



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 19, 2022

10:00 AM

Itasca County Boardroom

FINAL

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 10:00 AM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	10:00 AM
Terry Snyder	District #2	Present	10:00 AM
Leo Trunt	District #3	Present	10:00 AM
Burl Ives	District #4	Present	10:00 AM
Ben DeNucci	District #5	Present	10:00 AM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

Accounting Manager Gail Guck and County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver \$8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for use in response to the COVID-19 emergency through 2024. The Board has already approved the use of \$5,316,006.90.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. American Rescue Plan (ARP) Fund Requests

Motion To: Direct staff to release the \$125,000 payment to Taconite Fire Department, as previously approved, contingent upon completion of the project by June 2025.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$108,916.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$50,000), Splithand (\$7,910), Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$62,824.94) Townships.

RESULT:	FAILED DUE TO LACK OF A SECOND
MOVER:	Commissioner Burl Ives

Motion To: Approve the use of \$88,885.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$29,969), Splithand (\$7,910), Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$14,039.38) Townships, as amended.

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Leo Trunt, Burl Ives
NAYS:	Davin Tinquist, Terry Snyder, Ben DeNucci

Commissioner Ives exited the meeting at 10:30 AM.

Commissioner Ives returned to the meeting at 10:31 AM.

Motion To: Match Beltrami County's contribution to Blackduck Ambulance up to \$10,000 for equipment requests.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben Denucci
ABSENT:	Burl Ives

Motion To: Add the City of Bovey request in the amount of \$50,000 for business park site prep and infrastructure, previously listed under Community Projects, back to the spreadsheet.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$918,650 in ARP Funds from the Cities/Townships and Non-Profits allocation for up to \$95,000 for the following requests: City of Warba (\$80,000), City of Bigfork (\$95,000), City of Nashwauk (\$95,000), City of Calumet (\$12,500), City of Taconite (\$95,000), City of Deer River (\$95,000), City of Effie (\$35,000), City of Marble (\$86,250), City of Effie (\$3,000), City of Nashwauk/City of Keewatin (\$95,000), City of Marble (\$50,000), City of Keewatin (\$95,000), Boys & Girls Clubs of Grand Rapids and Greenway (\$10,000), Let's Go Fishing Itasca (\$20,000), Itasca County 4-H (\$1,900), and City of Bovey (\$50,000).

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Approve the use of up to \$629,642 in ARP Funds from the Broadband allocation for the Zone N project with Paul Bunyan Communications and direct County Administrator Brett Skyles to negotiate with the vendor.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Approve the use of \$350,000 in ARP Funds from the Other allocation for the Greenway ISD 316 request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$50,000 in ARP Funds (\$20,000 from the Cities/Townships and Non-Profits allocation and \$30,000 from the Other allocation) for the Grand Rapids ISD 318 to be used for the Community & School Enhancement Project in Bigfork.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

There is \$23,350 remaining in the Cities/Townships and Non-Profits allocation.

Motion To: Approve the use of \$500 in ARP Funds from the Other allocation for the Warba Feeley Youth Baseball Program request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$80,000 in ARP Funds from the Other allocation for the IEDC Tourism request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben Denucci

Motion To: Approve the use of \$200,000 in ARP Funds from the Other allocation for the IEDC e2ip Building request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben Denucci

Motion To: Approve the use of \$50,000 in ARP Funds from the Other allocation for the Itasca County Family YMCA request, to be used for pavilion, fire alarm, and temperature control projects.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben Denucci
NAYS:	Burl Ives

Motion To: Earmark \$600,000 in ARP Funds from the County allocation for the I.T. Related Costs request.

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Burl Ives
NAYS:	Davin Tinquist, Leo Trunt, Ben DeNucci

Motion To: Approve the use of \$60,281.90 in ARP Funds from the County allocation for the Itasca County Search & Rescue request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Earmark an additional amount up to \$36,500 from the County allocation for the Highway 169 Cross Range Expressway.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Schedule Special Session

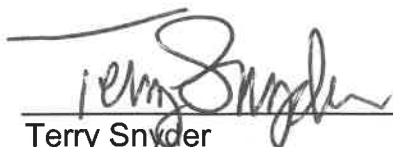
Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, June 7, 2022 beginning at 10 AM in the Boardroom of the Itasca County Courthouse.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

III. ADJOURN

Chair Snyder adjourned the meeting at 11:27 AM.

ATTEST



Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 19, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2327

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles, Gail Guck

AGENDA ITEM:

American Rescue Plan (ARP) Fund Update

BOARD ACTION REQUESTED:

Receive update regarding the American Rescue Plan (ARP) Fund.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Spreadsheet

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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AMERICAN RESCUE PLAN (ARP) FUND			
Amount Received 2021	\$ 4,382,986.50	Updated	New
Amount Expected 2022	\$ 4,382,986.50	Since last update	
	\$ 8,765,973.00		

Encumbered by end of 2024; Spent by end of 2026

	Requested	Encumbered (2021)	Encumbered (2022)
Fire Departments			
Taconite Fire Department (Fire Hall Addition)	\$ 225,000.00	\$ 125,000.00	
Nashwauk Fire Department (Air Packs)	\$ 135,213.00	\$ 135,213.00	
Goodland Township Fire Department (Protective Gear Upgrade)	\$ 50,000.00	\$ 50,000.00	
Keewatin Fire Department (Turnout Gear/Equipment)	\$ 12,290.00	\$ 12,260.00	
Bigfork Fire Department (Health & Safety Equipment)	\$ 140,669.14	\$ 140,669.14	
Greenway Fire & Rescue (Emergency Frst Response Unit)	\$ 65,500.00	\$ 65,500.00	
Cohasset Fire & Rescue (SCBA Replacements)	\$ 124,000.00	\$ 124,000.00	
Trout Lake Fire Department (Personal Protective Equipment & Turn Out Gear)	\$ 47,656.00	\$ 47,656.00	
Warba-Feeley-Sago Fire Department (SCBA Replacements / Water Service)	\$ 44,981.00	\$ 44,981.00	
Deer River Fire Department (SCBA Replacements)	\$ 177,125.76	\$ 177,125.76	
Balsam Township Volunteer Fire Department (Gear Replacement)	\$ 24,950.00	\$ 24,950.00	
Balsam Township Volunteer Fire Department (Truck Fill Modification)	\$ 1,637.00	\$ 1,637.00	
Subtotal	\$ 1,049,021.90	\$ 948,991.90	\$ -

Cities / Townships and Non-Profits - 3/28/22 Allotted \$982,000	Allotted Amount Remaining:		\$ 982,000.00
City of Warba (Water & Sewer Update)	\$ 80,000.00		
City of Bigfork (Water Tower Repair & Reconditioning)	\$ 150,000.00		
City of Nashwauk (Storm Sewer / Water Main Improvements)	\$ 100,000.00		
City of Calumet (Well Pump House Improvements)	\$ 12,500.00		
City of Taconite (Water Tower Replacement Project)	\$ 1,302,907.00		
City of Deer River (Various Infrastructure Projects)	\$ 233,000.00		
City of Effie (Waste Treatment System, Building Demo, RV Park Infrastructure)	\$ 35,000.00		
City of Bigfork (Community & School Enhancement Project)	\$ 250,000.00		\$ 250,000.00
City of Marble (Wastewater Treatment Facility PER)	\$ 86,250.00		
City of Effie (INI Sewer & Storm Water) *see Community Projects	\$ 3,000.00		
City of Nashwauk / City of Keewatin (Joint Water Treatment Facility) *see Community P	\$ 100,000.00		
City of Marble (Water Tower Project) *see Community Projects	\$ 50,000.00		
City of Keewatin Police Department (Replacing Lost Wages & Sick Time)	\$ 6,000.00		
Harris Township (Fire Contracts)	\$ 50,000.00		
Splithand Township (Fire Protection)	\$ 7,910.00		
Wildwood Township (Fire Protection)	\$ 6,700.00		
Blackberry Township (Fire Protection)	\$ 20,000.00		
Spang Township (Fire Protection)	\$ 10,267.00		
Arbo Township (Fire Protection)	\$ 62,824.94		
City of Keewatin (Joint Sewer Project Issue)	\$ 175,000.00		
Boys & Girls Clubs of Grand Rapids and Greenway (Equity-Focused Services)	\$ 10,000.00		
Let's Go Fishing Itasca (Negative Economic Impacts)	\$ 20,000.00		
ElderCircle (Senior and Community Centers)	\$ 40,000.00	\$ 50,000.00	
Blackduck Ambulance	\$ 50,000.00		
Itasca County 4-H (Oven & Wiring)	\$ 1,900.00		
Subtotal	\$ 2,863,258.94	\$ 50,000.00	\$ 250,000.00

Broadband - 3/28/22 Allotted \$750,000	Allotted Amount Remaining:		\$ 750,000.00
Broadband Infrastructure	\$ 750,000.00		
Subtotal	\$ 750,000.00	\$ -	\$ -

Other - 3/28/22 Allotted \$710,500	Allotted Amount Remaining:		\$ 710,500.00
Nashwauk-Keewatin ISD 319 (Pre K-12 School Building)	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00
Greenway ISD 316 (Building Projects)	\$ 330,000.00		
Grand Rapids ISD 318 (Facility Renovations)	\$ 50,000.00		
Itasca County Family YMCA (Negative Economic Impacts)	\$ 50,000.00		
Kootasca Community Action (Weatherization Services)	\$ 35,235.00	\$ 35,235.00	
Mt. Itasca	\$ 25,000.00	\$ 25,000.00	
Warba Feeley Youth Baseball Program (Donation for Uniforms, Equip, Etc)	\$ 500.00		
IEDC			
Innovation Center (IEDC Airport Building)	\$ 250,000.00	\$ 150,000.00	
Tourism	\$ 80,000.00		
Itasca Area Summit	\$ 50,000.00	\$ 50,000.00	
Bigfork Project	\$ 49,500.00	\$ 49,500.00	
Northern Minnesota Historical Mine Tour (VGR)	\$ 65,000.00	\$ 65,000.00	
IEDC e2ip Building	\$ 200,000.00		
Subtotal	\$ 2,185,235.00	\$ 874,735.00	\$ 500,000.00

County - 3/28/22 Allocated \$1,000,000		Allocated Amount Remaining:		\$	1,000,000.00
Message Boards		\$	5,000.00		
Remaining Decontamination Trailer Items		\$	1,500.00		
EOC IT		\$	22,135.42		
Correctional Facility (Intercept Body Scanner)		\$	100,000.00		
Wellness Court		\$	150,000.00		
Court Process Review		\$	40,000.00	\$	40,000.00
Courthouse Server and Backup IT		\$	100,000.00		
Pictometry		\$	400,000.00		
EOC HVAC		\$	-		
I.T. Related Costs		\$	750,000.00		
Personal Protective Equipment (PPE)		\$	10,000.00		
Power DMS Software		\$	21,562.83		
Dispatch Upgrades (Appliances and Decontamination Shower)		\$	16,338.06		
Emergency Response Items		\$	13,249.24		
Land Department					
Fairgrounds					
Campgrounds		\$	220,000.00	\$	220,000.00
Grand Stands		\$	16,000.00	\$	16,000.00
Water Line Replacement		\$	15,000.00	\$	15,000.00
Driveway Replacement		\$	20,000.00		
Security Lighting		\$	8,000.00		
Commercial Building		\$	10,000.00		
Crackseal Parking Lots		\$	14,000.00		
Construction/Design of Food Court		\$	150,000.00		
Gunn Park					
ADA Inclusive Playset		\$	50,000.00		
ADA Inclusive Dock		\$	13,000.00		
Crackseal Parking Lots		\$	13,000.00		
New Signs & Kiosk		\$	15,000.00	\$	15,000.00
Bass Lake Park					
New Campsites		\$	51,930.00	\$	51,930.00
Electric		\$	62,850.00	\$	62,850.00
Maintenance		\$	25,000.00	\$	25,000.00
Amenities		\$	60,000.00	\$	60,000.00
Project Frontier / Huber - Prepaid Tax Abatement		\$	2,000,000.00	\$	2,000,000.00
Highway 169 Cross Range Expressway		\$	36,500.00	\$	36,500.00
Itasca County Search & Rescue		\$	60,281.90		
Itasca County HR (Electronic Smart Board)		\$	10,000.00		
Boardroom Updates (AVI)		\$	65,000.00		
Subtotal		\$	4,545,347.45	\$	2,502,280.00
Total		\$	11,392,863.29	\$	4,376,006.90
Remaining (2021)		\$	6,979.60		
Remaining (2022)				\$	3,442,986.50
Unallocated Amount Remaining				\$	7,466.10



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 19, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2345

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair

AGENDA ITEM:

American Rescue Plan (ARP) Fund Requests

BOARD ACTION REQUESTED:

Discuss remaining ARP Fund requests.

BACKGROUND:

New Requests and/or Updates include the following:
Itasca County HR (Electronic Smart Board)
Boardroom Updates (AVI)

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. AVI Retail Sales Agreement

Motion To: Direct staff to release the \$125,000 payment to Taconite Fire Department, as previously approved, contingent upon completion of the project by June 2025.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$108,916.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$50,000), Splithand (\$7,910), Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$62,824.94) Townships.

RESULT:	FAILED DUE TO LACK OF A SECOND
MOVER:	Commissioner Burl Ives

Motion To: Approve the use of \$88,885.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$29,969), Splithand (\$7,910),

Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$14,039.38) Townships, as amended.

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Leo Trunt, Burl Ives
NAYS:	Davin Tinquist, Terry Snyder, Ben DeNucci

Motion To: Match Beltrami County's contribution to Blackduck Ambulance up to \$10,000 for equipment requests.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Add the City of Bovey request in the amount of \$50,000 for business park site prep and infrastructure, previously listed under Community Projects, back to the spreadsheet.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
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RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Approve the use of up to \$629,622 in ARP Funds from the Broadband allocation for the Zone N project with Paul Bunyan Communications and direct County Administrator Brett Skyles to negotiate with the vendor.

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MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
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NAYS:	Burl Ives

Motion To: Approve the use of \$350,000 in ARP Funds from the Other allocation for the Greenway ISD 316 request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$50,000 in ARP Funds (\$30,000 from the Cities/Townships and Non-Profits allocation and \$20,000 from the Other allocation) for the Grand Rapids ISD 318 to be used for the Community & School Enhancement Project in Bigfork.

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MOVER:	Commissioner Burl Ives
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Motion To: Approve the use of \$500 in ARP Funds from the Other allocation for the Warba Feeley Youth Baseball Program request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$80,000 in ARP Funds from the Other allocation for the IEDC Tourism request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
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Motion To: Approve the use of \$200,000 in ARP Funds from the Other allocation for the IEDC e2ip Building request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve the use of \$50,000 in ARP Funds from the Other allocation for the Itasca County Family YMCA request, to be used for pavilion, fire alarm, and temperature control projects.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Earmark \$600,000 in ARP Funds from the County allocation for the I.T. Related Costs request.

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner

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

Motion To: Approve the use of \$60,281.90 in ARP Funds from the County allocation for the Itasca County Search & Rescue request.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Earmark an additional amount up to \$36,500 from the County allocation for the Highway 169 Cross Range Expressway.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Retail Sales Agreement



AVI Systems Inc., 9675 W 76th St Eden Prairie, MN, 55344 | Phone: (952)949-3700, Fax: (952)949-6000

Proposal Number: 1112670
Prepared For: Itasca County
Attn: Amanda Schultz

Proposal Date: April 14, 2022

Itasca County - Boardroom VC Updates

Prepared By: Erik Speer
Phone: (952)905-7961
Email: Erik.Speer@avisystems.com

BILL TO

Attn: Amanda Schultz
Itasca County
123 Ne 4th Street, Rm 205
Grand Rapids, MN, 55744
Phone: (218)327-7415
Email:
Customer Number: 43305

SITE

Attn: Amanda Schultz
Itasca County
123 Ne 4th Street, Rm 205
Grand Rapids, MN, 55744
Phone: (218)327-7415
Email:

COMMENTS

All pricing is from U of M contract U140.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$31,571.38
Integration	\$22,646.25
PRO Support	\$9,000.00
Shipping & Handling	\$1,729.00
Tax	\$0.00
Grand Total	\$64,946.63

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: Itasca County would like to update the boardroom technology to be able to host hybrid audio and videoconference meetings as well as to add to the number of displays in the room to increase viewing angles.

B. SYSTEM DESCRIPTION: Itasca County Boardroom

- Functionality Description: Itasca County is looking to add additional functionality to the room to be able to host hybrid meetings when the system is being run by ICTV staff and when the room is being used without that staff.
- Displays:
 - On the wall behind the dais-
 - Existing display will be removed.
 - Any patching of the walls will be done by others.
 - Two new 65" displays will be wall mounted for increased viewing angles.
 - Exact locations TBD.
 - Power to be provided by others, AVI to supply elevation showing where power is to be located.
 - Behind the display AVI will install a scaling receiver that will accept the signal sent via Shielded CAT6A to the display and scale to the resolution of the display.
 - One new 43" display will be mounted on each side of the room.
 - One display will be ceiling mounted near the column by the windows.
 - Power to be provided by others, AVI to supply elevation showing where power is to be located.
 - Behind the display AVI will install a scaling receiver that will accept the signal sent via Shielded CAT6A to the display and scale to the resolution of the display.
 - One display will be wall mounted in the entrance hallway pointed back to the seating area on a swing arm.
 - Power to be provided by others, AVI to supply elevation showing where power is to be located.
 - Behind the display AVI will install a scaling receiver that will accept the signal sent via Shielded CAT6A to the display and scale to the resolution of the display.
 - One 65" Newline display will be mounted in the back of the room for a supplemental content display and also to provide an all-in-one video conferencing system for standalone meetings in that area.
 - Newline display is a 4K multi-touch display with built in mic array, speakers and dual cameras.
 - Power to be provided by others, AVI to supply elevation showing where power is to be located.
 - This display will mirror content in the room when large room meetings are in session and can be used as a standalone conferencing device for meetings in the back area of the room.
- Source Devices:
 - Owner is to provide a dedicated PC for use in this room for presentations well as UC conferencing
 - This PC will connect into a new Vaddio bridge system for hosting conferencing.
 - Existing HDMI wall plate will continue to be used for sharing from laptops within the room.
- Audio:
 - Existing discussion mic system will be reused and incorporated into new conferencing system.
 - AVI will supply new DSP that will accommodate all mic/line inputs and outputs, this DSP will provide the echo cancellation / equalization / Phone connection for the room.
 - Existing speakers and DSP will be reused.
- Conferencing:
 - AVI will provide and install (1) new Pan Tilt Zoom (PTZ) camera to supplement existing (2) cameras and send that video back into the dedicated PC for sharing to the far end of a video call.
 - The Dedicated PC will be used for all UC conference calls.
- Switching:
 - AVI will reuse existing Digital Media Presentation System (DMPS) that has (6) HDMI inputs, (2) Digital Media Inputs, (2) HDMI outputs, (2) Digital Media outputs as well as a control processor. In the current configuration that will be open HDMI inputs / output for future growth.
- Controls:

- AVI will provide and install (2) 10" control panels- one will be located on the equipment rack in the control room and the other at the dais for the clerk to operate.
- Controls to include:
 - System On/Off
 - Displays On/Off
 - Select mode
 - Operated from control room or from dais
 - Source routing that allows any source to be shared on either display.
 - Audio Conference capabilities provided VOIP or POTS phone lines are provided
 - Audio Conference controls to include:
 - Dialing
 - Answering
 - Volume up / Down / Mute
 - Camera selection and controls
 - Camera controls to include:
 - Camera selection
 - Picture in Picture (PIP) on/off if desired
 - Pan
 - Tilt
 - Zoom
 - Volume Control
 - Mic Mute
- Equipment Location:
 - AVI will install new equipment in existing rack in the control room.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS: {Intentionally Left Blank after the D.}

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.

- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications

- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

ENGINEERING SERVICES TO BE PROVIDED

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative “design team” approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise it shall follow this general outline:

AV Program Review / Verification – The AVI Systems design team will obtain from the Customer operational specifications desired of the audio and video systems within the designated facility. Additional facility information will be required including the building’s electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized.

During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

Budget Verification – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

Initial Design – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” will be established with all parties to facilitate timely submittals and help manage Customer’s end cost. All changes are to be reviewed and approved by all parties.

Final Systems Design – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will typically work off of background drawings from an architect under contract to the Customer, entering AV specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

Project Specifications Document – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

- AVI Systems 2 Year Pro Support plan is included in this proposal.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite response within 2 business days, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Not Included	One System Health Check per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as tabletop LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
New Displays					
OFE	OWNER	Owner Furnished Equipment - Display behind Dias on Mount	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - DM-RMC-4K-Scaler and Cabling	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - 43" NEC Display	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - DM-RMC-4K-Scaler and Cabling	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - 24" NEC Display	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - HD-TX/RX set and cabling	1	\$0.00	\$0.00
TT-6522Z-UC	NEWLINE	650Z 4K LED Multi-touch Display (Capacitive Touch) w/ USB Type-C + 4K Camera & OPS	1	\$5,113.75	\$5,113.75
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount X-Large	1	\$318.50	\$318.50
CSMP9X12	CHIEF	PROXMOUNT PLATE9X12	1	\$39.90	\$39.90
DM-RMC-4KZ-100-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	1	\$643.50	\$643.50
FW43BZ30J	SONY	Sony FW-43BZ30J - 43" Diagonal Class BRAVIA Professional Displays LED-backlit LCD display - digital	1	\$673.63	\$673.63
TS525TU	CHIEF	THIN SWING ARM (LARGE)	1	\$497.70	\$497.70
CSMP9X12	CHIEF	PROXMOUNT PLATE9X12	1	\$39.90	\$39.90
DM-RMC-4KZ-100-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	1	\$643.50	\$643.50

FW43BZ30J	SONY	Sony FW-43BZ30J - 43" Diagonal Class BRAVIA Professional Displays LED-backlit LCD display - digital	1	\$673.63	\$673.63
CMA330	CHIEF	OFFSET FIXED CEILING PLATE 1-1/2 NPT	1	\$51.10	\$51.10
CMS0406	CHIEF	ADJ. PIPE 48" TO 72"	1	\$148.40	\$148.40
LCM1U	CHIEF	SINGLE CEILING MOUNT LARGE BLACK	1	\$321.30	\$321.30
CSMP9X12	CHIEF	PROXMOUNT PLATE9X12	1	\$39.90	\$39.90
DM-RMC-4KZ-100-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	1	\$643.50	\$643.50
Sub-Total: New Displays					\$9,848.21
Displays Behind Dais					
FW65BZ30J	SONY	Sony FW-65BZ30J - 65" Diagonal Class BRAVIA Professional Displays LED-backlit LCD display - digital	2	\$1,258.46	\$2,516.92
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount Large	2	\$268.80	\$537.60
OFE	OWNER	Owner Furnished Equipment - DM-RMC-4K-Scaler	1	\$0.00	\$0.00
DM-RMC-4KZ-100-C	CRESTRON	DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	1	\$643.50	\$643.50
Sub-Total: Displays Behind Dais					\$3,698.02
Sources					
OFE	OWNER	Owner Furnished Equipment - Dedicated PC Located out in Dias used for Presentation and UC calling	1	\$0.00	\$0.00
HD-EXT-USB-2000-C	CRESTRON	4K HDMI® & USB over HDBaseT® Extender 2000	1	\$1,001.00	\$1,001.00
OFE	OWNER	Owner Furnished Equipment - Laptop connection at Lectern with VGA and HDMI	1	\$0.00	\$0.00
OFE	OWNER	Owner Furnished Equipment - Laptop connection at Dias with VGA and HDMI	1	\$0.00	\$0.00
Sub-Total: Sources					\$1,001.00
Audio Upgrades					
OFE	OWNER	Owner Furnished Equipment - Shure Delegate Mic System	1	\$0.00	\$0.00
TESIRAFORTE AVB VT	BIAMP	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128	1	\$2,860.00	\$2,860.00
TESIRACONNECT TC-5	BIAMP	5-port expansion device	1	\$877.50	\$877.50
TESIRA EX-UBT	BIAMP	PoE AVB/USB expander with Bluetooth® wireless technology	1	\$500.50	\$500.50
U1V	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	1	\$43.80	\$43.80
Sub-Total: Audio Upgrades					\$4,281.80
Conferencing					
OFE	OWNER	Owner Furnished Equipment - ProductionView HD-SDI MV Bundle - 999-5655-120 (3 Cameras + Switcher / C	1	\$0.00	\$0.00
999-99300-000W	VADDIO	ROBOSHOT 12E SDI WHT	1	\$3,239.25	\$3,239.25
535-2000-206	VADDIO	SUSPENDED CEILING PTZ CAMERA MOUNT	1	\$99.75	\$99.75
999-2225-150	VADDIO	IN-CEILING HALF-RECESSED ENCL. ROBOS	1	\$789.00	\$789.00
OFE	OWNER	Owner Furnished Equipment - SDI DAs	1	\$0.00	\$0.00
U-TAP-SDI	AJA	HD/SD USB 3.0 capture device WITH 3G-SDI input	1	\$319.20	\$319.20

Sub-Total: Conferencing **\$4,447.20**

Switching

OFE	OWNER	Owner Furnished Equipment - DMPS3-4K-350-C	1	\$0.00	\$0.00
MS-1212	PAKEDGE	Pakedge® MS Series Layer 3 Managed Switch with OvrC 12 1G PoE+, 190W, 2 10G SFP+	1	\$740.95	\$740.95
DM-DA4-4K-C	CRESTRON	1:4 4K HDMI® to DM 8G+® & HDBaseT® Splitter	1	\$1,930.50	\$1,930.50
PW-5430DUS	CRESTRON	High-Efficiency Power Pack	1	\$214.50	\$214.50

Sub-Total: Switching **\$2,885.95**

Controls

OFE	OWNER	Owner Furnished Equipment - DMPS3-4K-350-C	1	\$0.00	\$0.00
TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	2	\$2,145.00	\$4,290.00

Sub-Total: Controls **\$4,290.00**

Recording

HELO	AJA	H.264 HD/SD recorder and streaming appliance	1	\$1,119.20	\$1,119.20
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Sub-Total: Recording **\$1,119.20**

Rack Equipment

OFE	OWNER	Owner Furnished Equipment - Winsted Council	1	\$0.00	\$0.00
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Sub-Total: Equipment **\$0.00**

Engineering, Installation, Programming, Training

Sub-Total: Labor **\$22,646.25**

Sub-Total: **\$0.00**

Total: **\$54,217.63**

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	2 Years System Support Agreement	1.0000	\$9,000.00	\$9,000.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. Changes In The Scope of Work – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

2. Ownership and Use of Documents and Electronic Data – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

3. Proprietary Protection of Programs – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.

4. Shipping and Handling and Taxes – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.

5. Title – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.

6. Security Interest – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI

7. Risk of Loss or Damage – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.

8. Receiving/Integration – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

9. Equipment Warranties – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. General Warranties – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 19, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2328

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Schedule Special Session

BOARD ACTION REQUESTED:

Schedule Special Session Re: American Rescue Plan (ARP) Funding.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, June 7, 2022 beginning at 10 AM in the Boardroom of the Itasca County Courthouse.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci