accordance with those set forth in the Itasca County Environmental Services' Extractive Uses Handout (see Itasca County Environmental Services website for details).
 - F. All barriers controlling access to the pit, such as gates, etc., shall have prior approval of the Land Commissioner, and shall be clearly visible to prevent safety hazards to snowmobilers and other members of the public. The use of cable, chain, or similar type barriers is specifically prohibited by the Lessor.
 - G. All trees, brush, stumps and debris resulting from clearing, stripping and pit operations shall be burned or hauled away upon cessation of pit operations. Burying materials is not allowed. All burning shall be done in accordance with Minnesota Statutes and Department of Natural Resources regulations.
 - H. The Lessee is solely responsible for compliance with all applicable State, Federal and Local laws, including OSHA, MPCA, and MSHA Regulations, during the term of this agreement and responsible for acquiring any necessary permits.

- I. The Lessee must confine operations to the boundaries established by the Land Commissioner.
 - J. Cubic yards of aggregate removed from tax forfeit property, for which a royalty payment is assessed, shall be based on a loose volume measurement. The following conversion factors will apply.
 - One short ton = 0.7143 cubic loose yards
 - One cubic yard loose volume = 1.4 short tons
 - One cubic yard bank volume measure = 1.2 cubic yards loose volume
 - One short ton = 2,000 pounds
- 8) The Lessee shall always keep the permit area neat and free from refuse during the life of this permit. Prior to expiration of this permit or cessation of the operation, all equipment of the Lessee shall be removed from the pit site. Large rocks must be placed at the edge of the disturbed area at a location agreeable with the Lessor.
- 9) There is are number of existing forest access roads that may be rendered unusable from this extractive use. Any forest roads that are unusable must be replaced in a location agreeable with the Lessor at the Lessees sole expense. Replacement roads must be built to a similar quality to the roads rendered unusable.
- 10) Prior to cessation of the operation, the Lessee shall slope all sides or banks of the pit from any common property line to the floor of the pit, to minimize the hazard to the public and to minimize erosion. In no case shall there be a slope steeper than 3:1. The top of all banks shall be rounded with a radius of approximately ten (10) feet. The bottom of the pit shall be shaped so as not to pond water during normal weather conditions. All reclaiming activity must be done keeping in mind any zoning or other requirements for temporary borrow areas. General shaping shall be done to give the appearance of a closed pit, except where agreed upon.
- 11) In reclaiming the excavated area no topsoil may be spread on the disturbed area. All topsoil set aside must be left in piles for future reclamation in locations designated by the Lessor.
- 12) It is specifically understood that this permit may not in any way be reassigned by the Lessee to any other party. The Lessee may not grant permission to any third parties to enter upon the property described in said permit without first obtaining written approval from the Land Commissioner.
- 13) The Lessor retains the right to suspend and/or terminate this permit immediately upon breach of any of the terms or conditions herein set forth.
- 14)
- A. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this contract.
 - B. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles
- | | |
|--|---------------|
| | <u>Limits</u> |
| | \$1,500,000 |

- c. Workers' Compensation and Employer's Liability:
- Statutory
Limits
- If the Lessee is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- | | |
|--------------------------|---------------|
| | <u>Limits</u> |
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of Lessee to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Lessee shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with Lessor to the attention of Land Commissioner, Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. Lessee also agrees that any contract let by Lessee for the performance of the work on

the Site as provided herein shall include clauses that will: (1) require the Lessee to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Lessee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Lessee to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Lessee is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverage above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of Lessee's Subcontractor(s) to purchase additional insurance that may be necessary for the project.

D. Lessee further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the Lessor under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein the Lessor reserves the right to terminate, suspend or rescind this contract if the Lessee is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Lessee.

All insurance policies shall be open to inspection by the Lessor upon written request.

- 15) That the Lessee shall be financially responsible for and take all actions necessary to open the described tract (pit) for the extraction of earthen materials which shall include the construction of any access roads. These actions shall be in conformance with all statutes, rules and regulations and further subject to approval of Lessor.
- 16) Itasca County Land Commissioner is the authorized agent of Itasca County for the purposes of management of this lease agreement. All communications, notices, or demands from the parties shall be directed to the Land Commissioner at the Itasca County Courthouse, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 (218) 327-2855, on behalf of the Lessor and Bob Schwartz, on behalf of the Lessee.

LESSEE

William J. Schwartz & Son's Excavating

Authorized Representative

Date

LESSOR

By: _____
Itasca County Auditor Date

By: _____
County Board Chair Date

Approved as to form and execution

Itasca County Attorney Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1490

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Award Earthen Materials Lease, s.2,4&5 T60N-R23W

BOARD ACTION REQUESTED:

Award Earthen Materials lease located in SESE, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; All in Township 60 North, Range 23 West (Unorganized Township) to Kern & Tabery, Inc. and authorize necessary signatures.

BACKGROUND:

On March 23, 2021, the County Board authorized a public auction for earthen materials in SESE, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; All in Township 60 North, Range 23 West. The auction was held April 1, 2021 at the Land Department.

Kern & Tabery, Inc. was the only bidder at appraised value of \$1.00/cubic yard - minimum 12,000 cubic yards.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bid Form Completed_K&T
2. Temp_Borrow cty 52 Project_EML

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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ORAL AUCTION of EARTHEN MATERIALS

April 1, 2021 @ 8:45 a.m.

Pursuant to the March 23, 2021 official action of the Itasca County Board of Commissioners and under authority of M.S. 282.04, Subd. 1, earthen material on tax-forfeited land will be offered for sale by oral auction at Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, Minnesota, on Thursday, April 1, 2021 at 8:45 a.m.

Common borrow earthen material will be sold at a minimum value of \$1.00/cubic yard, loose volume, and in the minimum amount of 12,000 cubic yards on the following location:

SESE, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; Township 60 North, Range 23 West (Unorganized Twp)

Earthen materials will be sold to the highest bidder at not less than the appraised value listed. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Specifications can be obtained from the Land Commissioner's Office, 1177 LaPrairie Avenue, Grand Rapids, MN.

Itasca County reserves the right to reject any and all bids, if it is in the best interest of the County to do so.

Auction Results

Successful Bidder: Karl Madsen
SUPERINTENDENT

Bid Amount: \$ 1.00 /cu. yd.

Michael Gibbons
Michael Gibbons
Assistant Land Commissioner

Kay C...
Witness

ITASCA COUNTY

LEASE FOR REMOVAL OF EARTHEN MATERIALS FROM TAX FORFEIT LANDS

This Agreement made this 13th day of April 2021, by and between the Itasca County Land Department, County of Itasca a body corporate and politic, hereinafter referred to as Lessor, and Kern & Tabery, Inc. 116 Ash Ave NW, Suite 1, Wadena, MN 56482, hereinafter referred to as Lessee, and

WHEREAS, Pursuant to MN Stat. 282.04, Subd. 1, and approval by the Board of County Commissioners, the Lessor has offered at public sale earthen materials identified and appraised by the Land Department. Said materials located on:

SESE, Section 2; NWSW, Section 4; and S1/2SE1/4, Section 5; All in Unorganized Township 60 North, Range 23 West of the 4th PM, as determined by Itasca County Land Department

WHEREAS, the Lessee was the successful bidder for the above described pit run material having offered a bid of \$1.00 per cubic yard, loose volume (LV).

NOW, THEREFORE, in consideration of the terms, covenants and obligations hereinafter contained, the parties do agree as follows:

- 1) Lessee agrees that payment for all earthen materials removed from said pit shall be at the rate of \$1.00 per cubic yard loose volume (LV) measure. The Lessee shall make an initial non-refundable payment as follows:
 - a. Minimum taking of 12,000 cubic yards (LV) X \$1.00/cubic yard - \$12,000.00
 - b. Sales tax on earthen materials \$12,000.00 X \$0.06875 MN tax - \$825.00
 - c. Timber Damages (9.5 acres aspen regeneration @ \$300/ac) \$2,850.00
 - d. Administration fee - \$150.00
 - e. **TOTAL DUE - \$15,825.00**
- 2) Timber damages will be determined and charged for at prevailing prices based on what damages occur. Lessee must pay for stumpage on any timber that must be removed.
- 3) Billing and payment for the materials taken under this permit shall be based upon weight, cross-section measurement, or truck load measurements taken after the execution of this contract. The Lessor and Lessee agree that a combination of methods may be used to determine pit volume removed as described herein. Methods and manner of determining pit volume removed must be deemed acceptable by Land Commissioner. In the event of any dispute, the decision of the Land Commissioner as to the amount of materials removed shall be final.
- 4) The sale of earthen material described herein, does not imply that the material meets the standards for quality or quantity that may be required for any specific projects on which it may be used. Lessee shall determine the suitability of said materials prior to its purchase.
- 5) That Lessee agrees that future final payment to the Lessor for materials taken shall be made after all earthen materials have been extracted and as billed based on estimates of materials removed as determined by the Land Commissioner from measurements taken by Itasca County Transportation Department. Payments by the Lessee shall be made within thirty (30) days of billings and checks made payable to the Itasca County Auditor and mailed to the Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744. After thirty (30) days, any unpaid bills will accrue interest at a rate of 12% APR. This lease for purchase of

earthen materials shall expire on December 31, 2021. There may be additional agreements for the storage of materials that extend beyond the 2021 date. These agreements will be negotiated separately.

- 6) The Lessor retains the right to have the Itasca County Land Department make periodic inspections of the pit site to ensure compliance with the terms of this contract. Further, it is understood and agreed that the Lessor may make periodic inquiries and verification concerning the Lessee's project and amount of materials utilized by the Lessee from the pit operations.
- 7) The Lessee further agrees that in removing materials from said pit, the Lessee shall comply with the following conditions:
 - A. All clearing, excavation, stockpiling or filling attendant to pit operations shall be at least 100 feet from the right of way of any public road and in compliance with zoning or other requirements.
 - B. Any topsoil remaining in the pit area after clearing and grubbing operations shall be stripped and stockpiled in a location approved by the Land Commissioner.
 - C. Existing vegetation shall remain as a screen between the pit site and surrounding public roads. If additional screening is requested, a sketch and description of the required screening shall be composed by the Land Commissioner and provided to the Lessee. At Lessee's expense, Lessee shall thereafter complete the requested screening in a reasonable amount of time and in a reasonable manner.
 - D. The Lessee shall insure that the pit shall not drain directly into any protected water. All areas of the pit shall be adequately drained to prevent confinement of water; no pit shall be excavated to a depth closer than 12 inches above adjoining swamp water levels to provide adequate root depth to sustain a commercially productive forest, unless approved in writing by the Land Commissioner.
 - E. All entrances and exits shall be constructed so as not to create a traffic safety hazard, and during the hours of operation of the pit, "Trucks Hauling" signs shall be placed along all public roadways leading to the pit entrance(s) at a distance of not less than 500 feet from the entrance(s). Hours of operation shall be in accordance with those set forth in the Itasca County Environmental Services' Extractive Uses Handout (see Itasca County Environmental Services website for details).
 - F. All barriers controlling access to the pit, such as gates, etc., shall have prior approval of the Land Commissioner, and shall be clearly visible to prevent safety hazards to snowmobilers and other members of the public. The use of cable, chain, or similar type barriers is specifically prohibited by the Lessor.
 - G. All trees, brush, stumps and debris resulting from clearing, stripping and pit operations shall be burned or hauled away upon cessation of pit operations. Burying materials is not allowed. All burning shall be done in accordance with Minnesota Statutes and Department of Natural Resources regulations.
 - H. The Lessee is solely responsible for compliance with all applicable State, Federal and Local laws, including OSHA, MPCA, and MSHA Regulations, during the term of this agreement and responsible for acquiring any necessary permits.

- I. The Lessee must confine operations to the boundaries established by the Land Commissioner.
 - J. Cubic yards of aggregate removed from tax forfeit property, for which a royalty payment is assessed, shall be based on a loose volume measurement. The following conversion factors will apply.
 - One short ton = 0.7143 cubic loose yards
 - One cubic yard loose volume = 1.4 short tons
 - One cubic yard bank volume measure = 1.2 cubic yards loose volume
 - One short ton = 2,000 pounds
- 8) The Lessee shall always keep the permit area neat and free from refuse during the life of this permit. Prior to expiration of this permit or cessation of the operation, all equipment of the Lessee shall be removed from the pit site. Large rocks must be placed at the edge of the disturbed area at a location agreeable with the Lessor.
- 9) There is are number of existing forest access roads that may be rendered unusable from this extractive use. Any forest roads that are unusable must be replaced in a location agreeable with the Lessor at the Lessees sole expense. Replacement roads must be built to a similar quality to the roads rendered unusable.
- 10) Prior to cessation of the operation, the Lessee shall slope all sides or banks of the pit from any common property line to the floor of the pit, to minimize the hazard to the public and to minimize erosion. In no case shall there be a slope steeper than 3:1. The top of all banks shall be rounded with a radius of approximately ten (10) feet. The bottom of the pit shall be shaped so as not to pond water during normal weather conditions. All reclaiming activity must be done keeping in mind any zoning or other requirements for temporary borrow areas. General shaping shall be done to give the appearance of a closed pit, except where agreed upon.
- 11) In reclaiming the excavated area no topsoil may be spread on the disturbed area. All topsoil set aside must be left in piles for future reclamation in locations designated by the Lessor.
- 12) It is specifically understood that this permit may not in any way be reassigned by the Lessee to any other party. The Lessee may not grant permission to any third parties to enter upon the property described in said permit without first obtaining written approval from the Land Commissioner.
- 13) The Lessor retains the right to suspend and/or terminate this permit immediately upon breach of any of the terms or conditions herein set forth.
- 14)
- A. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this contract.
 - B. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles
- | | |
|--|---------------|
| | <u>Limits</u> |
| | \$1,500,000 |

- c. Workers' Compensation and Employer's Liability:
- Statutory
Limits
- If the Lessee is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- | | |
|--------------------------|---------------|
| | <u>Limits</u> |
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of Lessee to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Lessee shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with Lessor to the attention of Land Commissioner, Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. Lessee also agrees that any contract let by Lessee for the performance of the work on

the Site as provided herein shall include clauses that will: (1) require the Lessee to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Lessee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Lessee to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Lessee is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverage above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of Lessee's Subcontractor(s) to purchase additional insurance that may be necessary for the project.

D. Lessee further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the Lessor under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein the Lessor reserves the right to terminate, suspend or rescind this contract if the Lessee is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Lessee.

All insurance policies shall be open to inspection by the Lessor upon written request.

- 15) That the Lessee shall be financially responsible for and take all actions necessary to open the described tract (pit) for the extraction of earthen materials which shall include the construction of any access roads. These actions shall be in conformance with all statutes, rules and regulations and further subject to approval of Lessor.
- 16) Itasca County Land Commissioner is the authorized agent of Itasca County for the purposes of management of this lease agreement. All communications, notices, or demands from the parties shall be directed to the Land Commissioner at the Itasca County Courthouse, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 (218) 327-2855, on behalf of the Lessor and Brad Kern, 116 Ash Ave NW Suite 1, Wadena, MN, on behalf of the Lessee.

LESSEE

Kern & Tabery, Inc.

Authorized Representative

Date

LESSOR

By: _____
Itasca County Auditor Date

By: _____
County Board Chair Date

Approved as to form and execution

Itasca County Attorney Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1491

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Oral Auction of Earthen Materials \ Earthen Materials Lease

BOARD ACTION REQUESTED:

Set time and date for the Land Department to conduct an oral auction of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN and authorize publication: Thursday, April 22, 2021 at 8:30 AM, base royalty rate of \$1.50/cubic yard loose volume, minimum 8,000 cubic yards, in S1/2SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township), award earthen materials lease to high bidder and authorize necessary signatures.

BACKGROUND:

Earthen materials associated with bituminous project on County Road 45.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 1_NOTICE OF GRAVEL SALE
2. Scenic_Buck_EML_2021

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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NOTICE OF EARTHEN MATERIALS ORAL AUCTION

Pursuant to the April 13, 2021 official action of the Itasca County Board of Commissioners and under authority of M.S. 282.04, Subd. 1, earthen material on tax-forfeited land will be offered for sale by oral auction at Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, Minnesota, on Thursday, April 22, 2021 at 8:30 a.m.

Earthen materials will be sold at a minimum bid of \$1.50 per cubic yard and a minimum amount of 8,000 cubic yards on the following tract:

S1/2 SW1/4, Section 7; NENW, Section 18; All in Township 59N, Range 24W

Earthen materials will be sold to the highest bidder at not less than the appraised value listed. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Specifications can be obtained from the Land Commissioner's Office, 1177 LaPrairie Avenue, Grand Rapids, MN.

Itasca County reserves the right to reject any or all bids, if it is in the best interest of the County to do so.

KORY CEASE
Land Commissioner

JEFFREY WALKER
Itasca County Auditor-Treasurer

ITASCA COUNTY

LEASE FOR REMOVAL OF EARTHEN MATERIALS FROM TAX FORFEIT LANDS

This Agreement made this XXth day of April 2021, by and between the Itasca County Land Department, County of Itasca a body corporate and politic, hereinafter referred to as Lessor, and XX, hereinafter referred to as Lessee, and

WHEREAS, Pursuant to MN Stat. 282.04, Subd. 1, and approval by the Board of County Commissioners, the Lessor has offered at public sale earthen materials identified and appraised by the Land Department. Said materials located on:

**S1/2 SW1/4, Section 7; NENW, Section 18; All in Township 59 North, Range 24 West
of the 4th PM, as determined by Itasca County Land Department**

WHEREAS, the Lessee was the successful bidder for the above described pit run material having offered a bid of \$XX per cubic yard, loose volume (LV); An additional \$0.10/cubic yard reclamation fee to be added for a total of \$XX/cubic yard (LV).

NOW, THEREFORE, in consideration of the terms, covenants and obligations hereinafter contained, the parties do agree as follows:

- 1) Lessee agrees that payment for all earthen materials removed from said pit shall be at the rate of \$XX per cubic yard loose volume (LV) measure, plus \$0.10/cubic yard reclamation fee. The Lessee shall make an initial non-refundable payment as follows:

a. Minimum taking of 8,000 cubic yards (LV) X \$1.50/cubic yard -	\$-
b. Sales tax on earthen materials \$12,000.00 X \$0.06875 MN tax -	\$-
c. Reclamation fee on 10,000 cubic yards X \$0.10/cubic yard -	\$-
d. Administration fee -	<u>\$150.00</u>
e. TOTAL DUE -	\$-
- 2) Timber damages will be determined and charged for at prevailing prices based on what damages occur. Lessee must pay for stumpage on any timber that must be removed.
- 3) Billing and payment for the materials taken under this permit shall be based upon weight, cross-section measurement, or truck load measurements taken after the execution of this contract. The Lessor and Lessee agree that a combination of methods may be used to determine pit volume removed as described herein. Methods and manner of determining pit volume removed must be deemed acceptable by Land Commissioner. In the event of any dispute, the decision of the Land Commissioner as to the amount of materials removed shall be final.
- 4) The sale of earthen material described herein, does not imply that the material meets the standards for quality or quantity that may be required for any specific projects on which it may be used. Lessee shall determine the suitability of said materials prior to its purchase.
- 5) That Lessee agrees that future final payment to the Lessor for materials taken shall be made after all earthen materials have been extracted and as billed based on estimates of materials removed as determined by the Land Commissioner from measurements taken by Itasca County Transportation Department. Payments by the Lessee shall be made within thirty (30) days of billings and checks made payable to the Itasca County Auditor and mailed to the Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744. After thirty (30)

days, any unpaid bills will accrue interest at a rate of 12% APR. This lease for purchase of earthen materials shall expire on December 31, 2021. There may be additional agreements for the storage of materials that extend beyond the 2021 date. These agreements will be negotiated separately.

- 6) The Lessor retains the right to have the Itasca County Land Department make periodic inspections of the pit site to ensure compliance with the terms of this contract. Further, it is understood and agreed that the Lessor may make periodic inquiries and verification concerning the Lessee's project and amount of materials utilized by the Lessee from the pit operations.
- 7) The Lessee further agrees that in removing materials from said pit, the Lessee shall comply with the following conditions:
 - A. All clearing, excavation, stockpiling or filling attendant to pit operations shall be at least 100 feet from the right of way of any public road and in compliance with zoning or other requirements.
 - B. Any topsoil remaining in the pit area after clearing and grubbing operations shall be stripped and stockpiled in a location approved by the Land Commissioner.
 - C. Existing vegetation shall remain as a screen between the pit site and surrounding public roads. If additional screening is requested, a sketch and description of the required screening shall be composed by the Land Commissioner and provided to the Lessee. At Lessee's expense, Lessee shall thereafter complete the requested screening in a reasonable amount of time and in a reasonable manner.
 - D. The Lessee shall insure that the pit shall not drain directly into any protected water. All areas of the pit shall be adequately drained to prevent confinement of water; no pit shall be excavated to a depth closer than 12 inches above adjoining swamp water levels to provide adequate root depth to sustain a commercially productive forest, unless approved in writing by the Land Commissioner.
 - E. All entrances and exits shall be constructed so as not to create a traffic safety hazard, and during the hours of operation of the pit, "Trucks Hauling" signs shall be placed along all public roadways leading to the pit entrance(s) at a distance of not less than 500 feet from the entrance(s). Hours of operation shall be in accordance with those set forth in the Itasca County Environmental Services' Extractive Uses Handout (see Itasca County Environmental Services website for details).
 - F. All barriers controlling access to the pit, such as gates, etc., shall have prior approval of the Land Commissioner, and shall be clearly visible to prevent safety hazards to snowmobilers and other members of the public. The use of cable, chain, or similar type barriers is specifically prohibited by the Lessor.
 - G. All trees, brush, stumps and debris resulting from clearing, stripping and pit operations shall be burned or hauled away upon cessation of pit operations. Burying materials is not allowed. All burning shall be done in accordance with Minnesota Statutes and Department of Natural Resources regulations.
 - H. The Lessee is solely responsible for compliance with all applicable State, Federal and Local laws, including OSHA, MPCA, and MSHA Regulations, during the term of this agreement and responsible for acquiring any necessary permits.

- I. The Lessee must confine operations to the boundaries established by the Land Commissioner.
 - J. Cubic yards of aggregate removed from tax forfeit property, for which a royalty payment is assessed, shall be based on a loose volume measurement. The following conversion factors will apply.
 - One short ton = 0.7143 cubic loose yards
 - One cubic yard loose volume = 1.4 short tons
 - One cubic yard bank volume measure = 1.2 cubic yards loose volume
 - One short ton = 2,000 pounds
- 8) The Lessee shall always keep the permit area neat and free from refuse during the life of this permit. Prior to expiration of this permit or cessation of the operation, all equipment of the Lessee shall be removed from the pit site. Large rocks must be placed at the edge of the disturbed area at a location agreeable with the Lessor.
- 9) There is are number of existing forest access roads that may be rendered unusable from this extractive use. Any forest roads that are unusable must be replaced in a location agreeable with the Lessor at the Lessees sole expense. Replacement roads must be built to a similar quality to the roads rendered unusable.
- 10) Prior to cessation of the operation, the Lessee shall slope all sides or banks of the pit from any common property line to the floor of the pit, to minimize the hazard to the public and to minimize erosion. In no case shall there be a slope steeper than 3:1. The top of all banks shall be rounded with a radius of approximately ten (10) feet. The bottom of the pit shall be shaped so as not to pond water during normal weather conditions. All reclaiming activity must be done keeping in mind any zoning or other requirements for temporary borrow areas. General shaping shall be done to give the appearance of a closed pit, except where agreed upon.
- 11) In reclaiming the excavated area no topsoil may be spread on the disturbed area. All topsoil set aside must be left in piles for future reclamation in locations designated by the Lessor.
- 12) It is specifically understood that this permit may not in any way be reassigned by the Lessee to any other party. The Lessee may not grant permission to any third parties to enter upon the property described in said permit without first obtaining written approval from the Land Commissioner.
- 13) The Lessor retains the right to suspend and/or terminate this permit immediately upon breach of any of the terms or conditions herein set forth.
- 14)
- A. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this contract.
 - B. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles
- | | |
|--|---------------|
| | <u>Limits</u> |
| | \$1,500,000 |

- c. Workers' Compensation and Employer's Liability:
- | | |
|--|---------------------|
| | Statutory
Limits |
| If the Lessee is based outside the State of Minnesota, coverage must apply to Minnesota laws | |

- d. Employer's Liability
- | | |
|--------------------------|---------------|
| | <u>Limits</u> |
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of Lessee to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Lessee shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with Lessor to the attention of Land Commissioner, Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. Lessee also agrees that any contract let by Lessee for the performance of the work on

the Site as provided herein shall include clauses that will: (1) require the Lessee to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Lessee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Lessee to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Lessee is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverage above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of Lessee's Subcontractor(s) to purchase additional insurance that may be necessary for the project.

D. Lessee further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the Lessor under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein the Lessor reserves the right to terminate, suspend or rescind this contract if the Lessee is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Lessee.

All insurance policies shall be open to inspection by the Lessor upon written request.

- 15) That the Lessee shall be financially responsible for and take all actions necessary to open the described tract (pit) for the extraction of earthen materials which shall include the construction of any access roads. These actions shall be in conformance with all statutes, rules and regulations and further subject to approval of Lessor.
- 16) Itasca County Land Commissioner is the authorized agent of Itasca County for the purposes of management of this lease agreement. All communications, notices, or demands from the parties shall be directed to the Land Commissioner at the Itasca County Courthouse, 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 (218) 327-2855, on behalf of the Lessor and XXXXXXXX Grand Rapids, MN 55744, on behalf of the Lessee.

LESSEE

XXXXXXXXXXXX

Authorized Representative

Date

LESSOR

By: _____
Itasca County Auditor Date

By: _____
County Board Chair Date

Approved as to form and execution

Itasca County Attorney Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1471

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Amended Joint Powers Agreement

BOARD ACTION REQUESTED:

Authorize signatures of Administrator Brett Skyles and Board Chair Burl Ives to execute the Amended Joint Powers Agreement between the State of MN and Itasca County Sheriff's Office as it relates to the Minnesota Human Trafficking Investigators Task Force (MNHITF).

BACKGROUND:

Original JPA overview: The Itasca County Sheriff's Office and the State of MN work together to investigate and prosecute human trafficking and sexual exploitation of children. This agreement allows the Itasca County Sheriff's Office to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member. The Investigators Task Force will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: prevention, education and enforcement. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

Amended JPA: Adds language which allows Itasca County Sheriff's Office to request reimbursement for wages, equipment, supplies and training related to human trafficking

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca Co SO Amendment 1_MNHITF JPA_Pipeline-Related Only
2. RBA for BCA JPA human trafficking

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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State of Minnesota

Joint Powers Agreement

Human Trafficking Investigators Task Force

Amendment 1

SWIFT Contract Number: 171606

Agreement Start Date:	<u>3/9/2020</u>	Total Agreement Amount:	<u>\$0.00</u>
Original Agreement Expiration Date:	<u>3/8/2025</u>	Original Agreement:	<u>\$0.00</u>
Current Agreement Expiration Date:	<u>3/8/2025</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Itasca acting on behalf of its Sheriff's Office ("Governmental Unit").

Recitals

1. The BCA has a Joint Powers Agreement with the Governmental Unit identified as SWIFT Contract Number 171606 ("Original Agreement") providing for the Governmental Unit's coordination with the Minnesota Human Trafficking Investigators Task Force ("MNHITF") in human trafficking investigations and prosecution.
2. The BCA and the Governmental Unit wish to include human trafficking investigations directly associated with and corresponding to the Line 3 pipeline replacement project under construction by Enbridge, Incorporated.
3. The BCA and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 14, "Special Provisions for Line 3 Pipeline Replacement Project" is added to the Original Agreement as follows:

14. Special Provisions for Line 3 Pipeline Replacement Project

14.1 The Governmental Unit:

14.1.1 Acknowledges the Minnesota Public Utilities Commission ("PUC") has issued a permit to Enbridge, Incorporated ("Enbridge") for the Line 3 pipeline replacement project ("Project") and as a requirement for issuance of the permit, Enbridge created a Public Safety Escrow Account whereby Enbridge will make funding available to public safety service providers involved in human trafficking enforcement activities having a nexus to the Project.

14.1.2 Wishes to participate in human trafficking investigations and operations related to the Project and receive reimbursement for funds expended by the Governmental Unit.

14.1.3 Enters into this Amendment with the purpose of receiving funding reimbursement for human trafficking investigations and operations related to the Project.

14.2 Project Reimbursement Requests and Payments. The following reimbursement and payment provisions supplement and are independent of Clause 5, Payment, and become effective upon execution of this Amendment.

14.2.1 Governmental Unit will submit in advance a written request explaining any fund reimbursement and must receive written pre-approval from the MNHITF Commander or his/her designee for the reimbursement before proceeding.

- 14.2.2** The Governmental Unit will only be reimbursed for the following pre-approved expenses: 1) overtime salary including fringe benefits; 2) equipment and supplies; 3) training and training-related expenses. All reimbursable expenses must directly correspond to human trafficking services pursuant to this Agreement.
- 14.2.3** Governmental Unit will submit all pre-approved reimbursement requests to the MNHITF Commander or his/her designee, such requests made using the **Minnesota Human Trafficking Investigators Task Force Outside Agency Reimbursement** form which will be provided to the Governmental Unit by the BCA.
- 14.2.4** Governmental Unit shall supply original receipt(s) or other expenditure documents acceptable to the BCA in order to be reimbursed for pre-approved reimbursement requests.
- 14.2.5** Reimbursement requests properly pre-approved and submitted by the Governmental Unit will be reviewed by the MNHITF Commander or his/her designee. Upon approval by BCA, the reimbursement request will be forwarded to the Department of Public Safety's designated Line 3 public safety liaison for additional review and approval. Upon approval by the liaison, the reimbursement request will be forwarded to the Public Utilities Commission's Executive Secretary for processing and payment by Enbridge. Reimbursement to the Governmental Unit will be made directly by Enbridge to the Governmental Unit using its Public Safety Escrow Account until all Escrow Account funds have been expended.
- 14.2.6** Reimbursements to the Governmental Unit will be paid to:
Itasca County Sheriff's Office
440 1st Ave NE
Grand Rapids, MN 55744

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

- | | |
|--|---|
| <p>1. GOVERNMENTAL UNIT
<i>Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.</i></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>2. DEPT. OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION
<i>Individual certifies the applicable provisions of Minn. Stat. 16C.08, subdivisions 2 and 3, are reaffirmed.</i></p> <p>By: _____
(with delegated authority)</p> <p>Title: _____</p> <p>Date: _____</p> <p>3. COMMISSIONER OF ADMINISTRATION
<i>As delegated to the Office of State Procurement</i></p> <p>By: _____</p> <p>Date: _____</p> |
|--|---|



**ITASCA COUNTY
BOARD OF COMMISSIONERS**
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

V.7.

Tuesday, February 11, 2020

REQUEST FOR BOARD ACTION: RBA-2020-547

DEPARTMENT: Sheriff
PRESENTER: Vic Williams

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Joint Powers Agreement - MN BCA & Itasca County

BOARD ACTION REQUESTED:

Authorize signatures of Administrator Brett Skyles and Board Chair Ben Denucci to execute the Joint Powers Agreement the between the State of MN and Itasca County Sheriff's Office.

BACKGROUND:

The Itasca County Sheriff's Office and the State of MN work together to investigate and prosecute human trafficking and sexual exploitation of children. This agreement allows the Itasca County Sheriff's Office to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

The Investigators Task Force will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca Co SO Human Trafficking Task Force_Affiliate JPA

RESULT: RECOMMENDED FOR CONSENT NEXT: 2/11/2020 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1475

DEPARTMENT: Sheriff

PRESENTER: Vic Williams

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Out-of-State Travel Request

BOARD ACTION REQUESTED:

Authorize out-of-state travel for Correctional Deputy Nate O'Brien to attend MRT Training in Las Vegas, Nevada July 6-9, 2021.

BACKGROUND:

MRT training teaches participants to facility inmate programs which will help reduce dependency on outside sources. This training will aid in the collaboration of the Inmate Programmer and the Mental Health Practitioner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. training
2. DOC000

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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March 5 @ 8:30 am: **ONLINE MRT Basic ...**
 Due to COVID-19, we have some adjustments to our schedule. We apologize for any inconvenience this may cause, and we appreciate your patience during this time.
 COVID-19 Recommendations for MRT groups are available: [CLICK HERE \(https://www.ccimrt.com/covid-19-recommendations-and-helpful-resources/\)](https://www.ccimrt.com/covid-19-recommendations-and-helpful-resources/)
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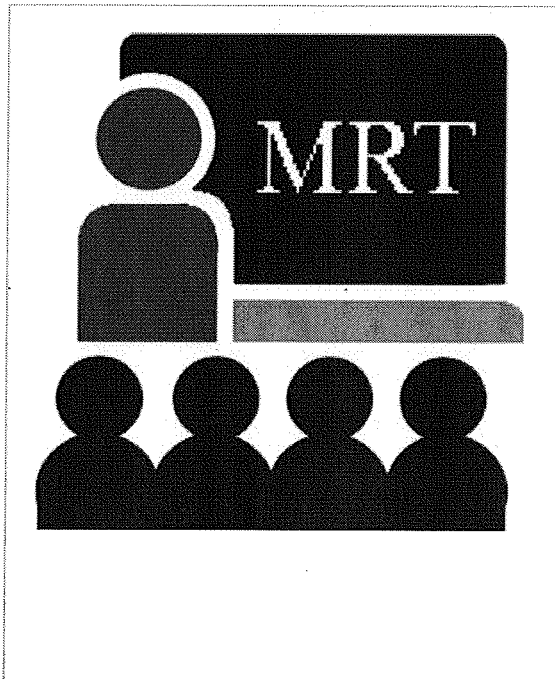
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Description :

Tuesday – Friday, July 6-9, 2021

Sponsor: Foundation for Recovery

Training Location: Foundation for Recovery 4800 Alpine Place Las Vegas, NV 89107

Start Time: 9:00 AM Daily

No refunds allowed for training registrations within 60 days of training date. Your CCI Account Manager will assist with rescheduling any training registration. Monies paid for training may be credited toward materials purchases. Please note that a \$50 processing fee will be assessed on account for cancellation 10 days or less before training. Note that some training dates have limited availability of open slots. CCI reserves the right to cancel training dates if insufficient participants have enrolled.

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UPCOMING EVENTS

March 5 @ 8:30 am: ONLINE MRT Basic ...

MORE INFO (<https://www.ccimrt.com/event/online-mrt-basic-review-march-5-2021/>)

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 **Correctional Counseling, Inc.**
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Germantown, TN 38138

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UPCOMING EVENTS

March 1 @ 8:30 am: ONLINE MRT March ...

MORE INFO (<https://www.ccimrt.com/event/online-mrt-march-1-4-2021/>)

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Our Team
RESEARCH/FORMS (<https://www.ccimrt.com/RESEARCH-FORMS>)

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Our Story

OUR MISSION: CCI is dedicated to providing meaningful training experiences to empower individuals with evidence based programming and materials which will allow people to make better decisions and find their true selves, life purpose, and happiness.

Our Clients

(<https://www.ccimrt.com/about/our-clients/>)

Testimonials

(<https://www.ccimrt.com/about/testimonials/>)

The Results

(<https://www.ccimrt.com/about/the-results/>)

History of MRT

(<https://www.ccimrt.com/about/history-of-mrt/>)

Correctional Counseling, Inc. (CCI) is committed to being a partner in cognitive-behavioral treatment that not only targets the deeply ingrained "thinking errors" and long-standing cognitive issues that create and drive criminal behaviors but also develops pro-social attitudes and behaviors in individuals.

CCI founder Dr. Kenneth Robinson is the co-creator of a highly effective, evidence-based, cognitive-behavioral counseling program for substance abuse treatment and criminal justice offender.

Moral Reconciliation Therapy – MRT® combines education, group and individual counseling, and structured exercises designed to foster moral development.

Over the past three decades, MRT has facilitated positive, measurable change around the world for those struggling with addiction, incarceration, and mental health issues, and the communities affected by it. Learn more about the history of MRT here (</about/history-of-mrt/>).

The results have been noteworthy.

MRT - It Works!

MRT outcome studies show a reduction in the recidivism rate of offenders 30%–50% for periods up to 20 years after release. Re-arrest and re-incarceration rates can be up to 65% lower than expected.

The transformation that the offenders go through is truly amazing. The programs are a very good tool in helping offenders make changes in their thinking and realize their potential to have a positive and healthy life free of crime.

As evidenced in more than 200 scholarly articles, **MRT works** because it changes the behaviors and decision-making errors that led to incarceration, addiction, and mental health issues in the first place. MRT helps people achieve long-term stability in their lives.

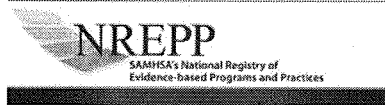
MRT is used as a trusted intervention in 50 states and 9 countries under outcomes:

> Reduced Criminal Justice Involvement

- › Increased Medication Acceptance
- › Increased Treatment Adherence
- › Improved Psychiatric Symptoms and Functioning
- › Decreased Hospitalization
- › Increased Housing Stability and Job Retention
- › Integrated Treatment
- › Enhanced Life Purpose
- › Raised Motivation
- › Reduced Substance Abuse
- › Reduced Criminal Justice Involvement

Evidence It Works

MRT was placed on the Substance Abuse and Mental Health Services Administration's National Registry of Evidence-based Programs and Practices (<http://nrepp.samhsa.gov/ProgramProfile.aspx?id=220#hide4>) in 2008. MRT is approved by SAMHSA for mental health treatment, substance abuse treatment, and co-occurring disorders.



MRT Training and Certification

CCI is the sole provider of MRT training. Continuing education units are available for each course.

Explore training and certification courses (<https://www.ccimrt.com/product-category/online-trainings/>).

Moral Reasoning and Why MRT Works

MRT fosters moral development in treatment-resistant clients through education, group and individual counseling, and structured exercises.

Moral reasoning is how people make decisions about what they should or should not do in a given situation. If judgments about right and wrong are made from low levels of moral reasoning, then counseling, job-skills training, and punishment will have little long-lasting impact on behavior.

Offenders must be confronted with the consequences of their behavior and the effects it has on their family, friends, and community. MRT addresses beliefs and reasoning. It is designed to alter how clients think and make judgments about what is right and wrong.

For more than 30 years, individuals have received the benefits of MRT treatment programming in settings ranging from small to large agencies, including behavioral health providers, substance use disorder programs, hospitals, and criminal justice settings, among a variety of other settings.



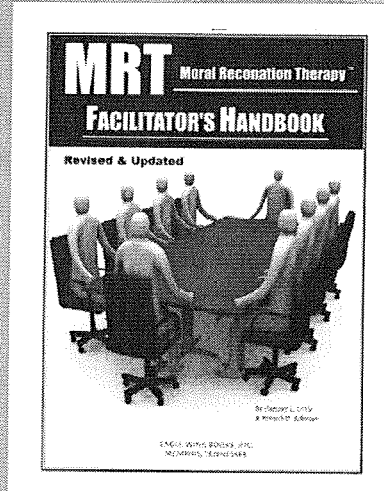
(<https://www.ccimrt.com>)

MRT TrainingSM & Fidelity Services

Basic MRT Training

On-site training consists of four (4) days of instruction provided for participants to learn Moral Reconciliation Therapy—MRT® and the use of MRT with “treatment resistant” clients. It is an intensive training program that uses lecture, discussion, and experiential exercises to explore the dynamics and basic personality traits of clients who are antisocial or who have other personality disorders. Basic outcome research on the effectiveness of treating antisocial clients is presented. In addition, the primary characteristics, evolution, and application of cognitive-behavioral techniques are explained and demonstrated. The cognitive-behavioral method of Moral Reconciliation Therapy is reviewed in detail and attendees also participate in the program’s structured cognitive-behavioral exercises.

Each participant receives approximately 32 hours of training that includes up to four hours of “homework” assigned to trainees in preparation to facilitate MRT groups. During the training, each facilitator will receive a copy of the following: How To Escape Your Prison (the MRT workbook), the MRT Facilitators Handbook (contains information on the group process, specific objective criteria and guidelines for all exercises and tasks in MRT, and specific “how to” instructions), Antisocial Personality Disorder and Criminal Justice, reprints of 10 journal articles on outcome data on MRT programs, Effective Counseling Approaches (contains a description of cognitive behavioral approaches, cognitive restructuring, and cognitive skills programs), 1 compact disc containing two exercises: 5-Minute Stress Manager and Imaginary Future (used in training facilitators how to get clients to set appropriate long-term goals).



