



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 14, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Snyder 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	Absent	
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (2021 Legislative Session Report) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 7, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve and authorize necessary signatures on the Determination of Need Application to allow Itasca Life Options (ILO) to move locations for day services.

2. Approve the final payment for Contract 202107, a Crushing, Hauling and Placement of Aggregate Surfacing project on various unorganized township and county roads, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
3. Approve Highway Easement from Blandin Paper Company over and across Northeast Quarter of the Southeast Quarter, Section 13, Township 57, Range 24 to access Tax-Forfeit Lands described as the Southeast Quarter of the Northeast Quarter and Government Lot 1, Section 13, Township 57, Range 24 and authorize necessary signatures.
4. Authorize the Transportation Department to indicate to MnDOT that Itasca County intends to use our portion of CRRSAA funds for the purchase of equipment.
5. Adopt the Resolution RE: Approving Laws of Minnesota Chapter 6, Article 2, Section 121 as required under Minnesota Statute Chapter 645.021 and authorize signatures on Certificate of Approval.
6. Authorize signatures needed to execute Master Customer Agreement, Equipment Purchase and Software License Addendum along with the Subscription Software Addendum between Itasca County Sheriff and Motorola Solutions Inc.
7. Approval and authorization for County Attorney to sign Thomson Reuters contract for Westlaw on-line legal research services for the Itasca County Attorney's Office.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Welcome new employee, Dakota Flohaug, Public Health Nurse, Health & Human Services department effective August 30, 2021.

Welcome new employee, Robin Jackson, Assessor/Appraiser I, Assessor department effective August 30, 2021.

Welcome new employee, Chelsea Rabey, Corrections Agent - Career, Probation department effective August 30, 2021.

Congratulations to Walker Maasch who was promoted from Administrative Support, Environmental Services Department to Assessment Technician, Assessor Department effective September 5, 2021.

Farewell to Dida Foster whose last day as a Victim Assistance Program Coordinator, Attorney Department, was September 7, 2021 after 21+ years.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 17, 2021, in the amount of \$1,959,769.45.

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

4. 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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5. Recorder Update

County Recorder Nicolle Zuehlke provided a Recorder's Office Update, including information regarding iDoc Market.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Land Replacement Acquisition in Section 26 and 35, Township 150, Range 29

Motion To: Approve purchase agreement for acquisition of approximately 554 acres of forest land legally described as the Southeast Quarter (SE1/4), the Southwest Quarter (SW1/4), the East Half of the Northwest Quarter (E1/2 NW), Section Twenty-six (26) and the Northeast Quarter (NE ¼), Section Thirty-five (35), all in Township One Hundred Fifty (150), Range Twenty-nine (29), at a cost of \$415,642.50 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

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

7. Tax-Forfeited Land Sale to Adjoining Landowners

Motion To: Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

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

8. 2021 Amended Itasca County Tax-Forfeited and Direct County Land Sale

Motion To: Adopt the amended Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

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

9. COVID-19 Impact on Senior Population

Barb Mantanich, Secretary for the Committee on Aging, and Renee Bymark, ElderCircle Executive Director, provided information regarding the impact of COVID-19 on the senior population.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Body Worn Camera Policy

Motion To: Adopt the Body Worn Camera Policy.

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

11. 2021 Legislative Session Report

Itasca County Lobbyist Loren Solberg provided a 2021 Legislative Session Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

RECESS

Vice-Chair Snyder recessed the meeting at 3:31 PM.

RECONVENE

Vice-Chair Snyder reconvened the meeting at 3:45 PM, with all members present except Ives absent.

VIII. CLOSED SESSIONS

1. Closed Litigation Session - Opioids

Motion To: Go into Closed Session pursuant to Minnesota Statutes 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minnesota Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to opioid litigation.

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

Others Present: County Attorney Matti Adam, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

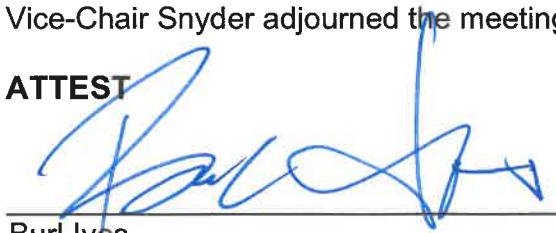
Motion To: Go into Open Session.

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

It was the consensus of the County Board to direct the County Attorney to take action to accept the Mallinckrodt bankruptcy plan as presented to the Bankruptcy Court.

IX. ADJOURN

Vice-Chair Snyder adjourned the meeting at 3:53 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, September 14, 2021

RESOLUTION 2021-53

**RE: APPROVAL OF 2021 LAWS, CHAPTER 6, ARTICLE 2, SECTION 121 AS REQUIRED
UNDER MINNESOTA STATUTE CHAPTER 645.021**

WHEREAS, the County Board previously passed Resolution 2021-9 and 2021-10 requesting that the State of Minnesota approve special legislation to allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 and that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, and

WHEREAS, the Minnesota State Legislature has enacted a law in the 2021 Regular Session of the 92nd Legislature, as Chapter 6, Article 2, Section 121, and

WHEREAS, Minnesota Statute Chapter 645.021, Subd. 2 states, "A special law shall not be effective without approval of the local government unit or units affected...approval shall be by resolution adopted by a majority vote of all members of the governing body of the unit unless another method of approval is specified by the particular special law."

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves the 2021 Law, Chapter 6, Article 2, Section 121 of 2021 Regular Session of the 92nd Legislature and Itasca County shall promptly file with the Minnesota Secretary of State the Certificate of Approval required by Minnesota Statute 645.0121, Subd. 3.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION 2021-54

**RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE
TO ADJOINING LANDOWNERS**

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on MONDAY, OCTOBER 18, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION 2021-55

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and direct county lands and list of said lands has been filed with the County Auditor, classification of said land have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land And Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on October 22, 2021 in the Itasca County Board Room, Itasca County Courthouse, Grand Rapids, MN.

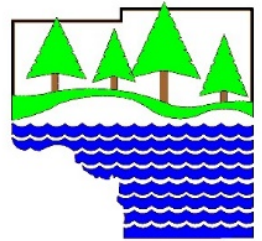
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator



September 14, 2021

Chair:

PULL: None

ADDITIONS:

1. 2021 Legislative Session Report – Item #6.11

CHANGES: None

INFORMATIONAL:

1. Item #5.6 – Additional Information
2. Item #6.4 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 7, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Snyder 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	Absent	
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.10 (One Day Liquor License) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 24, 2021 County Board Regular Session and the Tuesday, August 24, 2021 County Board Special Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve and authorize necessary signatures on the Determination of Need Application to allow Itasca Life Options (ILO) to move locations for day services.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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2. Approve the final payment for Contract 202107, a Crushing, Hauling and Placement of Aggregate Surfacing project on various unorganized township and county roads, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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3. Approve Highway Easement from Blandin Paper Company over and across Northeast Quarter of the Southeast Quarter, Section 13, Township 57, Range 24 to access Tax-Forfeit Lands described as the Southeast Quarter of the Northeast Quarter and Government Lot 1, Section 13, Township 57, Range 24 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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4. Adopt the Resolution RE: Approving Laws of Minnesota Chapter 6, Article 2, Section 121 as required under Minnesota Statute Chapter 645.021 and authorize signatures on Certificate of Approval.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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5. Approval and authorization for County Attorney to sign Thomson Reuters contract for Westlaw on-line legal research services for the Itasca County Attorney's Office.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Fight Blight Project

Environmental Services Coordinator Greg Stoltz, Administrative Support Katie Benes, and Family Services Division Manager Becky Lauer provided information regarding the Fight Blight Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. SP 031-090-011 – Deer River Safe Routes to School – Maintenance Agreement Resolution
Motion To: Adopt the Resolution Re: Grantee Resolution to Maintain Facility, Agreement to Maintain Facility, for SAP 031-090-011 Deer River Safe Routes to School Trail.

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

4. Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Funds
 County Engineer Karin Grandia and Maintenance Engineer Kory Johnson provided information regarding the request to authorize the Transportation Department to indicate to MnDOT that Itasca County intends to use CRRSAA funds for the purchase of equipment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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5. Watchguard Customer Agreement

County Sheriff Vic Williams provided information regarding the request to authorize signatures needed to execute Master Customer Agreement, Equipment Purchase, and Software License Addendum, along with the Subscription Software Addendum, between Itasca County Sheriff and Motorola Solutions, Inc.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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6. Body Worn Camera Policy

County Sheriff Vic Williams provided information regarding the request to adopt the Body Worn Camera Policy.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 09/14/2021 2:30 PM
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7. Enbridge Progress Report/Update.

Enbridge Representative John Eisele provided an Enbridge Progress Report/Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. County Health Insurance Carrier Options

County Administrator Brett Skyles provided information regarding County Health Insurance Carrier Options.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Schedule Budget Work Sessions

Motion To: Schedule budget work sessions beginning at 9:00 AM on September 20, September 21, September 22, and October 18, 2021 in the Boardroom of the Itasca County Courthouse to discuss the 2022 budget and preliminary levy.

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

10. One Day Liquor License

Motion To: Approve a One Day Liquor License, as requested by Grand Rapids Fraternal Order of Eagles, for a Delta Waterfowl banquet on Thursday, September 9, 2021 at Barn in the Woods located at 27037 Baich Road, Bovey, MN.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of a recent Grand Village Board meeting and County Board Special Session Re: American Rescue Plan (ARP) Funds, as well as the Association of Minnesota Counties (AMC) Strategic Planning Retreat and a Federal EDA Funding Session.

Commissioner Tinquist reported on his attendance of recent Labor Negotiations.

Commissioner Trunt reported on his attendance of a recent Association of Minnesota Counties (AMC) Round Table, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney, and a tour of the Municipal Solid Waste and Recycling Facility in Fosston, MN.

Commissioner Snyder reported on his attendance of a recent Intergovernmental Affairs meeting, as well as the Wabana Township Zoning meeting and a Federal EDA Funding Session.

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

Commissioner DeNucci provided comment regarding Association of Minnesota Counties (AMC) Lobbyist updates.

Commissioner Snyder and County Administrator Brett Skyles provided comment regarding the Enterprise fleet vehicle update.

Commissioner Snyder provided comment regarding 2022 Legislative Platforms and interest in receiving a 2021 Legislative Update.

RECESS

Vice-Chair Snyder recessed the meeting at 3:41 PM.

RECONVENE

Vice-Chair Snyder reconvened the meeting at 3:46 PM, with all members present except Ives absent.

X. CLOSED SESSIONS**1. Closed Session – Land Replacement Trust Fund Acquisition**

Motion To: Go into Closed Session pursuant to MN Statute 13D.05, Subd. 1(d) and Subd. 3(c)(3) as it relates to developing or considering offers or counteroffers for the purchase of sale or real property of Parcel Identification Numbers (PINs) 31-026-2100, 31-026-2400, 31-026-3100, 31-026-3200, 31-026-3300, 31-026-3400, 31-026-4100, 31-026-4200, 31-026-4300, 31-026-4400, 31-035-1100, 31-035-1200, 31-035-1300, and 31-035-1400.

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

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, Assistant Land Commissioner Mike Gibbons, Real Estate Specialist Cindy Shevich, County Administrator Brett Skyles, Administrative Services Assistant Shelley Kebart, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Ives adjourned the meeting at 4:10 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, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1762

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Determination of Need Application for Itasca Life Options (ILO)

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures on the Determination of Need Application to allow Itasca Life Options (ILO) to move locations for day services.

BACKGROUND:

The MN Department of Human Services requires lead agencies to sign a determination of need for proprietary changes, reductions or closures. Itasca Life Options provides day services for persons with disabilities. They are in need of additional space and would like to move locations within the same building but 3 doors down in a larger space - located in the Central Square Mall. ILO will need the lead agency of Itasca County to sign the determination of need for this change to occur.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Needs Determination ILO DHS form
2. ILO needs Determination Letter for ICHHS 8-2021

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1763

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Contract 202107 - Crushing, Hauling and Placement of Aggregate Surfacing

BOARD ACTION REQUESTED:

Approve the final payment for Contract 202107, a Crushing, Hauling and Placement of Aggregate Surfacing project on various unorganized township and county roads, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

Wm J Schwartz & Son Inc. has completed the Crushing, Hauling and Placement of Aggregate Surfacing project on various unorganized township county roads, and it is recommended that final payment be processed.

Bid Amount: \$739,635.00

Final Amount: \$828,567.06

The project came in 12% over the bid amount, however the bid amount was significantly under the engineer's estimate. As a result, the decision was made to add an additional road in the Bigfork area to take advantage of the good pricing.

COUNTY ATTORNEY REVIEW: n/a

SUPPORTING DOCUMENTATION:

1. 202107 Closeout Packet for Board Approval
2. Certificate for Final Payment - Contract 202107 FULLY EXECUTED

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist

SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: CP 2021-07, 2021-08, 2021-09
Crushing, Hauling, and Placement of Aggregate Surfacing

Name of Contractor: Wm. J. Schwartz & Son, Inc.

Contract No.: 202107

Total Value of Work: \$828,567.06

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

8-26-2021
Date

Karin Grandia
County Transportation Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 202107
Pay Request Number: 7

Project Number	Project Description
CP 2021-07	Crushing, Hauling, and Placement of Aggregate Surfacing - Deer River Area
CP 2021-08	Crushing, Hauling, and Placement of Aggregate Surfacing - Bigfork Area
CP 2021-09	Crushing, Hauling, and Placement of Aggregate Surfacing - Balsam Area

Contractor: William J. Schwartz & Sons, Inc. 34882 Scenic Hwy Bovey, MN 55709	Vendor Number: 000159603 Up To Date: 08/19/2021
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Contract Amount		Funds Encumbered	
Original Contract	\$739,635.00	Original	\$739,635.00
Contract Changes	\$85,434.23	Additional	N/A
Revised Contract	\$825,069.23	Total	\$739,635.00

Work Certified To Date	
Base Bid Items	\$805,556.83
Contract Changes	\$23,010.23
Material On Hand	\$0.00
Total	\$828,567.06

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$166,475.03	\$828,567.06	\$0.00	\$628,987.42	\$199,579.64	\$828,567.06
Percent Retained: 0%			Percent Complete: 100.42%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By William J. Schwartz & Sons, Inc.

County/City/Project Engineer

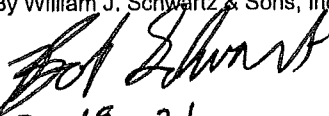
Contractor

Date

Date

Kory
Johnson

Digitally signed by
Kory Johnson
Date: 2021.08.25
15:44:39 -05'00'


8-19-21

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-06-16	\$155,942.50	\$7,797.13	\$148,145.37
2	2021-06-30	\$105,896.84	\$5,294.84	\$100,602.00
3	2021-07-08	\$54,179.87	\$2,708.99	\$51,470.88
4	2021-07-15	\$100,137.21	\$5,006.86	\$95,130.35
5	2021-07-21	\$154,601.20	\$7,730.06	\$146,871.14
6	2021-08-05	\$91,334.40	\$4,566.72	\$86,767.68
7	2021-08-19	\$166,475.04	(\$33,104.60)	\$199,579.64

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
A		\$569,837.75	\$0.00	\$386,985.92	\$182,851.83	\$569,837.75
CP		\$32,770.03	\$0.00	\$30,651.33	\$2,118.70	\$32,770.03
F		\$225,959.28	\$0.00	\$211,350.17	\$14,609.11	\$225,959.28

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
A	Unorganized Township A	\$182,851.83	\$0.00	(\$62,424.00)	\$569,837.75
CP	County Highway Preservation	\$2,118.70			\$32,770.03
F	Unorganized Township F	\$14,609.11			\$225,959.28

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$11.11	22900	0	\$0.00	22928.75	\$254,738.41
Base Bid	4	2130.5230	WATER	GAL	\$0.10	3000	0	\$0.00	0	\$0.00
Base Bid	1	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$11.56	25000	12410.45	\$143,464.80	24998.19	\$288,979.08
Base Bid	2	2130.5230	WATER	GAL	\$0.10	3000	0	\$0.00	0	\$0.00
Base Bid	1	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$9.80	26300	0	\$0.00	26718.3	\$261,839.34
Base Bid	2	2130.5230	WATER	GAL	\$0.10	3000	0	\$0.00	0	\$0.00
Base Bid Totals:								\$143,464.80		\$805,556.83

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
CP 2021-07		\$0.00	\$254,738.41
CP 2021-08		\$143,464.80	\$288,979.08
CP 2021-09		\$0.00	\$261,839.34

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 2021-07	BK	1	5	2118.509	AGGREGATE SURFACING CRUSHING INCENTIVE	LS	\$3,485.42	1	1	\$3,485.42	1	\$3,485.42
CP 2021-07	BK	2	6	2118.509	AGGREGATE SURFACING CRUSHING INCENTIVE	LS	\$505.48	1	1	\$505.48	1	\$505.48
CP 2021-08	BK	3	3	2118.509	AGGREGATE SURFACING CRUSHING INCENTIVE	LS	\$8,664.77	1	1	\$8,664.77	1	\$8,664.77
CP 2021-09	BK	4	3	2118.509	AGGREGATE SURFACING CRUSHING INCENTIVE	LS	\$10,354.56	1	1	\$10,354.56	1	\$10,354.56
Contract Change Totals:										\$23,010.23		\$23,010.23

Contract Total	\$828,567.06
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	2021-08 - Bigfork Area Add 5400 tons Class 1 to 2.75 Miles of County Road 623 South and West of MN HWY 1.	\$0.00	\$0.00
1	Crushing Incentive - 2021-07 F	\$3,485.42	\$3,485.42
2	Crushing Incentive - 2021-07 CP	\$505.48	\$505.48
3	Crushing Incentive - 2021-08 A	\$8,664.77	\$8,664.77
4	Crushing Incentive - 2021-09 A	\$10,354.56	\$10,354.56

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: 2021-07, 2021-08, 2021-09

County of Itasca

Contract No.: 202107

The County Board of Itasca County hereby recognizes that the work done by Wm. J Schwartz & Son, Inc. of Bovey, MN, under contract with Itasca County, made and entered into on May 3, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2021

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: 2021-07, 2021-08, 2021-09

County of Itasca

Contract No.: 202107

The County Board of Itasca County hereby recognizes that the work done by Wm. J Schwartz & Son, Inc. of Bovey, MN, under contract with Itasca County, made and entered into on May 3, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: Sept. 14, 2021

Signed:


Chairman, Itasca County Board


Clerk to the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1751

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Road Easement from Blandin Paper Company to Access Tax-Forfeited Land

BOARD ACTION REQUESTED:

Approve Highway Easement from Blandin Paper Company over and across Northeast Quarter of the Southeast Quarter, Section 13, Township 57, Range 24 to access Tax-Forfeit Lands described as the Southeast Quarter of the Northeast Quarter and Government Lot 1, Section 13, Township 57, Range 24 and authorize necessary signatures.

BACKGROUND:

Blandin Paper Company has agreed to grant a permanent Easement for public road purposes over and across the Northeast Quarter of the Southeast Quarter, Section 13, Township 57, Range 24 from County Road 57 to Tax-Forfeit Lands described as the Southeast Quarter of the Northeast Quarter and Government Lot 1, Section 13, Township 57, Range 24. Said Easement shall establish a public county road in accordance with Minnesota Statute and Itasca County road regulations.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Blandin Road Easement to Itasca County 2021-07-13

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION

EASEMENT

Date: _____, 2021

FOR VALUABLE CONSIDERATION, Blandin Paper Company, a Minnesota corporation ("Blandin"), hereby conveys and quitclaims to **Itasca County, Minnesota** ("Grantee"), a permanent Easement for public road purposes, described in Exhibit "A" attached ("Road Description") over and across property in Itasca County, Minnesota, owned by Blandin and described in Exhibit "B" attached ("Blandin's Property").

1. The Easement, being thirty-three feet (33') in width with the centerline fully described in Exhibit "A", shall be for the purpose of establishing a public County Road in accordance with Minnesota Statutes and Itasca County road regulations. Upon abandonment or vacation of the Easement, the underlying real property as described in the Road Description shall revert in its entirety to Blandin and the public shall retain no rights to use or cross the Easement or the Road Description.

2. Grantee shall have the right to maintain the road upon and within the confines of the Easement as provided by law and regulation for County Roads in the County of Itasca and State of Minnesota, and shall not violate the Conservation Easement referenced in Section 6(b) below. No costs of maintenance of the road and other improvements within and upon the Easement shall be the responsibility of Grantor. Grantee shall hold Blandin, its agents, successors and assigns, harmless as against any cost or damages relating to public use of the Easement except to the extent caused by the fault of Blandin as determined by a court with jurisdiction over a specific claim.

3. Blandin shall not be precluded from use of the Easement, including the road and other improvements thereon, for access to logging areas upon Blandin's Property and removal of cut timber and related materials therefrom. Reasonable accesses to and from the Easement to Blandin's Property shall not be precluded by Grantee.

5. Nothing in this instrument shall prevent Blandin from enjoying the full and unfettered use (except as specifically limited by this Easement) of Blandin's Property, including without limitation the right to practice forestry, harvest timber or otherwise exercise full rights of ownership.

6. Grantee is and shall be jointly and severally with Grantee's agents, heirs, successors and assigns, bound by the following covenants and conditions:

- a. This Easement shall not be utilized in such a manner as to interrupt or interfere with the operations of Blandin in conducting, upon Blandin's Property, forestry operations and other commercial and industrial uses not in violation of applicable local, State and Federal laws and regulations.

- b. ANY IMPROVEMENT, CLOSURE OR MAINTENANCE WITHIN OR UPON THE EASEMENT BY GRANTEE SHALL BE PERFORMED ONLY IN COMPLIANCE WITH THE TERMS OF THAT CERTAIN CONSERVATION EASEMENT IN FAVOR OF THE STATE OF MINNESOTA FILED AS DOCUMENT NUMBER A000645756 IN THE OFFICE OF THE ITASCA COUNTY RECORDER. NO SUCH ACTIVITY SHALL BE COMMENCED WITHOUT PRIOR WRITTEN APPROVAL OF BLANDIN. BLANDIN SHALL BE NOTIFIED IN WRITING OF THE NAME, ADDRESS AND TELEPHONE NUMBER OF ANY CONTRACTOR PERFORMING WORK UPON THE EASEMENT AND SHALL BE GIVEN AN OPPORTUNITY TO INSPECT THE EASMENT PRIOR TO, DURING AND AFTER THE WORK IS PERFORMED.

7. All benefits and burdens of the Easement, covenants and conditions herein, shall extend to Blandin's successors and assigns, which shall have succeeded to all of Blandin's rights and remedies.

8. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

[signature pages follow]

GRANTEE:
COUNTY OF ITASCA, MINNESOTA

_____, its Chairperson

_____, its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on_____, 2021, by _____ and _____ respectively the Chairperson and Clerk of the County of Itasca, Minnesota, on behalf of the County.

Notarial Stamp or Seal

SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

BLANDIN PAPER COMPANY

Scott Juidici, General Manager

Quintin Legler, Manager, Forest Resources

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2021, by Scott Juidici and Quintin Legler respectively the General Manager and Manager, Forest Resources of Blandin Paper Company, a corporation under the laws of Minnesota, on behalf of the Corporation.

Notarial Stamp or Seal

SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY:

LANO, O'TOOLE & BENGTON, LTD.
Attorneys at Law
515 NE Second Avenue
Grand Rapids, MN 55744
218-326-9603

DLO

Exhibit "A" (Easement Description)

As described in the survey below.

