



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 17, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Pull Items #5.6 (Application for Repurchase of Tax-Forfeited Parcel by Estate of Barbara Hahn), #6.3 (Reallocation in Management Information Systems Department), #6.5 (Emergency Management Update - Sheriff's Office); add Item #6.7 (2023 Board Objectives and Priorities); pull Item #5.1 (2023 Flaherty & Hood Agreement) and add as Item #6.8; and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 10, 2023 County Board Regular Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dermatology Professionals, a dermatology specialty facility.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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3. Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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4. Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

5. Adopt the Resolution Re: Repurchase of All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58, Range 23, as fully described in the Resolution by Bruce Alan Conway

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

7. Approve and authorize necessary signatures to execute the Inger Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

8. Approve and authorize necessary signatures to execute the Bigfork Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

9. Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

10. Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the December 13-16, 2022 winter storm and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Master Services Agreement for Eagleview Pictometry and Recorder's Compliance Fund Request

County Assessor Amber Peratalo provided information regarding the request to approve the Master Services Agreement between Itasca County and Eagleview Pictometry; authorize deviation from the Itasca County Indemnification and Insurance policy as outlined in the agreement under Sections 7.1, 7.3, and 8.1; approve the request to utilize the Recorder's Compliance Fund; and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/24/2023 2:30 PM

4. Highway 169 Cross Range Expressway Update

Flaherty & Hood representative Shane Zahrt provided an update on the Highway 169 Cross Range Expressway.

RESULT: INFORMATIONAL - NO ACTION TAKEN

6. Jail Update

Sheriff Joe Dasovich provided a jail update, including information regarding project schedule, budget, and change orders.

It was the consensus of the County Board to request monthly project updates beginning in March, as well as notification of any high dollar change orders.

RESULT: INFORMATIONAL - NO ACTION TAKEN

7. 2023 Board Objectives and Priorities

It was the consensus of the County Board to establish the following items as Board Objectives and Priorities for 2023: 1) Roads, 2) Huber/Logging/UPM Blandin, 3) Budget, 4) Public Safety, 5) County Operations, 6) VRBOs, 7) Mining, 8) Land Management Issues, and 9) County-wide Tours of Buildings and Coffee with the County Events.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. 2023 Flaherty & Hood Agreement

County Administrator Brett Skyles provided information regarding the request to approve the 2023 Agreement with Flaherty & Hood to continue Legislative and coalition work regarding the Hwy 169 Expressway.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/24/2023 2:30 PM
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VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Western Mesabi Mine Planning Board (WMMPB) meeting, as well as a meeting with Community Economic Development Associates (CEDA)/Sarah Carling.

Commissioner Johnson reported on his attendance at a recent Grand Rapids/Itasca County Cooperating Committee meeting.

Commissioner Snyder reported on his attendance at recent Grand Rapids/Itasca County Cooperating Committee, Fairgrounds Park Committee, Itasca Economic Development Corporation (IEDC), and Itasca County Township Association (ICTA) meetings, as well as various township meetings and a meeting held with the Minnesota Department of Natural Resources (DNR) and County staff regarding the consideration of changing lands from a conservation fund to something else.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding concerns he has received relating to the Huber project and the pulling of their environmental permits, which was done so that the permits wouldn't expire and have to be reapplied for.

Commissioner Ives provided comment regarding the bonds for the Correctional Facility/Courts project consisting of one \$25 million General Obligation Justice Center Bond and one \$50 million Jail Bond for a total of \$75 million in bonds. Commissioner Ives also provided comment regarding the Trails Task Force and invited Commissioner attendance.

Commissioner Snyder provided comment regarding the desire to have a schedule of upcoming Legislative Updates to the County Board.

Commissioner Johnson and Snyder provided comment regarding the Probation short-funding issue.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4:30 PM.

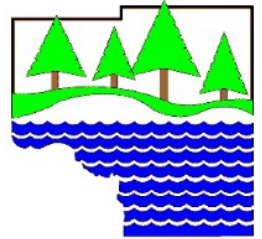
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



January 17, 2023

Chair:

PULL:

1. Item #6.3 (Reallocation in Management Information Systems (MIS) Department)
2. Item #6.5 (Emergency Management Update – Sheriff's Office)

ADDITIONS:

1. Item #6.7 (2023 Board Objectives and Priorities)

CHANGES: None

INFORMATIONAL:

1. Item #6.2 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 10, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 3, 2023 County Board Organizational/Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Adopt the Resolution Re: Repurchase of Lot Eighteen (18), Birch Park by John Bacigalupo Jr.

VI. REGULAR AGENDA

1. Receive Citizen Input
No citizen input provided.

2. Recognition of County Employees

The following employees were recognized:

Welcome to new employee Tami Krtinich, Managed Care Nurse, Health & Human Services Department, IMCare Division, effective December 19, 2022.

Congratulations to Lisa Munger who has accepted a job transfer from Child Support Officer, HHS, to Eligibility Specialist, HHS, effective December 25, 2022.

Welcome to new employee Becky Sutherland, Legal Secretary, Probation Dept., effective December 28, 2022.

Farewell to Jestine Casey whose last day as a Legal Secretary, County Attorney's Office was December 12, 2022 after 2 months of service.

Welcome to new employee Kristina Schumacher, Public Health Nurse, HHS, Public Health division, effective January 3, 2023.

Farewell to Roger Mann whose last day as Network Telecommunications Specialist, MIS Department will be March 14, 2023 (last day in office 12/30/22) after over 24 years of service.

Congratulations to Hollie Hornstra who has accepted a job transfer from Accounting Technician to Payroll Specialist, Auditor/Treasurer's Office, effective December 25, 2022.

Welcome to new employee Elizabeth (Buffy) Dege, Eligibility Specialist, HHS Family Services Division, effective January 3, 2023.

Welcome to new employee Matt Norton, Eligibility Specialist, HHS Family Services Division, effective January 9, 2023.

Welcome to Nathaniel Grossell, Deputy Sheriff/Road Deputy, Sheriff's Department, effective December 28, 2022.

Welcome to Craig Wiita, Deputy Sheriff/Road Deputy, Sheriff's Department, effective January 3, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 13, 2023, in the amount of \$753,669.24.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSTAIN:	Casey Venema

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2022, in the amount of \$2,159,798.48.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. Off Sale Liquor License

Motion To: Approve New Off Sale Liquor License for River Rat One Stop LLC, located at 38480 US Highway 2, Cohasset MN 55721.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

6. General Obligation Justice Center Bonds, Series 2023A

Motion To: Adopt the Resolution Re: Awarding the Sale of General Obligation Justice Center Bonds, Series 2023A, in the Original Aggregate Principal Amount of \$24,515,000, Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

7. Salary Discussion

Motion To: Reconsider the previously set 2023 salary for Auditor/Treasurer, reducing the salary from \$112,000 to \$108,500.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. Reallocation in Veteran Services Department

Motion To: Approve the reallocation of one (1) Eligibility Specialist position to an Assistant County Veteran Service Officer (ACVSO) position in the Veterans Service Office and authorize filling of the ACVSO position.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

9. Project Labor Agreements for 2023 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2023 Transportation Department Projects - Project Labor Agreements Worksheet".

RESULT: APPROVED (4 TO 1)
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS: John Johnson

10. Sheriff Update

Sheriff Joe Dasovich provided a Sheriff's Department Update, including information regarding 2022 numbers for Class A offenses, call for service, and out of county housing.

RESULT: INFORMATIONAL - NO ACTION TAKEN

11. Sheriff Office Hiring Process

Motion To: Change the hiring process for the Sheriff's Office to include the utilization of both the Sheriff Civil Service Commission and Human Resources per the document entitled "Future Process."

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment in regard to getting acclimated to his role as County Commissioner.

Commissioner Smith provided comments regarding support for area snowmobile trails and the selection of Judy Hart to the Minnesota Department of Natural Resources (DNR) Walleye Work Group.

Commissioner Johnson provided comments regarding his visit to the Jail Project, as well as his attendance at the recent Itasca County Township Association (ICTA) meeting.

Commissioner Snyder provided comments regarding his attendance at the recent Itasca County Township Association (ICTA) meeting, as well as a meeting held with the Minnesota Department of Natural Resources (DNR) and County staff regarding the consideration of changing lands from a conservation fund to something else.

Commissioner Ives provided comments regarding the relationship between the Minnesota Department of Natural Resources (DNR) and Itasca County, as well as his attendance at the recent Itasca County Township Association (ICTA) meeting.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Ives adjourned the meeting at 3:17 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, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2701

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Dermatology Professionals

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dermatology Professionals, a dermatology specialty facility.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 20230111085844463
2. Provider Participation Agreement 2020 - 10.01.17

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2704

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract Extension with ISD 317 Anishinaabe Education

BOARD ACTION REQUESTED:

Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

BACKGROUND:

Itasca County Public Health received a Bush Innovation Grant in 2020 to address outcomes for youth involved in the child protection system and are moving into the juvenile justice system. The grant was extended due to the pandemic. ISD 317 Anishinaabe education staff conducted some information gathering with youth involved in the system and they need additional time to compile data. The grant with ISD 317 will extend until March 31, 2023.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. ISD 317 POS Agreement 2023

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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ITASCA COUNTY HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and ISD 317, Anishinaabe Education, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 1-1-2023 THROUGH 3-31-2023.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide interviews and information gathering for Whole Families Initiative; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

- B. Delivery of Purchased Services:
 - 1. Purchased Services will be provided to Itasca County Health and Human Services and Bush grant core team.
- C. Safeguard of Client and Provider Information:
 - 1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 164 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - 2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.
- D. Safeguard of Itasca County Public Health Program Information:
 - 1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.
- E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
 - 1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and

Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from Bush Foundation sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

- I. Contractor Interested in Agreement:
 - 1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 - 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
 - 1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 - 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 - 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
 - 1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 - 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its grant agreement with the Bush Foundation.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Bush Foundation grant agreement obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.

C. Monitoring and Evaluation:

1. Performance of the Contractor will be monitored in accordance with outcomes.

D. Payment for Purchased Services:

1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$35 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.

Commented [LG1]: Must include a specific description of payment arrangements.

E. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and these records belong to the Agency.

F. Audit and Record Disclosures:

1. The Contractor Shall:
 - a. Make available financial and statistical reports to the Agency regarding services described the Delegation Agreement.

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel

authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
ISD 317 Representative

DATED _____

Exhibit A
Itasca County Public Health

ISD 317, Anishinaabe Education will:

1. Provide interviews and information gathering for Whole Families Initiative to 15-20 Leech Lake Band of Ojibwe families involved with the justice and/or child and family protective services systems to learn about family experiences utilizing guidance document provided by Whole Families Team.
2. Identify key themes emerging from these interviews to the Whole Families Core Team.

Commented [LG2]: Need to determine if this is needed when a delegation agreement is in place. If not, may need to update the contract to remove the "Exhibit A" language as needed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2700

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 18 Railroad Crossing Surface Agreement

BOARD ACTION REQUESTED:
Approve the Crossing Surface Installation Agreement between Itasca County and BNSF.