CCI is the sole-source provider of MRT training, materials, and facilitator certification. All staff completing the basic MRT training receive a certificate of completion from CCI authorizing them to facilitate MRT groups. Those completing MRT are also eligible for CEU's issued by Louisiana State University at Shreveport (LSU-S). Training costs are \$600.00 for each person (travel expenses not included).

One-Day MRT Basic Review Training

Correctional Counseling, Inc. offers a one-day Basic Review Training for participants to review and enhance their MRT facilitation skills. This program is designed to ensure fidelity to the MRT model and is available only to those who have previously completed basic MRT training.

The one-day MRT review training consists of an eight-hour practical, hands-on workshop (CEU approved) that assists participants to enhance their basic skills to more effectively facilitate MRT groups. MRT procedures are reviewed in detail. Attendees also participate in the program's structured cognitive-behavioral exercises. Participants are encouraged to bring their own example problems and research questions to be reviewed during training. This training is only available to people who have already completed basic MRT training. All participants will receive a certificate of attendance/completion and CEUs will be available from LSU-S. The cost is \$150 per person (travel expenses not included).

Topics for this workshop include:

- Overview of the Purpose of Each MRT Step
- Review of Objective Criteria for Steps
- Solutions to Step-Related Problem Areas
- Implementation Issues with MRT
- Review of Research Issues

Two-Day Advanced MRT Training

Advanced MRT is a two-day, 16-hour practical, hands-on workshop that assists participants to enhance their basic group facilitation skills and effectively evaluate and critique the MRT group process. All participants who attend this training will receive a certificate of attendance/completion and CEUs are available from LSU-S. The cost is \$300.00 per person (travel expenses not included).

Participants receive a copy of The Advanced MRT Facilitator's Handbook, Crisis Intervention Strategies for Chemical Abusers & Offenders by Drs. Little and Robinson with Kathy Burnette, sample exercises, and quality assurance forms. Participants have the opportunity to dialogue with the MRT trainers as well as other MRT practitioners. Participants are encouraged to bring their own examples, problems, and research questions to be reviewed in detail during training.

Topics covered in the training include:

- Overview of the Purpose of Each MRT Step
- Solutions to Step-Related Problem Areas
- Review of the Role of Quality Assurance
- Q.A. Report Examples
- Review of Objective Criteria for Steps
- Implementation Issues with MRT
- Discussion/Role Play of Q.A. Strategies
- Review of Research Issues

Trauma Program Training

One-Day Training: CCI's one-day trauma program training is a 6.5-hour intensive lecture, discussion, and hands-on workshop to explore the dynamics of trauma. The workshop is designed for MRT-trained facilitators and MRT for Domestic Violence facilitators to effectively implement the cognitive-behavioral Breaking the Chains of Trauma program. The key issues identified by SAMHSA's Trauma-Informed Treatment Protocol will be explained and several assessment instruments will be identified. The cost is \$250.00 per person (travel expenses not included). Each participant in both the one-day and two-day trauma training programs will receive a copy of the following: Breaking the Chains of Trauma Workbook-Male Version, Breaking the Chains of Trauma-Female Version, Breaking the Chains of Trauma Program Journal, and Breaking the Chains of Trauma Facilitator's Guide. All participants will receive a certificate of attendance/completion and CEUs will be available from LSU-S.

Two-Day Training: CCI's two-day trauma training is 13 hours of intensive lecture, discussion, and hands-on workshop to explore the dynamics of trauma. The workshop is designed for people who have not received basic MRT training or the MRT for Domestic Violence training. The key issues identified by SAMHSA's Trauma-Informed Treatment Protocol will be explained and several assessment instruments will be identified. The cost is \$400.00 per person (travel expenses not included). Each participant in both the one-day and two-day trauma training programs will receive a copy of the following: Breaking the Chains of Trauma Workbook-Male Version, Breaking the Chains of Trauma-Female Version, Breaking the Chains of Trauma Program Journal, and Breaking the Chains of Trauma Facilitator's Guide. All participants will receive a certificate of attendance/completion and CEUs will be available from LSU-S.

On-Site Quality Assurance Group Visits by an MRT Trainer

Since Program fidelity is one of the most critical elements in the successful implementation of any program, CCI offers Quality Assurance group visits by a certified MRT Trainer. This service includes:

- MRT Trainer will observe up to 6 MRT groups per day.
- MRT Trainer will give verbal feedback to facilitators at the conclusion of group
- MRT Trainer will prepare a written summary of the observation visit which will include suggestions and recommendations.

The cost for on-site Q.A. is \$750.00 per day plus travel expenses for the MRT Trainer, which includes flight, hotel, car, fuel, and meals.

Table of Contents

– Audio Resources –

Mind's Eye Visualization™: Deep Sleep.....	11
Mind's Eye Visualization™: Focused Visualization.....	11
Mind's Eye Visualization™: Feelings to Action.....	11
5-Minute Stress Manager.....	12
Basic Relaxation.....	12
Progressive Muscle Relaxation.....	12
Imaginary Future.....	12
Imaginary Time-Out.....	13
Clean & Sober Visualization.....	13
Systematic Desensitization.....	13

Ordering Products

Products may be purchased through Correctional Counseling, Inc., in one of the following ways:

www.ccimrt.com

email: ccimrt@ccimrt.com

or

(901) 360-1564

* Correctional Counseling, Inc. is the sole distributor of Moral Reconnection Therapy® materials.

For more information visit: www.moral-reconnection-therapy.com

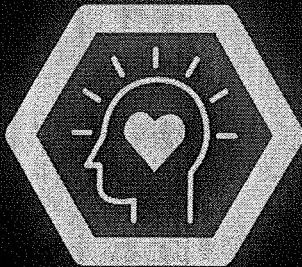


It Works!

30 YEARS OF INSPIRING HOPE AND HEALING

COGNITIVE-BEHAVIORAL PRODUCT CATALOG

**Client Workbooks, Program Materials
And Professional Training**



MENTAL HEALTH



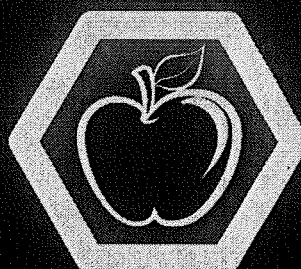
CRIMINAL JUSTICE



TRAUMA



SUBSTANCE ABUSE



EDUCATION

Correctional Counseling, Inc.
901.360.1564

cci@ccimrt.com
www.ccimrt.com

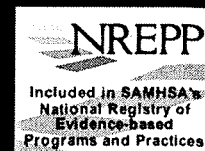


Table of Contents

— Substance Abuse/Offender Programs		— DUI/DWI Offender Program —	
How to Escape Your Prison.....	1	Driving the Right Way.....	22
Coping with Anger.....	4	— Driving on a Revoked or — Suspended License	
Bringing Peace to Relationships.....	6	Escaping a Bottomless Pit.....	23
Discovering Life and Liberty In the Pursuit of Happiness.....	7	— Drug Education —	
Filling the Inner Void.....	8	Taking the High Road.....	24
Character Development.....	8	— Relapse Prevention —	
— Trauma Programs —		What Do I Do Now?.....	25
Breaking the Chains of Trauma.....	9	Where Do I Go Now?.....	25
Battling Shadows.....	10	Staying Quit.....	26
— Veteran Specific Programs —		— Personal Development —	
Winning the Invisible War.....	14	Your LifeWork.....	28
Battling Shadows.....	14	— Smoking Cessation—	
— Shoplifting —		Dying for a Smoke Book & CD Set.....	13
Something for Nothing.....	15	— 12-Step & Spiritual —	
— Criminal Thinking —		Walking in Victory.....	29
Thinking for Good.....	16	You Can Get There From Here.....	29
— Petty Crime/Misdemeanors —		Simply Spiritual.....	29
Responsible Living.....	16	Simply Spiritual Workbook.....	29
— Sex Offender Relapse Prevention —		— Journals —	
Making Changes for Good.....	17	The Joy of Journaling.....	30
— Job Readiness/Life Skills —		MRT Journal.....	30
Job Readiness.....	18	Breaking the Chains: Program Journal.....	30
Getting A Job.....	18	— Coloring Books —	
Finding the Right Job.....	19	Color Creation: A Mindfulness Coloring Book.....	31
Easy Money.....	19	Life in Color: A Children's Coloring Book.....	31
— Codependency —		— Other Supportive Materials —	
Untangling Relationships.....	20	Antisocial Personality Disorder.....	31
— Failure to Pay Child Support —		Self Preservation.....	31
Family Support.....	20	Effective Counseling Approaches.....	32
— Parenting —		Crisis Intervention.....	32
Parenting and Family Values.....	21	The Punishment Myth.....	32
— Underage Drinking/Fake I.D. —		Swamp Water Jurisprudence.....	32
Rules Are Made to be Followed.....	21	How to Establish and Build a Private Practice.....	32

ITASCA COUNTY
TRAVEL VERIFICATION FORM

Note: Pursuant to Itasca County Reimbursement Of Expense policy permission must be secured from the County Board before an employee travels outside of the State of Minnesota on County business; the Travel Verification Form Worksheet (complete this form first) must be attached.

NAME: Nate O'Brien DATE: March 26, 2021

DESTINATION: Las Vegas, Nevada

DEPARTURE DATE: July 6, 2021 RETURN DATE: July 9, 2021 ACTUAL MEETING DATE: July 6-9, 2021

MODE OF TRAVEL: Flight

REASON FOR TRAVEL:
Training; MRT Training & Fidelity Services

ESTIMATED COST: (These figures are transferred from the attached Verification Form Worksheet)

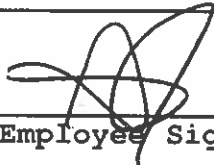
Transportation \$ 300.00

Lodging \$ 600.00

Meals \$

Registration \$ 600.00 Estimated Total \$ 1500.00

ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD?



Employee Signature

 03-29-21

Approved by Supervisor/Date

I:\USERS\CHR\wpdata\Itcopol new\reimbur.doc



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1476

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

WatchGuard Video Lease Agreement

BOARD ACTION REQUESTED:

Authorize signature of County Board Chair Burl Ives to execute the Master Customer Agreement, Equipment Purchase and Software License Addendum and Subscription Software Addendum between Itasca County Sheriff's Office and WatchGuard Video, Inc.

BACKGROUND:

In 2013 we installed WatchGuard In-Car Video Systems into all squad cars. This agreement allows for those initial squad devices and software to be updated. In addition, this agreement includes the purchase of Body Worn Cameras, hardware, software and subscription services for all our Deputies.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Contract Matrix (1)
2. EL CLOUD Addendum Template (WGV) (28Jan2021)
3. EPSLA Template (WGV) (28Jan2021)
4. image001
5. Itasca Co. (28) 4RE Pano (24) V300 ELC BTU_122120
6. MCA Template (WGV) (28Jan2021)
7. SSAddendum Template (WGV) (28Jan2021)
8. Itasca Co. Vaas Quote_033121

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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WHAT DO I NEED TO LOG AN ORDER?

Contract Matrix Requirements

	Master Customer Agreement (MCA)	Equipment Purchase and Software License Agreement (EPSLA)	Subscription Services Addendum (SSA)	Other (Product Specific Adenda)	IT Questionnaire
Equipment (ICV, BWC, accessories)	☒	☒	☐		
aaS (as a Service) Deals	☒	☒	☒		
Evidence Library Cloud	☒	☐	☒	Cloud Addendum	☒
Evidence Library On-Prem	☒	☐	☒		☒
4RE Interview Room	☒	☒	☐		
LPR Bundles	☒	☒	☒		
WatchCommander	☒	☐	☒		
Redactive	☒	☐	☒		
Extended Warranty	☒	☐	☒		

The most up-to-date matrix can be found [here](#).

All contract documents can be found [here](#). Please note to use contracts from this folder as it will be updated as modifications to the contracts occur.

Signatory Threshold: Sales Reps up to \$75k, Sales Managers up to \$500k.

CLOUD ADDENDUM EVIDENCELIBRARY.COM (“ELC”)

The following Cloud Addendum (the “**Addendum**”) is being provided as an Addendum and becomes a part of the Subscription Software Agreement, or if applicable Subscription Software Addendum (“**Agreement**”) for ELC services (the “**Services**”) and sets forth the cloud terms relating to Customer’s use of the Services thereunder.

If any term in this Addendum conflicts with a term in the main body of the Agreement, this Addendum will govern.

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for the Services, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize the Services, as determined in WatchGuard’s sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface (“API”) offered as part of the Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notification to Customer. If an API presents a security risk to the Services or the, WatchGuard will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond WatchGuard’s control that may impact WatchGuard’s ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification

2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of the Services will be performed periodically. WatchGuard will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Provider will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6 Wi-Fi Network Requirements

6.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20Mbps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the **“WatchGuard Licensed Software Warranty”**. As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this EPSLA as of [REDACTED] (the “EPSLA Date”).¹

WatchGuard Video, Inc.

Customer: Itasca County Sheriff's Office

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ **NTD:** Signature blocks can be removed if this EPSLA is attached to the MCA when the MCA is executed.



4RE/VISTA Price Quote

CUSTOMER: Itasca County Sheriff's Department

ISSUED: 12/21/2020 3:50 PM

EXPIRATION: 4/1/2021 1:00 AM

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,,,

**TOTAL PROJECT ESTIMATED AT:
\$330,908.00**

ATTENTION: Lt. Mark Lallak

SALES CONTACT: Steve Doble

PHONE: 218-326-3477

DIRECT: 612-306-8241

E-MAIL: mark.lallak@co.itasca.mn.us

E-MAIL: steve.doble@motorolasolutions.com

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	24.00	\$95.00	\$10.00	\$2,040.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	24.00	\$99.00	\$10.00	\$2,136.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	24.00	\$5,550.00	\$250.00	\$127,200.00
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	24.00	\$450.00	\$45.00	\$9,720.00
WAR-300-CAM-4TH	Warranty, V300, 4th Year, (requires No Fault Warranty)	24.00	\$180.00	\$18.00	\$3,888.00
WAR-300-CAM-5TH	Warranty, V300, 5th Year, (requires No Fault Warranty)	24.00	\$235.00	\$24.00	\$5,064.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	24.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	24.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	24.00	\$200.00	\$200.00	\$0.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	24.00	\$325.00	\$0.00	\$7,800.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	24.00	\$450.00	\$0.00	\$10,800.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
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415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Freight	Shipping/Handling and Processing Charges	1.00	\$960.00	\$0.00	\$960.00
					\$169,608.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	280.00	\$495.00	\$0.00	\$138,600.00
					\$138,600.00

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	Tier 1 Onsite Installation. Includes Project Coordination, One Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Limited EL Client Installations, Limited Configuring of 4RE Units, Limited MDC App Installations, Interview Room Configuration, Limited Configuration of Body Worn Cameras, Full Testing of WatchGuard Systems, Installation of Evidence Library, Training of Officer and Admin Staff, Limited Vehicle Install Inspections, Vendor Management, Support	1.00	\$5,000.00	\$2,500.00	\$2,500.00
					\$2,500.00

4RE and VISTA Proposal

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	4.00	\$4,795.00	\$200.00	\$18,380.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	28.00	\$200.00	\$0.00	\$5,600.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	28.00	\$200.00	\$0.00	\$5,600.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	4.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	4.00	\$100.00	\$100.00	\$0.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	4.00	\$200.00	\$200.00	\$0.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	4.00	\$325.00	\$0.00	\$1,300.00



4RE/VISTA Price Quote

WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	4.00	\$450.00	\$0.00	\$1,800.00
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WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Trade Credit for (28) Current 4RE's	28.00	\$-500.00	\$0.00	\$-14,000.00
DV1-AOH-GPS-RFB	Transfer Station II Kit, Includes Power & AC Cables, Labels and Docs	1.00	\$1,495.00	\$75.00	\$1,420.00
Freight	Shipping/Handling and Processing Charges	1.00	\$100.00	\$0.00	\$100.00
					\$20,200.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$20,343.00
Additional Quote Discount	\$0.00
Total Amount	\$330,908.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below (“**Customer**”). WatchGuard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, “**Documentation**”). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard. unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of

the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, “**Non-WatchGuard Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section ___ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard’s policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard’s systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, WatchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**WATCHGUARD PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by WatchGuard’s support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; “**Third-Party Data**” means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**WatchGuard Data**” means data owned or licensed by WatchGuard; “**Feedback**” means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, “**WatchGuard Materials**”). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**");

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Dallas, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. . Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

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

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

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

WatchGuard Video, Inc.

Customer:Itasca County Sheriff's Office

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 (“**WatchGuard**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

“Initial Subscription Period”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a **“Renewal Subscription Year”**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **“Subscription Term”**.) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a **“Partial Subscription Year”**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the **“SSA Term”**) will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard’s Software, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

The Parties hereby enter into this SSA as of [REDACTED] (the “SSA Date”).¹

WatchGuard Video, Inc.

Customer: Itasca County Sheriff's Office

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

¹ [REDACTED] NTD: Signature blocks can be removed if this SSA is attached to the MCA when the MCA is executed.



Quote For:

**Itasca County Sheriff's Department
Attn: Mark Lallak**

Reference:

**Itasca County Sheriff's Department (MN) 3-30-2021 VaaS (24)4RE-
V300 Bundles (4)4RE Units ELC**

Quote By:

**WatchGuard Video
John Bowles**

Date: 03-31-21

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Itasca County Sheriff's Department - Attention: Mark Lallak
Itasca County Sheriff's Department (MN) 3-30-2021 VaaS (24)4RE-V300
Bundles (4)4RE Units ELC

QUOTATION - LGQ-0086-02**DATE: 03-31-21**

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$149 per Month	4	\$8,940.00	\$35,760.00
AAS-ICV-5YR-001 (PaaS)			
Video-as-a-Service includes the EvidenceLibrary.com cloud-based evidence management system			
Unlimited users, Unlimited storage & Unlimited cloud sharing			
CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch)			
In-Car Video System (Choice of forward camera)			
Includes 200GB DVR, Control panel & Infrared cabin camera			
HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch			
5-year agreement (billed Quarterly or Annually)			
Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$198 per Month	24	\$11,880.00	\$285,120.00
AAS-ICV-BWC-5YR (PaaS)			
Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.			
User licenses on a per-device basis.			
EvidenceLibrary.com and select CommandCentral evidence capture, records, and community engagement capabilities included.			
Body-worn camera (choice of mount)			
Third year technology (Hardware) refresh.			
CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch)			
Third year technology refresh			
In-Car Video System (Choice of forward camera)			
Includes 200GB DVR, Control panel & Infrared cabin camera			
WiFi Dock			
HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch			
5-year agreement (billed Quarterly or Annually)			

No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support

USB Docking Station Video-as-a-Service Package @ \$4 per Month	24	\$120.00	\$2,880.00
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AAS-BWC-USB-DOC **(PaaS)**

USB Dock for Body-worn camera including USB Cable

Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month	1	\$1,800.00	\$1,800.00
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AAS-BWC-XFS-DOC **(PaaS)**

8-Bay Ethernet Transfer Station

Ethernet Cable, Rack mount (optional) & Power Cord

V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	24	\$99.00	\$2,376.00
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VIS-300-BAT-RMV **(PaaS)**

Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation	1	\$2,500.00	\$2,500.00
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WGW00122-400 **(PaaS)**

Evidencelibrary.com, Software and Hosting, Unlimited Shared, Annually per device	20	\$495.00	\$9,900.00
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WGC01001 **(PaaS)**

Trade Credit for (28) Current 4RE's	28	-\$500.00	-\$14,000.00
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BRK-DV1-MIC-100 **(PaaS)**

SHIPPING & HANDLING	1	\$1,060.00	\$1,060.00
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FREIGHT **(PaaS)**

Total Price	\$341,396.00
Discount	\$14,000.00
Amortized	\$327,396.00
Due Now	\$0.00
Annual Invoice	\$65,479.20

Purchase as a Service (PaaS)
Financial Profile

Total Price:	\$327,396.00
Contract Term:	5 Years

Monthly Payments:	\$5,456.60
Annual Invoice:	\$65,479.20

Notes:

1. Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
2. Payment Terms: (net 30 days) - Equipment upon shipment; Installation upon completion; Services and Subscription Agreements upfront

Quoted by: John Bowles - 800-605-6734 - john.bowles@motorolasolutions.com



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1382

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1495

DEPARTMENT: Auditor / Treasurer

PRESENTER: Deb Davis

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Cancellation of Forfeiture

BOARD ACTION REQUESTED:

Approve the Cancellation of Forfeiture for Parcel #29-131-4100, Owner Mary Smith Bimway.

BACKGROUND:

Request action to be taken at the 4/6/2021 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application for Cancellation of Forfeiture - Mary Smith Bimway

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

Application for Cancellation of Forfeiture

PT90

in ITASCA County

The applicant requests that the certificate of forfeiture for the property described below be canceled pursuant to Minnesota Statutes, sections 279.33 and 279.34.

Applicant Information

Name(s) of applicant(s)

JEFFREY T. WALKER, ITASCA COUNTY AUDITOR/TREASURER

Mailing address of applicant

123 NE FOURTH STREET

City

GRAND RAPIDS

State

MN

Zip code

55744

Phone

218-327-2860

Applicant is: ☒ County auditor ☐ Property owner ☐ Owner's agent

Legal description of property: (attach additional sheets if needed)

The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), Section 31, Township 145, Range 25.

Property Information

All or part of the described real property is registered (Torrens): ☐ Yes ☒ No

Certificate of Forfeiture

Certificate of Forfeiture

Date of execution

November 20, 2020

Date of recording

November 25, 2020

Location of recording

ITASCA COUNTY RECORDER'S OFFICE

Recording number

A000746725

Reason for Cancellation

☐ Exemption☒ Administrative error

Explain in detail the reason(s) for cancellation. Attach additional sheets if necessary.

This parcel is Indian Trust Land as all of the attached supporting documentation prove. The Assessor for some reason reclassified the property as non-homestead single residential property for assessment year 2015 from a tax exempt classification. The parcel then tax forfeited to the state for nonpayment of taxes by the owner, Mary Smith Bimway, who should not have been taxed according to the attached supporting documents.

Cancellation

Sign Here

Signature of applicant



Date

April 1, 2021

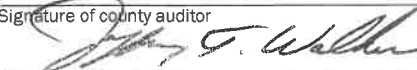
County Approval

Auditor to complete this section.

The County Board and county auditor of ITASCA County, Minnesota, have reviewed this application for the cancellation of the certificate of forfeiture for the property described above, pursuant to Minnesota Statutes 279.33 and 279.34, and recommend that the cancellation be granted by the Minnesota Department of Revenue.

Sign Here

Signature of county auditor



County

Itasca

Date

April 1, 2021

Phone

218-327-2860

Return application to: Minnesota Department of Revenue Property Tax Division Mail Station 3340 St. Paul, MN 55146-3340

Department Use Only

Order of the Minnesota Department of Revenue

Upon examination of the contents of this application, it is hereby:

☐ rejected. Reasons for rejection:

☒ accepted. The certificate of forfeiture is to be canceled, and the county auditor is to record this application as a certificate of cancellation pursuant to Minn. Stat. 279.33 and 279.34 which will void the tax forfeiture of the property described in this application.

Commissioner of Revenue

By

Date application received by Minnesota Department of Revenue

Minnesota Department of Revenue's number

County Auditor's number



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1496

DEPARTMENT: Auditor / Treasurer

PRESENTER: Deb Davis

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Cancellation of Forfeiture

BOARD ACTION REQUESTED:

Approve the Cancellation of Forfeiture for Parcel #18-015-4408, Owner State of Minnesota, Department of Transportation.

BACKGROUND:

Request action to be taken at the 4/6/2021 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application for Cancellation of Forfeiture - MnDOT

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

Application for Cancellation of Forfeiture**PT90**in ITASCA County

The applicant requests that the certificate of forfeiture for the property described below be canceled pursuant to Minnesota Statutes, sections 279.33 and 279.34.

Applicant Information	Name(s) of applicant(s) JEFFREY T. WALKER, ITASCA COUNTY AUDITOR/TREASURER			
	Mailing address of applicant 123 NE FOURTH STREET			
	City GRAND RAPIDS	State MN	Zip code 55744	Phone 218-327-2860
	Applicant is: ☒ County auditor ☐ Property owner ☐ Owner's agent			
Property Information	Legal description of property: (attach additional sheets if needed) Part of Government Lot 5, Section 15, Township 56, Range 23 described in full on the attachment.			
	All or part of the described real property is registered (Torrens): ☐ Yes ☒ No			
Certificate of Forfeiture	Date of execution August 9, 2001		Date of recording August 16, 2001	
	Location of recording ITASCA COUNTY RECORDER'S OFFICE		Recording number A000530429	
	Reason for Cancellation			
	☐ Exemption ☒ Administrative error Explain in detail the reason(s) for cancellation. Attach additional sheets if necessary. This parcel was part of a condemnation of lands for Trunk Highway purposes recorded December 4, 1995 as Document #466910 of which a copy is attached. It appears that the parcel was not classified as an exempt parcel at that time. As a result the parcel erroneously forfeited for non-payment of taxes on August 16, 2001. This forfeiture needs to be canceled and reinstated in the name of the State of Minnesota, Department of Transportation.			
Sign Here	Signature of applicant		Date April 1, 2021	

County Approval	Auditor to complete this section.			
	The County Board and county auditor of <u>ITASCA</u> County, Minnesota, have reviewed this application for the cancellation of the certificate of forfeiture for the property described above, pursuant to Minnesota Statutes 279.33 and 279.34, and recommend that the cancellation be granted by the Minnesota Department of Revenue.			
Sign Here	Signature of county auditor	By Itasca	Date April 1, 2021	Phone 218-327-2860

Return application to: Minnesota Department of Revenue Property Tax Division Mail Station 3340 St. Paul, MN 55146-3340

Department Use Only	Order of the Minnesota Department of Revenue		
	Upon examination of the contents of this application, it is hereby:		
	☐ rejected. Reasons for rejection:		
	☐ accepted. The certificate of forfeiture is to be canceled, and the county auditor is to record this application as a certificate of cancellation pursuant to Minn. Stat. 279.33 and 279.34 which will void the tax forfeiture of the property described in this application.		
	Commissioner of Revenue	By	Date application received by Minnesota Department of Revenue
Minnesota Department of Revenue's number		County Auditor's number	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1467

DEPARTMENT: Health & Human Services

PRESENTER: Sarah Anderson

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one Managed Care Nurse in the IMCare Division of the Itasca County Health and Human Services Department.

BACKGROUND:

Due to an internal promotion, we have this vacancy. Due to workload, this position needs to be filled as soon as possible.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form MCN

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1474

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Request for Hiring Authorization - Eligibility Specialist

BOARD ACTION REQUESTED:

Authorize posting of two (2) Eligibility Specialist positions, Family Services Division, Health & Human Services Department on an open competitive basis, if not filled on an internal basis.

BACKGROUND:

Request to fill two vacancies in the Financial Assistance Unit. These two position are budgeted and will replace staff who have left the unit in 2020; one position has been vacant since May 2020 and the second since December 2020. We will have another additional vacancy in May due to a retirement within our unit. DHS is preparing to resume annual cash and food renewals for May benefits. The savings for these two vacant positions totaled \$102,640.12.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Hiring Request April21

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1493

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Change in Allocation of a 1.0 FTE Public Health Nurse Position

BOARD ACTION REQUESTED:

Approve a Change in Allocation of a 1.0 FTE Public Health Nurse, currently vacant, to 1.0 FTE Public Health Educator in the Public Health Division of the Itasca County Health and Human Services Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1487

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract for COVID-19 Vaccination Administration

BOARD ACTION REQUESTED:

Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Paula Butler for the period of March 30, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

BACKGROUND:

Per Itasca County Purchase of Service Agreement, malpractice liability limited to be reimbursed as needed to reach the minimum claim limits.

It is requested that the County Board take action at their April 6, 2021 Work Session.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. P Bu POS Agreement 2020

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Paula Butler, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 3-30-2021 THROUGH 12-31-2021.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide COVID-19 vaccination administration; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Search monthly, the OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, and the Excluded Provider Lists maintained by the State, for any agents, persons with an Ownership or Control Interest, and Managing Employees to verify these persons:
 - a. Are not excluded from participation in Medicare or Medicaid nor under §§ 1128 or 1128A of the SSA; and
 - b. Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA (42 CFR §§ 455.436: 438.602(d); 438.610).
2. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
3. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) or more;

- ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.
- C. Contractor's Duties
 - 1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
 - 1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
 - 1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 - 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
 - 1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
 - 1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Comply with policies of the Minnesota Department of Human Services regarding managed care recording and monitoring procedures, as defined in the Agreement between Itasca County Health and Human Services and Department of Human Services, and the administrative rules of the State Agency.
 - c. Respond directly and promptly to State inquiries and data requests.
 - d. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
 - e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial

records, documents, papers, and records involving financial transactions related to this Contract. If CMS, the HHs Inspector General, the Comptroller General, or their designees, or the State determines that there is a reasonable probability of fraud or similar risk, CMS, HHS Inspector General, the Comptroller General, or their designees, or the State may audit the Contractor at any time.

- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Paula Butler, RN

DATED _____

Exhibit A
Itasca County Public Health

Paula Butler will:

1. Perform duties for COVID-19 Vaccination Administration



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1494

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

National Public Health Week Proclamation

BOARD ACTION REQUESTED:

Adopt the National Public Health Week Proclamation, which proclaims the week of April 5-11 2021 as National Public Health Week in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. NPHW Proclamation
2. NPHW Proclamation SIGNED

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist



National Public Health Week Proclamation

WHEREAS the week of April 5-11, 2021, is National Public Health Week, and the theme is “Building Bridges to Better Health”; and

WHEREAS since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers and public health professionals about issues important to improving the public’s health; and

WHEREAS U.S. life expectancy dropped from 2014 to 2017 in the longest sustained decline since the Great Recession and only in 2018 began to increase again; further, studies consistently show the United States has a lower life expectancy than comparable countries; and

WHEREAS there is a significant difference in health status, such as obesity, poor mental health and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers and lack of economic opportunity; and

WHEREAS public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters and disasters caused by human activity; and

WHEREAS public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today’s disease surveillance and control systems; and

WHEREAS six in 10 U.S adults have a chronic disease and four in 10 have two or more; and health risks such as alcoholism, obesity and tobacco use are the primary reason for 7 of every 10 deaths annually in the United States; and

WHEREAS the COVID-19 pandemic has illuminated and exacerbated racial inequities.

NOW, THEREFORE, the Itasca County Board of Commissioners does hereby proclaim the week of April 5-11, 2021, as **National Public Health Week 2021** in Itasca County and calls upon the people of Itasca County to observe this week by helping our families, friends, neighbors, co-workers and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits in light of this year’s theme, **“Building Bridges to Better Health.”**

Signed: _____
Burl Ives, Chair
Itasca County Board of Commissioners

Date: _____



Public Health
Prevent. Promote. Protect.

National Public Health Week Proclamation

WHEREAS the week of April 5-11, 2021, is National Public Health Week, and the theme is "Building Bridges to Better Health"; and

WHEREAS since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers and public health professionals about issues important to improving the public's health; and

WHEREAS U.S. life expectancy dropped from 2014 to 2017 in the longest sustained decline since the Great Recession and only in 2018 began to increase again; further, studies consistently show the United States has a lower life expectancy than comparable countries; and

WHEREAS there is a significant difference in health status, such as obesity, poor mental health and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers and lack of economic opportunity; and

WHEREAS public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters and disasters caused by human activity; and

WHEREAS public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today's disease surveillance and control systems; and

WHEREAS six in 10 U.S adults have a chronic disease and four in 10 have two or more; and health risks such as alcoholism, obesity and tobacco use are the primary reason for 7 of every 10 deaths annually in the United States; and

WHEREAS the COVID-19 pandemic has illuminated and exacerbated racial inequities.

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Signed: _____

Burl Ives, Chair
Itasca County Board of Commissioners

Date: _____

04/06/2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1488

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Itasca Resource Center Siding Replacement Bid

BOARD ACTION REQUESTED:

Authorize Itasca County Health & Human Services to go out for bids for the Itasca Resource Center (IRC) Siding Replacement with funds to be paid from Itasca Resource Center building fund.

BACKGROUND:

The bids will be brought to the County Board on May 25th, 2021 for final approval.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

1. Specifications and Bid Form- IRC Siding Bid

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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COUNTY OF ITASCA
SPECIFICATIONS AND BID FORM
ITASCA RESOURCE CENTER SIDING REPLACEMENT

INSTRUCTION TO BIDDERS:

1. Bids, Submissions, Openings, and Award
 - a. Bidders will submit these specifications and completed bid form attached herein in a sealed envelope entitled: "Sealed Bids for Itasca Resource Center Siding Replacement".
 - b. A Bid Security (certified check, money order, or performance bond) made out to County of Itasca, in the amount of five percent (5%) of the total bid price, shall be submitted with the bid.
 - c. Bids can be submitted to the Itasca County Health and Human Services, Front Desk, at the Itasca Resource Center, 1209 SE 2nd Avenue, Grand Rapids, Minnesota until 12:30pm on Thursday, May 20th, 2021. No bids will be received after that time and date. If bids are received after that date and time, they will be returned to the bidder unopened.
 - d. Bids will be opened and tabulated at 1:00pm on Thursday, May 20th, 2021 at the Itasca Resource Center, Room 105, by administration staff who will make a recommendation on who is the lowest responsible bidder. The bids along with staff recommendation will be presented to the Itasca County Board at its regular meeting at 2:30pm on the 25th day of May, 2021 in the Itasca County Boardroom, Itasca County Courthouse, 123 NE Fourth Street, Grand Rapids, Minnesota. The Itasca County Board will act to determine the lowest responsible bidder, to award the contract, or to take such action it deems lawful and in the best interests of Itasca County.
 - e. Right to accept or reject bids
 - i. The Itasca County Board reserves the right to accept or reject any or all bids, to waive any defects or technicalities, to advertise for new bids, or to take such action it deems lawful and in the best interests of Itasca County.
2. Bid and Performance Security:
 - a. Each Bid shall be accompanied by a Bid Security (certified check, money order, or performance bond) made payable to the County of Itasca, in the amount of five percent (5%) of the total bid price. If the bidder performs all requirements of the specifications, the check will be returned to the bidder upon satisfactory completion of the contract.
 - b. If the bidder fails to execute the contract or fails to perform all requirements of the contract following its execution, the Bid Security of five percent (5%) of the total bid price shall be considered payable to the County as liquidated damages to defray the costs in completing the project.
3. View of Site:
 - a. To view the premises, bidders may make arrangements with Eric Villeneuve, Itasca County Health and Human Services Director or authorized representative of the Maintenance Department at 218-327-2941.

GENERAL CONDITIONS:

1. Siding completion date shall be by October 31, 2021.
2. The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this agreement, have and keep in force a commercial/professional liability insurance policy in the amount of **\$1,500,000.00** for

total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000** each Accident, Bodily Injury by Disease: **\$500,000** each employee, Bodily Injury by Disease: **\$500,000** policy limit. When transportation is provided by the contractor, said contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured.

3. Upon award of the contract by the County Board, the bidder shall enter into a written contract with the County of Itasca County embracing the terms and conditions in the proposed contract that accompanies these specifications.

ADDITIONAL SPECIFICATIONS:

1. Demo and replace all metal siding, approximately 17,500 square feet, replace with 26-gauge PBR colored steel.
2. Take down and reinstall all existing down spouts.
3. Supply and install 1 new gutter downspout at problem area.
4. Take down and reinstall all electrical fixtures.
5. Replace outlets to code.
6. Main electrical service to stay in place and be j channeled around.
7. Demo and install all new flashings, including parapet.
8. Reroof to new parapet flashing to create a watertight seal.
9. Install new weather barrier.
10. Furnish a minimum 25-year manufacturer warranty to include Film Integrity, Chalk Rating, Fade Rating, and Perforation.
11. Clean up job site.
12. All permits required must be obtained by the contractor.
13. Itasca Resource Center building will remain open normal business hours while completing the project.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1485

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Ambulance Service Discussion

BOARD ACTION REQUESTED:

Approve \$20,000 of additional funding in 2021 for both the Bigfork Ambulance Service and the Nashwauk Ambulance Service with payment of these additional costs either through the new pandemic relief funds coming to Counties or through HHS reserves in 2021, with the conversation continuing into the budget sessions for future budget years.

BACKGROUND:

Both Nashwauk and Bigfork are struggling to fill shifts. HHS has met with both Ambulance services in January and February of 2021 to discuss possible solutions. Bigfork has started paying call time between the hours of 6 am and 6 pm. Nashwauk is in the process of trying to hire staff to cover shifts. The budgeted amount for the Ambulance services hasn't changed since at least 2012. HHS is requesting to partner in sharing some of these additional costs either through the new pandemic relief funds coming to Counties or through HHS reserves in 2021, with the conversation continuing into the budget sessions for future budget years. If Bigfork fills all of their shifts, they would have an increased yearly cost of \$62,400. Nashwauk hiring full time staff would have a similar increased cost. For 2021, HHS is asking that \$20,000 be considered for each of these ambulance services.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1483

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Request for Hiring Authorization

BOARD ACTION REQUESTED:
Authorize IT Director and HR to post the vacant Grade-11 Network Telecommunications Position and, if filled by promotion, to backfill the Grade-9 Help Desk position.

BACKGROUND:
MIS has had a Grade-11 position vacant for approximately 1 year. I am now seeking to fill this position via internal promotion and to then backfill the final Grade-9 position to round out complement.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Hiring Request form_30 Mar 21

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1308

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Change in Allocation of FTE

BOARD ACTION REQUESTED:
Approve the change in allocation of (1) FTE Highway Maintenance Worker position to be used towards the hiring of highway maintenance part time employees.

BACKGROUND:
Competing summer maintenance priorities can sometimes delay or impact roadside mowing operations. Specifically allocating these funds (approximately \$75,000) will help prioritize the timely completion of this work.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1451

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Capital Improvement Plan - Maintenance Facility Salt Shed Roof Repairs 2021

BOARD ACTION REQUESTED:

Approve use of Transportation Reserve Funds for Capital Improvement Project and authorize the County Engineer to enter into the Contract with Sourcewell/Jamar for Maintenance Facility Salt Shed Roof repairs.

BACKGROUND:

See Attachment

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Capital Improvement Plan - Maintenance Facility Salt Shed Roof Repairs 2021

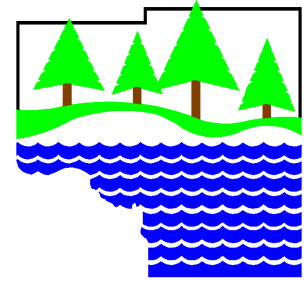
04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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ITASCA COUNTY HIGHWAY DEPARTMENT

123 NE 4th Street
Grand Rapids, MN 55744-2600

Hours: Monday thru Friday - 8:00AM to 4:30PM
Telephone: 218-327-2853
Fax: 218-327-0688



MEMORANDUM

To: Itasca County Board of Commissioners
CC: Karin Grandia, Itasca County Engineer
Ryan Sutherland, Assistant County Engineer
From: Kory Johnson, Highway Maintenance Director
Date: April 1, 2021
Subject: Capital Improvement Plan - Maintenance Facility Salt Shed
Roof Repairs 2021

The Maintenance Department is requesting the use of the Transportation Reserve funds for capital improvement projects for consideration by the County Board. Outlined below are the details for each request.

1. Bigfork and Balsam Salt Shed Caulking

The existing Salt Sheds at the Bigfork and Balsam Garages are a precast concrete building with a flat roof. Between the precast panels is caulking that is failing allowing moisture to come through the roof. This moisture enters the salt piles and caused clumping which creates challenges with loading and plugging up the spreaders on the trucks. The existing wall caulking does not need replacement at this time.

The recommended repair to these buildings is to remove all of the existing caulking from the roof. Recaulk the concrete seams and cap the caulked seams. It is recommended to use Sourcewell (Formerly, National Joint Powers Alliance or NJPA) to get the best pricing to complete the project. Sourcewell is a competitive bid contract available to local government similar to the State Contract and is administered by the company Gordian. Information on Sourcewell and the competitive bid process is attached to the memorandum. The state contracts available did not address this type of roofing repair.

I met with a representative from Gordian and Jamar, who is the low bid contractor for their roofing contract, on January 27th, 2021 to complete a scoping evaluation of the project. Once the scope of work was finalized I received a proposal for construction from Sourcewell. The summary of costs are listed below with the detailed proposals attached to this memorandum.

- Bigfork Work Order 089246 = \$22,027.07
- Balsam Work Order 089247 = \$22,027.07

2. Togo Salt Shed Roofing

The existing Salt Shed at the Togo Garage is a timber structure building with a sloped roof. The rubber sheeting of the roof is failing allowing moisture to come through the roof. This moisture enters the salt piles and caused clumping which creates challenges with loading and plugging up the spreaders on the trucks.

The recommended repair to this building is to remove all of the existing roofing from the roof and then replace plywood and add new shingling or rolled roofing material. It is recommended to add this work to the same Sourcewell project as the Bigfork and Balsam salt shed.

I met with a representative from Grodian and Jamar, who is the low bid contractor for their roofing contract, on January 27th, 2021 to complete a scoping evaluation of the project. Once the scope of work was finalized I received a proposal for construction from Sourcewell. The summary of costs are listed below with the detailed proposals attached to this memorandum.

- Togo Work Order 089337 = \$15,941.46

An item to note is cost information that was provided as part of the Swan River Salt Shed project. To replace the Togo Salt Shed with a new timber structure building would cost approximately \$90,000.

3. Transportation Department Reserves Request Justification

The maintenance department has an annual Building Improvement and Construction budget 05-330-6600 of \$80,000. This budget is exhausted annually by covering costs on heating/cooling system repairs/replacements, fuel tank repairs, gas/propane system repairs/replacement, small roofing repairs, overhead garage door/fire door repairs/replacement, plumbing repairs, electrical repairs, etc. at 9 garages and Central Purchasing located throughout the County. With not enough annual budget to complete the Salt Shed Roof Repairs it is requested to use the Transportation Department Reserves to complete this project.

4. Contract

If the County Board approves the use of reserve funds for the Salt Shed Roof Capital Improvement project and the use of the Sourcewell contract MN03IR-042517-JMR then award the projects 089246.00-Bigfork, 089247.00-Balsam 089337.00 - Togo to Sourcewell Contract Jamar.

To: Sourcewell ezIQC Contract Administration
From: Marcus Miller, Sourcewell General Counsel and Dir. of Government Relations
Date: January 2021
RE: Legal Authority for Indefinite Quantity Construction Contracts Using Best Value

Formation and Purpose:

Sourcewell is a local unit of government and public agency created by the Minnesota legislature as a service cooperative. Minn. Stat. § 123A.21 (2020). As such, Sourcewell is a local unit of government pursuant to the Minnesota Constitution. Minn. Const. art. XII, sec. 3. Sourcewell was established with the statutory purpose to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. § 123A.21, Subd. 2. These programs included joint and cooperative purchasing services. Id. at Subd. 7(23).

All Sourcewell employees are government employees. Minn. Stat. § 353.01 Subd. 6(b) (2020). Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members. § 123A.21 Subd. 4. Member agencies include eligible government, education, and non-profit entities. Id. at Subd. 3.

Joint Powers Authority:

Sourcewell's indefinite quantity and delivery construction contracts (IQCC) are made available to Minnesota members through the joint exercise of powers law Minn. Stat. § 471.59 (2020). Sourcewell, on behalf of itself and participating members, has conducted a joint competitive solicitation process resulting in the award of IQCC construction contracts for use in Minnesota. Members may access contracts upon the execution of the Sourcewell membership agreement by a participating member's governing board.

Procurement Process: Best Value Alternative

Sourcewell follows the Minnesota Uniform Municipal Contract law when soliciting contracts. Minn. Stat. § 471.345 (2020). Under this law, Sourcewell has the option of awarding contracts for the construction, alteration, repair, or maintenance of property over \$175,000 by sealed bids or by using a best value method. Id. at Subd. 3a. Best value permits an awarding entity to utilize a request for proposals (RFP) method when awarding contracts. Minn. Stat. § 16C.28 Subd. 1(a)(2) (2020). Sourcewell has chosen to award its contracts using the best value procurement method since it allows consideration of evaluation criteria beyond simply price. Id. at Subd. 1b. Criteria used to determine which contracts represent the best value are defined in the Sourcewell RFP. Id. at Subd. 1(c).

Sourcewell specifically evaluates additional criteria including responsiveness, technical qualifications, past performance, and price when determining contract awards based on a best value method.

Use of the best value method allows Sourcewell to jointly procure construction contracts to meet the needs of its members in Minnesota. Because of the indefinite nature of the work at the time Sourcewell solicits and awards its construction contracts, an anticipated volume is used to inform potential contractors about the contract opportunity. This allows interested parties to prepare and respond with their most competitive price factors.

Additional best value factors are used to determine which responding contractors, considering both price and other criteria, are needed to fulfill the expected volume of work. This may result in multiple contract awards under a single solicitation.

Sourcewell has contracted with Gordian to provide third party administration and software support for its IQCC contracts. This system is known as “ezIQC.” Contractors awarded following the IQCC best value competitive process utilize the ezIQC system to process work orders from purchasing agencies.

Request for Proposal (RFP) Solicitation Process

Sourcewell's procurement experts frequently examine and refine the request for proposal (RFP) process for Indefinite Quantity Construction (ezIQC) to meet the needs of participating agencies within the states that require or allow a best-value approach to construction solicitations. Clients value this local, competitively solicited procurement and contract process because it meets or exceeds their requirements. Examine this outline of Sourcewell's procurement process for ezIQC RFPs.

1. Seek authorization from Sourcewell Board of Directors

Permission from the publicly elected Sourcewell Board of Directors is sought at the beginning of each calendar year to solicit for ezIQC contracts within all 50 states.

2. Identify participating agency needs and research solutions

Sourcewell and The Gordian Group identify areas of need through market research and client outreach, then we research the best approach for RFP development in accordance with state and local policy and regulations.

* Sourcewell, through a formal solicitation process, awarded a professional service agreement to The Gordian Group (Gordian) for their Indefinite Quantity Construction Contract (IQCC) program. The system includes Gordian's proprietary ezIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which is used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell participating agencies.

3. Draft solicitation, public advertisement, and notice

Sourcewell prepares the RFP documents and advertises each ezIQC RFP:

- In local newspapers within the state or region where ezIQC contracts are being solicited.
- To the Sourcewell website at sourcewell-mn.gov.
- All solicitation documents are available at the Sourcewell Procurement Portal at portal.sourcewell-mn.gov.

4. Conduct pre-proposal conference

Intending proposers are strongly encouraged to attend a pre-proposal seminar to discuss the ezIQC procurement system, instructions to proposers, the contract documents, and proposal submission. Proposers can find seminar

information such as location, time, and date in the advertisements, on the Sourcewell Procurement Portal, and within the RFP documents. Some jurisdictions mandate seminar attendance in order to submit a response.

5. Proposal submission

All proposers must submit their completed proposal no later than the date and time specified within the RFP. Sourcewell publicly posts a list of all responding contractors to the Sourcewell Procurement Portal within one hour of the closing date and time.

6. Evaluate responses

The proposal evaluation committee starts the evaluation process at the proposal opening by determining the responsiveness of each proposal. They conduct a final evaluation by using the proposal evaluation criteria defined in the RFP.

7. Award contractors

Award letters and the Indefinite Quantity Construction Agreement are sent to successful contractors for acceptance and signature. Based on the findings and recommendations of the proposal evaluation committee, the Sourcewell Chief Procurement Officer awards a contract to be ratified by the board of directors.

8. Posting and reviewing approved contract documents

Sourcewell maintains a complete procurement file and all contract documentation is posted for public view on our website under the awarded contractor's landing page.

Invitation for Bid (IFB) Solicitation Process

Sourcewell's procurement experts frequently examine and refine the invitation for bid (IFB) process for Indefinite Quantity Construction (eIQC) contracts to meet the needs of participating agencies within the states we serve. Examine this outline of Sourcewell's procurement process for eIQC IFBs.

1. Seek authorization from Sourcewell Board of Directors

Permission from the publicly elected Sourcewell Board of Directors is sought at the beginning of each calendar year to solicit for eIQC contracts within all 50 states.

2. Identify participating agency needs and research solutions

Sourcewell and The Gordian Group identify areas of need through market research and client outreach, then we research the best approach for IFB development in accordance with state and local policy and regulations.

*Sourcewell, through a formal solicitation process, awarded a professional service agreement to The Gordian Group (Gordian) for their Indefinite Quantity Construction Contract (IQCC) program. The system includes Gordian's proprietary eIQC, eGordian and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which is used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by Sourcewell and Sourcewell participating agencies.

3. Solicitation of IFB:

- The Invitation for Bid is advertised locally in newspapers and construction journals in accordance with the local regulations of the bidding region.
- The Invitation for Bid is advertised on sourcewell-mn.gov for the entire duration of the solicitation.
- All solicitation documents are available at the Sourcewell Procurement Portal at portal.sourcewell-mn.gov.

4. The IFB consist of four (4) books:

Book 1: Project Information and Instructions to Bidders

Book 2: IQCC Standard Terms and Conditions; General Terms and Conditions

Book 3: Construction Task Catalog® (Separate for each geographical area, the geographic areas are specified in section 3 of Book 1)

Book 4: Technical Specifications

5. Pre-bid seminar

Intending bidders are strongly encouraged to attend a pre-bid seminar to discuss the eIQC procurement system, contract documents, bid forms, and bid submission. Bidders can find seminar information such as location, time, and date in the advertisements, on the Sourcewell Procurement Portal, and within the IFB documents (Book 1 – Instructions to Bidders). **Some jurisdictions mandate seminar attendance in order to submit a bid.**

6. Addenda

Addenda to the IFB Documents issued by Sourcewell will become part of the IFB Documents and uploaded to the procurement portal for contractor download and acceptance. All addenda must be acknowledged and digitally signed prior to the submission of the bid.

7. Submittal of IFB

All bidders must submit their completed bid no later than the date and time specified within the IFB. Sourcewell publicly posts a list of all responding contractors to the Sourcewell Procurement Portal within one hour of the closing date and time.

8. Price Analysis and Review of Responses

The bid evaluation committee does an in-depth price analysis and bid review to determine the lowest responsive and responsible bidder for contract award. The committee documents and justifies the award within the comment and review document of the IFB. This document is available at sourcewell-mn.gov.

9. Award Issued to Lowest Responsive and Responsible Contractor

Award letters and the Indefinite Quantity Construction Contract are sent to successful contractors for acceptance and signature. Based on the findings and recommendations of the bid evaluation committee, the Sourcewell Chief Procurement Officer awards a contract to be ratified by the board of directors.

Sourcewell

Traditional construction procurement methods can be a lengthy and costly process. Gordian's ezIQ solution establishes local, competitively-bid prices upfront and eliminates the need to bid each project separately. When you need to get repairs, renovations, upgrades or even new construction underway quickly, ezIQ, available through Sourcewell, allows you to access competitively awarded contractors to get started on your project immediately. With ezIQ, you can avoid the red tape of traditional procurement, issue POs in days and still satisfy your local competitive bidding requirements.

Features

- Immediate access to local, competitively awarded construction contracts
- Expert review of Price Proposal
- Assistance with scope of work development
- Streamlined change order process
- Readily available pre-qualified contractors
- Simple project initiation
- Preset construction pricing

Benefits

- Time savings
- Price certainty
- Reduced procurement and administrative costs
- Price Proposal accuracy
- Increased cost control
- Higher quality of work

A smart alternative for your construction project

ezIQ is the easy and intelligent way to buy construction services at competitive prices. Take advantage of cooperative volume discounts from contracts that have already been competitively awarded. With access to local contractors through Sourcewell, you can trade the time and expense of traditional procurement for speed, efficiency and the power of group buying.

Our team of expert field personnel will guide you through each step of the ezIQ process, providing oversight to ensure cost and timing efficiencies are maximized right from the start.

Get Started

- 1 | Go to ezIQ.com
- 2 | Enter your contact information and brief project description
- 3 | We will contact you and walk you through the process



A simple process

1. Joint Scope Meeting: Once project information is received, we will contact you to schedule a Joint Scope Meeting at the project site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate the misunderstandings and mistakes that lead to most change orders. This upfront, open communication invites suggestions for value engineering and often results in more cost-effective, collaborative solutions.

2. Detailed Scope of Work: We'll help you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the ezIQC contractor.

3. Price Proposal: Next, the contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog®. Cost is determined through this straightforward equation:

$$\text{Task unit price} \times \text{the required quantities} \times \text{the contractor's competitively-bid adjustment factor}$$

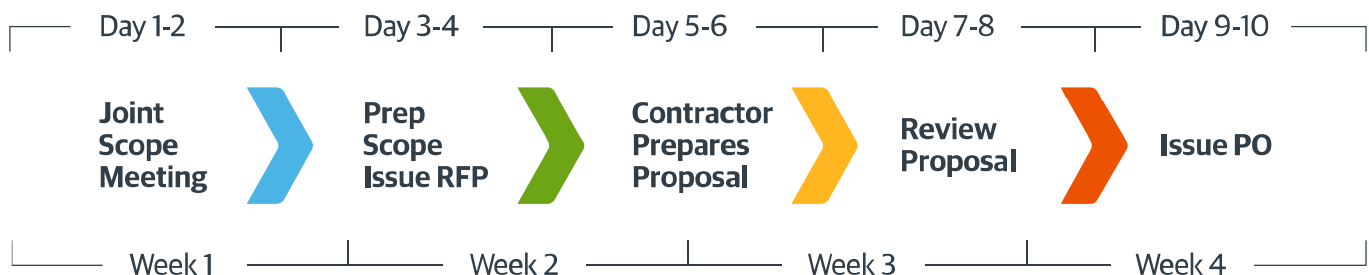
The contractor submits the Price Proposal along with a construction schedule and a list of proposed local subcontractors.