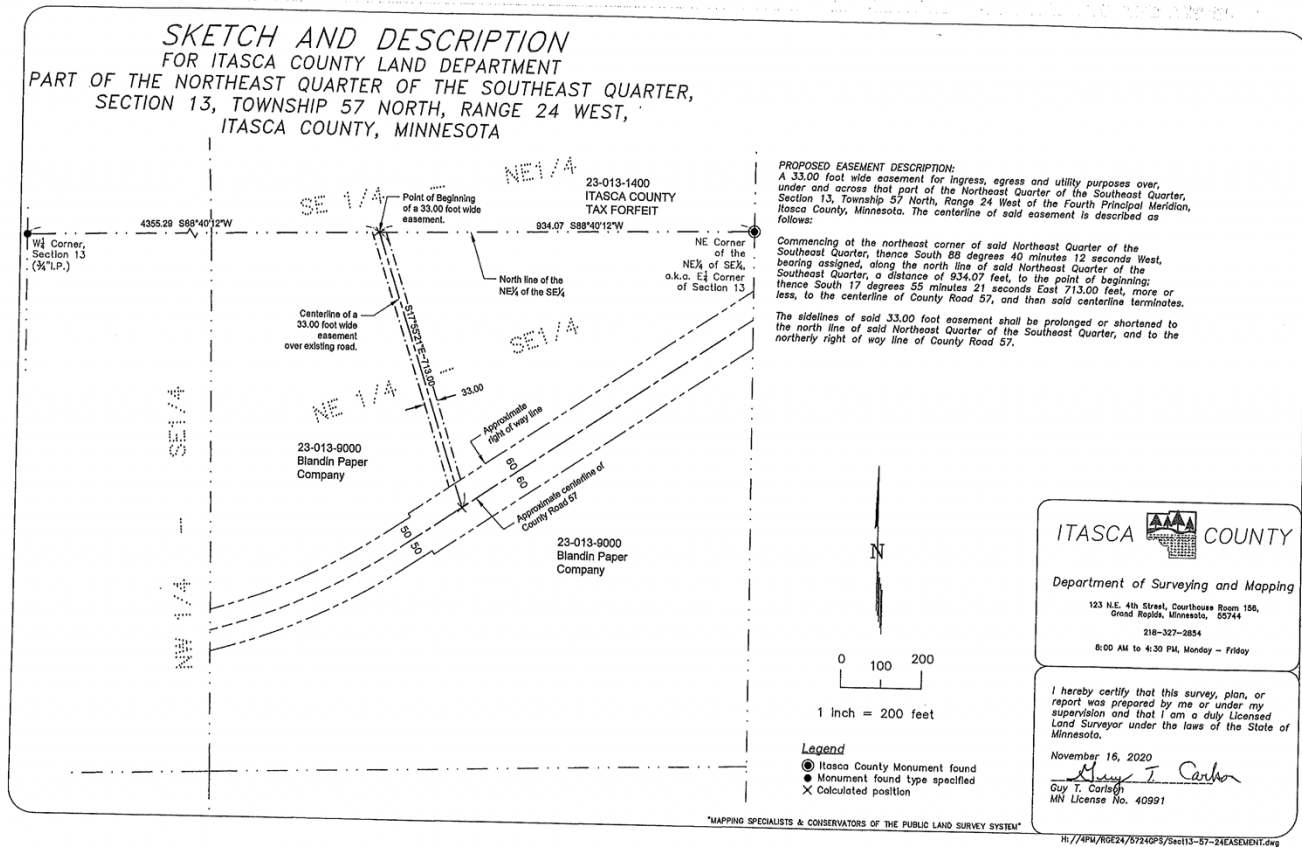


Exhibit “B”
(Blandin’s Property)

***The Northeast Quarter of the Southeast Quarter, Section 13, Township
57 North, Range 27 West of the Fourth Principal Meridian, Itasca
County Minnesota.***



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1771

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Karin Grandia, Kory Johnson

AGENDA ITEM:

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Funds

BOARD ACTION REQUESTED:

Authorize the Transportation Department to indicate to MnDOT that Itasca County intends to use our portion of CRRSAA funds for the purchase of equipment.

BACKGROUND:

The Transportation Department is the recipient of a portion of the Federal **Coronavirus Response and Relief Supplemental Appropriations Act** (CRRSAA) through MnDOT. \$20 Million has been provided to greater Minnesota Counties and State Aid Cities from the CRRSAA funds. The portion available to Itasca County is \$367,636.

Revenue loss from the County State Aid Highway (CSAH) and Municipal State Aid Streets (MSAS) funds was used as the approval for authorization of the CRRSAA funds transfer to the local agencies, which led to maximum flexibility for these funds. Therefore, CRRSAA funds can be spent on maintenance and operations on any route under our jurisdiction or construction of an existing local, state aid or federal aid construction project. Additionally, funds can be spent on equipment (excluding cars and trucks).

MnDOT has requested that each County respond by September 30, 2021 and indicate what they will be using their allocation on. Once they receive our response, the process to transfer the funds through an EFT (Electronic Funds Transfer) into account will begin.

It is the recommendation of the Transportation Department to invest these funds in equipment purchases, specifically a motor grader and roller packer. This will allow the department to replace a motor grader that has had an engine failure, reduce the age of the motor grader fleet, and add a roller packer needed for culvert installations and pavement patching. A proposed equipment list is attached which outlines estimates for each piece of equipment that would be purchased with these funds.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CRRSAA FUNDS - EQUIPMENT LIST

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives

CRRSAA Funds - Equipment List					
	Equipment Type	Quantity	Est. Unit Price	Amount	Notes
A	John Deere 672G Grader 6WD	1	\$241,692.00	\$241,692.00	Trade in Unit 1127
B	Bomag Sheepsfoot/Smooth Roller Packer	1	\$45,000.00	\$45,000.00	Removeable Sheeps Foot
C	Nose Plows	2	\$7,126.00	\$14,252.00	Replacing 30 year old plows that are no longer repairable.
D	CAT Excavator Fecon Head	1	\$44,100.00	\$44,100.00	Use on current CAT 316 Excavator for winter brushing operations.
E	18,000lb Deck Over Trailer	1	\$10,000.00	\$10,000.00	Replace Deer River Trailer Sold at Auction
F	Diamond Rear Swing Flail Mower	1	\$18,000.00	\$18,000.00	PTO Drive, Angle to Match Ditch Sloping
Total				\$373,044.00	Prices are estimated and final quotes are being obtained. Equipment purchases will be finalized by final quotes and funds available.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1758

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approval of Passed Special Legislation

BOARD ACTION REQUESTED:

Adopt the Resolution RE: Approving Laws of Minnesota Chapter 6, Article 2, Section 121 as required under Minnesota Statute Chapter 645.021 and authorize signatures on Certificate of Approval.

BACKGROUND:

The County Board previously passed Resolution 2021-9 and 2021-10 requesting that the State of Minnesota approve special legislation to allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 and that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation.

Special legislation presented to the 2021 Regular Session of the 92nd Legislature has passed into law as 2021 Minnesota Laws, Chapter 6, Article 2, Section 121 and requires approval by the local government.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Cert of Approval 2021

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION 2021-53

**RE: APPROVAL OF 2021 LAWS, CHAPTER 6, ARTICLE 2, SECTION 121 AS REQUIRED
UNDER MINNESOTA STATUTE CHAPTER 645.021**

WHEREAS, the County Board previously passed Resolution 2021-9 and 2021-10 requesting that the State of Minnesota approve special legislation to allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 and that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, and

WHEREAS, the Minnesota State Legislature has enacted a law in the 2021 Regular Session of the 92nd Legislature, as Chapter 6, Article 2, Section 121, and

WHEREAS, Minnesota Statute Chapter 645.021, Subd. 2 states, "A special law shall not be effective without approval of the local government unit or units affected...approval shall be by resolution adopted by a majority vote of all members of the governing body of the unit unless another method of approval is specified by the particular special law."

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves the 2021 Law, Chapter 6, Article 2, Section 121 of 2021 Regular Session of the 92nd Legislature and Itasca County shall promptly file with the Minnesota Secretary of State the Certificate of Approval required by Minnesota Statute 645.0121, Subd. 3.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator

**CERTIFICATE OF APPROVAL OF SPECIAL LAW
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

STATE OF MINNESOTA

County of Itasca

TO THE SECRETARY OF STATE OF MINNESOTA:

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the
County of Itasca Board of Commissioners

DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2021,

Chapter 6 Article 2 Sec 121 requiring approval by a majority* of the governing body of said local
governmental unit before it becomes effective, the Itasca County Board of Commissioners
(designate governing body)

at a meeting duly held on the _____ day of _____ 2021, by resolution _____

_____ did approve said Laws, 2021, Chapter 6, Article 2, Sec 121
(if other than resolution, specify)

by a _____ majority vote* of all of the members thereof (Ayes _____; Noes _____;

Absent or not voting _____) and the following additional steps, if any required by statute

or charter were taken:

none

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: _____

(Official designation of officer)

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

*If extraordinary majority is required by the special law, insert fraction or percentage here.

Please see reverse side for instructions for completing this form.

INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Election Division
Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St Paul, MN 55155-1299

- If you have any questions please contact Nancy Breems at 651/215-1440.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1765

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Watchguard Customer Agreement

BOARD ACTION REQUESTED:

Authorize signatures needed to execute Master Customer Agreement, Equipment Purchase and Software License Addendum along with the Subscription Software Addendum between Itasca County Sheriff and Motorola Solutions Inc.

BACKGROUND:

The Sheriff's Office will be upgrading existing Mobile Video Equipment in squads along with adding equipment in order to implement the use of Body Worn Cameras which will be provided and supported by Watchguard Video Solutions, a Motorola company.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. WG Master Customer Agreement 2021 updated
2. WG Video as a Service Addendum updated
3. WG Subscription Software Addendum updated
4. WG Dems Exhibit
5. WG Equipment Purchase and Software License Addendum
6. WG Master Customer Agreement 2021 updated 9-13-21

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola 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 Motorola. 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 Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola 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. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola 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 Motorola 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), Motorola 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. Motorola 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, Motorola 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 Motorola’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, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola 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 Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola 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, Motorola’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 Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola 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. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola 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 Motorola’s use without charge and may be removed from Customer’s premises by Motorola 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 Motorola 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 Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola 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. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola 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 Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola'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 Motorola's option) all Motorola Materials and Motorola's 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, Motorola 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 Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola 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 Motorola at any time, except that Motorola 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 Motorola for these or other expenses incurred by Motorola 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 Motorola is required to pay any Taxes, Customer will reimburse Motorola 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 Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola 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. Motorola 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-Motorola 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 Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola 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. Motorola 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-Motorola Content**. If Motorola 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 Motorola 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 Motorola 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 Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’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-Motorola 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 Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola 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-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola 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-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola

Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola 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. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola 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. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-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. Nothing in this Agreement expressly or implicitly waives any of the Customer's immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola 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, Motorola 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 Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola 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 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA 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. Motorola will defend, indemnify, and hold Customer its elected officials, officers, agents, volunteers and employees harmless from and against any and all damages, losses, liabilities, claims, causes of action, judgments, costs or 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 Motorola’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. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola 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, Motorola 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-Motorola 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 Motorola; (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 Motorola; (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 Motorola’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 Motorola 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 Motorola’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 Motorola 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-Motorola 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 Motorola 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 Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola 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, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'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 MOTOROLA 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 MOTOROLA 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 MOTOROLA 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, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA 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 MOTOROLA; (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. Motorola 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 Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola 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 a Motorola 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.

8.6. Nothing in this Agreement expressly or implicitly waives any of the Customer's immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law.

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 Motorola, 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 Motorola 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 Motorola'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 Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola 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. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola 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 Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola 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 Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola 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 Motorola 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. Motorola 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 Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola 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 Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola 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 Motorola 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 Motorola that Customer’s instructions, including appointment of Motorola 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 Motorola’s Products and Services), and Motorola’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 Motorola’s and its subcontractors’ use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola 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, Motorola 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, Motorola 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 Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola 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 Motorola'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 Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola 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 Motorola 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 Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola 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 Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola 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 Motorola, even if designated as confidential by Customer. Motorola 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 Motorola 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 Motorola 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 Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. 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 Motorola.

10.10 Compliance with Minnesota Data Practices Act. Customer is subject to the Minnesota Government Data Practices Act ("MGDPA"). Despite anything to the contrary, Motorola shall comply with all applicable laws (including MGDPA). All data collected created, received, maintained, or disseminated, or used for any purposes in the course of Motorola's performance under this Agreement is governed by the MGDPA, Minn.Stat. Ch. 13, or any other applicable state statute and federal regulations on data privacy. Motorola agrees to abide by those applicable statutes, rules and regulations as they may be amended.

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. Motorola'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 Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola'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 and construed in accordance with the laws of the State of Minnesota. 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 Minnesota, 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 Motorola’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 of Minnesota. 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. Insurance. CONTRACTOR 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 identified on Exhibit A, attached to this MCA and incorporated herein by reference..

13.2. 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. Motorola 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.

13.3. Audit; Monitoring.

13.3.1. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola 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 Motorola 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. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola 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.

13.3.2. Motorola agrees to keep Motorola books and records that are directly pertinent to Motorola’s performance under this Agreement (“**Motorola Records**”) for a period of six (6) years following termination of this Agreement. Motorola acknowledges that that Customer has the right to inspect Motorola Records in accordance with the terms of the Agreement. After Customer provides thirty (30) days’ written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at

Customer's request Motorola will provide copies of the specific documents to Customer's location for its review. Motorola Pertinent Records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola Solutions.

13.4. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.**

13.13. 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.

Motorola: Motorola Solutions, Inc.

Customer: Itasca County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A to MCA INSURANCE REQUIREMENTS

A. CONTRACTOR 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 include 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

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

c. Workers' Compensation and Employer's Liability: **Statutory Limits**

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

	<u>Limits</u>
d. Employer's Liability	
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 CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

CONTRACTOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an Accord 25 form Certificate of Insurance with COUNTY to the attention of: Itasca County Sheriff, 440 NE 1st Avenue, Grand Rapids MN 55744. The Certificate shall:

1. Include 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.

B. CONTRACTOR also agrees to provide and maintain insurance in accordance with the following:

a. Workers' Compensation:

Statutory Limits

Employer's Liability Insurance:

Limits

- | | |
|---|-----------|
| 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 Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

1. Commercial General Liability:

Limits

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

Coverages 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 CONTRACTOR'S Subcontractor(s) to purchase additional insurance that maybe necessary for the project.

- C. CONTRACTOR further agrees the minimum requirements set forth above shall at all times bein an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statuteor rule.
- D. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirementscontained herein and retains all rights its thereafter to pursue any legal remedies against Contractor.

Video as a Service Addendum

This Video as a Service Addendum (this “**VSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) 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 _____ (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. **Addendum.** This VSA governs Customer’s participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. **Intentionally Omitted.**

3. **Subscription Software.**

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System (“**ELC**”) during the VSA Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program (“**Unlimited Storage**”) is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available at https://www.motorolasolutions.com/en_us/products/command-center-software/motorola-solutions-customer-terms/flow-down-terms.html and the Microsoft terms and conditions available at https://www.motorolasolutions.com/en_us/products/command-center-software/motorola-solutions-customer-terms/flow-down-terms.html apply to Customer’s, and its Authorized Users’, use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard Car Detector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of ELC (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased

under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer's access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from Motorola at the prevailing rates. Motorola has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the "**VSA Term**") will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA 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 the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates

on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment; Section 4 – Term and Termination; Section 6 – Survival.**

The Parties hereby enter into this VSA as of _____ (the “VSA Date”). Motorola:

Motorola Solutions, Inc.

Customer: Itasca County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) 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 [] (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 Motorola, 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), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola 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 Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola 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, Motorola 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, Motorola 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 Motorola 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 Motorola 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 Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola 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, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, 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 Motorola; 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**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola 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, Motorola 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 Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola 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 Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola 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, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola 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. Motorola 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. Motorola 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 Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola 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, MOTOROLA 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. Motorola 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 Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable. Nothing in this Agreement expressly or implicitly waives any of the Customer's immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola 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. Motorola 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 Motorola 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.

7.1 Compliance with Minnesota Data Practices Act. Customer is subject to the Minnesota Government Data Practices Act ("MGDPA"). Despite anything to the contrary, Motorola shall comply with all applicable laws (including MGDPA). All data collected created, received, maintained, or disseminated, or used for any purposes in the course of Motorola's performance under this Agreement is governed by the MGDPA, Minn.Stat. Ch. 13, or any other applicable state statute and federal regulations on data privacy. Motorola agrees to abide by those applicable statutes, rules and regulations as they may be amended.

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 [] (the “SSA Date”).

Motorola: Motorola Solutions, Inc.

Customer: Itasca County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**DEMS EXHIBIT
EVIDENCELIBRARY.COM**

The following DEMS Exhibit (the “**Exhibit**”) is an Exhibit to the VSA and sets forth the terms relating to Customer’s use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for ELC, 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. Storage of content will be in compliance with all applicable laws.

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

3. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface (“**API**”) offered as part of ELC 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 six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, Motorola has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond Motorola’s control that may impact Motorola’s ability to achieve this goal, including but not limited to a force majeure event.

Additionally, Motorola 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 ELC will be performed periodically. Motorola will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify Customer of unscheduled or emergency maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional 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 Motorolas 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 conditions 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 Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) 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 _____ (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 Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola 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. Motorola 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 Motorola. 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 Motorola in accordance with Ex Works, Motorola’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 Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola 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 Motorola 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 Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola 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), Motorola 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 Motorola 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 Motorola; (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 Motorola; 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 Motorola 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 Motorola of the temporary transfer and identifies the device on which the Licensed 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 Motorola 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 Motorola 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 – Motorola 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, Motorola 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 Motorola 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 Motorola, governing such Services. Customer acknowledges that Motorola 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 Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola 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 Motorola 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 Motorola 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 Motorola 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 Motorola’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. Motorola 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. Motorola 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 Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-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, Motorola 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 Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola 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 Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed 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 Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola 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, MOTOROLA 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 MOTOROLA; (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. Motorola 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 Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

6.4. Nothing in this Agreement expressly or implicitly waives any of the Customer’s immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law

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 _____ (the “**EPSLA Date**”).`

Motorola: Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer: Itasca County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola 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 Motorola. 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 Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola 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. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola 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 Motorola 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), Motorola 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. Motorola 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, Motorola 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 Motorola’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, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola 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 Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola 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, Motorola’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 Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola 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. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola 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 Motorola’s use without charge and may be removed from Customer’s premises by Motorola 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 Motorola 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 Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola 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. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola 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 Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola'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 Motorola's option) all Motorola Materials and Motorola's 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, Motorola 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 Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola 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 Motorola at any time, except that Motorola 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 Motorola for these or other expenses incurred by Motorola 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 Motorola is required to pay any Taxes, Customer will reimburse Motorola 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 Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola 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. Motorola 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-Motorola 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 Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola 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. Motorola 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-Motorola Content**. If Motorola 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 Motorola 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 Motorola 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 Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’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-Motorola 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 Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola 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-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola 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-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola

Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola 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. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola 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. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-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. Nothing in this Agreement expressly or implicitly waives any of the Customer's immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola 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, Motorola 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 Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola 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 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA 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. Motorola will defend, indemnify, and hold Customer its elected officials, officers, agents, volunteers and employees harmless from and against any and all damages, losses, liabilities, claims, causes of action, judgments, costs or 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 Motorola’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. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola 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, Motorola 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-Motorola 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 Motorola; (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 Motorola; (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 Motorola’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 Motorola 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 Motorola’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 Motorola 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-Motorola 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 Motorola 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 Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola 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, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'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 MOTOROLA 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 MOTOROLA 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 MOTOROLA 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, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA 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 MOTOROLA; (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. Motorola 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 Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola 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 a Motorola 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.

8.6. Nothing in this Agreement expressly or implicitly waives any of the Customer's immunities, defenses, and limitations on liability amounts provided for under Chapter 466 of Minnesota Statutes or other applicable law.

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 Motorola, 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 Motorola 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 Motorola'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 Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola 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. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola 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 Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola 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 Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola 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 Motorola 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. Motorola 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 Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola 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 Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola 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 Motorola 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 Motorola that Customer’s instructions, including appointment of Motorola 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 Motorola’s Products and Services), and Motorola’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 Motorola’s and its subcontractors’ use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola 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, Motorola 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, Motorola 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 Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola 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 Motorola'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 Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola 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 Motorola 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 Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola 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 Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola 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 Motorola, even if designated as confidential by Customer. Motorola 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 Motorola 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 Motorola 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 Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. 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 Motorola.

10.10 Compliance with Minnesota Data Practices Act. Customer is subject to the Minnesota Government Data Practices Act ("MGDPA"). Despite anything to the contrary, Motorola shall comply with all applicable laws (including MGDPA). All data collected created, received, maintained, or disseminated, or used for any purposes in the course of Motorola's performance under this Agreement is governed by the MGDPA, Minn.Stat. Ch. 13, or any other applicable state statute and federal regulations on data privacy. Motorola agrees to abide by those applicable statutes, rules and regulations as they may be amended.

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. Motorola'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 Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola'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 and construed in accordance with the laws of the State of Minnesota. 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 Minnesota, 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 Motorola’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 of Minnesota. 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. Insurance. CONTRACTOR 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 identified on Exhibit A, attached to this MCA and incorporated herein by reference.

13.2. 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. Motorola 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.

13.3. Audit; Monitoring.

13.3.1. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola 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 Motorola 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. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola 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.

13.3.2. The books, records, documents, and accounting procedures and practices of Motorola or other party, that are relevant to this Agreement, are subject to examination by Customer and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years following the termination

of this Agreement, pursuant to Minnesota Statute Section 16C.05, subdivision 5. Motorola will not be required to create or maintain documents not kept in the ordinary course of Motorola's business operations. Customer will take all steps possible to protect trade secret information and information that is proprietary to Motorola to the extent permitted by the Minnesota Government Data Practices Act and other applicable laws. Notwithstanding the foregoing, Motorola will not be required to disclose any product cost data which is proprietary information to Motorola.

13.4. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.**

13.13. 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.

Motorola: Motorola Solutions, Inc.

Customer: Itasca County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A to MCA INSURANCE REQUIREMENTS

A. CONTRACTOR 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 include 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

Limits

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

\$1,500,000

c. Workers' Compensation and Employer's Liability: **Statutory Limits**

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

Limits

d. Employer's Liability

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 CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

CONTRACTOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an Accord 25 form Certificate of Insurance with COUNTY to the attention of: Itasca County Sheriff, 440 NE 1st Avenue, Grand Rapids MN 55744. The Certificate shall:

1. Include 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.

B. CONTRACTOR also agrees to provide and maintain insurance in accordance with the following:

a. Workers' Compensation:

Statutory Limits

Employer's Liability Insurance:

Limits

- | | |
|---|-----------|
| 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 Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

1. Commercial General Liability:

Limits

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

Coverages 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 CONTRACTOR'S Subcontractor(s) to purchase additional insurance that maybe necessary for the project.

- C. CONTRACTOR further agrees the minimum requirements set forth above shall at all times bein an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statuteor rule.
- D. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirementscontained herein and retains all rights its thereafter to pursue any legal remedies against Contractor.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1761

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Thomson Reuters Contract for Westlaw Services

BOARD ACTION REQUESTED:

Approval and authorization for County Attorney to sign Thomson Reuters contract for Westlaw on-line legal research services for the Itasca County Attorney's Office.

BACKGROUND:

Our current contract is scheduled to expire in September of 2022, but this contract will lock in our annual increases for another five years, and provide additional services. The additional services will allow us to let a separate contract for books lapse next year.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021-08-26 Itasca County Atty Edge upgrade - West Order Form

09/07/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives



Order Form

Order ID: Q-01388983Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.**Sold To Account Address**Account #: 1000551233
ITASCA COUNTY ATTORNEY
COURTHOUSE
123 NE 4TH ST
GRAND RAPIDS MN 55744-2659 US

"Customer"

Shipping AddressAccount #: 1000551233
ITASCA COUNTY ATTORNEY
COURTHOUSE
123 NE 4TH ST
GRAND RAPIDS MN 55744-2659 US**Billing Address**Account #: 1000551233
ITASCA COUNTY ATTORNEY
COURTHOUSE
123 NE 4TH ST
GRAND RAPIDS, MN 55744-2659 US

This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,984.00	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,722.98	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

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- Campus Research
- Contract Express
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- Westlaw
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- Westlaw Paralegal
- Westlaw Patron Access
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Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01388983

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 9/30/2021.



Attachment

Order ID: Q-01388983

Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000551233

Order Confirmation Contact (#28)

Contact Name: Evenson, Rachel
Email: rachel.evenson@co.itasca.mn.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Rachel Evenson
Email rachel.evenson@co.itasca.mn.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000551233	ITASCA COUNTY ATTORNEY	123 NE 4TH ST GRAND RAPIDS MN 55744-2659 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Attorneys	42821738	Westlaw Edge Primary Law, Minnesota, Enterprise access, Government
9	Attorneys	41933492	Practical Law, Enterprise access, Government
9	Attorneys	41984151	Gvt - Trial Court Orders For Government (Westlaw PRO™)
9	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
9	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
9	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PRO™)
9	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
9	Attorneys	42018822	Gvt - Case Notebook Suite (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Peggy	Wilson	peggy.wilson@co.itasca.mn.us	TECHNICAL CONTACT
Rachel	Evenson	rachel.evenson@co.itasca.mn.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42018821	Gvt - Case Notebook Suite (Westlaw PRO™)

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$1,984.00	2.00%	\$2023.68	2.00%	\$2064.15	2.00%	\$2105.43	2.00%	\$2147.54

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1403

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, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1784

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Welcome new employee, Dakota Flohaug, Public Health Nurse, Health & Human Services department effective August 30, 2021.
- Welcome new employee, Robin Jackson, Assessor/Appraiser I, Assessor department effective August 30, 2021.
- Welcome new employee, Chelsea Rabey, Corrections Agent - Career, Probation department effective August 30, 2021.
- Congratulations to Walker Maasch who was promoted from Administrative Support, Environmental Services Department to Assessment Technician, Assessor Department effective September 5, 2021.
- Farewell to Dida Foster whose last day as a Victim Assistance Program Coordinator, Attorney Department, was September 7, 2021 after 21+ years.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1268

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of September 17, 2021 in the amount \$1,959,769.45.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1787

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 9-14-2021

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1780

DEPARTMENT: Recorder

PRESENTER: Nicolle Zuehlke

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Recorder Update

BOARD ACTION REQUESTED:

Receive an update from the Recorder's Office.

BACKGROUND:

COUNTY ATTORNEY REVIEW: n/a

SUPPORTING DOCUMENTATION:

1. recorder update

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, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1769

DEPARTMENT: Land Department

TIME REQUESTED: 15 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Land Replacement Acquisition in Section 26 and 35, Township 150, Range 29

BOARD ACTION REQUESTED:

Approve purchase agreement for acquisition of approximately 554 acres of forest land legally described as the Southeast Quarter (SE1/4), the Southwest Quarter (SW1/4), the East Half of the Northwest Quarter (E1/2 NW), Section Twenty-six (26) and the Northeast Quarter (NE 1/4), Section Thirty-five (35), all in Township One Hundred Fifty (150), Range Twenty-nine (29), at a cost of \$415,642.50 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

BACKGROUND:

The purchase will help replace County forest lands that were exchanged to Blandin and sold to Essar in 2008.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Purchase Agreement
2. Land Replacement Trust Fund Analysis

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

PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 2021, between Boundary Co., a Corporation under the laws of Minnesota, having an address of P.O. Box 23, Bigfork, MN 56628, hereinafter called "Seller", and the State of Minnesota, in trust for the taxing districts, hereinafter called "Buyer".

WHEREAS, Seller is the owner of a parcel of real property, hereinafter referred to as the "Property", legally described as follows:

The Southeast Quarter (SE1/4), the Southwest Quarter (SW1/4), the East Half of the Northwest Quarter (E1/2 NW), Section Twenty-six (26) and the Northeast Quarter (NE 1/4), Section Thirty-five (35), all in Township One Hundred Fifty (150), Range Twenty-nine (29), approximately 554.19 acres.

WHEREAS, the Buyer wishes to acquire the above described Property; and

WHEREAS, the Seller wishes to sell to the Buyer their interest in the above described Property;

THEREFORE, it is hereby agreed as follows:

1. Transfer of ownership. Seller shall sell and convey by Warranty Deed to the Buyer all of their right, title, and interest, except as otherwise specified herein, to the Property. The parties shall execute any and all documents necessary to transfer the Property in accordance with the real property law of State of Minnesota. The transfer will be accomplished on or before December 31, 2021, subject to extension for title curative matters pursuant to Section 3 below.
2. Sale price. Buyer agrees to pay Seller Four Hundred Fifteen thousand six hundred forty-two dollars and 50/100ths (\$415,642.50) for the Property.

3. Evidence of Title. Seller must provide clear title to the property, subject to the approval of the Buyer. Seller shall, within 10 days after the date hereof, furnish to Buyer any title evidence in the possession of Seller (the "Title Evidence"). Buyer shall return all such Title Evidence that may pertain to land not sold as part of this transaction.

Within 10 days of receiving the Title Evidence, Buyer shall obtain such opinions or commitments for title insurance as Buyer shall deem appropriate. Buyer may, within 15 days of receiving the Title Evidence, make written objections (the "Objections"), if any, to the form of the Title Evidence or to the content of any opinions or title commitments obtained by Buyer. Buyer's failure to make objections within such time period will constitute a waiver of objections. Any matter shown in any opinions or title commitments and not objected to by Buyer shall be a "permitted encumbrance" hereunder. Seller shall have sixty (60) days after receipt of Buyer's objections to satisfy the Objections or indicate that such Objections will be satisfied at or prior to Closing. If Seller is unable or unwilling to satisfy the Objections and so notifies Buyer within said sixty (60) day period, then Buyer, at Buyer's option, may either (i) waive any Objections in which event Buyer shall be deemed to have accepted the condition of title; or (ii) terminate this Agreement in which event neither party shall have any further liability or obligation under this Agreement.

4. Cost of transfer. The Seller shall bear and be responsible for the following: (i) any expenses necessary to provide marketable title to and transfer of the premises to the Buyer as set forth in Section 3 above; (ii) payment of state deed tax; (iii), Seller's pro-rated share of real estate taxes due in the purchase year; and (iv), cost of preparing the Warranty Deed. The Buyer shall bear and be responsible for the following: (i) the Purchase Price; (ii) the cost of obtaining any title opinions or commitments for title insurance as Buyer shall deem appropriate; (iii) Buyer's pro-rated share of real estate taxes due in the purchase year; and (iv) recording fees associated with the recording of the Warranty Deed conveying the Property to Buyer.

5. Binding effect. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The terms of this Agreement shall be subject to and interpreted in conformance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

Seller:

By: _____
(Name of Grantor)

(Signature)

By: _____
(Name of Grantor)

(Signature)

Its: _____
(Type of authority)

Its: _____
(Type of authority)

State of Minnesota)
)ss
County of Itasca County)

This instrument was acknowledged to before me this ____ day of _____, 2021, by _____, as _____ and by _____, as _____ of Boundary Co., a Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

Itasca County, Minnesota

By: _____

Burl Ives, Chairperson
Itasca County Board of Commissioners

Brett Skyles
County Administrator

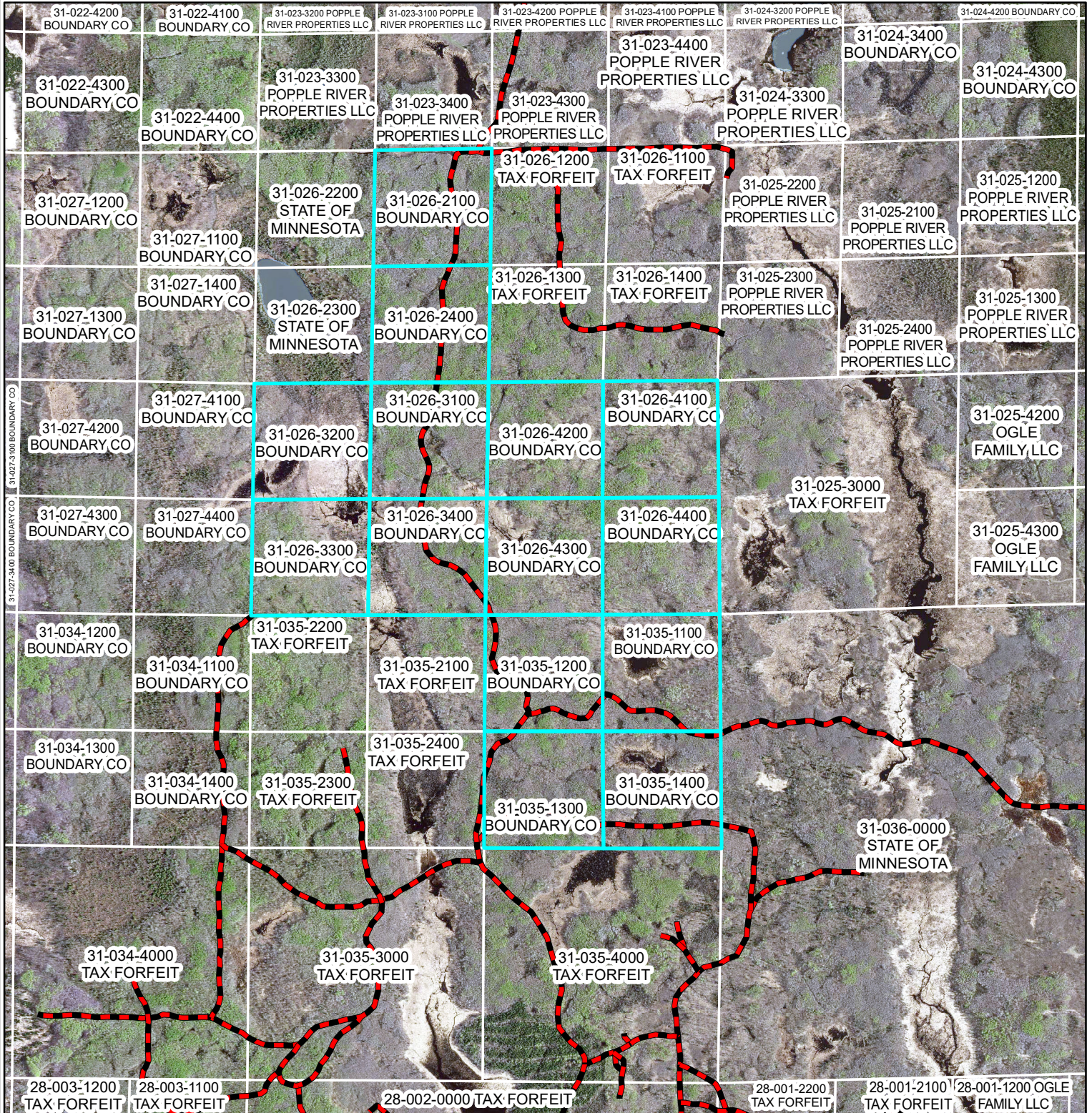
State of Minnesota)
)ss
County of Itasca)

On this _____ day of _____, 2021, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)

Notary Public, Itasca County

**Land Replacement Acquisition of 554 acres
in Section 26 & 35, Twp 150, Range 29**



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



300
Feet

LAND REPLACEMENT TRUST FUND ANALYSIS

2008 TO 2021

INCOME (Land Sold)			
	Acres	Income	\$/ac
Initial sale to MN Steel in 2008	11,952	\$ 7,021,080.00	\$ 587.00
Additional acres added through trespass, lot additions, Auction sales, Pokegama Commons	469	\$ 1,080,725.39	\$ 2,304.00
Total sold	12,421	\$ 8,101,805.39	\$ 652.00

EXPENDITURES (Land Purchased)			
	Acres	Spent	\$/ac
Total purchased	8,768.29	\$ 6,829,063.09	\$ 778.84

Balance	
As of 9-1-2021	\$1,275,242.30

The price per acre for land that was sold is less than price per acre of land purchased for several reasons:

1. The price per acre is generally less in large volume transactions
2. The topography and utility of the land that was sold vs purchased. Mined land is generally less valuable. Timbered land is generally more valuable.

YEAR	ACRES SOLD	ACRES PURCHASED	ACREAGE GAIN(LOSS)
2008	7,977.00	0.00	(7,977.00)
2009	3975	3618.4	(356.60)
2010	0	1152.82	1,152.82
2011	43.6	363.3	319.70
2012	348.95	2751.06	2,402.11
2013	7.71	602.00	594.29
2014	4.69	199.81	195.12
2015	20.00	40.00	20.00
2016	44.03	0.00	(44.03)
2017	0.00	40.90	40.90
TOTAL	12,420.98	8,768.29	(3,652.69)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1778

DEPARTMENT: Land Department

PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Tax-Forfeited Land Sale to Adjoining Landowners

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

BACKGROUND:

The Land Department is requesting that the County Board set the values and terms of sale per the attached Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Notice and Terms Oct 2021
2. Maps for RBA
3. ADJ LO LIST OCT 2021

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION 2021-54

**RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE
TO ADJOINING LANDOWNERS**

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on MONDAY, OCTOBER 18, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator

**NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS
ITASCA COUNTY LAND DEPARTMENT – MONDAY, OCTOBER 18, 2021, 10:00 A.M.**

NOTICE IS HEREBY GIVEN, that I shall offer for sale to adjoining landowners through sealed bids, and at not less than the appraised value, the following described tracts of land forfeited to the State of Minnesota for nonpayment of taxes, which have been classified and appraised as provided by law. Said sale will be governed as to terms by resolution of the County Board authorizing the same, sealed bids shall be opened at **10:00 A.M. on MONDAY, OCTOBER 18, 2021.**

KORY CEASE, Itasca County Land Commissioner

JEFF WALKER, Itasca Co. Auditor/Treasurer

**RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING
THE TERMS OF SALE TO ADJOINING LANDOWNERS**

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale,

NOW, THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice of Sale at 10:00 A.M. on MONDAY, OCTOBER 18, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

TERMS OF SALE

The County Board is by law designated to provide for the sale of such land on terms and such tracts shall be sold on the following terms, to wit: The appraised value of timber products listed and 15% of the appraised value of the land must be paid on the day of the land sale, except that for tracts under \$501.00, the full amount of the tract is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber shall be cut, removed, or damaged until the entire purchase price for the tract is paid in full.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of any structure, its fixtures or contents, or the suitability for any particular use.

All tracts of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any. Sold lands that are currently zoned “public” shall be rezoned upon sale at no cost to the purchaser.

All lands whether zoned or not zoned which do not abut a legalized highway are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

Any lands herein offered for sale that do not adjoin or are located on a suitable legally established and maintained public highway or road, the township wherein said lands may be located, or any other municipality, shall not for a period of five years, be obligated to the establishment, construction or additional maintenance of any public roads or the expenditure of any public funds for the benefit of the owner or occupant of any lands purchased, by reason of the ownership or occupancy of any of this land; provided further that nothing herein shall be construed to create any obligation directly or indirectly on the part of any municipality of the expenditures of any money for the benefit of said tracts after the expiration of said five year period.

Any tract of land on the list is subject to withdrawal from sale by the County Board or Land Commissioner when it appears to be in the public interest to do so.

Tracts shall be sold through sealed bid. All bids must be submitted using the attached "Sealed Bid Form." The completed "Sealed Bid Form" must be submitted in a sealed envelope with the provided label affixed as the addressee and received at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744, at or before 10:00 A.M. on MONDAY, OCTOBER 18, 2021. Payment per these terms of sale must be enclosed in the envelope with the completed "Sealed Bid Form," in the form of a cashier's or certified check. Cash or personal checks will NOT be accepted and will result in the rejection of the bid. Payment from unsuccessful bids will be returned via certified mail. Itasca County reserves the right to reject any and all bids until the sales have closed. Successful bidders will be contacted and must sign a purchase agreement and return it to the Land Department by 4:30 p.m. on November 18, 2021. In the event of identical bids on a tract, the submitting bidders will be notified and an oral auction involving said bidders will take place at the Itasca County Land Department beginning 10:00 A.M. on November 18, 2021 in the order of the tracts in this listing.

Any and all tracts which received zero qualifying bids at said bid opening date and time may be purchased by a qualifying bidder at not less than the appraised price on a first come, first served basis starting at 8:00 a.m. October 19, 2021 and ending at 4:30 p.m. on December 18, 2021. Any and all tracts not sold by 4:30 p.m. on December 18, 2021 will be withdrawn from sale at that time.

Pursuant to Minnesota Statute 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water power rights on tax-forfeited lands.

Pursuant to Minnesota Statute 284.28, there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total sale price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

Pursuant to Minnesota Statute 282.014, a \$25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Minnesota Statute 282.014 further requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the \$46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of \$1.65 for the first \$3,000.00 of the purchase price. For any purchase price over \$3,000, the purchaser shall pay \$1.65 per every \$500.00 of the purchase price payable to the County Auditor/Treasurer.

Purchaser is required to pay a fee of \$50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Certain tracts of tax-forfeited land located within cities forfeited with unpaid special assessments for improvements. These special assessments were cancelled at the time of forfeiture. Upon sale of this land, the municipality may establish a re-assessment schedule for payment of a portion or all the unpaid special assessments. **Itasca County recommends that individuals check for assessments with the municipality office in which the tract is located.**

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. IN CASES OF PAYMENT DEFAULT, ITASCA COUNTY WILL RETAIN THE DOWN PAYMENT (I.E. 15% OF APPRAISED LAND VALUE, ETC.) AS PENALTY AND DAMAGES, AND WILL, AT ITS SOLE DISCRETION, DECIDE WHETHER THE TRACT(S) WILL BE RE-OFFERED TO THE NEXT HIGHEST BIDDER.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate Office more than three business days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 La Prairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855).

October 2021 Adjacent Landowner Sale
Tract A202121: 91-725-0730



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0 25 50 100
Feet

October 2021 Adjacent Landowner Sale
Tract A202122: 91-725-1520

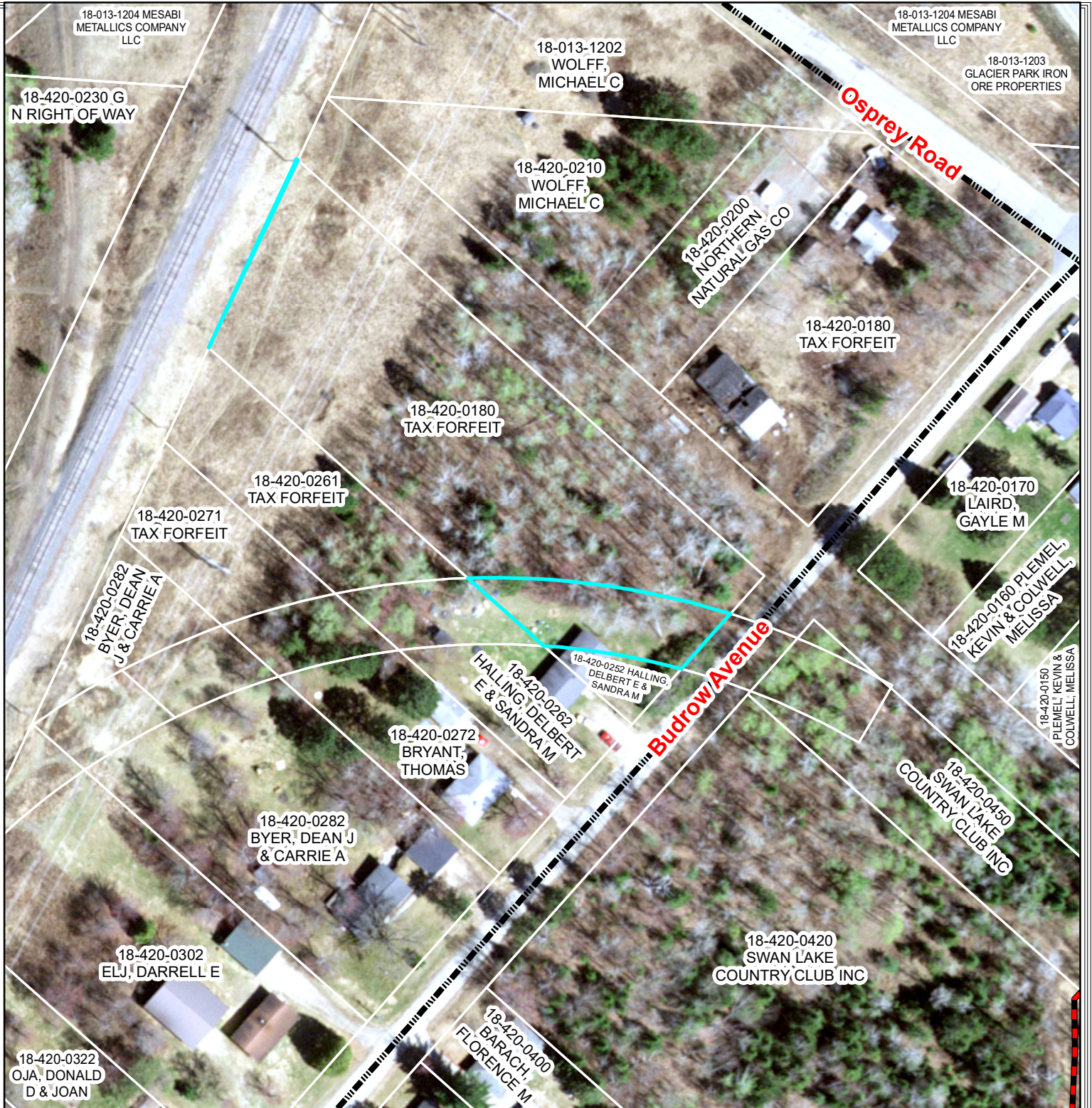


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0 25 50 100
Feet

October 2021 Adjacent Landowner Sale
Tract A202123: 18-420-0180



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



Pt of Lots 24-25, Carpenter-Hill-Wahlstrom Subdivision
lying Northerly of the Northerly Right of Way of the
Great Northern Railway Spur to the Range Sand Lime
Brick Company

0 25 50 100
Feet

October 18, 2021 Tax-Forfeited Land Sale to Adjoining Landowners

By sealed bid 10:00 a.m. on October 18, 2021

TRACT	TWP	RGE	SEC	ACRES*	LEGAL DESCRIPTION	PARCEL ID	TIMBER APPRAISED	LAND APPRAISED	TOTAL APPRAISED
A202121	55	25	20	0.81	All Lots 6-13, Blk 7 & W1/2 Vac 4th Ave. SW Lyg adj thereto & pt of N1/2 of Vac 5th St SW Lyg S & adj thereto, Woodland Add to Grand Rapids	91-725-0730	\$ 150.00	\$ 7,750.00	\$ 7,900.00
A202122	55	25	20	0.31	Lots 1-4, LESS E. 10' Blk 15 Woodland Add to Grand Rapids	91-725-1520	\$ 135.00	\$ 6,165.00	\$ 6,300.00
**A202123	56	23	13	0.2	Pt Lots 24-25, Carpenter, Hill, Wahlstrom Sub lyg Nly of the Nly ROW of the Great Northern Railway Spur to the Range Sand Lime Brick Company	18-420-0180		\$ 700.00	\$ 700.00

*Acres listed are not based on a survey and are an approximation only.

**Subject to a building encroachment



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1783

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

2021 Amended Itasca County Tax-Forfeited and Direct County Land Sale

BOARD ACTION REQUESTED:

Adopt the amended Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

BACKGROUND:

On August 24, 2021, the County Board approved Resolution 2021-48 RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse. Subsequently, there has been a direct county parcel #63-028-2300 added to the Auction List.

The attached Auction list has been amended to include said parcel.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Auction Listing Fall 2021 amended

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

RESOLUTION 2021-55

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and direct county lands and list of said lands has been filed with the County Auditor, classification of said land have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land And Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on October 22, 2021 in the Itasca County Board Room, Itasca County Courthouse, Grand Rapids, MN.

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

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 14th day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 14th day of September A.D. 2021.

Administrator

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
<i>UNPLATTED</i>												
1	32.72	^10-013-2210	11581 State Hwy 1, Cook	13	62	22	Northwest Quarter of the Northwest Quarter (NW of NW) less West 400 feet of the South 218 feet and less part of the Northwest Quarter of the Northwest Quarter (NW of NW), Section Thirteen (13), Township Sixty-two (62) North of Range Twenty-two (22), West of the Fourth Principal Meridian, described as follows: assuming that the West line of the NW1/4 of the NW1/4 to run due North and South and the South line of said Quarter Quarter to run due East and West and beginning at the Southwest corner of said Quarter Quarter; thence North along the West line of said Quarter Quarter a distance of 468 feet to a point; thence South 70 degrees East, a distance of 730.95 feet to a point; thence East parallel to the South line of said Quarter Quarter, a distance of 318.36 feet to a point; thence South parallel to the West line of said Quarter Quarter, a distance of 218 feet more or less to the South line of said Quarter Quarter; thence West along the South line of said Quarter Quarter, a distance of 1005.23 feet to a point of beginning. Less the West 400 feet of the South 218 feet thereof.	-\$15,000.00	\$38,200.00	\$1,100.00		\$24,300.00
2	2.42	* 30-019-2303 *S*	36719 State Hwy 65, Nashwauk	19	57	22	That part of Government Lot Two (2), Section Nineteen (19), Township Fifty-seven (57) North, Range Twenty-two (22) West of the Fourth Principal Meridian, described as follows: Assuming the South line of said Government Lot 2 to be due East and West, commencing at the Southwest corner of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 919.60 feet; thence North parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the point of beginning; thence South parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the South line of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 208.00 feet; thence North parallel to the East line of said Government Lot 2 a distance of 466.19 feet; thence in a Northwesterly direction along the South right of way of State of Minnesota Highway Number 65 for a distance of 222 feet, more or less, to the point of beginning.	\$0.00	\$12,300.00	\$1,200.00		\$13,500.00
3	1.2	34-012-4103	Sago Twp	12	53	23	Revised Description 1 of Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-three (53), Range Twenty-three (23) SEE ATTACHMENT FOR COMPLETE DESCRIPTION	\$0.00	\$1,000.00	\$200.00		\$1,200.00

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
4	10	41-026-2102	35677 North Star Lane, Grand Rapids	26	57	25	South Six Hundred Sixty feet (S. 660') of the East Six Hundred Sixty feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian.	\$9,800.00	\$26,400.00	\$3,600.00		\$39,800.00
5	4.02	43-023-2101	Wirt Twp	23	149	26	South Four Hundred Feet (S. 400') of the North Nine Hundred Twenty-five Feet (N. 925') of the East Four Hundred Thirty-five and Sixty Hundredths Feet (E. 435.60') of Northeast Quarter of the Northwest Quarter (NE of NW), Section Twenty-three (23), Township One Hundred Forty-nine (149), Range Twenty-six (26)	\$0.00	\$6,600.00	\$2,400.00		\$9,000.00
6	2.02	* 49-023-1106	59-22 unorganized	23	59	22	West Sixty-six Feet (W. 66') of the East One Hundred Thirty-two Feet (E. 132') of Northeast Quarter of Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59), Range Twenty-two (22)	\$0.00	\$570.00	\$930.00		\$1,500.00
	2.02	* 49-023-1108	59-22 unorganized	23	59	22	East Sixty-six Feet (E. 66') of the Northeast Quarter of the Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59), Range Twenty-two (22)					
7	0.78	^^ 85-027-3321 *S*	301 Rajala Mill Road, Bigfork	27	61	26	North One Hundred Feet (N. 100') of the West Three Hundred Forty Feet (W. 340') of the Southwest Quarter of the Southwest Quarter (SW of SW), which lies South of the Right of Way, Section Twenty-seven (27), Township Sixty-one (61), Range Twenty-six (26)	\$3,130.00	\$4,500.00	\$0.00	-\$6,130.00	\$1,500.00

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
8	1.76	97-003-2301	33547 Munson Road, Bovey	3	56	24	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW of NW), Section Three (3), Township Fifty-six (56) North, Range Twenty-four (24), West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of Section 3; thence due North (assuming the West line of Section 3 to be due North and South) a distance of 165 feet to the point of beginning; thence due East a distance of 27 feet to the Southwest corner of Lot 6; thence due East a distance of 45 feet to the Southeast corner of Lot 6; thence North 44 degrees 46 minutes East a distance of 460 feet more or less to the South boundary of the Old Scenic Highway which point is the Northeast corner of Lot 6; thence North and West along the South boundary of the Old Scenic Highway a distance of 215 feet more or less to the Northwest corner of Lot 6; thence South 26 degrees 07 minutes West a distance of 550 feet more or less back to the Southwest corner of Lot 6; thence due West a distance of 27 feet back to the point of beginning.	\$ (9,000.00)	\$ 8,500.00	\$1,000.00		\$ 500.00

^Subject to driveway agreement with adjacent landowner.

^^Possible building encroachment onto adjoining parcel.

*S*Special Assessments to be reinstated upon sale of property.

*Subject to a highway right-of-way reservation.

NOTE: Special Assessment totals are only approximate

Exact total of Special Assessment must be verified with municipality

PLATTED

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT T VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
9	2.37	18-420-0180	16585 Budrow Avenue, Pengilly	13	56	23	Lots Eighteen (18), Nineteen (19) & those parts of Lots Twenty-four (24) and Lot Twenty-five (25) that lie northerly of the northerly right of way of the Great Northern Railway Spur to the Range Sand Lime Brick Company, CARPENTER-HILL-WAHLSTROM SUBDIVISION	\$ -	\$ 11,900.00	\$ 100.00		\$ 12,000.00
10	1	74-410-0130	51382 US Hwy 2, Deer River	2	144	26	Lot Five (5), Block A AUDITOR'S SUBDIVISION NUMBER 23	\$ (2,000.00)	\$ 3,000.00	\$ -	\$ -	\$ 1,000.00

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
11	0.6	* 74-410-0155	144-26 unorganized	2	144	26	All that part of Lot Ten (10) & that part of vacated TH 8 lying North and adjacent to said Lot 10 except that part being East of a line 196 feet East of the Center line of CSAR 137, Block A, Auditor's Subd #23	\$ -	\$ 2,100.00	\$ 100.00		\$ 2,200.00
	0.8	* 74-410-0160	144-26 unorganized	2	144	26	All that part of Lot Ten (10), Block A AUDITOR'S SUBDIVISION NUMBER 23, and that part of vacated trunk highway #8, lying North and adjacent to said Lot Ten (10), lying and being East of a line marked by two iron pipes, One Hundred Ninety-six (196') feet East of the center line of County Aid Road #137. LESS ROW ALONG RD					
12	0.15	87-410-0215	112 Corey Street, Calumet	21	56	23	Lots Six (6) and Seven (7), Block Two (2) CALUMET	\$ -	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
13	0.43	87-410-0330	106 Third Ave., Calumet	21	56	23	Lots Twenty-two (22) thru Twenty-seven (27), Block Three (3) CALUMET	\$ -	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
14	0.14	87-410-0705	337 Third Avenue, Calumet	21	56	23	Lots One (1) and Two (2), Block Five (5), Calumet	\$ 29,000.00	\$ 1,400.00	\$ -		\$ 30,400.00
15	0.18	87-410-1380 *S*	632 Sixth Avenue, Calumet	21	56	23	East One Half of Lot Twenty-five (25), and all of Lots Twenty-six (26) and Twenty-seven (27), Block Thirteen (13), Calumet	\$ 15,228.00	\$ 1,700.00	\$ -	\$ (1,928.00)	\$ 15,000.00
16	0.2	89-430-0161/89-480-1720	312 SE Second Street, Deer River	36	145	25	East One Hundred Twenty feet (E. 120') of Lots Thirteen (13) and Fourteen (14), Block Seventeen (17) ITASCA CITY *Subject To Roadway Easement to the City of Deer River	\$ -	\$ 500.00	\$ -		\$ 500.00
17	0.24	91-425-0230 *S*	604 NE 9th Ave, Grand Rapids	21	55	25	Lots Thirteen (13) thru Fifteen (15), Block Two (2), Third Division of Grand Rapids	\$ -	\$ 16,000.00	\$ -	\$(29,221.00)	\$ 500.00
18	0.9	91-502-0150 *S*	Grand Rapids City	33	55	25	Lot Ten (10), Block One (1), DON-AL ADDITION	\$ -	\$ 16,000.00	\$ 400.00	\$ (860.00)	\$ 15,540.00
19	0.19	91-555-0720 *S*	821 NW 8th Ave., Grand Rapids	17	55	25	All of Lot Four (4) and the North Fourteen feet (N. 14') of Lot Five (5), Block Seven (7), Houghton's Second Addition to Grand Rapids	\$ 24,993.00	\$ 16,000.00	\$ -	\$ (493.00)	\$ 40,500.00

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
20	0.42	^^^ 93-440-0110	LaPrairie City	23	55	25	Block One (1), Buells Addition	\$ -	\$ 4,400.00	\$ 500.00		\$ 4,900.00
	0.9	^^^ 93-440-0220	LaPrairie City	23	55	25	Lots One (1) thru Six (6), Block Two (2), Buells Addition					
21	0.11	95-410-1560 *S*	401 Central Ave., Nashwauk	32	57	22	Lot Eleven (11), Block Fifteen (15) NASHWAUK	\$ -	\$ 1,500.00		\$ (6,396.25)	\$ 500.00
22	0.18	*** 97-440-1510	211 S. Guyer St., Taconite	27	56	24	Lots Fourteen (14) thru Seventeen (17), Block Fifteen (15), HOLMAN	\$ 44,700.00	\$ 4,000.00	\$ -		\$ 48,700.00

WATERFRONT

23	0.4	**** 22-013-1203	Lake Jessie Twp	13	148	25	That part of Government Lot Two (2), Section Thirteen (13), Township One Hundred Forty-eight (148), Range Twenty-five (25), described as follows: Beginning at a point on the shoreline of Big Too Much Lake 435.0 Feet North of the Southwest corner of said Lot 2; thence East a distance of 114.00 Feet; thence due South a distance of 135.0 Feet; thence due West a distance of 94.0 Feet to a point on the shoreline of Big Too Much Lake; thence North along said shoreline to the point of beginning.	\$ (5,000.00)	\$ 41,400.00	\$ 100.00		\$ 36,500.00
24	6.46	43-010-3410	52700 County Road 29, Wirt	10	149	26	See Attachment A	\$ 7,900.00	\$ 31,700.00	\$2,300.00		\$ 41,900.00
25	0.41	** 58-420-0010	Wildwood Twp	22	53	25	Lot One (1) Harbor Haven	\$ -	\$ 39,600.00	\$ 300.00		\$ 39,900.00
	0.41	** 58-420-0020					Lot Two (2) Harbor Haven					
26	5.8	07-030-4301	Bigfork Twp	30	61	26	That part of the Southwest Quarter of the Southeast Quarter (SW of SE) lying North of the center of Bigfork River and LESS the West Seven Hundred Thirty-five feet (W. 735') thereof, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).	\$ -	\$ 37,000.00	\$4,900.00		\$ 41,900.00
	32	07-030-4400	Bigfork Twp	30	61	26	The Southeast Quarter of the Southeast Quarter (SE of SE) lying North and East of the center of Bigfork River, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).					

DIRECT COUNTY

27	1.61	10-023-3203	Carpenter Twp	23	62	22	South Three Hundred Fifty-seven feet (S. 357') of the North Four Hundred Sixty-seven feet (N. 467') of the West Two Hundred feet (W. 200') of the Northwest Quarter of the Southwest Quarter (NW SW), Section Twenty-three (23), Township Sixty-two (62), Range Twenty-two (22)	\$ -	\$ 2,730.00	\$1,170.00		\$ 3,900.00
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ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
28	16.16	*^ 63-028-2300	Unorg 54-26	28	54	26	Southwest Quarter of the Northwest Quarter (SW NW), lying Southerly of County Road 449 LESS the East Six Hundred Sixty feet (E. 660'), Section Twenty-eight (28), Township Fifty-four (54), Range Twenty-six (26)	\$ -	\$ 43,800.00	\$ -		\$ 43,800.00

**Subject to Restrictive Covenants of Plat
***Possible building encroachment on adjacent parcel
^^^Access is to an undeveloped platted street
***Easement for ingress & egress over private drive
S Special Assessment to be reinstated upon sale of property

*^ Subject to a snowmobile easement and highway row reservation

NOTE: Special Assessment totals are only approximate
Exact total of Special Assessment must be verified with municipality



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1786

DEPARTMENT: Sheriff

PRESENTER: Vic Williams

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

COVID-19 Impact on Senior Population

BOARD ACTION REQUESTED:

Receive updates from Senior Citizens of Itasca County regarding the impact and difficulties faced through the COVID-19 pandemic.

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, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1772

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Body Worn Camera Policy

BOARD ACTION REQUESTED:

Adopt Body Worn Camera Policy.

BACKGROUND:

Minnesota law requires that agencies have a written policy to govern their BWC programs. The written BWC policy the Sheriff's Office wishes to adopt came from a model policy developed by a working group comprised of Minnesota Counties Intergovernmental Trust, Minnesota Chiefs of Police Association, Minnesota Association of City Attorneys, Minnesota County Attorneys Association, Minneapolis Police Department, St. Paul Police Department, Cannon Falls Police Department, Burnsville Police Department, and Columbia Heights Police Department which address a list of mandatory policy elements identified in MN law.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. PO.533 - BODY-WORN CAMERAS

09/07/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 09/14/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives

ITASCA COUNTY OFFICE OF THE SHERIFF POLICIES AND PROCEDURES	EFFECTIVE DATE: June 1, 2021	NUMBER: 533
	Revised:	PAGE: 1 of 10
	AUTHORITY: Sheriff Victor J. Williams	
***** SUBJECT: BODY-WORN CAMERAS *****		

1) PURPOSE

The primary purpose of using body-worn-cameras (BWCs) is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of BWCs and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving.

2) POLICY

It is the policy of this department to authorize and require the use of department issued BWCs as set forth below, and to administer BWC data as provided by law.

3) SCOPE

This policy governs the use of BWCs in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The Sheriff or Sheriff's designee may supersede this policy by providing specific instructions for BWC use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The Sheriff or designee may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

4) DEFINITIONS

The following phrases and words have special meanings as used in this policy:

- A. **MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- B. **Records Retention Schedule** refers to the Itasca County Sheriff's Office Records Storage Key.
- C. **Law enforcement-related information** means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- D. **Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.
- E. **General citizen contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not

ITASCA COUNTY OFFICE OF THE SHERIFF POLICIES AND PROCEDURES	EFFECTIVE DATE: June 1, 2021	NUMBER: 533
	Revised:	PAGE: 2 of 10
	AUTHORITY: Sheriff Victor J. Williams	
***** SUBJECT: BODY-WORN CAMERAS *****		

limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.

- F. **Adversarial** means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- G. **Unintentionally recorded footage** is a video recording that results from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- H. **Official duties**, for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

5) USE AND DOCUMENTATION

- A. Officers may use only department issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.
- B. Officers who have been issued BWCs shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued BWCs at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the officer's supervisor and shall document the report in writing. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing.
- C. Officers should wear their issued BWCs at the location on their body and in the manner specified in training.
- D. Officers must document BWC use and non-use as follows:
 1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report or *[CAD record/other documentation of the event]*.

ITASCA COUNTY OFFICE OF THE SHERIFF POLICIES AND PROCEDURES	EFFECTIVE DATE: June 1, 2021	NUMBER: 533
	Revised:	PAGE: 3 of 10
	AUTHORITY: Sheriff Victor J. Williams	
***** SUBJECT: BODY-WORN CAMERAS *****		

2. Whenever an officer fails to record an activity that is required to be recorded under this policy, or fails to record for the entire duration of the activity, the officer must document the circumstances and reasons for not recording in an incident report or *[CAD record/other documentation of the event]*. Supervisors shall review these reports and initiate any corrective action deemed necessary.

E. The department will maintain the following records and documents relating to BWC use, which are classified as public data:

1. The total number of BWCs owned or maintained by the agency;
2. A daily record of the total number of BWCs actually deployed and used by officers and, if applicable, the precincts in which they were used;
3. The total amount of recorded BWC data collected and maintained; and
4. This policy, together with the Records Retention Schedule.

6) GENERAL GUIDELINES FOR RECORDING

- A. Officers shall activate their BWCs when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, *Terry* stops of motorists or pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).
- B. Officers have discretion to record or not record general citizen contacts.
- C. Officers have no affirmative duty to inform people that a BWC is being operated or that the individuals are being recorded.
- D. Once activated, the BWC should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their BWC. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

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- E. Officers shall not intentionally block the BWC's audio or visual recording functionality to defeat the purposes of this policy.
- F. Notwithstanding any other provision in this policy, officers shall not use their BWCs to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

7) SPECIAL GUIDELINES FOR RECORDING

Officers may, in the exercise of sound discretion, determine:

- A. To use their BWCs to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value unless such recording is otherwise expressly prohibited.
- B. To use their BWCs to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- C. Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, BWCs shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.
- D. Officers shall use their BWCs and squad-based audio/video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of-force incident.

8) DOWNLOADING AND LABELING DATA

- A. Each officer using a BWC is responsible for transferring or assuring the proper transfer of the data from his or her camera to the cloud storage location by the end of that officer's shift. However, if the officer is involved in a shooting, in-custody death, or other

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law enforcement activity resulting in death or great bodily harm, a supervisor or investigator shall take custody of the officer's BWC and assume responsibility for transferring the data from it.

B. Officers shall label the BWC data files with the incident number at the time of capture or transfer to storage and should consult with a supervisor if in doubt as to the appropriate labeling. Officers should assign as many of the following labels as are applicable to each file:

1. **Evidence—criminal:** The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision.
2. **Evidence—force:** Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by an officer of this agency of sufficient degree or under circumstances triggering a requirement for supervisory review.
3. **Evidence—property:** Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
4. **Evidence—administrative:** The incident involved an adversarial encounter or resulted in a complaint against the officer.
5. **Evidence—other:** The recording has potential evidentiary value for reasons identified by the officer at the time of labeling.
6. **Training:** The event was such that it may have value for training.
7. **Not evidence:** The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts and unintentionally recorded footage are not evidence.

C. In addition, officers shall flag each file as appropriate to indicate that it contains information about data subjects who may have rights under the MGDPA limiting disclosure of information about them. These individuals include:

1. Victims and alleged victims of criminal sexual conduct and sex trafficking.
2. Victims of child abuse or neglect.
3. Vulnerable adults who are victims of maltreatment.

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4. Undercover officers.
5. Informants.
6. When the video is clearly offensive to common sensitivities.
7. Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
8. Individuals who called 911, and services subscribers whose lines were used to place a call to the 911 system.
9. Mandated reporters.
10. Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
11. Juveniles who are or may be delinquent or engaged in criminal acts.
12. Individuals who make complaints about violations with respect to the use of real property.
13. Officers and employees who are the subject of a complaint related to the events captured on video.
14. Other individuals whose identities the officer believes may be legally protected from public disclosure.

D. Labeling and flagging designations may be corrected or amended based on additional information.

9) ADMINISTERING ACCESS TO BWC DATA

A. **Data subjects.** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:

1. Any person or entity whose image or voice is documented in the data.
2. The officer who collected the data.
3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

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B. **BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:

1. BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
2. Some BWC data is classified as confidential (see C. below).
3. Some BWC data is classified as public (see D. below).

C. **Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

D. **Public data.** The following BWC data is public:

1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
2. Data that documents the use of force by a peace officer that results in substantial bodily harm.
3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted. In addition, any data on undercover officers must be redacted. Data that documents the final disposition of a disciplinary action against a public employee.

However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, Subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

E. **Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to Sheriff’s Records Division who shall process the request in accordance with the MGDPA and other governing laws. In particular:

1. An individual shall be provided with access and allowed to review recorded BWC data about him- or herself and other data subjects in the recording, but access shall not be granted:

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- a. If the data was collected or created as part of an active investigation.
 - b. To portions of the data that the agency would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, Subd. 17.
 2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction:
 - a. Data on other individuals in the recording who do not consent to the release must be redacted.
 - b. Data that would identify undercover officers must be redacted._
 - c. Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.
- F. **Access by peace officers and law enforcement employees.** No employee may have access to the department's BWC data except for legitimate law enforcement or data administration purposes:
1. Officers may access and view stored BWC video only when there is a business need for doing so, including the need to defend against an allegation of misconduct or substandard performance. Officers may review video footage of an incident in which they were involved prior to preparing a report, giving a statement, or providing testimony about the incident.
 2. Agency personnel shall document their reasons for accessing stored BWC data in the notes section provided within the database at the time of each access. Agency personnel are prohibited from accessing BWC data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading BWC data recorded or maintained by this agency to public and social media websites.
 3. Employees seeking access to BWC data for non-business reasons may make a request for it in the same manner as any member of the public.
- G. **Other authorized disclosures of data.** Officers may display portions of BWC footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, Subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individual identities that are not public. Protecting against incidental disclosure could involve, for instance,

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showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,

1. BWC data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

10) DATA SECURITY SAFEGUARDS

- A. Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency BWC data.
- B. Officers shall not intentionally edit, alter, or erase any BWC recording unless otherwise expressly authorized by the Sheriff or the Sheriff's designee.
- C. As required by Minn. Stat. § 13.825, Subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its BWC program.

11) AGENCY USE OF DATA

- A. At least once a month, supervisors will randomly review BWC usage by each officer to whom a BWC is issued or available for use, to ensure compliance with this policy.
- B. In addition, supervisors and other assigned personnel may access BWC data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- C. Nothing in this policy limits or prohibits the use of BWC data as evidence of misconduct or as a basis for discipline.
- D. Officers should contact their supervisors to discuss retaining and using BWC footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize BWC data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

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12) DATA RETENTION

- A. All BWC data shall be retained for a minimum period of 90 days. There are no exceptions for erroneously recorded or non-evidentiary data.
- B. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- C. Certain kinds of BWC data must be retained for six years:
 - 1. Data that documents the use of deadly force by a peace officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
 - 2. Data documenting circumstances that have given rise to a formal complaint against an officer.
- D. Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- E. Subject to Part F (below), all other BWC footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.
- F. Upon written request by a BWC data subject, the agency shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 180 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- G. The department shall maintain an inventory of BWC recordings having evidentiary value.
- H. The department will post this policy, together with its Records Retention Schedule, on its website.

13) COMPLIANCE

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of BWC data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1789

DEPARTMENT: Administrative Services

PRESENTER: Loren Solberg

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

2021 Legislative Session Report

BOARD ACTION REQUESTED:

Receive 2021 Legislative Session Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Legislative Session Report

RESULT:

INFORMATIONAL - NO ACTION TAKEN

2021 LEGISLATIVE SESSION REPORT

To: Commissioners Burl Ives, Chair
Davin Tinquist
Leo Trunt
Terry Synder
Ben DeNucci

Administrator Brett Skyles

Auditor Jeff Walker

From: Loren A. Solberg

Date: September 14, 2021



The 2021 Minnesota Legislative session was additionally challenging because requirements of COVID-19 restricted personal access to the Capital Buildings and required communication with legislators and their staff to be via ZOOM. Legislative committees and floor sessions were all conducted remotely and most legislators were not present in person. In spite of these challenges, I believe we were able to accomplish success in Itasca County's legislative agenda. Although the legislative session did not finish on the constitutionally required deadline of May 17th, they did reach agreements and they finished before the deadline of July 1 to pass a biennial budget and prevent a government shutdown.

One of the top priorities of Itasca County's agenda was to secure approval from the legislature to allow the County voters to decide if the bonds for the new Public Safety Building can be paid by imposing a county-wide 1% sales tax. I was able to schedule ZOOM meetings between County Commissioners and key elected officials on the House and Senate Tax Committees and Divisions. These key members were from both the DFL and Republican parties. With the help of the County Commissioners who testified and provided well researched testimony, we presented strong evidence of support for the proposal. Commissioners Synder, Tinquist, and DeNucci did an exemplary job in explaining the supportive facts.

The chief authors of the proposal were Representative Igo in the House and Senator Tomassoni in the Senate with Senator Eichorn as a co-author. Senators Bakk, Rest, and Nelson (Senate Tax Chair) and Representatives Marquart (House Tax Chair), Youakim, and Davids were key strong supporters on the Tax Conference committee which made the the decision to include Itasca County's proposal in the final law. The passage of this law allows the county to place this proposal before the voters at the November 2022 general election for their approval.

The 2021 legislative session started on January 7th with a projected \$1.6 billion budget deficit for the 2022-23 biennial. Early proposals suggested possible cuts to Local Government and County Program Aids. With the improved economy and Federal Recovery Act money, the state was able to avoid the budget deficit.

The February Budget Forecast allowed the legislature to increase some state appropriations for county administrated aids. I followed the Health and Human Services (HHS) Legislative Committees but, because of the COVID restrictions I relied on the other Human Service organizations to provide testimony on the various proposals. In previous years there were proposals to cut some funds to nursing home facilities, but that was not considered this year. There was a small increase of about \$2 million in the grants for the ICWA program. Other HHS county administrated programs also received increases.

The Utility Tax law suit (Enbridge) was finally settled toward the end of the legislative session. Legislators from the affected counties in Northern Minnesota united to have the State of Minnesota pay for the settlement since the mistake on the valuation of the utilities was the result of the Department of Revenue action. Senator Bakk was the leader on the Tax Conference Committee to secure the \$29,354,688 from state funds to pay the local units of government's potential obligation. Itasca County's share, which includes money for other local units of governments (cities, townships, school districts) is \$5,591,840. There are additional Utility Tax law suits pending.

We were successful in preventing the legislature from passing items that Itasca County did NOT want to pass. These included the following:

- 1) Closing of the Moose Lake Regional Treatment Center
- 2) Changing the responsibility to administer COVID funding from County Public Health to a regional health service organization
- 3) The previously mentioned proposal to make some nursing home cuts.

The following items of the County's Legislative Agenda were NOT successfully addressed by the 2021 session:

- 1) Changes to county payments to the Anoka Regional Treatment Center
- 2) fully funding of the State obligation of Probation Officers
- 3) the request for the state to regulate VRBO/AIRB&B rentals
- 4) increase in payments for PILT.

The counties are being billed for the over-payments from the Federal Government for the years 2014-2019 for Mental Health services. This mistake was made by the State agency and was not the result of involvement of the counties. Governor Walz has indicated that this payment should be the responsibility of the state and has asked the legislature to appropriate the necessary funds. However, the legislature has not approved his request. The county should continue to not pay this obligation and keep the responsibility on the legislature to appropriate the necessary funds.

NEXT LEGISLATIVE SESSION

Since the legislature has adopted a biennial budget, the 2022 legislature which convenes on January 31, 2022 will likely focus on bonding, redrawing of legislative districts, and other “fixes” to the budget. “Fixes” might include increase of funding for ICWA, additional general fund money for transportation, and solving the Anoka RTC concern.

The House did hold a hearing on bonding proposals during the 2021 session and proposed a large bonding bill which had emphasis on metropolitan projects. It also included necessary corrections in wording of previous proposals. The Senate was not interested in the House new bonding proposals, but did agree to the language corrections in the House proposal.

The Capital Investment (Bonding) Committees of both the House and the Senate will be touring the State in the near future to gather testimony concerning local bonding proposals. Itasca County priorities include an increase in General Obligation Bonds for local bridges and local roads and additional Highway Transportation Bonds.

The information on the 2020 census is now officially released which means that the State of Minnesota, and counties, will have to re-draw districts and balance population changes. It is required that each district represent an equal number of residents. Because the rural area has had less growth in population than the Metro area, there will be fewer legislative districts in rural parts of the state and more in the metropolitan area. Legislative committees dealing with this issue are holding public hearings requesting input on proposals to change the boundaries of districts. This process will be very political because of the division of political parties between the House and the Senate. I believe the Minnesota Supreme Court will determine the district boundaries. There already is a lawsuit filed that brings the issue before the Supreme Court and they have appointed staff to gather the necessary data so they can make that determination if the issue is not solved by the legislature. A firm decision on legislative district boundaries should be made by the middle of February, 2022. The County should have their district boundaries re-drawn by the first part of April..

If the State Budget Forecast continues to improve, there should be an opportunity to successfully get the legislature to increase funds for the county's priorities such as County Probation, other HHS needs, increases in PILT, and funds for probation officers. There will also be discussion and legislative action on how funds from the Federal Recovery Act will be appropriated.

CONCLUSION

Every year I am impressed with the commitment of the Itasca County elected officials and staff to be involved in the legislative process. Successful communication with the legislature and their staff requires a concerted effort and is imperative to having successful results. This year had challenges because of COVID, but thanks to ZOOM, we were able to have successful results for many of the legislative priorities. Thank you for the opportunity to represent Itasca County and to be able to articulate the county's needs to legislators.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 14, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1785

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Closed Litigation Session - Opioids

BOARD ACTION REQUESTED:
Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to opioid litigation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to direct the County Attorney to take action to accept the Mallinckrodt bankruptcy plan as presented to the Bankruptcy Court.