BACKGROUND:
Under this agreement, the railroad crossing surface on CSAH 18 will be replaced by BNSF. Costs will be shared by both parties. Itasca County's project costs will be funded by state aid.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. BF-20235406#097720M_Original_PP - 108 - Crossing Surface Installation_REV2

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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Contract Number: BF-20235406

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20235406
Mile Post 131.14
Line Segment 30
U.S. DOT Number 097720M
Lakes Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between **ITASCA COUNTY** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

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

WHEREAS, BNSF & AGENCY desires to replace the existing concrete crossing surface at CSAH 18 with a new concrete crossing surface;

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

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 32 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at CSAH 18. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");



Contract Number: BF-20235406

- B. Installation of advance warning signs in accordance with the MUTCD;
- C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- D. Provide suitable drainage, both temporary and permanent;
- E. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;
- F. Construct concrete sidewalk surface on approaches to each track, if desired; and
- G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company Eight Hundred and No/100 Dollars (\$800) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Twenty Five Thousand Six Hundred and No/100 Dollars (\$25,600).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the CSAH 18 crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the CSAH 18 Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.



Contract Number: BF-20235406

- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at CSAH 18 and the new crossing surface on both sides of the track.

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



Contract Number: BF-20235406

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

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

ITASCA COUNTY

By: _____

Printed Name: _____

Title: _____



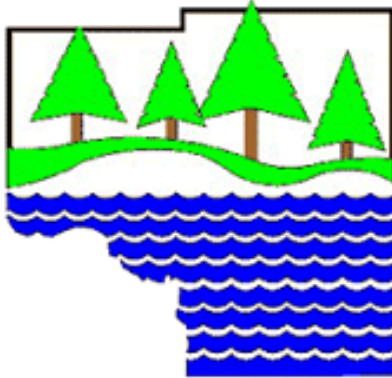
Contract Number: BF-20235406

EXHIBIT A



Contract Number: BF-20235406





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2694

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Bruce Alan Conway

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58, Range 23, as fully described in the Resolution by Bruce Alan Conway

BACKGROUND:

This property forfeited October 31, 2022 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application Conway executed
2. Location_Map

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

RESOLUTION

RE: REPURCHASE OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE SE), SECTION 21, TOWNSHIP 58 NORTH, RANGE 23, WEST OF THE FOURTH PRINCIPAL MERIDIAN

WHEREAS, the property being repurchased is described as follows:

Commencing at the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 89 degrees 10 minutes 08 seconds East, along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 224.23 feet; thence North 31 degrees 25 minutes 14 seconds East a distance of 97.47 feet to the point of beginning; thence North 31 degrees 25 minutes 14 seconds East a distance of 342.70 feet; thence North 89 degrees 15 minutes 51 seconds East a distance of 133.95 feet to the westerly right-of-way line of road easement; thence south 11 degrees 30 minutes 26 seconds West, along said Right of Way line, a distance 163.20 feet to the beginning of a tangential curve, concave to the Northwest and having a radius of 67.00 feet; thence Southwesterly along said curve, a distance of 76.18 feet; thence South 76 degrees 39 minutes 23 seconds West, along said right-of-way line, a distance of 121.89 feet to the point of beginning of a tangential curve, concave to the Southeast and having a radius of 283.00 feet; thence Southwesterly, along said curve, a distance of 125.17 feet to the point of beginning and there terminating. Itasca County, Minnesota.

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

WHEREAS, the applicant, Bruce Alan Conway, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

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

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Bruce Alan Conway, subject to payment including taxes, penalties and interest of \$409.61; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$782.26.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County,
Minnesota:

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

**All that part of the Northeast Quarter of the Southeast Quarter (NE SE)
located in Itasca County
SECTION 21, TOWNSHIP 58, RANGE 23, more particularly described in attached
Exhibit A**

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

That said land forfeited to the State on the 31st day of October, 2022

That such taxes became delinquent 2018 and remained delinquent and unpaid for the subsequent years of 2018-2022.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Seven hundred Eighty-two and 26/100ths Dollars (\$782.26), which includes (taxes, penalties & interest \$409.61; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

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

owns adjacent property

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

Dated 12-30, 2022

[Signature]
Applicant

Applicant

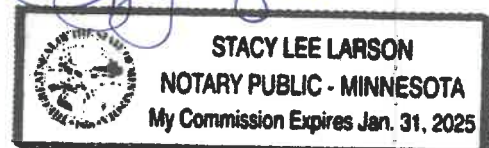
State of Minnesota, } ss.

County of **Itasca**

Washington
Bruce Alan Conway, a married man, being duly sworn, deposes and says: that he is the applicants and petitioners in the forgoing petition; that he has read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

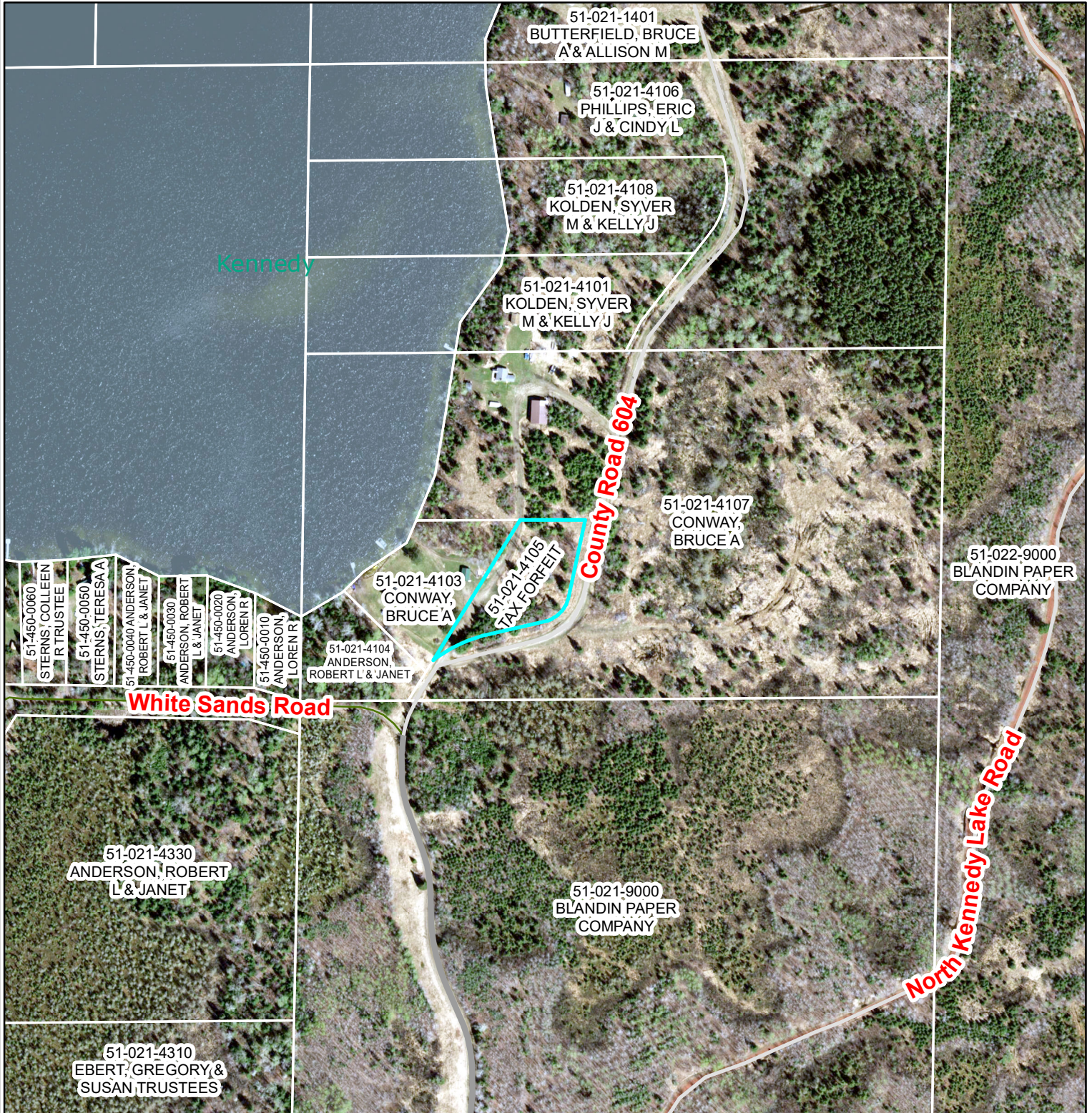
30 day of December, 2022



All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section 21, Township 58 North, Range 23 West of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of said Northeast Quarter of the Southeast Quarter; thence North 89 degrees 10 minutes 08 seconds East, along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 224.23 feet; thence North 31 degrees 25 minutes 14 seconds East a distance of 97.47 feet to the point of beginning; thence North 31 degrees 25 minutes 14 seconds East a distance of 342.70 feet; thence North 89 degrees 15 minutes 51 seconds East a distance of 133.95 feet to the westerly right-of-way line of road easement; thence south 11 degrees 30 minutes 26 seconds West, along said Right of Way line, a distance 163.20 feet to the beginning of a tangential curve, concave to the Northwest and having a radius of 67.00 feet; thence Southwesterly along said curve, a distance of 76.18 feet; thence South 76 degrees 39 minutes 23 seconds West, along said right-of-way line, a distance of 121.89 feet to the point of beginning of a tangential curve, concave to the Southeast and having a radius of 283.00 feet; thence Southwesterly, along said curve, a distance of 125.17 feet to the point of beginning and there terminating. Itasca County, Minnesota.

Repurchase of Parcel 51-021-4105
Pt of NE SE, Sec 21-58-23



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.



0250100





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2709

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Estate of Barbara Hahn

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Part of Government Lot Seven (7) and Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian by the Estate of Barbara Hahn.

BACKGROUND:

This property forfeited October 31, 2017 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Application executed Hahn
2. Location_Map
3. Exhibit A legal Hahn

01/17/2023

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

RESOLUTION

RE: REPURCHASE OF PART OF GOVERNMENT LOT SEVEN (7) AND GOVERNMENT LOT TEN (10), SECTION THIRTY-TWO (32), TOWNSHIP ONE HUNDRED FORTY-SIX (146) NORTH, RANGE TWENTY-SIX (26) WEST OF THE FIFTH PRINCIPAL MERIDIAN, DESCRIBED ON ATTACHED EXHIBIT A.

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

WHEREAS, the applicant, Rex Hahn, on behalf of the Estate of Barbara L. Hahn, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described above, and

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

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Rex Hahn, subject to payment including taxes, penalties and interest of \$8,711.43; deed tax \$28.75; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00; well certificate \$50.00; County Sheriff fee \$150.00; Certified copy fee \$13.00 for a total of \$9,324.18.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County, Minnesota

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

Part of Government Lot Seven (7) and Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described in the attached Exhibit A.

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

That said land forfeited to the State on the 31st day of October, 2017

That such taxes became delinquent 2013 and remained delinquent

and unpaid for the subsequent years of 2014-2022

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Nine Thousand Three Hundred twenty-four and 18/100th Dollars (\$9,324.18), which includes (taxes, penalties & interest \$8,711.43; plus deed tax \$28.75; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00; well certificate fee of \$50.00; County Sheriff Service fee of \$150.00; Certified copy fee of \$13.00)

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

This will allow the current resident, Pat Fairbanks, the opportunity to continue living there

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

Dated 1-11, 2023

Barbara L. Hahn
Applicant

Applicant

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

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

Subscribed and sworn to before me this

11th day of January, 2023
Samantha Thomas
Reg # 7992289 EXP: 5/31/2026

Samantha Thomas



Repurchase of Parcel 76-032-3111/4304
Pt Lots 7 & 10, Sec 32-146-26



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.



37294 State Hwy 46
Deer River, MN 56636

05000

Feet

Exhibit A

All that part of Government Lot Ten (10), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, lying East of Trunk Highway No. 46 and northwesterly of the following described line: The point of beginning being the meander corner on the North boundary of said Lot 10, a distance of 630.19 feet East of the Northwest corner of said Lot 10; thence at an angle of 48 degrees 44 minutes measured from west to southwest to intersect the easterly right of way of said highway and there terminate.

and

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7 is assumed an east and west bearing and the point of beginning being a point on the northeasterly right of way of State Highway No. 46 a distance of 42.43 feet north and 1817.8 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 101.37 feet; thence north 70 degrees 05 minutes east a distance of 104.67 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes East along the shore of lake a distance of 100 feet; thence South 71 degrees 41 minutes West a distance of 91.33 feet to the point of beginning.

And

A tract of land situated in Government Lot Seven (7), Section Thirty-two (32), Township One Hundred Forty-six (146) North, Range Twenty-six (26) West of the Fifth Principal Meridian, more particularly described as follows:

The south boundary of said Gov't Lot 7, is assumed an east and west bearing and the point of beginning being a point on the south boundary and the intersection of the northeasterly right of way highway no. 46, a distance of 1853.76 feet east of the Southwest corner of said Gov't Lot 7; thence north 40 degrees 17 minutes west along said right of way a distance of 55.62 feet; thence north 71 degrees 41 minutes east a distance of 91.33 feet to the shore of Little Ball Club Lake; thence south 32 degrees 34 minutes east along the shore of lake a distance of 84.40 feet to intersect the south boundary of said Gov't Lot 7; thence west along south boundary a distance of 96.17 feet to the point of beginning.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2705

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Inger Tower Site Amendment #1 to Lease # L-379

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures to execute the Inger Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

BACKGROUND:
The MN DNR is requesting an extension of the terms of the original tower site agreement which expired October 31, 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. L-379 Amendment 1

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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STATE OF MINNESOTA
AMENDMENT OF LICENSE

Amendment No. 1

License No. L-379

THIS AMENDMENT No. 1 to License No. L-379 is made by and between Itasca County, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Natural Resources; Region 2.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-379, dated December 8, 2017, involving the License of an antenna space on LICENSOR'S tower, together with space in LICENSOR'S equipment shelter for LICENSEE'S communications equipment located on or within that certain real property more fully described as the Inger Tower with coordinates of Latitude: North 47 degrees, 33 minutes, 59.7 seconds and Longitude: West 93 degrees, 58 minutes, 13.1 seconds, together with a parcel of land located at 47743 So. Portage Lake Trail, Bowstring, County of Itasca, Minnesota, 56636;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of License No. L-379 effective as of the date set forth herein.

1. **RENEWAL TERM** This License shall be renewed for a period of five (5) years, commencing November 1, 2022 and continuing through October 31, 2027 ("Renewal Term"), at the same terms and conditions as set forth in the License, except as otherwise provided herein.
2. **FEE**
 - 2.1 **Fee** LICENSEE shall pay LICENSOR fee for the Renewal Term in the sum of one thousand five hundred and no/100 dollars (\$1,500.00), payable in equal annual installments of three hundred and no/100 dollars (\$300.00) at the end of October of each year of the Renewal Term.
 - 2.2 **Fee Billing Address** LICENSOR shall mail or personally deliver all original bills and statements to LICENSEE at the following address:

Accounts Payable
Department of Natural Resources; Region 2
1201 E Highway 2
Grand Rapids MN 55744

- 2.3 Fee Payment Address LICENSEE shall pay via electronic payment, mail or deliver each monthly Fee payment at the end of October of each year of the Renewal Term to LICENSOR at the following address:

Itasca County Sheriff's Dept
440 NE 1st Ave
Grand Rapids MN 55744

3. **SMOKING**

- 3.1 Deletion Section 18 of the License is deleted and of no further force and effect and is replaced with the following Section 3.2.
- 3.2 Pursuant to Minn. Stat. §16B.24, subd. 9, LICENSOR and LICENSEE shall not permit smoking, in the Premises. In addition, LICENSOR and LICENSEE shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Premises.

4. **NOTICES**

- 4.1 Deletion Section 20 of the License is deleted and of no further force and effect and is replaced with the following Sections 4.2 and 4.3.
- 4.2 All notices or communications between LICENSOR and LICENSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 4.3 below.
- a. When personally delivered to the addressee;
 - b. On the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. When delivered by email to the following Anna.Cass@CO.ITASCA.mn.us (provided such delivery or attempted delivery is confirmed),
 - d. one (1) business day after deposited with an overnight courier service.

4.3 Mailing Addresses:

LICENSOR:

Itasca County Sheriff
Itasca County Courthouse
440 NE 1st Ave
Grand Rapids, MN 55744
Attn: Anna Cass
Anna.Cass@CO.ITASCA.mn.us

LICENSEE:

Real Estate and Construction
Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

With a copy to:

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

5. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
6. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the License, unless otherwise stated.

NO ATTACHMENTS

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:

COUNTY OF ITASCA

LICENSOR certifies that the appropriate person(s) have executed the License on behalf of LICENSOR as required by applicable articles, bylaws, resolutions or ordinances.

By: _____
Chairperson, Itasca County
Board of Commissioners

By: _____
Clerk, Itasca County
Board of Commissioners

Approved as to form and execution:

Itasca County Attorney

By: _____

Date: _____

COUNTY SHERIFF APPROVAL

ITASCA COUNTY SHERIFF'S OFFICE
STATE OF MINNESOTA

Joe Dasovich
Itasca County Sheriff

LICENSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
By _____

Title _____

Date _____

RECOMMENDED BY:

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2706

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bigfork Tower Site Amendment #1 to Lease # L-368

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures to execute the Bigfork Tower Site Amendment between Itasca County and the State of Minnesota, Department of Administration acting for the benefit of the Department of Natural Resources (DNR).

BACKGROUND:

The MN DNR is requesting an extension of the terms of the original tower site agreement which expired January 31, 2022.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. L-368 Amend 1

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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STATE OF MINNESOTA
AMENDMENT OF LICENSE

Amendment No. 1 to

Lease No. L-368

THIS AMENDMENT No. 1 to License No. L-368 is made by and between Itasca County Sheriff's Office, hereinafter referred to as LICENSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LICENSEE, acting for the benefit of the Department of Natural Resources; Region 2.

WHEREAS, LICENSOR and LICENSEE entered into License No. L-368 dated June 30, 2017, involving the lease of antenna space on LICENSOR'S tower, together with space in LICENSOR'S equipment shelter, collectively referred to as the "Premises," located on or within Bigfork Tower, together with a parcel of land located at 59400 Herron Road, Bigfork, County of Itasca, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the License No. L-368 effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This License shall be renewed for an additional term of five (5) years, commencing February 1, 2023, and continuing through January 31, 2027 ("Renewal Term"), at the same terms and conditions as set forth in the License, except as provided for herein.
2. **FEE**
 - 2.1 As Fee for the use of the Premises and in consideration for all covenants, representations and conditions of the License, LICENSEE shall pay LICENSOR for the Renewal Term the sum of one thousand five hundred and no/100 dollars (\$1,500.00), payable in annual installments of three hundred and no/100 dollars (\$300.00) at the end of January of each year of the Renewal Term.

- 2.2 Fee Billing Address All original bills and statements from LICENSOR to LICENSEE shall be mailed or personally delivered to:

Accounts Payable
Department of Natural Resources; Region 2
1201 E Highway 2
Grand Rapids MN 55744

- 2.3 Fee Payment Address LICENSEE agrees to pay LICENSOR the Fees set forth above at the end of January of each year of the License Term and mail or deliver said payments to:

Itasca County Sheriff's Dept
440 NE 1st Ave
Grand Rapids, MN 55744

3. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.
4. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the License, unless otherwise stated.

NO ATTACHMENTS

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LICENSOR:

COUNTY OF ITASCA

LICENSOR certifies that the appropriate person(s) have executed the License on behalf of LICENSOR as required by applicable articles, bylaws, resolutions or ordinances.

By: _____
Chairperson, Itasca County
Board of Commissioners

By: _____
Clerk, Itasca County
Board of Commissioners

Approved as to form and execution:

MATTI R. ADAM
Itasca County Attorney

Date: _____

COUNTY SHERIFF APPROVAL

ITASCA COUNTY SHERIFF'S OFFICE
STATE OF MINNESOTA

Joe Dasovich
Itasca County Sheriff

LICENSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

RECOMMENDED BY:

STATE OF MINNESOTA

DEPARTMENT OF NATURAL RESOURCES

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION:

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

Date _____

SWIFT P.O. _____

Contract No. _____

Account Code _____

Fund No. _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2707

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Marcell Tower - AT&T 4th Amendment to Site Use Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

BACKGROUND:

AT&T wishes to extend the terms of the Site Use Agreement which was signed in 2007. The automatic renewal is for five (5) additional five (5) year terms.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 10125263 - 4th Amnd to Antenna Site Use Agmt - MAA Redlines (002)

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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Market: ND / SD / NE / MN / IA
Cell Site Number: MNL05013
Cell Site Name: Marcell
Fixed Asset Number: 10125263

FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT

THIS FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between the County of Itasca, State of Minnesota, having a mailing address at 440 North East 1st Avenue, Grand Rapids, MN 55744 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor in interest) entered into an Antenna Site Use Agreement dated September 12, 2007, as amended by First Amendment to Antenna Site Use Agreement dated April 1, 2009, as amended by Second Amendment to Antenna Site Use Agreement dated February 9, 2016, as further amended by Third Amendment to Antenna Site Use Agreement dated October 13, 2020, whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the Site located at 1386 County Road 48, Marcell, MN 56657 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on September 11, 2022, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Annual Site Use Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the current term, which commenced on September 12, 2017, shall expire on September 11, 2022 (“**Current Term**”), and commencing on September 12, 2022, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Additional Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Additional Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Additional Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Additional Term.

2. **Modification of Annual Site Use Fee.** Commencing on September 12, 2022, the current Rent payable under the Agreement shall be Thirteen Thousand Four Hundred Fifty-Seven and 49/100 Dollars (\$13,457.49) per quarter, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Quarterly Payments.** The Agreement is amended to provide that commencing on September 12, 2023, and every year thereafter Rent shall increase by four percent (3%) over the Rent paid during the previous year.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Paragraph 18 of the Agreement is amended as follows:

If to Landlord:

County of Itasca
440 North East 1st Avenue
Grand Rapids, MN 55744

6. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to quarterly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

County of Itasca, State of Minnesota

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

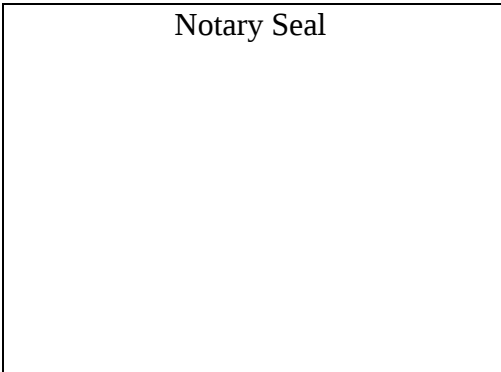
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **County of Itasca, State of Minnesota**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

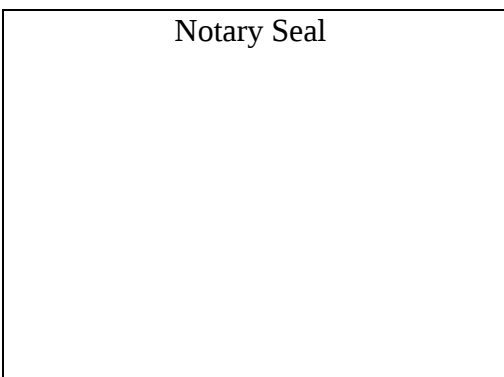
My appointment expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2708

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Declaration of a State of Emergency

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the December 13-16, 2022 winter storm and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

BACKGROUND:

December 13-16, 2022, Itasca County received heavy snow and high winds which caused power outages throughout the county.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Director Kelly Itr

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

RESOLUTION

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the December 13-16, 2022 winter storm event impacted the population of Itasca County and its cities; and

WHEREAS, the December 13-16, 2022 winter storm event has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the December 13-16, 2022 winter storm event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the December 13-16, 2022 winter storm event.

January 12, 2023

Mr. Joseph Kelly, Director
Minnesota Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101

Dear Mr. Kelly:

Beginning December 13, 2022, areas in Itasca County experienced damage from a severe storm which caused extensive power loss from damaging winds and heavy snow across a portion of the county.

Our initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of federal state damage indicator.

Currently, we are requesting your assistance to conduct a Preliminary Damage Assessment (PDA) for the State Public Assistance Program.

I would like to directly coordinate the logistics for the PDA with your staff if that is acceptable to you.

Thank you for your consideration and please let me know if you require additional information at John Linder at 218-244-6952.

Sincerely,

John Linder, Emergency Manager
Itasca County Sheriff's Office

Burl Ives, Board Chair
Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2710

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, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2711

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Master Services Agreement for Eagleview Pictometry and Recorder's Compliance Fund Request

BOARD ACTION REQUESTED:

Approve the Master Services Agreement between Itasca County and Eagleview Pictometry; authorize deviation from the Itasca County Indemnification and Insurance policy as outlined in the agreement under Sections 7.1, 7.3, and 8.1; approve the request to utilize the Recorder's Compliance Fund; and authorize necessary signatures.

BACKGROUND:

Eagleview presented their product and services to the County Board in 2022 for our five (5) year acquisition of aerial photography, including Ortho and oblique views, at a 6" resolution to be flown in the spring of 2023. Discussions at ARP Funds meetings and budget referred this item to move forward and to be paid through Recorder's Compliance funds given it meets the requirements in accordance with MS 357.182.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MN Itasca County_EagleView Master Services Agreement w Exhibit C_1-10-23
2. RCF Approval_Eagleview - Addl Info

01/17/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/24/2023 2:30 PM
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CUSTOMER NAME: Itasca County, MN
CUSTOMER ADDRESS: 123 NE 4th Street, Grand Rapids, MN 55744
CUSTOMER PHONE: (218) 327-7467
CUSTOMER E-MAIL: amber.peratalo@co.itasca.mn.us

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.3. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.4. “Documentation” means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

1.5. “Fee” means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.



1.6. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.7. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.8. “Order Form” means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.9. “Products and/or Services” means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. Access to the Product(s) and/or Service(s). Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational,



security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.

4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due



to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser. Notwithstanding the provisions pertaining to "Confidential Information," a Party may disclose Confidential Information to the extent required by law, which includes the applicable public record laws. For purposes of this Agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as federal laws on data privacy. EagleView will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements. The obligation of confidentiality shall survive in accordance with the Minnesota Government Data Practices Act.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement. Notwithstanding anything to the contrary, the policy outlined in the attached Exhibit C "Indemnification and Insurance" remains subject to EagleView's limitation of liability provided in this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED TWO TIMES THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

8.3. Notwithstanding anything to the contrary, the policy outlined in the attached Exhibit C "Indemnification and Insurance" remains subject to EagleView's limitation of liability provided in this Agreement.

9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.



9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding



EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

9.12. Records Retention and Review/Audit. EagleView shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of EagleView's profession and shall maintain such records for at least seven (7) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Customer shall have the right to audit and review all such documents and records at any time during EagleView's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the Customer and either the Legislative or State Auditor pursuant to Minnesota Statute § 16C.05, subd. 5.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Three years

ORDER #
C31967290

BILL TO
Itasca County, MN
Amber Peratalo, County Assessor
123 NE 4 th Street
Grand Rapids, MN 55744
(218) 327-7467
amber.peratalo@co.itasca.mn.us

SHIP TO
Itasca County, MN
Amber Peratalo, County Assessor
123 NE 4 th Street
Grand Rapids, MN 55744
(218) 327-7467
amber.peratalo@co.itasca.mn.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A116723	DLarson	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud	Provides entitlement to the EagleView Platform, a secure hosted infrastructure with access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Requires the purchase of an accompanying EagleView Cloud software. Services term commences on date of activation.
2,976	Community - 6in GSD Imagery Refresh: 3-Year	6in (15cm) GSD - Imagery collected at a nominal 6-inch (15cm) ortho and oblique GSD - Orthogonal and 4-way oblique coverage of services agreement AOI - 6-inch GSD orthomosaic - Fully automated photogrammetric orthomosaic - May contain visible seamlines - Project-wide color and contrast balancing
1	EagleView Cloud Software	Provides authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of the EagleView Cloud – Core platform.
1	Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud services agreement to any political unit or subdivision located totally or substantially within their boundary.
1	Early Access	Provides access to imagery contained in counties neighboring the EagleView Cloud services agreement AOI as part of the services agreement entitlement. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary



		processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Physical Delivery Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud services agreement once annually. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Disaster Response Program	Includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView.
6	Calendar Years Oblique Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$109,143.78
Due at First Anniversary of Initial Activation of Services	\$109,143.80
Due at Second Anniversary of Initial Activation of Services	\$109,143.80

Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

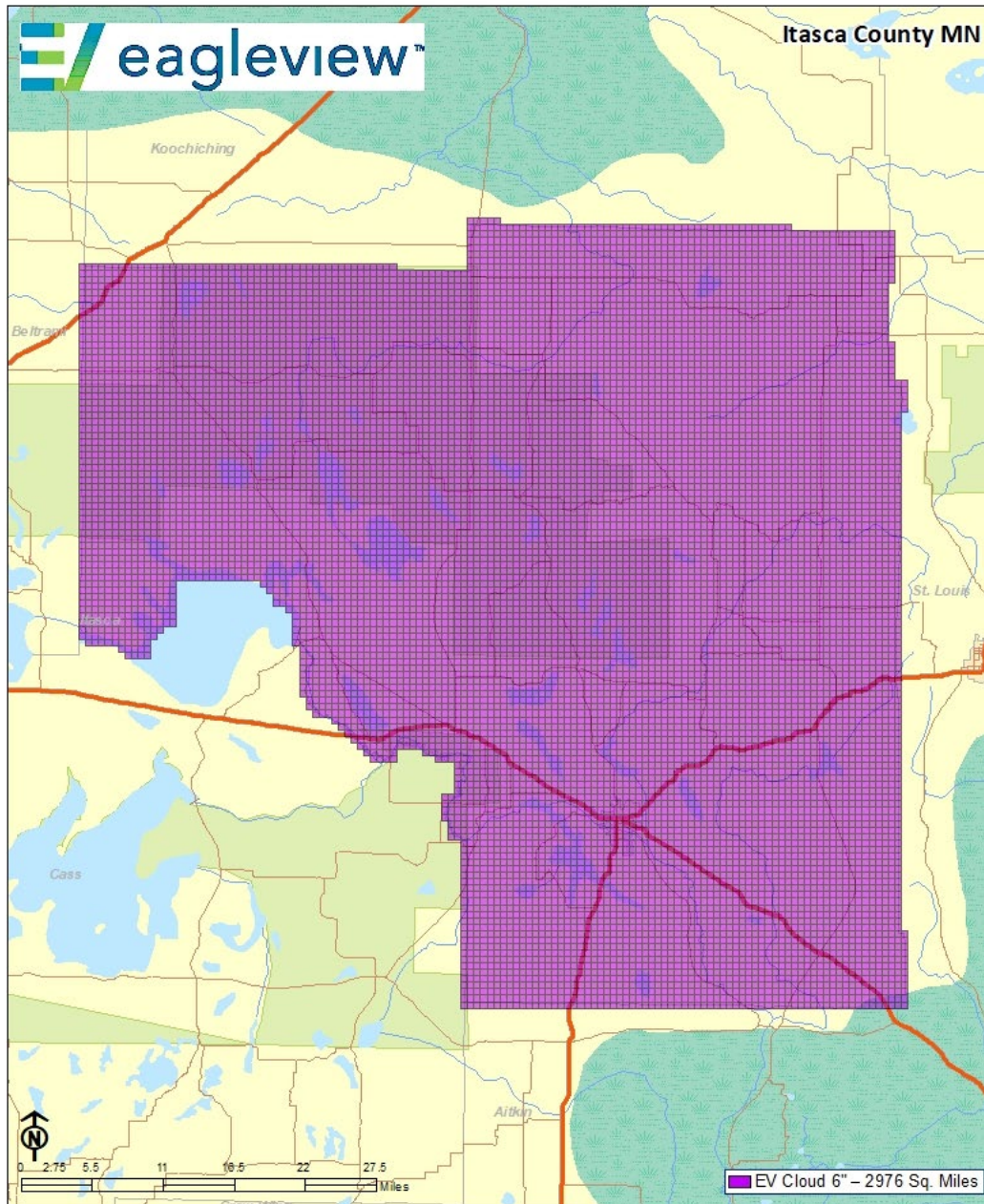
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

- A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane: areas affected by hurricanes of Category 2 and higher.
 - Tornado: areas affected by tornados rated EF4 and higher.
 - Terrorist: areas affected by damage from terrorist attack.
 - Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.



B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. Secure Application Development. When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:

- 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
- 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
- 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
- 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

5. Information Security Program. Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
- 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. Vulnerability Management. EagleView will:

- 6.1 Maintain an asset management process covering hardware and software.
- 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
- 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
- 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
- 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
- 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.

7. Disaster Recovery and Business Continuity. EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.

8. Security Incident Process. EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.

9. Human Resources Security. EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

- 10. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
- 11. Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.
- 12. Minnesota Government Data Practices Act.** Notwithstanding the provisions pertaining to "Confidential Information," a Party may disclose Confidential Information to the extent required by law which includes the applicable public record laws. For purposes of this agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and by the Minnesota Rules implementing the Act now in force or hereafter adopted as well as federal laws on data privacy. EagleView will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements. The obligation of confidentiality shall survive in accordance with the Minnesota Government Data Practices Act.
- 13. Records Retention and Review/Audit.** EagleView shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of EagleView's profession and shall maintain such records for at least seven (7) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Customer shall have the right to audit and review all such documents and records at any time during EagleView's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the customer and either the Legislative or State Auditor pursuant to Minnesota Statute § 16C.05, subd. 5.

EXHIBIT C

INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of CONTRACTOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said CONTRACTOR to perform fully, in any respect, all obligations under this contract.

B. 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 list Itasca County as an additional insured with the following insurance limits:

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

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

	<u>Limits</u>
	\$1,500,000

c. Workers' Compensation and Employer's Liability:

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

d. Employer's Liability

	<u>Limits</u>
Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

The above establishes minimum insurance requirements. It is the sole responsibility of 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 acceptable Certificate of Insurance with COUNTY to the attention of _____(Name and mailing address of County employee/Department responsible for the contract management). The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. CONTRACTOR also agrees that any contract let by CONTRACTOR for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Personal and Advertising Injury Limit \$1,500,000

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 may be necessary for the project.

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

Board Approval Dates: 12/19/2000; 04/27/2010

RECORDER'S COMPLIANCE FUND

REQUISITION FOR FUNDING

Name(s) of requesting Department/Individual:

Assessor's Office/Amber Peratalo

Description of Project/Items Requested:

Eagleview Pictometry

Detail of Costs of Requested Project/Item:

Eagleview Pictometry for a total of \$327,431.38 to be paid beginning in 2023 as three installments of:

Due at Initial Activation of Services	\$109,143.78
Due at First Anniversary of Initial Activation of Services	\$109,143.80
Due at Second Anniversary of Initial Activation of Services	\$109,143.80

Describe Use and How Project/Item Requested Complies with MS 357.182

The aerial ortho photography with obliques are utilized daily for the review and collection of property record and valuation, including use by surveying, road and bridge, land department, and environmental services.

Compliance Fund Designee: Nicolle Zuehlke/County Recorder/Registrar

Date of Review: 1.13.2023

Approved: ✓ **Denied:** _____

Signed: Nicole Zuehlke

MS 357.182 Subd. 7 – Restriction on use of recording fees.

Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections 357.18, 508.82, and 508A.82 from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. **This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects.** Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-15

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Reallocation in Management Information Systems (MIS) Department

BOARD ACTION REQUESTED:
Approve the reallocation of one (1) Grade 11 Network Telecommunications Specialist position to one (1) Grade 9 Helpdesk Technician position in the Management Information Systems (MIS) Department and authorize filling of the Helpdesk Technician position.

BACKGROUND:
The Grade 11 Network Telecommunications Specialist position was recently vacated. Due to the current workload in MIS, there is a greater need for a fourth Grade 9 Helpdesk Technician than there is for a fifth Grade 11 Network Telecommunications Specialist.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MIS Wage Comparison

01/17/2023

RESULT: PULLED FROM AGENDA
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MIS Wage Comparison:

2023 11-9 Wage \$75,899.20 Benefits \$39,917.96

2023 9-3 Wage \$53,643.20 Benefits \$36,546.17

Grade 11 Total: \$115,817.16

Grade 09 Total: \$90,189.37

Total cost savings: \$25,627.79



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2699

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Highway 169 Cross Range Expressway Update

BOARD ACTION REQUESTED:

Receive update regarding the Highway 169 Cross Range Expressway activities from Flaherty & Hood representatives.

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, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2702

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: 15 Minutes

AGENDA ITEM:
Emergency Management Update - Sheriff's Office

BOARD ACTION REQUESTED:
Receive an Emergency Management Update.

BACKGROUND:
Itasca County Emergency Manager John Linder will cover the following topics: What is an Emergency Manager? What is the role and responsibilities of an Emergency Manager and how does this position benefit the citizens, businesses and visitors of Itasca County?

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/17/2024

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2703

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Jail Update

BOARD ACTION REQUESTED:
Receive jail update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Schedule- 1-11-23
2. Budget Itasca 1-9-23
3. CO Log 1-9-23

It was the consensus of the County Board to request monthly project updates beginning in March, as well as notification of any high dollar change orders.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY - MILESTONE SCHEDULE THRU PHASE 1 COMPLETION 1-11-23

ITASCA COUNTY - MILESTONE SCHEDULE PHASE 1																							2024
ID	Task Name	Duration	Start	Finish																		January	
					March							August											
					12/25	1/15	2/5	2/26	3/19	4/9	4/30	5/21	6/11	7/2	7/23	8/13	9/3	9/24	10/15	11/5	11/26	12/17	1/7
1																							
2	Masonry Walls (pending kitchen)	165 days	Mon 7/18/22	Fri 3/3/23																			
3	Interior Steel Stud Framing	142 days	Fri 9/30/22	Mon 4/17/23																			
4	Metal Panels	73 days	Wed 11/2/22	Fri 2/10/23																			
5	Exterior Windows / Storefront Entrances	80 days	Mon 12/5/22	Fri 7/14/23																			
6	Mechanical / Electrical Rough-In	215 days	Mon 9/5/22	Fri 6/30/23																			
7	Stairs/Mezzanines	91 days	Mon 12/5/22	Mon 4/10/23																			
8	Upper Level FireProofing	25 days	Mon 11/14/22	Fri 12/16/22																			
9	Concrete Stair Pans/Mezzanine Decks	60 days	Mon 1/23/23	Fri 4/14/23																			
10	Elevators	45 days	Mon 5/22/23	Fri 7/21/23																			
11	Exterior Masonry	15 days	Mon 5/1/23	Fri 5/19/23																			
12	Exterior Improvements (Concrete/Asphalt/Lanscaping)	40 days	Mon 8/7/23	Fri 9/29/23																			
13	Drywall/Taping	126 days	Mon 2/6/23	Mon 7/31/23																			
14	Interior Finishes (Painting/ Ceilings/Flooring)	176 days	Mon 4/10/23	Mon 12/11/23																			
15	Low Voltage (Secure Electronics/Court Technology)	115 days	Mon 7/3/23	Fri 12/8/23																			
16	Mechanical / Electrical Trim	155 days	Mon 5/1/23	Fri 12/1/23																			
17	Casework	106 days	Mon 6/5/23	Mon 10/30/23																			
18	Systems Test & Balance / Commisioning	30 days	Mon 11/20/23	Fri 12/29/23																			
19	Final Clean/ Punch/ Inspections/ Owner Instructions (Training)	30 days	Mon 12/4/23	Fri 1/12/24																			
20	Owner Move In	1 day	Fri 1/12/24	Fri 1/12/24																			

Itasca County Government Center Jail and Courts Addition and Remodel

Date: January 1, 2023



CATEGORY OF WORK		TRADE CONTRACTOR NAME	ORIGINAL CONTRACT	CHANGE ORDERS	ADJUSTED CONTRACT	PAID TO DATE	BALANCE TO FINISH
1	Demolition / Earthwork / Utilities	Veit & Company	\$1,463,360.00	\$389,367.40	\$1,852,727.40	\$1,532,990.68	\$319,736.72
2	Concrete	TNT Construction Group, LLC	\$524,000.00	\$11,045.00	\$535,045.00	\$508,292.75	\$26,752.25
3	Precast Concrete	Taracon Precast	\$4,068,991.00	\$0.00	\$4,068,991.00	\$3,698,142.73	\$370,848.27
4	Steel Erection	Northern Industrial Erectors, Inc.	\$230,000.00	\$34,184.75	\$264,184.75	\$225,325.51	\$38,859.24
5	Elevators	Schindler Elevator Corporation	\$730,000.00	\$0.00	\$730,000.00	\$346,750.00	\$383,250.00
6	Electrical	Hunt Electric Corporation	\$44,300.00	\$0.00	\$44,300.00	\$44,300.00	\$0.00
7	Steel Supply - material only	Construction Systems, Inc.	\$669,492.00	\$8,379.00	\$677,871.00	\$632,035.10	\$45,835.90
TRADE CONTRACTOR TOTAL:			\$7,730,143.00	\$442,976.15	\$8,173,119.15	\$6,987,836.77	\$1,185,282.38
BID PACKAGE #2							
8	Concrete	TNT Construction, LLC	\$934,250.00	\$10,081.00	\$944,331.00	\$735,417.80	\$208,913.20
9	Masonry	Harbor City Masonry, Inc.	\$1,740,715.00	\$76.58	\$1,740,791.58	\$1,174,120.10	\$566,671.48
10	Steel Erection	Patriot Erectors, Inc.	\$494,700.00	\$7,147.93	\$501,847.93	\$48,716.00	\$453,131.93
11	Carpentry	Hawk Construction, Inc.	\$1,199,000.00	\$517.99	\$1,199,517.99	\$28,382.20	\$1,171,135.79
12	Casework	Woodside Industries	\$1,571,020.00	\$959.92	\$1,571,979.92	\$111,968.34	\$1,460,011.58
13	Roofing	McDowall Company	\$2,570,000.00	-\$71,705.40	\$2,498,294.60	\$2,253,856.54	\$244,438.06
14	Metal Wall Panels	Architectural Panel Systems, Inc.	\$792,000.00	\$4,655.22	\$796,655.22	\$656,720.87	\$139,934.35
15	Joint Sealants	Carciolini Company	\$335,200.00	\$14,100.00	\$349,300.00	\$11,694.03	\$337,605.97
16	Aluminum Frame/Window & Glazing	United Glass, Inc.	\$829,731.00	\$23,667.42	\$853,398.42	\$132,802.40	\$720,596.02
17	Overhead Doors	Doorco, Inc.	\$28,270.00	\$395.22	\$28,665.22	\$26,254.79	\$2,410.43
18	Gypsum Board	Mulcahy Nickolaus, LLC	\$3,689,750.00	\$151,815.00	\$3,841,565.00	\$1,168,584.55	\$2,672,980.45
19	Tile	Dorholt Tile & Home Center, Inc.	\$190,629.00	\$0.00	\$190,629.00	\$12,198.00	\$178,431.00
20	Acoustical Treatments	St. Cloud Acoustics, Inc.	\$506,970.00	-\$7,633.00	\$499,337.00	\$0.00	\$499,337.00
21	Flooring	Contract Tile & Carpet, LLC	\$354,092.00	\$0.00	\$354,092.00	\$120,175.00	\$233,917.00
22	Epoxy Flooring	Quality Coating and Tile	\$123,684.00	\$0.00	\$123,684.00	\$0.00	\$123,684.00
23	Painting	Fransen Decorating, Inc.	\$485,640.00	\$0.00	\$485,640.00	\$4,613.20	\$481,026.80
24	Food Service Equipment	Horizon Equipment, LLC	\$696,274.66	\$0.00	\$696,274.66	\$0.00	\$696,274.66
25	Laundry Equipment	Budget - TBD	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$35,000.00
26	Fixed Audience Seating	Sauder Courtroom Furniture	\$131,171.75	\$0.00	\$131,171.75	\$0.00	\$131,171.75
27	Detention Equipment	Noah Detention Construction, LLC	\$7,236,495.00	\$32,052.71	\$7,268,547.71	\$5,034,705.60	\$2,233,842.11
28	Fire Protection	LVC Companies, Inc.	\$673,199.00	\$0.00	\$673,199.00	\$137,239.96	\$535,959.04
29	Plumbing	JK Mechanical Contractors, Inc.	\$3,726,750.00	\$22,671.25	\$3,749,421.25	\$2,095,285.87	\$1,654,135.38
30	HVAC Piping	Weidner Plumbing & Heating Company	\$2,510,000.00	\$8,407.00	\$2,518,407.00	\$968,059.50	\$1,550,347.50
31	HVAC	Thelen Heating & Roofing, Inc.	\$3,418,000.00	\$8,660.00	\$3,426,660.00	\$1,733,940.00	\$1,692,720.00
32	Controls	Johnson Controls	\$683,420.00	\$0.00	\$683,420.00	\$377,653.03	\$305,766.97
33	Testing/Adjusting & Balancing	Marcus Global, Inc. dba SMB of MN	\$89,900.00	\$0.00	\$89,900.00	\$0.00	\$89,900.00
34	Electrical	Parsons Electric Town & Country	\$7,276,415.00	\$136,284.09	\$7,412,699.09	\$2,265,196.20	\$5,147,502.89
35	Communications	All State Communications, Inc.	\$750,863.00	\$0.00	\$750,863.00	\$320,150.00	\$430,713.00
36	Courtroom Technology	Video Services, Inc.	\$449,700.00	-\$18,690.00	\$431,010.00	\$0.00	\$431,010.00
37	Security Electronics	Stanley Convergent Security Solutions	\$1,717,400.00	\$0.00	\$1,717,400.00	\$0.00	\$1,717,400.00
38	Steel Supply - Material Only	Construction Systems	\$1,289,000.00	-\$45,708.00	\$1,243,292.00	\$522,012.76	\$721,279.24
39	Standard Doors/Frames/Hardware (M.O.)	Mid Central Door	\$660,094.00	-\$18,872.24	\$641,221.76	\$233,831.17	\$407,390.59
40	Specialties - Material Only	Building Material Supply, Inc.	\$110,619.00	\$5,160.00	\$115,779.00	\$0.00	\$115,779.00
BID PACKAGE #2 - SUB TOTAL			\$47,299,952.41	\$264,042.69	\$47,563,995.10	\$20,173,577.91	\$27,390,417.19
TRADE CONTRACTOR TOTAL BID PACK #1 & #2:			\$55,030,095.41	\$707,018.84	\$55,737,114.25	\$27,161,414.68	\$28,575,699.57
Contingency		Budget	\$3,000,000.00	-\$651,915.61	\$2,348,084.39	\$0.00	\$2,348,084.39
General Conditions		Budget	\$3,000,000.00	\$0.00	\$3,000,000.00	\$960,293.63	\$2,039,706.37
CM Fee		Contegrity Group, Inc.	\$1,561,500.00	\$0.00	\$1,561,500.00	\$1,001,564.00	\$559,936.00
Architect & Engineer Fee		Klein McCarthy Architects	\$4,306,797.51	\$0.00	\$4,306,797.51	\$3,713,937.59	\$592,859.92
Architect Reimbursale Epenses		Klein McCarthy Architects	\$180,000.00	\$0.00	\$180,000.00	\$63,105.10	\$116,894.90
Building Permit / Plan Review		City of Grand Rapids/ MN Dept. of Labor	\$250,000.00	\$37,414.79	\$287,414.79	\$287,414.79	\$0.00
CONSTRUCTION TOTAL:			\$67,328,392.92	\$92,518.02	\$67,420,910.94	\$33,187,729.79	\$34,233,181.15
Owner Items							
FF&E / Technology / AV / Security / Etc.		Budget	\$2,353,725.34	\$0.00	\$2,353,725.34	\$2,548.75	\$2,351,176.59
MN DOT / ICE Study / Traffic Control		Short Elliot Hendrickson, Inc. (SEH)	\$150,000.00	-\$118,703.98	\$31,296.02	\$31,296.02	\$0.00
Asbestos Abatement Design & Oversight		Braun Intertec / ECCO Midwest, Inc.	\$100,000.00	\$0.00	\$100,000.00	\$79,312.28	\$20,687.72
Contaminated Soil Remediation		Braun Intertec	\$175,000.00	\$0.00	\$175,000.00	\$162,523.40	\$12,476.60
Commissioning - Allowance		Budget	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$85,000.00
Property Acquisition		Abstract Service Company ??	\$4,650,000.00	\$26,185.96	\$4,676,185.96	\$4,676,185.96	\$0.00
Property Relocation Cost			\$850,000.00	\$0.00	\$850,000.00	\$829,729.14	\$20,270.86
Special Inspection / Testing		Braun Intertec	\$200,000.00	\$0.00	\$200,000.00	\$179,097.75	\$20,902.25
Temp Controls - Existing		Budget	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00
Chiller Silencer / Enclosure - Allowance		Budget	\$225,000.00	\$0.00	\$225,000.00	\$0.00	\$225,000.00
Grant Award - MN Employment *Econ Dev.			-\$325,000.00	\$0.00	-\$325,000.00	\$0.00	-\$325,000.00
BOARD APPROVED PROJECT TOTAL:			\$75,817,118.26	\$0.00	\$75,817,118.26	\$39,148,423.09	\$36,668,695.17
Courtroom Equipment Reimbursement		State of MN Judicial	-\$264,000.00	\$0.00	-\$264,000.00	\$0.00	-\$264,000.00
ADJUSTED PROJECT TOTAL:			\$75,553,118.26	\$0.00	\$75,553,118.26	\$39,148,423.09	\$36,404,695.17

Change Order Log

Itasca County Government Center Jail and Courts Addition and Remodel #1440

DATE ISSUED	C. O. NO	TRADE CONTRACTOR	DESCRIPTION OF CHANGE ORDER	TO OWNER	TO ARCHITECT	TO CONTRACTOR	FULLY EXECUTED	DOLLAR AMOUNT
6.29.21	1	Veit & Company	Reimbursement for salvage value of copper, wire, boilers, etc.	6.30.21	6.30.21	6.30.21	6.30.21	22,000.00
6.30.21	2	Veit & Company	PR 1: Lumen duct bank	6.30.21	6.30.21	6.30.21	6.30.21	15,945.00
7.13.21	3	Veit & Company	L&M for disconnection of the water service for the fire hall	7.14.21	7.14.21	7.14.21	7.14.21	3,950.50
7.28.21	4	Veit & Company	Pump and remove discovered items; PR 2: Revision to water line	7.28.21	7.28.21	7.28.21	7.28.21	16,443.15
8.11.21	5	Veit & Company	Removal of extra concrete; Change six helicals to IBO	8.11.21	8.11.21	8.11.21	8.11.21	38,692.50
9.3.21	6	Veit & Company	FWO 1: Cap existing water service; FWO 2: Remove existing foundation	9.8.21	9.8.21	9.8.21	9.8.21	3,591.00
9.17.21	1	TNT Construction Group, LLC	PR 3: Push Piers	9.22.21	9.22.21	9.22.21	9.22.21	4,100.00
9.21.21	7	Veit & Company	PR 3: Push Piers: Contaminated soil; Helical credit	9.22.21	9.22.21	9.22.21	9.22.21	32,320.00
10.5.21	8	Veit & Company	Vapor mitigation system: Interior footings	10.6.21	11.15.21	11.15.21	11.15.21	155,165.00
10.19.21	9	Veit & Company	PR 4: Sidewalks; PR 5: Pavement thickness	10.20.21	10.29.21	11.4.21	11.4.21	17,415.00
10.29.21	10	Veit & Company	PR 6: Grinder Pit	11.3.21	11.3.21	11.3.21	11.3.21	5,665.00
11.3.21	2	TNT Construction Group, LLC	PR 6: Grinder Pit	11.3.21	11.3.21	11.4.21	11.4.21	1,320.00
12.8.21	11	Veit & Company	Excavation work to assist the plumber in re-working the sanitary sewer change per revised engineered drawings.	12.16.21	12.17.21	12.22.21	12.22.21	5,686.00
12.14.21	12	Veit & Company	BP 2 Push Piers	12.16.21	12.17.21	12.22.21	12.22.21	43,650.00
12.17.21	1	Construction Systems, Inc.	Added steel; Mill increase on FireTrol; Credit detention enclosures	12.17.21	12.17.21	12.22.21	12.23.21	(89,600.00)
12.17.21	13	Veit & Company	TNT added concrete	12.17.21	12.17.21	12.22.21	12.22.21	5,849.25
1.11.22	1	Mulcahy Nickolaus, LLC	PR 11: Furring wall	1.12.22	1.12.22	1.13.22	1.14.22	(785.00)
1.25.22	14	Veit & Company	PR 9: BP 1 Sidewalk	1.26.22	1.26.22	2.1.22	2.1.22	3,350.00
1.25.22	2	Mulcahy Nickolaus, LLC	PR 7: Detention Window Sill Detail	1.26.22	1.26.22	2.1.22	2.3.22	0.00
1.25.22	1	Woodside Industries	PR 7: Detention Window Sill Detail	1.26.22	1.26.22	2.1.22	3.9.22	0.00
1.25.22	1	Doorco, Inc.	PR 10: Receiving Door	1.26.22	1.26.22	2.1.22	2.1.22	395.22
1.25.22	1	Mid Central Door	PR 12: Door frame depths	1.26.22	1.26.22	2.1.22	2.2.22	0.00
1.25.22	1	Noah Detention Construction, LLC	PR 12: Door frame depths	1.26.22	1.26.22	2.1.22	2.4.22	0.00
2.7.22	1	TNT Construction Group, LLC (BP 2)	Installation of the strip footings as needed for the pre-cast stairs	2.9.22	2.9.22	2.9.22	2.9.22	3,650.00
2.8.22	2	Construction Systems	Change Beam 1055B1 to accommodate precast panel at corridor	2.9.22	2.9.22	3.9.22	3.8.22	844.00
2.8.22	1	Parsons Electric Town & Country	Electrical Value Engineering	2.9.22	2.9.22	3.9.22	3.10.22	(133,185.55)
2.8.22	3	TNT Construction Group, LLC	Setting Embeds; Area D footing & Piers	2.9.22	2.9.22	2.9.22	2.9.22	5,625.00
3.9.22	2	Mid Central Door	PR 13: Recast resulted revisions	3.9.22	3.9.22	3.10.22	3.10.22	600.00
3.9.22	2	Noah Detention Construction, LLC	Steel embed blocks	3.9.22	3.9.22	3.10.22	3.21.22	13,938.22
3.9.22	15	Veit & Company	Repair traffic signal pole, includes repair & engineering cost	3.9.22	3.9.22	3.10.22	3.10.22	(2,150.00)
3.9.22	2	Parsons Electric Town & Country	Complete all signal / intersection work per plan and specs	3.9.22	3.9.22	3.10.22	3.10.22	135,943.80
3.9.22	3	Parsons Electric Town & Country	PR 17: Video visitation power	3.9.22	3.9.22	3.10.22	3.10.22	57,496.92
3.22.22	16	Veit & Company	PR 21: Cornerstone remains	3.23.22	3.24.22	3.24.22	3.24.22	(325.00)
3.22.22	1	St. Cloud Acoustics	PR 16: Acoustical Panels	3.23.22	3.24.22	3.24.22	3.24.22	1,617.00
3/25/2022	1	Hawk Construction	PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	5.3.22	2,562.80
3/25/2022	2	Woodside Industries	PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	4.11.22	829.98
3/25/2022	1	McDowall Company	PR 13: Precast Resulted Revisions & PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	5.3.22	2,649.00
3/25/2022	1	Carciofini Company	PR 15: State Plan Changes	4.14.22	4.26.22	5.3.22	5.3.22	14,100.00
3/25/2022	1	United Glass	PR 13: Precast Resulted Revisions & PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	5.4.22	10,632.35

DATE ISSUED	C. O. NO	TRADE CONTRACTOR	DESCRIPTION OF CHANGE ORDER	TO OWNER	TO ARCHITECT	TO CONTRACTOR	FULLY EXECUTED	DOLLAR AMOUNT
3/25/2022	1	Weidner Plumbing	PR 14: HVAC Revisions & PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	4.8.22	2,597.00
3/25/2022	1	Thelen Heating & Roofing	PR 14: HVAC Revisions & PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	4.11.22	22,040.00
3/25/2022	4	Parsons Electric Town & Country	PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	5.16.22	69,389.35
3/25/2022	3	Mid Central Door	PR 15: State Plan Changes	4.6.22	4.6.22	4.8.22	4.7.22	105.00
3/30/2022	1	JK Mechanical	PR 18: Valve & ASI 4: Shower Enclosure	4.20.22	4.26.22	5.3.22	5.3.22	12,772.69
3/30/2022	3	Noah Detention Construction, LLC	PR 8: NC Visitation Counters	4.20.22	4.26.22	5.3.22	5.5.22	9,183.54
3/30/2022	1	Video Services, Inc	PR 19: Courtroom Equipment	4.20.22	4.26.22	5.3.22	5.17.22	(18,690.00)
4/5/2022	1	Northern Industrial Erectors	RFI 55: Broken Anchor Bolts & RFI 63: Beam 2009B1	4.20.22	4.26.22	5.3.22	5.3.22	1,353.00
4/13/2022	2	Northern Industrial Erectors	RFI 62: Beam Line Along Grid G and Between Grids 6.3 & 8	4.20.22	4.26.22	5.3.22	5.3.22	1,722.75
4/13/2022	2	TNT Construction Group, LLC	PR 25: Pad Footing RFI 60	4.20.22	4.26.22	4.20.22	4.27.22	1,717.00
4.14.22	1	Construction Systems, Inc.	Holes 4' oc instead of. 2'	4.20.22	4.26.22	5.3.22	5.17.22	835.00
4/18/2022	2	United Glass	PR 27: Fire Rate Storefront	4.20.22	4.26.22	5.3.22	5.3.22	1,722.37
4/22/2022	17	Veit & Company	PR 30: Vapor Mitigation	4.26.22	5.1.22	5.3.22	5.2.22	3,700.00
4/22/2022	2	JK Mechanical	PR 30: Vapor Mitigation	4.26.22	5.1.22	5.3.22	5.3.22	776.99
4/25/2022	3	Mulcahy Nickolaus, LLC	PR 23: Manifold Walls	4.26.22	5.1.22	5.3.22	5.3.22	1,150.00
4/25/2022	2	Thelen Heating & Roofing	PR 29: Duct Security Bars	4.26.22	5.1.22	5.3.22	5.4.22	(14,735.00)
4/29/2022	3	JK Mechanical	PR 28R: Showers	5.4.22	5.4.22	5.5.22	5.5.22	8,185.61
5/2/2022	2	McDowall Company	PR 32: Existing Roofing Change (Re-Roof Insulation)	5.4.22	5.4.22	5.5.22	5.5.22	(79,952.40)
5/6/2022	3	McDowall Company	Replace existing roof hatch	5.18.22 via LF	5.18.22	5.27.22	6.20.22	5,598.00
5/12/2022	4	Mulcahy Nickolaus, LLC	PR 26: Detention Windows	5.18.22 via LF	5.18.22	5.27.22	5.27.22	4,250.00
5/12/2022	4	Noah Detention Construction, LLC	PR 26: Detention Windows	5.18.22 via LF	5.18.22	5.27.22	6.3.22	(2,183.51)
5/16/2022	3	Northern Industrial Erectors	Re-work fabrication issues	5.18.22 via LF	5.18.22	5.27.22	5.27.22	4,109.00
5/16/2022	2	Construction Systems, Inc.	Re-work fabrication issues	5.18.22 via LF	5.18.22	5.27.22	6.23.22	(4,109.00)
5/16/2022	1	Harbor City Masonry	PR 22: Steel Embed Block	5.18.22 via LF	5.18.22	5.18.22	5.18.22	4,520.94
5/23/2022	2	St. Cloud Acoustics	PR 24: Ceiling Change	6.1.22 via LF	6.1.22	6.10.22	6.10.22	(550.00)
6/10/2022	1	Building Material Supply	PR 20: Signage	6.15.22 Via LF	6.15.22	6.20.22	6.22.22	6,480.00
6/10/2022	3	Construction Systems, Inc.	PR 33: Elevator Shaft Divider Beams	6.15.22 Via LF	6.15.22	6.20.22	6.23.22	11,653.00
6/10/2022	4	Northern Industrial Erectors	PR 33: Elevator Shaft Divider Beams	6.15.22 Via LF	6.15.22	6.20.22	7.11.22	27,000.00
6/14/2022	5	Noah Detention Construction, LLC	Additional 2214 LCN Closers at Fire Rated Openings	6.15.22 Via LF	6.15.22	6.20.22	6.22.22	5,197.68
6/14/2022	2	Weidner Plumbing	PR 35: In-Floor Heat (Level 3)	6.15.22 Via LF	6.15.22	6.20.22	8.3.22	5,810.00
6/14/2022	2	Harbor City Masonry	PR 34: Hollow Metal Frames	6.15.22 Via LF	6.15.22	6.20.22	6.22.22	165.66
6.15.22	4	Mid Central Door	PR 34: Hollow Metal Frames	6.15.22 Via LF	6.15.22	6.20.22	6.23.22	(24,196.89)
6.15.22	3	United Glass	PR 34: Hollow Metal Frames	6.15.22 Via LF	6.15.22	6.20.22	7.29.22	5,160.46
6.28.22	2	Hawk Construction	PR 37: Utility shelving	6.29.22 Via LF	6.29.22	7.8.22	7.11.22	2,093.55
6.28.22	2	Building Material Supply	PR 37: Utility shelving	6.29.22 Via LF	6.29.22	7.8.22	7.11.22	(1,320.00)
6.28.22	3	Woodside Industries	PR 39: Casework changes	6.29.22 Via LF	6.29.22	7.8.22	7.8.22	129.94
7.12.22	4	JK Mechanical	PR 38: Plbg per RFI 091; PR 44: Booking floor drain	7.13.22 via LF	7.13.22	7.18.22	8.29.22	935.96
7.28.22	3	TNT Construction Group, LLC	FWO 22: RFI 101 and pour stop plywood	8.4.22	8.12.22	8.23.22	8.25.22	2,244.00
7.28.22	5	Mulcahy Nickolaus, LLC	PR 42: Medical anti ceiling	8.4.22	8.12.22	8.23.22	8.24.22	1,750.00
7.28.22	3	St. Cloud Acoustics	PR 42: Medical anti ceiling	8.4.22	8.12.22	8.23.22	8.23.22	(500.00)
7.28.22	5	Parsons Electric Town & Country	PR 42: Medical anti ceiling	8.4.22	8.12.22	8.23.22	10.5.22	(345.75)
8/4/2022	3	Harbor City Masonry	PR 45: Third Floor CMU	8.4.22	8.12.22	8.23.22	10.3.22	(6,933.96)
8.16.22	6	Parsons Electric Town & Country	Traffic control changes required by MNDOT	8.17.22	8.18.22	8.23.22	10.5.22	5,948.25
8.16.22	4	Harbor City Masonry	RFI 100: Add'l security wall reinforcement in Room T323	8.17.22	8.18.22	8.23.22	10.3.22	1,332.26

DATE ISSUED	C. O. NO	TRADE CONTRACTOR	DESCRIPTION OF CHANGE ORDER	TO OWNER	TO ARCHITECT	TO CONTRACTOR	FULLY EXECUTED	DOLLAR AMOUNT
8.31.22	6	Mulcahy Nickolaus, LLC	PR 36R: Wood blocking	9.7.22 via LF	9.7.22	9.9.22	9.9.22	50,550.00
9.7.22	4	St. Cloud Acoustics	PR 54: 2' to 4' verticals (stretch panels)	9.7.22 via LF	9.7.22	9.9.22	9.8.22	(8,200.00)
9.7.22	1	Patriot Erectors, Inc.	Roof hatch framing	9.7.22 via LF	9.7.22	9.9.22	9.12.22	355.83
9.7.22	3	Hawk Construction	PR 36R: Wood blocking	9.7.22 via LF	9.7.22	9.9.22	11.16.22	(4,138.36)
9.7.22	4	United Glass	PR 46: Head flashing at precast	9.7.22 via LF	9.7.22	9.7.22	9.7.22	1,073.22
9.7.22	3	Thelen Heating & Roofing	PR 46: Head flashing at precast	9.7.22 via LF	9.7.22	9.9.22	9.12.22	530.00
9.28.22	6	Noah Detention Construction, LLC	PR 49: Opening J103A	10.4.22	10.4.22	10.5.22	10.5.22	(4,818.89)
9.28.22	5	Mid Central Door	PR 49: Opening J103A	10.4.22	10.4.22	10.5.22	11.16.22	4,104.65
9.29.22	7	Mulcahy Nickolaus, LLC	PR 51: Furring @ video vist; PR 55: Metal panels; PR 56: Soffits per RFI 129	10.4.22	10.4.22	10.5.22	10.6.22	5,250.00
9.29.22	1	Architectural Panel Systems, Inc.	PR 55: Metal panels	10.4.22	10.4.22	10.5.22	10.7.22	2,408.70
9.29.22	4	Thelen Heating & Roofing	PR 48: HVAC at corridor	10.4.22	10.4.22	10.5.22	10.5.22	825.00
9.29.22	7	Parsons Electric Town & Country	PR 48: HVAC at corridor	10.4.22	10.4.22	10.5.22	10.5.22	3,294.00
9.30.22	8	Mulcahy Nickolaus, LLC	Insulating steel tube per Bid Pack #1 plan notes	10.4.22	10.4.22	10.5.22	10.6.22	5,550.00
10.21.22	18	Veit & Company	PR 50: Civil per plumbing code	11.2.22 via LF	11.2.22	11.17.22	11.17.22	18,420.00
11.1.22	5	United Glass	PR 41: Arraignment Enclosure	11.2.22 via LF	11.2.22	11.17.22	11.17.22	5,079.02
11.2.22	2	Patriot Erectors, Inc.	PR 31: Skylight Framing; PR 52: Columns	11.2.22 via LF	11.2.22	11.17.22	11.17.22	1,304.65
11.2.22	3	Construction Systems, Inc.	PR 31: Skylight Framing; PR 52: Columns	11.2.22 via LF	11.2.22	11.17.22	11.17.22	2,465.00
11.2.22	4	TNT Construction Group, LLC	PR 52: Columns	11.2.22 via LF	11.2.22	11.17.22	11.17.22	2,470.00
11.16.22	6	Mid Central Door	New HMF J107	11.16.22	11.16.22	11.17.22	11.16.22	515.00
11.16.22	4	Construction Systems	PR 57: Guardrail horizontals	11.16.22	11.16.22	11.17.22	11.17.22	37,869.00
11.18.22	5	Harbor City Masonry	PR 59: CMU wall between F112 & F114	11.30.22 via LF	12.14.22			991.68
11.18.22	7	Noah Detention Construction, LLC	PR 59: CMU wall between F112 & F114	11.30.22 via LF	12.14.22			10,735.67
11.23.22	9	Mulcahy Nickolaus, LLC	PR 47: CMU Heights and HVAC Modifications	11.30.22 via LF	12.14.22			80,950.00
11.23.22	8	Parsons Electric Town & Country	PR 43R: Fire Alarm; PR 47: CMU Heights and HVAC Modifications	11.30.22 via LF	12.14.22			(2,256.93)
12.14.22	2	Architectural Panel Systems, Inc.	PR 58: Storefront at stairs	12.22.22	1.4.22			2,246.52
12.14.22	10	Mulcahy Nickolaus, LLC	PR 58: Storefront at stairs	12.22.22	1.4.22			3,150.00
12.14.22	5	Construction Systems	PR 61: Column enclosures	12.22.22	1.4.22			2,714.00
12.14.22	3	Patriot Erectors, Inc.	PR 61: Column enclosures	12.22.22	1.4.22			5,487.45

707,018.84



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2713

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

2023 Board Objectives and Priorities

BOARD ACTION REQUESTED:

Discuss 2023 Board Objectives and Priorities

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023 Board Objectives and Priorities

It was the consensus of the County Board to establish the following items as Board Objectives and Priorities for 2023: 1) Roads, 2) Huber/Logging/UPM Blandin, 3) Budget, 4) Public Safety, 5) County Operations, 6) VRBOs, 7) Mining, 8) Land Management Issues, and 9) County-wide Tours of Buildings and Coffee with the County Events.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2023 Board Objectives and Priorities

District 1 – Cory Smith	Huber Logging Roads Budget Bowstring Airport
District 2 – Terry Snyder	Grand Village Roads Reports (Admin) VRBOs Lobby State PILT
District 3 – John Johnson	Jail Probation County Department Heads and their Departments Roads Canisteo Pit Water
District 4 – Burl Ives	Logging Huber (Army Corps/Leech Lake Indian Tribe) Land (DNR/Chippewa National Forest/Tax-Forfeit) VRBOs Budgets Transparency of County to the public Roads Accountability
District 5 – Casey Venema	Roads Logging Budget Bowstring Airport Mining



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 17, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2698

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2023 Flaherty & Hood Agreement

BOARD ACTION REQUESTED:

Approve the 2023 Agreement with Flaherty & Hood to continue Legislative and coalition work regarding the Hwy 169 Expressway and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 12.12.2022 - Itasca County FH Proposal

01/17/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/24/2023 2:30 PM
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Meeting the government relations needs of

Itasca County

Contact Information:

Bradley Peterson, Shareholder/Lobbyist

525 Park Street, Suite 470

Saint Paul, MN 55103

Phone: 651-225-8840

Email: bmpeterson@flaherty-hood.com

December 12, 2022

December 12, 2022

Brett Skyles
County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. (“the Firm”) is pleased to submit this proposal to continue to provide services to Itasca County (“County”) in its efforts to advance improvements to U.S. Highway 169. It has been a pleasure working with you over the course of the past year, and we look forward to continuing to advance this project together.

This agreement continues the basic structure under which the Firm has provided government relations, lobbying, and research services designed to advance the County’s legislative priority of safety and freight movement improvements to the sections of Highway 169, while also continuing to form and assemble a coalition of public and private entities to advocate collectively for the project.

Since the founding of our Firm, Flaherty & Hood’s mission has been to give a voice at the Capitol to local governments—particularly in Greater Minnesota—who are facing important and complex challenges that require action or funding from the state. This proposal outlines our Firm’s qualifications, the scope of work we would envision for this continued engagement, and other contract details.

Given the work that has taken place over the past year, and our Firm’s track record of success in pursuing funding for similar projects, we are confident that the partnership between the County and the Firm will remain a successful one.

Summary of Qualifications

Firm Overview

Flaherty & Hood is a full-service law and lobbying firm serving clients from across Minnesota since 1992. Over the course of our history, Flaherty & Hood has served a diverse set of clients, with a particular focus on local governments. Our government relations practice has historically focused on issues related to property taxes, transportation, economic development, environmental regulation, energy, and land use.

Flaherty & Hood employs more than 25 attorneys and staff members, with offices in Saint Paul and Winona, Minnesota. Our lobbying team includes three licensed attorneys, a graduate of the Humphrey School of Public Affairs at the University of Minnesota, and four former state legislators. Former Senate Assistant Minority Leader Erik Simonson and former House Minority Leader Marty Seifert are directly employed by our firm. We also maintain contractual relationships with former House Ways and Means Chair Loren Solberg and former House Capital Investment Chair Dan Dorman, who assist our clients on an as-needed basis.

In addition to traditional lobbying capabilities, our team also includes an on-staff policy analyst whose primary focus is to analyze data, work with various state funding formulas, and use analytical tools to find solutions for our clients. We also have an on-staff media and communications team that provides strong writing, media, graphic design, and other communications services.

Flaherty & Hood has a long record of success in utilizing a team-based approach to legislative advocacy. We assign work amongst our team by balancing the considerations of each attorney or lobbyist's area of expertise and relationships with legislators, staff, or agency contacts. We manage each team member's workload so that every client is guaranteed high-quality and timely service. For all our clients, we assign a lead lobbyist who is backed by another staff member who is well-versed in the client's needs. This approach, as well as the size and adaptability of Flaherty & Hood's legislative team, allows us to be nimble and responsive to client needs, including on short notice and when the legislative calendar requires urgent attention to pressing and time-sensitive needs.

Key Personnel

While additional Flaherty & Hood staff members may be called upon where it would benefit Itasca County's legislative needs, the following individuals will be primarily responsible for delivering services to the County:



Shane Zahrt, Senior Attorney/Lobbyist

As a senior attorney and lobbyist, Shane uses his knowledge of the legislative process and his background in political organizing to develop and implement successful legislative strategies on behalf of public and private sector clients.

Shane is a recognizable face at the Capitol in the areas of transportation, taxes, and economic development, with a breadth of experience working with clients who have issues that span multiple legislative committees. Since joining Flaherty & Hood, Shane has worked on behalf of clients to secure hundreds of millions of dollars in state funding for regional and local projects, including more than \$200 million in state and federal dollars for improvements to U.S. Highway 14 in southern Minnesota.

Prior to joining the firm, Shane worked on political campaigns in Minnesota and North Dakota. He also served as Assistant to the North Dakota Senate Minority Leader, where he oversaw research and legislative strategy on a diverse array of issues.

Shane is a graduate of the University of North Dakota and William Mitchell College of Law. He is admitted to practice law in the state of Minnesota.



Erik Simonson, Senior Lobbyist

Erik brings years of valuable legislative, local government, and non-profit experience to our clients. His key areas of expertise include taxes, transportation, bonding, economic development, environment, energy, and public safety.

Erik served in the Minnesota House of Representatives from 2013 to 2016, and the Minnesota Senate from 2017 to 2020. He was elected Assistant Minority Leader of the Senate DFL Caucus in 2020 and focused heavily on issues important to Greater Minnesota and local governments throughout his entire legislative career. He retired from the Duluth Fire Department as an Assistant Chief in 2017 and has worked in top management positions in both the non-profit community and the public higher education workforce development community.

As a legislator, Erik demonstrated a willingness to engage with both sides of the political aisle to accomplish effective and pragmatic policy initiatives. His policy passions include energy, environmental, economic development, and tax policy.

Erik is a graduate of the College of St. Scholastica.

**Bradley Peterson, Shareholder/Attorney**

As an attorney and shareholder with Flaherty & Hood, Bradley leads the firm's government relations practice and serves a diverse set of legislative clients in the areas of bonding, economic development, transportation, property taxes, tax increment financing, local sales taxes, environmental regulation, energy, and annexation and land use. He has been with the firm since 2007.

Prior to joining Flaherty & Hood, Bradley was Senior Advocacy Director for the American Heart Association in Minnesota.

Bradley is a graduate of Gustavus Adolphus College and Hamline University School of Law. He is admitted to practice law in Minnesota.

**Marty Seifert, Senior Lobbyist**

As a senior lobbyist for Flaherty & Hood, Marty brings years of valuable public service and non-profit experience, as well as extensive knowledge of issues that are important to the firm's clients.

Marty served in the Minnesota House of Representatives from 1996 until 2010 and was elected Minority Leader of the Republican Caucus from 2006 to 2009. He previously worked as a high school social studies teacher and an admissions counselor at Southwest Minnesota State University, the same university where he received his bachelor's degree in political science and secondary education. He currently owns a property management company, serves on the Board of Governors for Granite Falls Energy and the Board of Directors for Catholic United Financial, and is involved in numerous community organizations.

In 2010 and 2014, Marty was a candidate for governor whose campaign took him to communities across Minnesota, giving him unique insight into the issues affecting our state.

Services Provided**Lobbying**

- Consult with the County on development of legislative priorities & strategy
- Draft necessary legislation and amendments
- Secure legislative bill authors
- Direct lobbying of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff
- Update or create informational handouts and other materials on County priorities
- Monitor progress of relevant bills throughout the legislative process
- Coordinate testimony for legislative hearings
- Provide the County with timely updates from the Legislature
- Monitor federal legislation, grant opportunities, and programs to identify opportunities for funding the County's priorities related to Highway 169

Advising the County on leading the formation of a Coalition

- Consult with the County on developing its vision for a U.S. Highway 169 Coalition
- Research and advise the County on entity choice and formation

- Assist the County in developing a membership, dues, and organizational structure for the Coalition
- As appropriate, advise on the creation of a member recruitment strategy

Project Management and Costs

Shane Zahrt will be the day-to-day point of contact for Itasca County at the Firm and will be primarily responsible for execution of the legislative and organizational activities described in this agreement. Erik Simonson, Bradley Peterson, and Marty Seifert will assist Mr. Zahrt, and Mr. Peterson will have ultimate responsibility for service delivery on behalf of the Firm.

The cost of the services under this agreement is \$36,500 for services performed as well as reasonable expenses such as printing, postage, travel, and meal expenses related to the execution of County business. Flaherty & Hood will bill the County in monthly prorated installments through the end of the contract term.

The term of services would commence upon approval by the Itasca County Board and run through December 31, 2023. This agreement may be terminated by either Itasca County or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

The County and Firm may agree to any additions to the scope of services and any additional compensation in writing.

Conflicts of Interest

By entering into this agreement, Itasca County understands that Flaherty & Hood represents other clients. Flaherty & Hood advocates for each client strenuously on its own merits. Specifically, the County is aware that Flaherty & Hood represents the U.S. Highway 14 Partnership—a corridor coalition in southern Minnesota that advocates for expansion of dangerous sections of Highway 14. Because the remaining 2-lane segments of that highway are fully funded and awaiting construction, the objectives of that organization are substantially accomplished. As such, neither the Firm nor the current leadership of the Highway 14 Partnership anticipate that Itasca County's efforts would pose a conflict.

If a conflict between clients does arise, Flaherty & Hood will immediately notify both parties and will work to resolve it.

Conclusion

Flaherty & Hood would be pleased to continue working with Itasca County to advance Highway 169 improvements. We remain confident that our experience and success in advocating for similar transportation improvement projects will lend themselves to helping us advance your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By: 

Bradley Peterson, Shareholder Attorney

Accepted By: _____
[Name], [Title]

[Name], [Title]

[Name], [Title]

References

Highway 14 Partnership

Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County

Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
darek.vetsch@co.wright.mn.us

City of Red Wing/Coalition of Utility Cities

Contact: Marshall Hallock, Administrative Business Director
315 West 4th St.
Red Wing, MN 55066
(651) 385-3602
marshall.hallock@ci.red-wing.mn.us