4. Price Proposal Review: Our seasoned field personnel will review the Price Proposal to make sure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. Only then will the Price Proposal be submitted for your final review.

5. Purchase Order: When you are 100 percent satisfied with the Price Proposal, construction schedule and proposed subcontractors, you can ask the contractor to submit any required payment and performance bonds and certificates of insurance on your standard forms. If the bonds and insurance are acceptable, you simply issue a purchase order for the contractor to proceed. The construction is now ready to begin in a fraction of the time that you normally spend to procure a project.

6. Construction: Site inspections and construction management follow your standard process. When necessary changes arise, you have the flexibility to change the scope of work with ezIQC. Extra work and changes are priced using the preset unit prices in the Construction Task Catalog for your specific area. There is no need to negotiate change orders. Contractors are motivated to provide a high quality project, as the opportunity for future work is tied to their current performance.

5-10 Working Days: Small, Straightforward Project



30 Days: Larger, More Complex Project

For more information, contact Kellie Erickson at k.erickson@thegordiangroup.com or 2182961772.



Work Order Signature Document

Sourcewell EZIQC Contract No.: MN03IR-042517-JMR

☒

New Work Order



Modify an Existing Work Order

Work Order Number: 089246.00

Work Order Date: 03/05/2021

Owner PO No:

Work Order Title: Itasca County Big Fork Salt Building Roof Repairs

Owner Name: Itasca County

Contractor Name: The Jamar Company

Contact: Kory Johnson

Contact: Caleb Blomdahl

Phone: 218-327-2843

Phone: 218-628-6120

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN03IR-042517-JMR.

Brief Work Order Description:

Repairs to Salt Shed Roof

Time of Performance

See Schedule Section of the Detailed Scope of Work

Duration

Liquidated Damages

Will apply:



Will not apply:



Work Order Firm Fixed Price: \$22,027.07

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Caleb Blomdahl
Jamar
No Data Input
No Data Input,
218-628-6120

From: Kory Johnson
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744
218-327-2843

Date Printed: March 05, 2021

Work Order Number: 089246.00

Owner PO No:

Work Order Title: Itasca County Big Fork Salt Building Roof Repairs

Brief Scope: Repairs to Salt Shed Roof

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached scope of work

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 05, 2021

Re: IQC Master Contract #: MN03IR-042517-JMR
Work Order #: 089246.00
Owner PO #:
Title: Itasca County Big Fork Salt Building Roof Repairs
Contractor: The Jamar Company
Proposal Value: \$22,027.07

No Category Input	\$22,027.07
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Proposal Total	\$22,027.07
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Contractor's Price Proposal - Detail

Date: March 05, 2021

Re: IQC Master Contract #: MN03IR-042517-JMR
 Work Order #: 089246.00
 Owner PO #:
 Title: Itasca County Big Fork Salt Building Roof Repairs
 Contractor: The Jamar Company
 Proposal Value: \$22,027.07

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
No Category Input											
1	01	22	23	00	0009	WK	60' Engine Powered, Telescoping Boom Manlift				\$2,110.83
						Installation	Quantity		Unit Price	Factor	Total
							1.00	x	1,278.67	x	1.6508 = 2,110.83
2	07	05	13	00	0005	EA	Labor Crew Up-Charge For >3 To 4 SQ				\$261.87
						Installation	Quantity		Unit Price	Factor	Total
							1.00	x	158.63	x	1.6508 = 261.87
3	07	05	13	00	0014	SF	Roof Repair, Membrane Roofing, >50 To 100 SF				\$5,422.88
						Installation	Quantity		Unit Price	Factor	Total
							900.00	x	3.65	x	1.6508 = 5,422.88
						Powerwash, prep, remove caulk, backer rod and clean joints					
4	07	14	16	00	0014	SQ	Concrete/Metal Primer (Garland Dura-Walk®)				\$748.32
						Installation	Quantity		Unit Price	Factor	Total
							11.00	x	41.21	x	1.6508 = 748.32
						Concrete Primer					
5	07	56	00	00	0008	SQ	65% Solids, Silicone Elastomeric Rolled-on Roofing, 3 Coats, 16 Mil Per Coat				\$4,773.22
						Installation	Quantity		Unit Price	Factor	Total
							11.00	x	262.86	x	1.6508 = 4,773.22
						Base coat and top coat					
6	07	91	23	00	0009	LF	1-1/4" Polyethylene Or Polyurethane Backer Rod				\$2,213.72
						Installation	Quantity		Unit Price	Factor	Total
							900.00	x	1.49	x	1.6508 = 2,213.72
						New backer					
7	07	92	13	00	0008	CLF	3/8" x 3/4" Joint, Silicone Sealant And Caulking				\$6,496.23
						Installation	Quantity		Unit Price	Factor	Total
							10.00	x	393.52	x	1.6508 = 6,496.23
						Urethane Caulking to joints					
Subtotal for No Category Input										\$22,027.07	
Proposal Total										\$22,027.07	

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Work Order Signature Document**Sourcewell EZIQC Contract No.: MN03IR-042517-JMR**☒**New Work Order****Modify an Existing Work Order**

Work Order Number: 089247.00

Work Order Date: 03/05/2021

Owner PO No:

Work Order Title: Itasca County Balsam Salt Building Roof Repairs

Owner Name: Itasca County

Contractor Name: The Jamar Company

Contact: Kory Johnson

Contact: Caleb Blomdahl

Phone: 218-327-2843

Phone: 218-628-6120

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN03IR-042517-JMR.

Brief Work Order Description:

Repairs to Salt Shed Roof

Time of Performance*See Schedule Section of the Detailed Scope of Work***Duration****Liquidated Damages**

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$22,027.07**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Caleb Blomdahl
Jamar
No Data Input
No Data Input,
218-628-6120

From: Kory Johnson
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744
218-327-2843

Date Printed: March 05, 2021

Work Order Number: 089247.00

Owner PO No:

Work Order Title: Itasca County Balsam Salt Building Roof Repairs

Brief Scope: Repairs to Salt Shed Roof

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached scope of work

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 05, 2021

Re: IQC Master Contract #: MN03IR-042517-JMR
Work Order #: 089247.00
Owner PO #:
Title: Itasca County Balsam Salt Building Roof Repairs
Contractor: The Jamar Company
Proposal Value: \$22,027.07

No Category Input	\$22,027.07
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Proposal Total	\$22,027.07
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Re:	IQC Master Contract #:	MN03IR-042517-JMR
	Work Order #:	089247.00
	Owner PO #:	
	Title:	Itasca County Balsam Salt Building Roof Repairs
	Contractor:	The Jamar Company
	Proposal Value:	\$22,027.07

										Line Total
Sect.	Item	Modifier	UOM	Description						
Labor	Equip.	Material	(Excluded if marked with an X)							
No Category Input										
1	01 22 23 00 0009		WK	60' Engine Powered, Telescoping Boom Manlift						\$2,110.83
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	1,278.67	x	1.6508		2,110.83
			High Reach if needed							
2	07 05 13 00 0005		EA	Labor Crew Up-Charge For >3 To 4 SQ						\$261.87
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	158.63	x	1.6508		261.87
3	07 05 13 00 0014		SF	Roof Repair, Membrane Roofing, >50 To 100 SF						\$5,422.88
			Installation	Quantity		Unit Price		Factor	=	Total
		X		900.00	x	3.65	x	1.6508		5,422.88
			Powerwash, prep, remove caulk, backer rod and clean joints							
4	07 14 16 00 0014		SQ	Concrete/Metal Primer (Garland Dura-Walk®)						\$748.32
			Installation	Quantity		Unit Price		Factor	=	Total
				11.00	x	41.21	x	1.6508		748.32
			Concrete Primer							
5	07 56 00 00 0008		SQ	65% Solids, Silicone Elastomeric Rolled-on Roofing, 3 Coats, 16 Mil Per Coat						\$4,773.22
			Installation	Quantity		Unit Price		Factor	=	Total
				11.00	x	262.86	x	1.6508		4,773.22
			Base coat and top coat							
6	07 91 23 00 0009		LF	1-1/4" Polyethylene Or Polyurethane Backer Rod						\$2,213.72
			Installation	Quantity		Unit Price		Factor	=	Total
				900.00	x	1.49	x	1.6508		2,213.72
			New backer							
7	07 92 13 00 0008		CLF	3/8" x 3/4" Joint, Silicone Sealant And Caulking						\$6,496.23
			Installation	Quantity		Unit Price		Factor	=	Total
				10.00	x	393.52	x	1.6508		6,496.23
			Urethane Caulking to joints							
Subtotal for No Category Input										\$22,027.07

Proposal Total	\$22,027.07
-----------------------	--------------------

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Work Order Signature Document**Sourcewell EZIQC Contract No.: MN03IR-042517-JMR**☒**New Work Order****Modify an Existing Work Order**

Work Order Number: 089337.00

Work Order Date: 03/05/2021

Owner PO No:

Work Order Title: Itasca County Togo Salt Shed Roof Repair

Owner Name: Itasca County

Contractor Name: The Jamar Company

Contact: Kory Johnson

Contact: Caleb Blomdahl

Phone: 218-327-2843

Phone: 218-628-6120

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN03IR-042517-JMR.

Brief Work Order Description:

Roof Repair

Time of Performance*See Schedule Section of the Detailed Scope of Work***Duration****Liquidated Damages**

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$15,941.46**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Caleb Blomdahl
Jamar
No Data Input
No Data Input,
218-628-6120

From: Kory Johnson
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744
218-327-2843

Date Printed: March 05, 2021

Work Order Number: 089337.00

Owner PO No:

Work Order Title: Itasca County Togo Salt Shed Roof Repair

Brief Scope: Roof Repair

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached scope of work

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 05, 2021

Re: IQC Master Contract #: MN03IR-042517-JMR
Work Order #: 089337.00
Owner PO #:
Title: Itasca County Togo Salt Shed Roof Repair
Contractor: The Jamar Company
Proposal Value: \$15,941.46

No Category Input	\$15,941.46
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Proposal Total	\$15,941.46
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Contractor's Price Proposal - Detail

Date: March 05, 2021

Re: IQC Master Contract #: MN03IR-042517-JMR
 Work Order #: 089337.00
 Owner PO #:
 Title: Itasca County Togo Salt Shed Roof Repair
 Contractor: The Jamar Company
 Proposal Value: \$15,941.46

Sect.		Item		Modifier		UOM		Description		Line Total		
Labor	Equip.	Material		(Excluded if marked with an X)								
No Category Input												
1	01	22	23	00	0926	WK	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator					\$1,818.65
X						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	1,101.68	x	1.6508	= 1,818.65
2	01	74	19	00	0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$742.83
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	449.98	x	1.6508	= 742.83
3	06	11	16	00	0136	LF	2" x 8" Wood Blocking To Wood					\$858.42
						Installation	Quantity		Unit Price		Factor	Total
							130.00	x	4.00	x	1.6508	= 858.42
4	06	16	33	00	0006	SF	3/4" Thick CDX Plywood Roof Decking Applied to wood rafters.					\$2,501.82
						Installation	Quantity		Unit Price		Factor	Total
							1,024.00	x	1.48	x	1.6508	= 2,501.82
5	07	05	13	00	0005	EA	Labor Crew Up-Charge For >3 To 4 SQ					\$261.87
						Installation	Quantity		Unit Price		Factor	Total
							1.00	x	158.63	x	1.6508	= 261.87
6	07	13	53	00	0005	CSF	60 Mil Ethylene Propylene Diene Monomer (EPDM) Membrane					\$6,066.00
						Installation	Quantity		Unit Price		Factor	Total
							13.00	x	282.66	x	1.6508	= 6,066.00
7	07	51	13	00	0068	SQ	Demolish Cap Sheet Surfaced, Built Up Roofing System Includes protective surfacing.					\$2,487.94
						Installation	Quantity		Unit Price		Factor	Total
							11.00	x	137.01	x	1.6508	= 2,487.94
8	07	53	23	00	0022	SF	Ethylene Propylene Diene Monomer (EPDM) Membrane Base Flashing					\$686.73
						Installation	Quantity		Unit Price		Factor	Total
							130.00	x	3.20	x	1.6508	= 686.73
9	07	59	00	00	0002	LF	Roofing Membrane Termination Bar Includes fasteners and caulking.					\$517.20
						Installation	Quantity		Unit Price		Factor	Total
							130.00	x	2.41	x	1.6508	= 517.20

Subtotal for No Category Input \$15,941.46

Proposal Total \$15,941.46

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1481

DEPARTMENT: Surveying & Mapping
PRESENTER: Guy Carlson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Request for Hiring Authorization

BOARD ACTION REQUESTED:
Request authorization to hire one (1) vacant Survey Technician position in the Department of Surveying and Mapping.

BACKGROUND:
This position has been vacant since July 31, 2020. At that time, the need to fill that position wasn't clear. I expressed that much to the County Board during budget sessions when I mentioned I would like to have a full winter season to determine if filling the position would make sense. I had agreed to not fill this position until the end of March of this year. I have determined that I do need to fill this position.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Hiring Request form

04/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/13/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1463

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Nick Adams

AGENDA ITEM:

Rapids Rising Update

BOARD ACTION REQUESTED:

Receive an update regarding the Rapids Rising Student Group and the Grand Rapids in Prevention (GRIP) Coalition, which implements alcohol, tobacco, and marijuana prevention strategies in the Grand Rapids community with a focus population of 6-12 graders in Grand Rapids schools.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 6, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1499

DEPARTMENT: Administrative Services

PRESENTER: Terry Snyder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Coronavirus Relief Fund

BOARD ACTION REQUESTED:

Discussion

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN