

MEETING INFORMATION SHEET
February 25, 2025

PULL:

1. Item #6.3 (Data Request Policy)

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.7 (New ATV Trail Proposal: Deer River-Cohasset Connection ATV Trail)
– additional information added



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 22, 2025

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

Oath of Office was administered to District #4 Commissioner Larry Hopkins.

IV. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (2025-04 Chloride Contract) and Item #6.6 (Outstate Travel Request) and approve the agenda, as amended.

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

V. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday 4/15/2024 Itasca County Regular Session.

VI. CONSENT AGENDA

Motion To: Add Item #6.5 (2025-04 Chloride Contract) and Item #6.6 (Outstate Travel Request) and approve the Consent Agenda, as amended.

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

1. Authorize out of state travel to San Antonio, Texas for Naesa Myers to attend Preparedness Summit - Pathways to Recovery in the Aftermath of Disasters.
2. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, June 4, 2025, at Cohasset Community Center.
3. Approve 2025 Lease Agreement between Itasca County and Grand Rapids Speedway, Inc., and authorize necessary signatures.
4. Approve Blandin Foundation grant application and acceptance if awarded for Bass Lake Park and Campground improvement projects, and approve necessary signatures.
5. Award County Project 2025-04 for Chloride to the lowest responsible bidder, Edwards Oil Inc dba Trimark Industrial and authorize the necessary signatures to execute the contract documents.
6. Authorize out-of-state travel to Omaha, NE for County Administrator Brett Skyles, Health & Human Services Director Eric Villeneuve, Court Services Director Kevin Glass, Probation Officer Chelsea Rabey, and Public Defender Devin Gorski to attend Boys Town, a Certified Residential provider qualified through the Department of Minnesota.

VII. REGULAR AGENDA

1. Receive Citizen Input
An Itasca County citizen, requesting anonymity, provided citizen input on requesting data from the County and the process on receiving it along with input on when the cleanup will get taken care of on the 336 bridge project.

2. Hold a Legislative Conference Call with Itasca County Delegation.
A Legislative Conference Call was provided by Itasca County Lobbyist Shane Zahrt.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

Welcome to new employee, Tony Palkki, Facilities Manager with the Administrative Services Department, effective April 14, 2025.

Welcome to new employee, Loretta Szweduik, Eligibility Specialist with the Health and Human Services Department, effective April 14, 2025.

Farewell to Tony Ridlon, whose last day as an Engineering Technician III with the Transportation Department was April 16, 2025, after 23+ years of service.

Farewell to Jennifer Lund, whose last day as a Human Resources Specialist was April 18, 2025, after 11 months of service.

Welcome to new employee, Theresa Hachey, Probation Officer with the Probation Department, effective April 21, 2025.

Welcome to new employee, Taylor Kesti, Assistant County Attorney-Intermediate with the County Attorney's Office, effective April 21, 2025.

4. Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for April 2025, in the amount of \$1,505,601.14.

Motion To: Approve Itasca County Health & Human Services (ICHHS) Warrants for April 2025, in the amount of \$1,505,601.14.

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

5. Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

Motion To: Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

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

6. Adopt the Resolution Re: Proclaiming the Week of May 4 – May 10, 2025 as National Correctional Officers Week.

Motion To: Adopt the Resolution Re: Proclaiming the Week of May 4 – May 10, 2025, as National Correctional Officer Week.

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

7. Adopt the 2024 Itasca County/City of Emergency Operation Plan (EOP) and authorize the Itasca County Board Chair to sign the 2025 Itasca County/City of Emergency Operation Local (EOP) Review Approval Form.

Motion To: Adopt the 2024 Itasca County/City of Emergency Operation Plan (EOP) and authorize the Itasca County Board Chair to sign the 2025 Itasca County/City of Emergency Operation Local (EOP) review approval form.

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

8. Adopt the Resolution Re: Authorizing Execution of Sub-grant Agreement and authorize necessary signatures.

Motion To: Adopt the Resolution Re: Authorizing Execution of Sub-Grant agreement and authorize the County Board Chair signature

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

VIII. ADMINISTRATOR UPDATE

IX. COMMITTEE REPORTS

Commissioner Johnson reported on attending the Arrowhead Counties Association, Arrowhead Regional Development meeting and the AMC Solid Waste meeting.

Commissioner Snyder reported on attending a Blandin Foundation Grant Team meeting Re: Trails Task Force, IEDC Board meeting, and Camp Hiawatha breakfast with MN delegation.

Commissioner Smith reported on attending a Blackduck Ambulance meeting.

Commissioner Venema reported on attending an AEOA meeting, senate election canvas, and participated in hiring process of a new Election.Director for AEOA.

X. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding IEDC, quarterly leadership meeting with AFCSME going well and also commented on Planning Commission Member.

Commissioner Snyder provided comment regarding PILT and how the reduction recommended on the Governor's Budget will affect Itasca County and requested a letter of opposition be sent.

Commissioner Smith provided comment regarding PILT and process of data requests.

Commissioner Venema provided comment regarding process of data requests.

XI. CLOSED SESSIONS

XII. ADJOURN

Chair Venema adjourned the meeting at 3:04 PM.

ATTEST

Casey Venema
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, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-393

DEPARTMENT: Administrative Services

TIME REQUESTED:

PRESENTER: Brett Skyles

AGENDA ITEM:

Background Checks Joint Powers Agreement with the Bureau of Criminal Apprehension

BOARD ACTION REQUESTED:

Approve Non-Criminal Justice Agency Background Checks Joint Powers Agreement with the Bureau of Criminal Apprehension and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca Co Human Resources_NCJA Background Check_JPA

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith



Joint Powers Agreement

State of Minnesota

Federal Background Checks

ORI – NCJMN0060
SWIFT Contract # 261997

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Itasca on behalf of its Human Resources Department ("Governmental Unit").

Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299C.62, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
 - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
 - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository for any records that match the fingerprints submitted. Any results of a fingerprint

match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/bca-divisions/criminal-justice-information-services/background-checks/background-check-fees>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Dept. of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue East Saint Paul, MN 55106
Telephone:	651.793.2590
Email Address:	Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Amanda Windorski, Interim HR Director
Address: 123 NE 4th St
Grand Rapids, MN 55744
Telephone: 218.327.0663
Email Address: amanda.windorski@co.itasca.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of

Governmental Unit.

9.1 Investigation. Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the

Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/EVERifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-400

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:

Phase 2 - Part 1 IRC Door FOB Security Access System Contracts

BOARD ACTION REQUESTED:

Approve Phase 2 - Part 1 IRC Door FOB Security Access System Contracts.

BACKGROUND:

The IRC has grant dollars available to pay for their portion of the new badge system. Submitting the contract for Phase 2, part 1 for the IRC system components to ensure billing is completed in time for the grant, so non-levy dollars are utilized. The County attorney has reviewed the contracts for Phase 1 and has approved the standard templates they are using.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-399

DEPARTMENT: Environmental Services

TIME REQUESTED:

PRESENTER: Katie Benes

AGENDA ITEM:

Authorize signature on proposal from Burns & McDonnell for C&D Management Plan.

BOARD ACTION REQUESTED:

Authorize signature on proposal from Burns & McDonnell for C&D Management Plan.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Burns & McDonnell Proposal

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

March 5, 2025

Katie Benes
Environmental Services Director
Itasca County
123 Northeast 4th Street
Grand Rapids, MN 55744

RE: Proposal for Construction and Demolition Management Plan

Dear Ms. Benes,

Project Understanding

Burns & McDonnell is pleased to provide this proposal for developing a Construction and Demolition (C&D) Management Plan (Plan) for Itasca County, DEM-CON, and the Leech Lake Band of Ojibwa (Project Partners).

Subject to the successful acquisition of the Construction and Demolition (C&D) Management Planning Grant, Burns & McDonnell will deliver the full scope of services outlined in this proposal. The Plan will align with the checklist outlined in the C&D Management Planning Grant from the Minnesota Pollution Control Agency (MPCA).

Our Project Team will work collaboratively with the Project Partners to assess the existing C&D waste management system, identify opportunities for improvement, and develop a comprehensive strategy for future management practices. Our approach will include a thorough evaluation of current policies, operational systems, funding mechanisms, and landfill abatement programs, while incorporating stakeholder engagement to provide alignment with community needs and environmental justice considerations.

Project Experience

Burns & McDonnell is a highly qualified, nationally ranked engineering and consulting firm that provides engineering and consulting services related to solid waste and resource recovery for local governments in Minnesota and across the United States. Based in Minnesota, our team has a deep understanding of the specific challenges faced by Project Partners. We are fully prepared to collaborate with them, not only to develop a compliant Plan, but also to deliver essential analyses that support an efficient and environmentally sound C&D management system.

Our team is well-versed in the MPCA's required planning content, review process, and approval procedures, having assisted more than 20 Minnesota local government clients with their solid waste management plans. Most recently, we supported the Solid Waste Officers of the Northeast Region, Crow Wing County, and Cass County in developing their respective solid waste management plans, which include C&D waste management strategies.

This project will be led by Heather Krauel, a Senior Planner with more than 25 years of experience specializing in solid waste, recycling, and hazardous waste program management. She has extensive expertise in land use regulation administration, permitting, planning, policy development, and community engagement. Before joining Burns & McDonnell, she successfully managed zoning and environmental services for a local government, overseeing multiple rural recycling centers, a transfer station, and a household hazardous waste facility.

Scope of Services

The Project Team proposes completing the following tasks to complete the Plan:

Task 1 – Initial Data Request

The Project Team will provide the Project Partners with a data request that will encompass data needs for completing the Scope of Services.

Task 1 Deliverables

- ▶ Initial Data Request.

Task 2 – Project Management/Project Communication

The Project Team will schedule an in-person kick-off meeting with the Project Partners. The Project Manager will attend in person, while one additional staff member will participate via Microsoft Teams. The primary objective of this meeting is to review the project approach, discuss key issues to be addressed, and confirm the timeline for various project tasks.

During the meeting, we will establish the roles of the Project Team, and Project Partners, gather contact information for designated lead staff, and define protocols for information exchange and issue resolution. To provide effective communication throughout the project, the Project Team proposes scheduling and participating in recurring virtual meetings to discuss task progress and key planning issues.

Additionally, we will provide the agenda and any handout materials at least two days in advance of the meeting.

Task 2 Deliverables

- ▶ Electronic copies of the kick-off meeting agenda, handouts, and follow-up summary.
- ▶ Participation of the Project Manager in a two-hour, in-person kick-off meeting in Grand Rapids, with one additional staff member attending via Microsoft Teams.
- ▶ Participation of the Project Manager in one-hour virtual check-in meetings.

Task 3 – Existing C&D Management System

The Project Team will evaluate the current C&D management system. This evaluation will include an assessment of the existing infrastructure capacity, service coverage, types of generators, historical generation data, recycling programs, education programs, and financial sustainability. The assessment will consist of reviewing and analyzing the provided data and will not include assessing the integrity of existing infrastructure. Following the evaluation, the Project Team will collaborate with the Project Partners to identify opportunities, barriers, and challenges—such as enhanced recycling, beneficial use, and deconstruction strategies. This will be accomplished through a visioning or whiteboard session designed to facilitate a collaborative brainstorming effort, identify key C&D opportunities, and review current challenges.

Task 3 Deliverables

- ▶ Key areas of the Plan: Existing C&D materials management system, demographics, C&D detailed aspects of the C&D management system, finances, landfill abatement, and public outreach/education programs.
- ▶ Participation of the Project Manager in a two-hour, visioning or whiteboard session meeting in Grand Rapids, with one additional staff member attending via Microsoft Teams.

Task 4 – Proposed C&D Management System

The visioning or whiteboard session will be used to draft a detailed proposed C&D management system, incorporating best practices, anticipated policy updates, and infrastructure recommendations tailored to the needs of Itasca County, DEM-CON, and the Leech Lake Band of Ojibwa. The proposed system will include a clear articulation of policies and goals, along with a detailed assessment of the demographics and population to be served. It will also map the planned service area, including environmental justice areas, to illustrate current usage and identify populations most in need of enhanced C&D services.



The proposed system will cover the various types of waste generators, such as residents, contractors, and waste haulers, and will detail the anticipated materials to be accepted and managed. It will describe waste sorting activities, the management of unacceptable wastes, and onsite enforcement or education measures. In addition, the system will review other public and private C&D systems within the region (up to five), discuss design specifics—whether through transfer stations, hub-and-spoke models, or alternative configurations—and identify the necessary permits and capacity requirements to manage the projected waste volumes.

The proposed system will address the financial framework and overall implementation strategy. It will outline potential funding sources—including tip fees, subsidies, taxes, and grants—and provide planning estimates for both construction (opinion of probable construction costs) and operational expenses such as equipment, staffing, and maintenance. Additionally, it will highlight landfill abatement efforts, recycling and reuse programs, and other waste reduction initiatives. By identifying opportunities, barriers, and challenges throughout the design, financing, and operational phases, the proposed system commits to a collaborative process that actively involves current users and stakeholders to create a sustainable and effective C&D management program.

Task 4 Deliverables:

- ▶ Key areas of the Plan: Proposed C&D materials management system, demographics, detailed aspects of the proposed C&D management system, finances, landfill abatement, and public outreach/education programs.

Task 5 - Public Outreach and Stakeholder Engagement Strategy

The Project Team will develop an educational and outreach strategy to provide community awareness and participation in the proposed waste management improvements. This strategy will involve representatives from both current users and private C&D waste management facilities in the current and intended service areas. The Project Team suggests that the Project Partners identify select stakeholders and include them in the visioning or whiteboard session.

Task 5 Deliverables:

- ▶ Educational and outreach strategy via Project Partner websites
- ▶ Summary of Outreach and Stakeholder Engagement for Plan

Task 6 – C&D Management Plan

Using the deliverables developed in Tasks 1 through 5, a draft report will be completed. An electronic version of the draft report will be provided to designated staff from the Project Partners’ team for review and comment. The Project Partners will consolidate the comments and return a single set of comments to the Burns & McDonnell project manager.

Burns & McDonnell will schedule and attend a review meeting—with one staff member attending in person and another key staff member participating via Microsoft Teams—with the Project Partners’ key staff to discuss the review comments and agree on the approach to finalizing the report. Based on this discussion, the report will be finalized, and an electronic version in Word format will be delivered to Project Partners within five business days.

The finalized version will then be submitted to the MPCA for review. Upon receiving a set of review comments from the MPCA, the draft plan will be revised, and a final draft plan will be submitted to the MPCA for approval. Any additional submittals of the draft plan required by the MPCA will be considered additional services.

- ▶ Up to a one-hour meeting with Project Team and Project Partners (Project Manager in person, one staff member attending via Microsoft Teams).
- ▶ An electronic version of the Draft C&D Management Plan for review by Project Partners.
- ▶ Submitted of the Revised Draft C&D Management Plan to the MPCA.
- ▶ A Finalized C&D Management Plan in both Word and PDF formats.

Key assumptions



1. The Plan will rely on information and data provided by the Project Partners and third-party sources without independent verification.
2. Travel is limited to three in-person meetings, as described in the Deliverables section of the Scope of Services. A total of 798 miles of vehicle travel is assumed to attend these meetings.
3. Six virtual-only meetings are assumed.
4. Stakeholder engagement beyond the visioning session will be considered outside the scope of this work.
5. All cost estimates are planning level only and not for budgetary or construction purposes.
6. The Project Partners will be responsible for all "Grantee responsibilities" outlined in the C&D Management Planning Grant.
7. Any services outside the proposed Scope of Services, assumptions, or associated fees will be discussed with the Project Partners and require approval before proceeding.

Fee

For the Scope of Services described herein, the total lump sum amount is \$133,000 but is not a guaranteed maximum, however this amount shall not be exceeded without prior written approval of Project Partners. Monthly statements will be submitted based on the Team's estimated percentage of Services completed at the end of the preceding month with the final invoice covering all completed services up to the authorized contract amount.

Schedule

This Scope of Services is anticipated to take approximately nine months.

Terms and Conditions

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement. Should the Project Partners be successful in obtaining the grant, and if you agree to the scope of services, fee, and schedule presented in this proposal, please sign this letter below and on the Terms and Conditions page, returning one copy for our file.

We appreciate the opportunity to present this Proposal and look forward to working with Itasca County, DEM-CON, and the Leech Lake Band of Ojibwa on this important project, contingent on successful grant approval. Please contact Heather Krauel if you have any questions at 218-390-0607 or email at hkrauel@burnsmcd.com.

Sincerely,



Heather Krauel
Project Manager



Luke Rodig
Department Manager, Environmental Services

Enclosures: Terms and Conditions for Professional Services



ACCEPTED:

ITASCA COUNTY, MINNESOTA

By: _____

Title: _____

Date: _____





TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Construction and Demolition (C&D) Management Plan	Date of Letter, Proposal, or Agreement: March 5, 2025
Client: Itasca County	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement. BMcD shall have the right, in its sole discretion, to suspend services if any invoiced amount due and owing is not paid within 30 days of the statement date.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD

from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY—LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

A. Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Client and BMcD acknowledge and understand that Client shall retain

ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of BMcD; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to BMcD. Under no circumstances shall BMcD assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Client further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of BMcD's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly

consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

21. REPORTING

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

22. SITE INFORMATION

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is hazardous.

23. CONTROL OF SITE

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

24. SITE ACCESS

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur.

Client agrees to assume responsibility for such unavoidable damage or alteration.

25. CERTIFICATION

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent landowner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

26. LABOR SOURCES

BMcD may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., Burns & McDonnell Europe (UK) Limited, and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill BMcD's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between BMcD and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the scope of work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of BMcD and able to act on behalf of BMcD within the scope of the authority granted to such personnel according to job function and billing classification. BMcD remains fully responsible for the work and services performed by all Labor Sources.

- END -



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-401

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Cooperative Forest Road Agreement

BOARD ACTION REQUESTED:

Approve the Cooperative Forest Road Agreement 25-RO-11090300-009 between Itasca County and the Chippewa National Forest and authorize signatures on the agreement.

BACKGROUND:

Since the late 1990's, Itasca County has been entering into agreements with the Forest Service which outlines the mutual cooperation that will be provided for by both agencies. Itasca County has generally been providing blading and snowplowing services on numerous forest service roads listed on the agreement. The Forest Service provides funding for culvert replacements on County Road stream crossings that impact the national forest.

Dates will be added to the document on the last day of signatures. This agreement expires in 2030 but is reviewed annually and updated if necessary.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 25RO11090300009 Master Road Agreement Itasca_For Signature

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith



FS Agreement No.

25-RO-11090300-009

Cooperator Agreement No.

COOPERATIVE FOREST ROAD AGREEMENT
Between
COUNTY OF ITASCA
And The
USDA, FOREST SERVICE
CHIPPEWA NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the XX day of XXXX, 2025, by and between County of Itasca, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Region 9, Chippewa National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Itasca County, State of Minnesota, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest Roads and roads on the State or local road system over which Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the



- responsibility of Cooperator should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.
- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. **IDENTIFICATION OF ROADS.** A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. **MAINTENANCE PLANS.** At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. **PROJECT AGREEMENTS.** When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the



improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Cooperator the arrangements shall be set forth in the project agreement. Payments to Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to



the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Chippewa National Forest for the U.S. Forest Service, and County Engineer for Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving



company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 30 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this agreement, including damage to any property owned by the Cooperator or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ryan Sutherland 123 NE 4th ST Grand Rapids, MN, 55744 218-327-2853 218-327-0688 FAX ryan.southerland@co.itasca.mn.us	Karin Grandia 123 NE 4th ST Grand Rapids, MN 55744 218-327-7389 office 218-244-2313 cell karin.grandia@co.itasca.mn.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Adam Bardwell 200 Ash Ave NW Cass Lake, MN, 56633 218-766-4372 adam.bardwell@usda.gov	Andrea Grimm 200 Ash Ave NW Cass Lake, MN, 56633 218-481-1256 andrea.grimm@usda.gov

11. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
12. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective **through XXXXXX** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.



This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

KARIN GRANDIA, County Engineer
County of Itasca

Date

MICHAEL STANSBERRY, Forest Supervisor
U.S. Forest Service, Chippewa National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

BRENDA
FRENZEL

Digitally signed by
BRENDA FRENZEL
Date: 2025.04.29
15:52:54 -05'00'

BRENDA FRENZEL
U.S. Forest Service Grants Management Specialist

Date



Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

Schedule A
Itasca County/Forest Service Road Maintenance Agreement
25-RO-11090300-009

Road	Road Name	Miles	Termini	Maintenance Activity	
				Itasca County	Forest Service
2033	Rainbow Road/Minne Car Car Road	2.5	CSAH 35 to MP 2.50	Blade & snowplow Shared: all other mtce	Shared: all other mtce
2143	Forestry Road (Wilderness Trail)	4.5	CSAH 49 to 2143N	Blade & Snowplow	all other mtce
2143N	Wilderness Lake Rd, Spur N	0.4	Wilderness Lake Road to Dead end	Blade	all other mtce
2143NA	Willey's Lake	0.3	Wilderness Lake Road to Willey's Lake	Blade	all other mtce
2147	North Star Lake Road	2.0	Hwy 38 to deadend	Blade & Snowplow	all other mtce
2151	Mack	3.5	Hwy 6 to CR 253	Snowplow	all other mtce
2180	Farm Camp	3.0	Cty 254 to junction w/FR2182	Snowplow	all other mtce
2181	Clubhouse Lake Road/ East Burns Lake Road	3.7	County 45 to Cad Lake Road	Blade	all other mtce
2181	Clubhouse Lake Road/ East Burns Lake Road	5.3	County 45 to FR2182	Snowplow	all other mtce
2182	Cameron (north)	0.5	2180 to junction with 2181	Snowplow	all other mtce
2187	Holland Lake Road, (Gunderson-Camp Five Road)	1.0	CSAH 14 to MP 1.0	Snowplow	all other mtce
2194	Sand Lake Rd	1.8	CSAH 34 to Co. Rd. 158	Blade & Snowplow	all other mtce
2198	Eagle Nest Road	4.0	ST Hwy 46 to Deer Lake Campground	Blade, snowplow & dust abatement	all other mtce
2205	Bowstring Lake Camp, (Trails End Rd)	1.5	CSAH 35 to MP 1.5	Blade & Snowplow	all other mtce
2205A	Bowstring Lake Lane	0.2	2205B to Private Rd	Blade & Snowplow	all other mtce
2205B	FR2205 Spur B (to Trails End Resort)	0.5	2205 to end	Blade & Snowplow	all other mtce
2240	Lost 40 Road	1.0	CSAH 26 to Lost Forty Parking area	Blade & Snowplow	all other mtce
2691	Mikes Lake Road	1.2	2181 to East boundary	Blade & Snowplow	all other mtce
3170	Wausota Road	0.8	Hwy 46 to Resort	Blade & Snowplow	all other mtce
3553	West Spider Lake Drive	2.8	2141 to Spider Lake	Blade & Snowplow	all other mtce
3755	Wildview Road (Hunters Lake)	5.0	CSAH 49 to 2143	Blade & Snowplow	all other mtce
3850	Ivy Road (Hunters Lake Spur)	1.3	3755 to 3853	Blade & Snowplow	all other mtce
3851	Spruce Road/Spring Lake Road	1.9	Wilderness Lake Road to Dead end	Blade	all other mtce
3853	Hunters Lake Road	2.6	2143 to North Boundary	Blade & Snowplow	all other mtce

Total Miles 51.3

updated 03/12/2025

KARIN GRANDIA
County Engineer

Date

MICHAEL STANSBERRY
Forest Supervisor

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-395

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Letter of support for proposed Spongy Moth Treatments in Itasca County

BOARD ACTION REQUESTED:

Authorize the Board Chair to sign a letter of support for the Spongy Moth treatments proposed in Itasca County.

BACKGROUND:

The Minnesota Department of Agriculture (MDA) provided an overview of Spongy Moth treatments proposed in Itasca County to the County Board of Commissioners on February 25, 2025 (RBA-2025-281). As part of this process, a letter of support is needed from the Itasca County Board. Spongy moth was formerly known as Gypsy moth, and it is an invasive pest that defoliates trees, affecting forest health, can cause human health concerns and is a nuisance.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

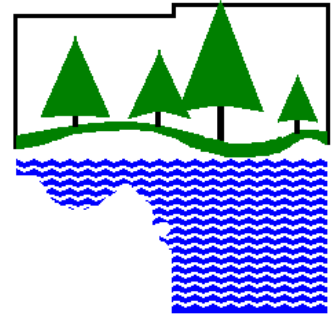
SUPPORTING DOCUMENTATION:

1. County Board Letter of Support

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

ITASCA COUNTY

**Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848**



May 6, 2025

Al's Aerial Spraying
c/o Mike Schiffer
3473 Shepardsville Road
Ovid, MI 48866

Dear Mr. Schiffer,

This letter is to provide written documentation of Itasca County Board of Commissioner's awareness for aerial application by Al's Aerial Spraying, for the Minnesota Department of Agriculture Cooperative Spongy Moth Program treatment projects, occurring in 2025. Al's Aerial Spraying has been contracted by the USDA-Forest Service for the aerial applications of mating disruption to reduce colonies of the spongy moth, *Lymantria dispar*, an invasive species.

We understand, Spongy Moth Slow-the-Spread mating disruption treatment project will occur at three sites in Itasca County. Approximately 2,500 acres are scheduled for aerial treatment in July of this year.

Al's Aerial Spraying will carry out this project in cooperation with, and under the authority of the Minnesota Department of Agriculture, the USDA-Forest Service, and the Spongy Moth Slow-the-Spread Foundation, Inc.

The Itasca County Board of Commissioners agree that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of spongy moth in our area.

Sincerely,

Casey Venema
Itasca County Board Chair

Cc: Matt Gallo, MDA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-143

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:

1. Online Form Submittal - B Franklin

05/06/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Shelley Kebart

From: noreply@civicplus.com
Sent: Friday, May 2, 2025 6:27 PM
To: Cory Smith; Terry Snyder; John Johnson; Casey Venema; Brett Skyles; Amanda Schultz; Shelley Kebart
Subject: Online Form Submittal: Citizen eInput

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

Citizen eInput

Citizen eInput Form

The Itasca County Board of Commissioners values your opinion and encourages Citizen Input. All comments submitted through this form are sent to the County Board members and the County Administrator for their consideration, as well as the Deputy Clerk of the County Board for placement into the public record.

All information submitted through this form becomes part of the official public record for the selected meeting. This service is provided as a convenience to the public and comments are subject to the following terms: • Submissions must include the submitter's true name and address. • It is unacceptable for any submission to slander or engage in character assassination. • No political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted.

The County Board will read submissions at the selected meeting, in accordance with the 3-minute time limit, and take all information under advisement; responses are not provided to comments submitted through this form. Please complete the following items to submit your input. For questions or concerns regarding the use of this form, please contact Amanda Schultz, Deputy Clerk of the County Board via email at amanda.schultz@co.itasca.mn.us or via phone at (218) 327-7362.

(Section Break)

First Name	Benjamin
Last Name	Franklin
Address	12345 Itasca
City	Bovey

State	Mn
Zip Code	55709
Meeting Date	May 6, 2025
Citizen Input	Dear Commissioners, I am writing to bring to your attention multiple areas in which Itasca County's current Data Practices policies and procedures appear to be out of compliance with Minnesota Statutes Chapter 13, commonly known as the Minnesota Government Data Practices Act (MGDPA). These issues represent both legal violations and practical barriers to the public's right to access government data. Key Concerns and Likely Violations: 1. Mandatory Identification for Public Data Requests The law clearly states that a requester does not need to identify themselves or state a reason when requesting access to public data. If the County's online portal or form requires identifying information (such as name or email) for submission, this is a direct violation of Minn. Stat. § 13.03, subd. 3. 2. Online Portal as the Only Access Method The County's manual encourages use of an online portal to submit requests. While convenient for some, this creates a discriminatory access barrier for those without internet access or technological means. Under § 13.03, subd. 2, data must be kept in a way that allows easy access for all members of the public. 3. Improper Fee Structures The County correctly charges \$0.25 per paper copy (under 100 pages), but there are concerns with: • Charging for inspection of public or private data (not allowed), • Charging for copies under \$10 (which is not allowed for data subjects), • Using higher-paid employees unnecessarily to inflate costs. These practices may violate § 13.03, subd. 3(c) and § 13.04, subd. 3. 4. Unclear Limitations on Repeat Access to Personal Data Page 7 of the manual states that after an individual accesses their data, they cannot do so again for 6 months unless there's a dispute or new data has been collected. This may violate § 13.04, subd. 3 if used to deny access to updated or newly used information. 5. Vague Denial and Response Language The policy does not clearly outline how the County will handle valid public data requests when identity is not provided. This

could enable denial of access without proper notification, which may violate § 13.03, subd. 3(f).

Requested Actions:

I respectfully request the Board take the following actions to bring County policy into compliance with Minnesota law:

- Ensure anonymous public data requests are accepted and processed.
- Amend the online portal to remove mandatory personal information fields for public requests.
- Reaffirm that inspection of public or private data is always free.
- Clarify and limit the use of cost recovery to actual, necessary expenses only.
- Offer offline and alternative data request options for accessibility.

The public's right to government transparency and data access is a fundamental part of democracy and must be protected. I look forward to your timely response and corrective action on these matters.

We will hold you accountable for any violations

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-337

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Itasca County Delegation

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County Delegation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

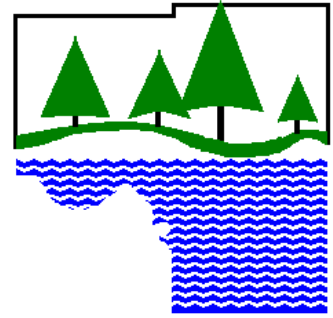
1. 2025 Legislative Priorities FINAL

05/06/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



Itasca County 2025 Legislative Priorities FINAL

- Canisteo Mine Pit Continued O & M Costs
- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- Appropriate reimbursement on ICWA funding based on costs and utilization
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Tax Forfeiture and Funding

For Legislative Discussion:

Wolf Management and Economic Impact



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-394

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Data Request Policy

BOARD ACTION REQUESTED:

Receive information on the Data Request Policy.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Data Practices

05/06/2025

RESULT:	PULLED FROM AGENDA
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ITASCA COUNTY

PUBLIC ACCESS TO GOVERNMENT DATA

&

RIGHTS OF SUBJECTS OF GOVERNMENT DATA

(Amended: 9/28/1999; 6/25/2002; 8/13/2002; 11/25/2003; 11/23/2010; 02/04/2016;
04/15/2016; 9/2/2016; 9/22/2017; 3/20/2018; 3/7/2019; 5/31/2023; 8/6/2024)

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Data Practice Contacts

ITASCA COUNTY
123 N.E. 4th Street
Grand Rapids, MN 55744

Responsible Authority (RA) for other than Elected Offices:

Administrative Services Office
County Administrator Brett Skyles
Brett.Skyles@co.itasca.mn.us
(218) 327.7363; fax (218) 327.2848

Data Practices Compliance Official (DPCO):

Administrative Services Office
County Administrator Brett Skyles
Brett.Skyles@co.itasca.mn.us
(218) 327.7363; fax (218) 327.2848

Responsible Authority (RA) for Elected Offices:

Attorney's Office – Jacob Fauchald
(218) 327.2867; fax (218) 327.0605
Jacob.Fauchald@co.itasca.mn.us

Auditor/Treasurer Department – Austin Rohling
(218) 327.2859; fax (218) 327.7426
Austin.Rohling@co.itasca.mn.us

Recorder's Department – Nicolle Zuehlke
(218) 327.2856; fax (218) 327.0689
Nicolle.Zuehlke@co.itasca.mn.us

Sheriff's Department – Joseph Dasovich
(218) 327.7476; fax (218) 326.4663
joe.dasovich@co.itasca.mn.us

Data Practices Designee's by Department:

(per 12/3/08 RA correspondence following 11/25/08 Board action)

Assessor Department – Amber Peratalo
(218) 327.7467; fax (218) 327.7343
Amber.Peratalo@co.itasca.mn.us

Environmental Services Department –
Katie Benes
(218) 327.2857; fax (218) 327.7331
Katie.Benes@co.itasca.mn.us

Health & Human Services Department –
Eric Villeneuve
(218) 327.2941; fax (218) 327.5547
Eric.Villeneuve@co.itasca.mn.us

Land Department – Kory Cease
(218) 327.2855; fax (218) 327.4160
Kory.Cease@co.itasca.mn.us

Mapping & Surveying Department –
Guy Carlson
(218) 327.2854; fax (218) 327.2848
Guy.Carlson@co.itasca.mn.us

Transportation Department – Karin Grandia
(218) 327.2853; fax (218) 327.0688
Karin.Grandia@co.itasca.mn.us

Veterans Office – John Prepodnik
(218) 327.2858; fax (218) 327.2848
John.Prepodnik@co.itasca.mn.us

Access to Government Data by Members of the Public

Right to Access Public Data

The Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, CD-ROMs, photographs, etc.

The Data Practices Act also provides that Itasca County must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that Itasca County keeps, Itasca County asks that you make your request utilizing the County's data practices link:

https://itascacountymn.govqa.us/WEBAPP/_rs/

If special accommodations are needed for a data request, please call the Administrative Services Department at (218) 327.7363.

Itasca County cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your request, we will work to process it.

- If we do not have the data, we will notify you as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the

data in electronic format. Information about copy charges is on page 4. We also will arrange for you to pre-pay for the copies as necessary.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. Itasca County will prepare summary data if you make your request in writing and pre-pay/pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on 8 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Fees for Providing Copies of Public Data

Itasca County charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you

For 100 or Fewer Paper Copies – 25 Cents Per Page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is \$20.53 per hour. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Copy Charges Set by Statute or Rule

None.

The Rights of Subjects of Government Data

Data about You

The Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, CD-ROMs, photographs, etc.

Classification of Data about You

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

Public data: We must give public data to anyone who asks; it does not matter who is asking for the data or why. The following is an example of public data about you: if you are an employee of a government entity, the fact that you work for the entity, and your job title and bargaining unit is public.

Private data: We cannot give private data to the general public, but you have access when the data are about you. The following is an example of private data about you: your Social Security number. We can share your private data with you, with someone who has your permission, with Itasca County staff who need the data to do their work, and as permitted by law or court order.

Confidential data: Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. The following is an example of confidential data about you: if you register a complaint with a government entity concerning violations of state laws or local ordinances concerning the use of real property, your identity is confidential. We can share confidential data about you with Itasca County staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

Your Rights under the Data Practices Act

Itasca County must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Your Access to Your Data: You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask Itasca County not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. Note: Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

When We Collect Data from You: When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennesen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

Protecting your Data: The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe. [Applies only to state agencies: In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.]

When your Data are Inaccurate and/or Incomplete: You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that Itasca County keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, Itasca County asks that you make your request utilizing the County's data practices link:

https://itascacountymn.govqa.us/WEBAPP/_rs/

If special accommodations are needed for a data request, please call the Administrative Services Department at (218) 327.7363.

Itasca County requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity document located on page 10.

How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format. Information about copy charges is on page 9. We also will arrange for you to pre-pay for the copies as necessary.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Data Practices Act to respond to questions that are not requests for data.

Fees for Providing Copies of Data About You

Itasca County charges data subjects for copies of government data. These charges are authorized under section 13.04, subdivision 3.

You must pay for the copies before we will give them to you.

We charge for copies when the cost is over \$10.00.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is \$20.53 per hour.

Copy Charges Set by Statute or Rule

None.

Definitions and Classifications of Data

THE MINNESOTA GOVERNMENT DATA PRACTICES ACT: DEFINITIONS AND CLASSIFICATIONS OF DATA

The Minnesota Government Data Practices Act (MGDPA) establishes a system of data classifications that define, in general terms, who is legally authorized to access government data. This classification system is constructed from the definitions provided in Minnesota Statutes section 13.02. See also Minnesota Rules part 1205.0200.

GOVERNMENT DATA

All data kept in any recorded form, regardless of physical form,
storage media, or conditions of use.

MS §13.02, SUBDIVISION 7

DATA ON INDIVIDUALS*	DATA ON DECEDENTS	DATA NOT ON INDIVIDUALS*
MS §13.02, SUBDIVISION 5	MS §13.10, SUBDIVISION 1	MS §13.02, SUBDIVISION 4
PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 15	PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 15	PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 14
PRIVATE Accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 12	PRIVATE ** Accessible to the representative of the decedent; Not accessible to the public MS §13.10, SUBDIVISION 1B.	NONPUBLIC Accessible to the subject of the data, if any; Not accessible to the public MS §13.02, SUBDIVISION 9
CONFIDENTIAL Not accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 3	CONFIDENTIAL** Not accessible to the representative of the decedent; Not accessible to the public MS §13.10, SUBDIVISION 1A	PROTECTED NONPUBLIC Not accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 13

*Individual is defined at MS §13.02, subdivision 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

** Private and confidential data on decedents become public data ten years after the death of the data subject and 0 years after the creation of the data.

Standards for Verifying Identity Itasca County

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

Timelines for Data Requests

1. Subject Data – within 10 days
2. Public Data – as soon as reasonably possible.

Weblinks

County Data Request Portal: https://itascacountymn.govqa.us/WEBAPP/_rs/

Minnesota Chapter 13: <https://www.revisor.mn.gov/statutes/?id=13>

Minnesota Rules 1205.0200: <https://www.revisor.mn.gov/rules/?id=1205.0200>

Records Retention Schedules: <http://www.mnhs.org/preserve/records/retentionsched.php>

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-397

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Commissioner Johnson

AGENDA ITEM:

Itasca County Strategic Plan for Economic Development

BOARD ACTION REQUESTED:

Receive information on an Itasca County Strategic Plan for Economic Development with possible action.

BACKGROUND:

Engage in Board discussion and possible action relating to the development of a ten (10) year strategic Plan for Economic Development in Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/06/2025

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, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-72

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of May 7, 2025, in the amount of \$687,289.14.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-396

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Sale of Road & Bridge Equipment and use of Unallocated Funds for Equipment Purchase

BOARD ACTION REQUESTED:

Approve the disposition of obsolete Road & Bridge equipment through Hansen Auction Group in Princeton, MN June 10-16. Approve unallocated funds from equipment sales above and beyond the budgeted \$160,000 for 05-330-5920 Equipment Sales for use in purchasing equipment. Approve the unallocated FEMA funds received in 2025 for 2024 storm damages in the amount of \$79,080.35 for use in purchasing equipment.

BACKGROUND: Equipment Sales Additional Notes

- Unit 1097 Motorgrader was replaced in January 2025
- 2 Tandems were ordered to replace units 1062/ 865 / 896
- Mechanic Trucks 1041/1020 were replaced with 1 new mechanic truck in December 2024
- 1018 Shouldering Machine, not replacing - limited use
- Military Forklifts & Crane, not replacing - limited use
- Tractors 1195 & 898 were replaced in 2023 - selling now due to mechanical issues
- V-Box Sanders have been replaced with tailgate sanders on new plow trucks
- Flatbed (for pickup) - was converted into a mechanic truck in 2023

2025 Equipment Purchased To Date

Purchases To Date = \$1,096,546.99 (Grader, 2 Tandem Plow Trucks, Remainder of Mechanic Truck)

Equipment Budget = \$1,290,000.00

Remaining = \$193,453.01

Use of remaining budget and Unallocated Funds

- Replace Unit 980, 2002 Excavator (Deer River) (7466 Hrs) with the same size excavator for District 1, approximate cost from quotes \$220,000 - \$260,000.
- Replace Unit 932, 1997 Excavator (Max) (9015 Hrs) with County Wide mini excavator, approximate cost from quotes \$65,000-\$90,000.

We anticipate being able to replace both excavators using the remaining budget funds + unallocated FEMA funds + unallocated equipment sales over budget funds; pending auction results.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Disposition of Itasca County Equipment

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

Disposition of Itasca County Equipment

Date: 4/9/2025
 Department: Road / Bridge
 Employee: _____

Vendor Sold to: _____
 Address: _____

 TOTAL

List one item on each line

Qty	Item Description	Serial * Number	Asset #*	Replaced By	Miles/HRS	Price \$
1	2009 John Deere 672G	DW672GX624925	1097	1257	12084 hrs.	
1	2006 Sterling	2FZHAZDE46AX02445	1062	1247	8454 hrs.	
1	1991 International	1HTGHPBR8MH376144	865	1029	190046	
1	1994 Ford LT8000	1FDYU82E2RVA50263	896	1029	12250 hrs.	
1	2004 Ford F350	1FTSF31S94EB68351	1041	10040	180881	
1	2003 Ford F350	1FTSF31S13EC03205	1020	10040	218989	
1	2003 Model 2000HTC conveyor (shoulder Mach)	BB0415729	1018	Not Used	556 hrs.	
1	Military forklift	D-1218	924	Not Used	5407 hrs.	ARB
1	Military forklift	CC-1175	927	Not Used	1616 hrs.	COH
1	Military forklift	LT 756	937	Not Used	1669 hrs.	BAL
1	Military forklift	D1225	979	Not Used	1185 hrs.	NAS
1	Military crane	98050	936	Not Used		ARB
1	John Deere Tractor 5525	LV5525S250501	1195	1144	5852 hrs.	MAX
1	John Deere Tractor 6400	122381	898	Spare used	7071	SPARE
5	V-Box Sander			Not Used		
1	Flatbed (for pickup)	N/A	Off 1216	Service box		

The sale of equipment must be approved by the department head (signature required below).

**If applicable*

 Department Head Date

 Vendor Representative Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-402

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson, Deer River Bushwackers Snowmobile/ATV Club

AGENDA ITEM:

New ATV Trail Proposal: Deer River - Cohasset Connection ATV Trail

BOARD ACTION REQUESTED:

Receive information on a new ATV Trail proposal from Deer River to Cohasset presented by the Deer River Bushwackers Snowmobile/ATV Club, and schedule a public meeting for May 22nd, 2025, at Deer River High School Commons Room at 6:00 p.m.

BACKGROUND:

The Deer River Bushwackers Snowmobile/ATV Club is looking into a connection from Deer River to Cohasset. The club has been working with the Land Department to align a corridor between the two communities. This is the beginning stages of implementing our Itasca County OHV Development Policy and more information will be provided at the board meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. City of Deer River ATV LANDOWNER PERMIT
2. Deer River Cohasset Connection
3. ATV Route city forest

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

**ITASCA COUNTY
GRANT-IN-AID (GIA) ATV TRAIL
LANDOWNER PERMIT**



<u>PERMITTEE (SPONSOR)</u> ITASCA COUNTY LAND DEPARTMENT 1177 LaPRAIRIE AVENUE GRAND RAPIDS, MN 55744-3322	<u>PERMITTER</u> City of Deer River 60 2nd St SE, PO Box 70 Deer River, MN 56636
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THIS PERMIT is granted on city owned property, to establish and maintain the ATV trail route. The Permitter grants this permit over and upon the following described premises situated in the County of Itasca, State of Minnesota, to wit:

Portions of the following parcels; 11-011-2000, 11-011-100, 11-002-4300, 11-002-4400, 11-001-3000, 11-002-2000, 11-012-1300, 11-012-4000, 11-011-3101, as designated by the attached map.

SUBJECT TO:

1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to the Permittee (Sponsor) six (6) months prior to termination by the Permitter(s).
2. The right-of-way shall be open to the general public for trail use during the designated trail season.
3. The Permittee shall at all times have the right to enter upon said trail for any purpose necessary to the performance of lawful powers and duties.
4. The Permitter(s) shall have the right to close said trail right-of-way during any emergency, in coordination with the Permittee (Sponsor) and Designated ATV Club.
5. No cables, chains, wire barriers, or other obstructions shall be placed on, over, and across the trail.
6. The Permitter is covered under MN Statue 604A.20 to 604A.27 for permitting recreational use on privately owned land and is not liable for any accidents occurred on said trail.
7. The permit is for a 12 foot width over the route to be used.

PERMITTER

(Landowner Signature)

DATE

(Club Name and Representative)

PERMITTEE

I hereby acknowledge receipt of a copy of this permit and agree to comply with the terms, conditions and regulations thereon.

LAND COMMISSIONER

DATE

NOTE: All Trail Permits are to be made out to the Sponsor not the club. Permits can be made out to club only if the Sponsor has specifically given written permission and authority to the club and the club has been incorporated.

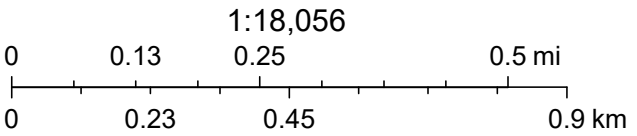


Itasca County GIS Web Map



3/18/2025, 10:16:09 AM

 Tax Parcel





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-372

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

National Police Week (May 12, 2025-May 18, 2025) & Peace Officers Memorial Day (May 15, 2025) in Itasca County

BOARD ACTION REQUESTED:

Adopt the Resolution Re: National Police Week, which recognizes National Police Week (May 12, 2025-May 18, 2025) & Peace Officers Memorial Day (May 15, 2025) in Itasca County.

BACKGROUND:

Peace Officers Memorial Day and **Police Week** is an observance in the United States that pays tribute to the local, state, and federal peace officers who have died, or who have been disabled, in the line of duty. Peace Officers Memorial day is celebrated May 15th of each year and the week in which it falls as Police Week.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

RESOLUTION 2025-15

RE: NATIONAL POLICE WEEK

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week and,

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County and,

WHEREAS, law enforcement officers are guardians of life and property, defenders of the individual right to be free men, warriors in the war of crime, dedicated to the preservation of life, liberty, and the pursuit of happiness and,

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with other law enforcement officers in Itasca County, unceasingly provide a vital public service and,

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers and,

WHEREAS, LEOKA statistics show that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and eighty-nine officers will be seriously assaulted in the performance of their duties. The community joins with other counties, cities, and towns to honor all peace officers everywhere and,

WE, THEREFORE, PROCLAIM the week of May 12 through May 18 to be Police Week and call upon all our citizens--as well as our patriotic, civic, and educational organizations--to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WE, THEREFORE, CALL upon all citizens of Itasca County to observe the 15th of May 2023, as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on May 6, 2025 and that the same is a true and correct copy of the whole thereof.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-398

DEPARTMENT: Sheriff

TIME REQUESTED: 5 Minutes

PRESENTER: Joe Dasovich

AGENDA ITEM:

Oracle Records Management System Transition

BOARD ACTION REQUESTED:

Approve the Public Sector Agreement for Oracle Cloud Services Agreement and authorize necessary signatures.

BACKGROUND:

Please refer to attached documents for project overview and background information.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Oracle Overview
2. Digiticket Itasca County MN (Grand Rapids, Deer River, Coleraine, Keewatin, Nashwauk) 70 Units_digiTICKET_Purchase_Price_Quote_20250403
3. Itasca Timeline Estimate
4. Oracle Documents

RESULT:

APPROVED (4 TO 0)

MOVER:

Commissioner John Johnson

SECONDER:

Commissioner Terry Snyder

AYES:

Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

ABSENT:

Cory Smith

**Itasca County
Sheriff's Office
Records Management
Transition Information**

Purpose

This memo outlines the financial and operational justification for transitioning from our current records management and public safety platform (Central Square Pro Suite) to Oracle Public Safety, and requests support in covering the initial implementation cost not offset by existing technology and E911 funds.

Background & Need

Our current vendor, Central Square, has become increasingly unreliable, with multiple unresolved issues:

- Repeated failure to respond to support tickets
- Ongoing overbilling problems
- Forced hardware dependencies (Panasonic Toughbooks only)
- On-premise, server-based system requiring regular maintenance and manual updates
- Annual 5% cost increases with no improvement in service or reliability

These issues threaten the stability of our public safety systems and consume a disproportionate amount of IT time and resources.

Proposed Solution: Oracle Public Safety

We propose transitioning to Oracle Public Safety, a cloud-based solution that offers:

- Comprehensive, modern public safety software
- 24/7 availability with no local server dependency
- Zero downtime during updates or patches
- No need for in-house servers or manual IT intervention for upgrades
- Hardware included for all users (no separate computer purchases)
- Fully integrated Digiticket system for streamlined citations
- Built-in mobile compatibility with secure Microsoft accounts and mobile device integration

This transition replaces aging infrastructure, improves system uptime, and standardizes our technology environment across jurisdictions.

Cost Overview

Item	Cost
Oracle Implementation	\$181,855
Digiticket Upfront	\$61,800
Total Year 1 Cost	\$243,655
Tech/E911 Fund Contribution	-\$100,000
Remaining Need (Year 1)	\$143,655

Offsetting Annual Revenue

We will bill outlying law enforcement agencies \$1,000 per full-time officer per year. In addition, each of the 45 outlying officers will receive a county-provided iPhone and Microsoft account:

- iPhone: $\$45/\text{month} \times 12 \text{ months} = \$540/\text{year}$
- Microsoft Account: $\$50/\text{month} \times 12 \text{ months} = \$600/\text{year}$
- Base Oracle Access Fee: $\$1,000/\text{year}$
- Total per Officer: $\$2,140/\text{year}$
- Annual Revenue: $\$2,140 \times 45 = \$96,300/\text{year}$

This revenue not only offsets Oracle's operating cost but also fully funds device and license support for these officers.

IT Efficiency & Support Reduction

By standardizing mobile devices (iPhones) and productivity tools (Microsoft accounts), and eliminating legacy server systems:

- We reduce demand on our IT team, particularly for after-hours and on-call troubleshooting
- System reliability increases due to streamlined equipment and unified platforms
- Maintenance and update cycles are handled seamlessly via the cloud, not on-site staff
- Downtime risk is minimized

Additional Cost Avoidance: Server Infrastructure

Under Central Square, we face ongoing exposure to costly server failures:

- Hardware Replacement: $\sim \$10,000$ per server
- System Admin Labor: $\sim \$5,000\text{--}\$8,000$ per event
- Downtime & Risk: Manual backups, reinstallations, potential data loss
- Total Cost per Event: $\$15,000+$

Oracle's cloud-based design eliminates the need for in-house servers, preventing these costly events altogether.

5-Year Financial Comparison

Vendor	Total 5-Year Cost
Oracle (all-in)	\$626,271.50
Central Square + HW	$\sim \$885,000+$
5-Year Savings	$\sim \$258,700\text{--}\$204,449$ (w/o billing PDs)

*Central Square figure includes annual 5% cost increases, estimated hardware for 88 officers ($\sim \$220,000$), and excludes hidden server-related labor and downtime.

Competing Vendor Bids

As part of our evaluation, we obtained bids from several other public safety system providers:

1. Motorola Flex – \$1,314,000 (one-time cost, highest upfront cost)
2. ProPhoenix – \$579,090 upfront, plus \$62,775 annually (not including hardware)
3. Tyler Technologies – \$548,126 Year 1 cost, \$302,062 annually thereafter (not including hardware)

****Cost Effectiveness Comparison:****

While ProPhoenix and Tyler offer lower upfront costs than Motorola, their annual licensing costs, hardware needs, and lack of bundled services drive up the total cost of ownership over five years. Oracle, at \$626,271.50 all-in over five years including hardware and mobile integration, is the most cost-effective and predictable investment. It provides superior support, a modern cloud-based platform, built-in mobile devices, and unified licensing for all users.

Conclusion & Request

Oracle provides:

- Modern, secure, cloud-based infrastructure (no servers, no manual updates)
- Stronger support, better service, and fixed predictable costs
- Built-in hardware for officers and streamlined mobile tools
- Additional \$96,300/year revenue through billing for Oracle, devices, and Microsoft licensing
- Long-term cost savings of ~\$258,700 over five years
- Significant reduction in IT workload and emergency support calls

We respectfully request approval to allocate \$143,655 in Year 1 implementation costs not covered by the Record's Office Technology Fund and E911 funds.

This transition is a strategic, future-proof investment that ensures operational continuity, improves system support, and saves taxpayer dollars in both the short and long term.



Purchase & SaaS Price Quote for the:

Itasca County Sheriff's Office

c/o Mike Lunde, Oracle



April 3, 2025



Proposal Prepared by:

Candice Phillips
Channel Sales Manager
918.671.4135 mobile

Saltus Technologies
907 South Detroit, Suite 820
Tulsa, OK 74120

April 3, 2025

Itasca County Sheriff's Office

RE: digiTICKET® Purchase Price Quote

Saltus Technologies is solely focused on developing and offering digiTICKET to public safety agencies. digiTICKET is now used by over 480 agencies in 23 states and supports agencies as small as 3 sworn officers and as large as 500 troopers. digiTICKET has been used to issue over 10 million citations and warnings over the past 15 years.

Saltus has one of the best reputations in the industry when it comes to customer service, and we are proud to claim EVERY customer as a reference.

The proposal includes:

- 70-unit digiTICKET pricing for software, and services which will utilize the following:
 - No Hardware included
 - Existing hardware:
 - 70 Android Tablets
 - 70 Printers (**Printers will need to be confirmed to work with Android**).
- Please note the following regarding integration with Oracle:
 - The solution includes a mobile interface to Oracle which will provide parsing of person and vehicle returns.
 - Configuration of digiTICKET requires access to return data files on the laptops and multiple sample returns to allow development of parsing of the raw data
- This proposal includes pricing for standard XML eCitation data exports to the Oracle application and an export to the BCA. Please confirm availability of exports and related fees with other third-party applications.
- On-site training using a train-the-trainer approach recommended. Travel and living expenses billed separately as actuals.
- This configuration includes hosting by Saltus (Web hosting, SQL licensing, server, maintenance, security, and backups).
- Standard scofflaw utilities are included in this solution.

As a part of a multi-agency solution (**Grand Rapids, Deer Valley, Coleraine, Keewatin, Nashwauk**):

- Police departments will use the same format for both state and municipal citations. Additional formats are available if needed.
- Police departments can maintain their own municipal court dates, times, and docket limits
- The digiTICKET Web application will be shared by each agency
 - Data views and citation access will be filtered based on groups. County and Municipality users cannot see each other's data.
 - A police department can utilize their own CMS and RMS exports (additional charges apply)
- Each agency sharing the platform:
 - Will use the same violations list for county or state citations.
 - Will have access to SCOFFLAW (Repeat Offender) data
 - Each Municipal PD can have their own violation list (in addition to printed ticket format).

- Must share the same business logic (required fields, validations, etc.). System rules will apply to all agencies.
- Drop-down list values will be shared by all agencies (i.e., eye color)

I am pleased to provide you with the attached quote for our digiTICKET electronic ticketing solution. Saltus provides a money-back guarantee on purchases. If, within the first 12 months, the Agency is not satisfied digiTICKET equipment can be returned for a full refund.

Saltus offers digiTICKET as a customized, turnkey solution that includes everything you need to deploy and use the solution. This quote provides two pricing options:

1. **Purchase:** All necessary hardware, software licenses and implementation services can be purchased from Saltus. This option requires ongoing costs associated with software maintenance and support, new hardware when needed, hosting and thermal paper.
2. **digiTICKET Solution as a Service (dSaaS):** All necessary hardware is purchased from Saltus, but all software licenses, implementation services, maintenance and support, and hosting fees are covered through a monthly service fee. *The dSaaS option has no contract term. Services can be canceled with 60 days' notice, with no penalty. There are no limits to the number of users or tickets written.*

NOTE: Upon request, Saltus can also include the necessary hardware in the monthly fee at an additional cost

The following document provides a price quote and additional information for the 7-unit solution described above and expires 60 days from the date above.

I appreciate your interest in digiTICKET and look forward to working with you to assist in your decision process. If you have any questions or need any additional information, please do not hesitate to contact me directly.

Sincerely,

Candice Phillips
918.671.4135 mobile
candicep@saltustech.com

About Saltus Technologies, LLC

Saltus Technologies, LLC (Saltus) is solely focused on developing and marketing our electronic ticketing solution digiTICKET®. Saltus' mission is to help our customers increase productivity and gain efficiencies through the use of digiTICKET. 'Saltus' is Latin, for "to jump forward." Our customers, through the implementation of digiTICKET, can expect to take a big leap forward in productivity and cost reductions.

After spinning off from another mobile software development company in early 2010, Saltus has grown its customer base to over 400 agencies in 22 states. Customers range from the 500 Kansas Highway Patrol Troopers using digiTICKET on laptop computers to small Police Departments sharing 2 handheld devices. Overall, Saltus customers now issue over 100,000 citations per month combined.

Saltus is the only eCitation company to offer their solution as a service. Initially launched as a procurement option in early 2011, the "digiTICKET Solution as a Service" (dSaaS) procurement option has been successful with both large and small agencies. Through this model, agencies can typically use expense budgets instead of going through the lengthy capital budget approval process.

Why digiTICKET, Why Saltus?

We believe digiTICKET provides distinct advantages to our customers:

Efficiency – digiTICKET eliminates handwriting errors and reduces the amount of time required to process tickets by utilizing barcode scanners and electronically exporting data to Records Management and Court Case Management systems.

Ease of use – digiTICKET was designed with the assistance of law enforcement personnel and has been enhanced over the years based on officer and agency feedback. We believe it is the most user-friendly solution on the market today.

Highly Configurable – digiTICKET has continually been enhanced over the years to be as flexible and configurable as possible. ***digiTICKET can be configured to exactly match your agency's current processes*** and tickets can be designed to match your agency's requirements. Interfaces can be built to the specifications of your RMS or Court system. To date, Saltus has deployed interfaces to over 75 different systems.

Customer Service – Saltus has earned the best customer service reputation in the eCitation market. We encourage you to contact any Saltus customer to discuss our responsiveness and customer service capabilities.

Experience – Although a small company, the Saltus team has over 175 combined years of experience configuring, deploying, and supporting digiTICKET.

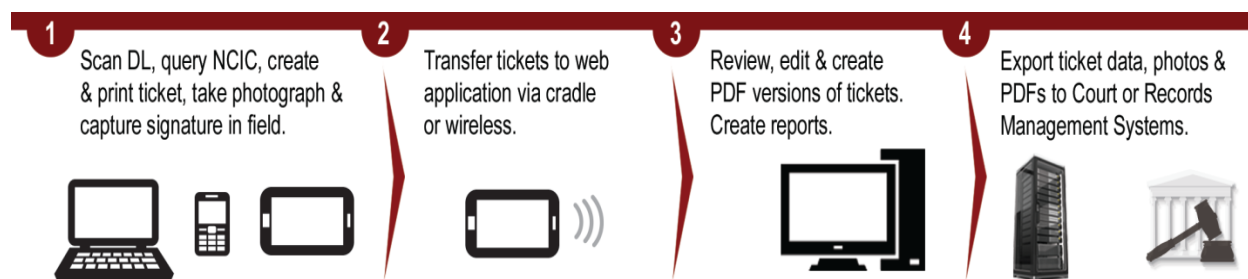
Focus - The last, but possibly one of the most important reasons why digiTICKET makes the most sense for your agency, is because ***Saltus is focused solely on electronic ticketing***. We are not distracted by developing and marketing other products to other industries.

digiTICKET Solution Overview

digiTICKET is a mobile software application that automates the process of writing and processing citations for law enforcement agencies. digiTICKET mobile software can run on laptops or tablets. Tablets are ruggedized and can be shared among officers. digiTICKET has been used to issue over 8 million citations over the past 10 years.

How digiTICKET Works

The digiTICKET solution utilizes a barcode scanner to scan violator driver licenses, capture vehicle information and assign violations to the offender. Saltus also offers the option of interfacing with RMS mobile applications to share NCIC/NLETS query data and use it to populate person and vehicle fields in digiTICKET. Once tickets have been completed, they are printed on a mobile thermal printer and given to the offender. Handhelds and tablets offer the ability to capture an electronic signature, photograph, GPS coordinates and voice notes. Tickets are then synchronized to the digiTICKET server via a network data connection. Once on the digiTICKET server, tickets can be managed and reproduced in PDF format, reports can be generated and ticket data can be electronically moved to Court and Records Management System(s) eliminating manual, redundant data entry. The server application is web based and can be accessed from any PC with an internet/network connection.



Benefits of digiTICKET

Improved Officer Safety - More law enforcement officers die in traffic-related incidents than from any other single cause of death. digiTICKET can reduce the amount of time required to issue tickets by more than 50% reducing officer exposure to roadside hazards.

Higher Productivity - Officers who utilize electronic ticketing can “free up” more than 50% of the time they would spend writing tickets by hand. This means more patrol time and improved public safety.

Increased Revenue by Reducing Ticket Errors - An estimated 5-10% of all tickets are dismissed due to errors in the ticket writing process. digiTICKET can reduce or eliminate illegible and uncollectable citations.

Automate the Ticketing Processes - Agency and court ticket processes rely on officers submitting fully completed tickets within required time frames. digiTICKET helps agencies automate problem areas.

digiTICKET Price Quotes

Option #1: Purchase

The purchase price for the digiTICKET solution includes digiTICKET software licenses, software implementation and training services, custom configuration services (if applicable), required hardware, paper, and hosting fees (if applicable). This procurement option requires ongoing costs associated with annual maintenance and support, new hardware when needed, hosting and paper.

Please refer to [Appendix A: digiTICKET Solution Scope](#) for a detailed description of the proposed solution.

digiTICKET Purchase Price Quote				
Software License Fees	Units	Fee	Total	
digiTICKET Server License - includes Oracle Export	1	\$ 7,500	\$	7,500
digiTICKET Mobile Client Licenses	70	\$ 550	\$	38,500
Oracle to digiTICKET Mobile Return Sharing Licenses	70	\$ 125	\$	8,750
Additional RMS / Court Export License(s): BCA	1	\$ 2,000	\$	2,000
Software License Fees		see above	\$	56,750
Oracle Customer Discount (Software)		20%	\$	(11,350)
TOTAL Software License Fees			\$	45,400
Professional Services Fees	Units	Fee	Total	
Standard implementation and training services	1	\$ 10,000	\$	10,000
Configuration of additional agencies (additional agencies)	5	\$ 800	\$	4,000
TOTAL Professional Services Fees			\$	14,000
Annual Hosting Fee (recurring fee)	1	\$ 2,400	\$	2,400
TOTAL PURCHASE PRICE (Year 1)			\$	61,800
** See detailed hardware quote with line item pricing & descriptions on following pages.				
NOTE : Travel & living expenses for on-site training will be billed separately, as actual.				
Recurring Annual Fees				
Component	Units	Fee	Totals	
Annual Maintenance & Support Fee - Hosted by Saltus (over 25 units)	70	25%	\$	11,350
Hosting Services (annual fee)	1	\$ 2,400	\$	2,400
TOTAL RECURRING ANNUAL FEES (beginning Year 2)			\$	13,750

Explanation of Purchase Fees:

The following components make up the pricing provided above.

Software Licenses Fees:

- digiTICKET Server Software – 1 license is required regardless of the number of client licenses
 - Includes one manual RMS or Court System Export license
- digiTICKET Mobile Client Software – 1 license is required for each device running digiTICKET
- digiTICKET Mobile to RMS Mobile Interface – 1 license is required for each device using the interface

NOTE: This interface enables digiTICKET to access person/vehicle query data from RMS or CAD mobile software applications. This capability is highly dependent on the quality and consistency of data being provided by the RMS mobile software. Because digiTICKET must rely on the RMS software and because the format of data returned from the state message switch can vary so widely, Saltus cannot guarantee 100% accuracy of returned data.

To configure this interface, Saltus developers use actual return datasets provided by the customer for each state being configured. A minimum of 5 person and vehicle returns (more than 5 will increase accuracy of the interface) must be provided by the customer to allow developers to create parsing algorithms for each state being configured. The standard interface includes in-state returns and 2 additional states of your choosing. Additional states can be added for an additional cost.

- Additional Exports – 1 license is required for each additional data export (per instance of the 3rd party software)

NOTE: Fees charged by RMS or Court system vendors are not included as part of this proposal and will need to be negotiated separately between the agency and each respective vendor.

Professional Services:

- Standard Implementation and Training Services include project management, requirements gathering, basic system configuration, quality assurance testing, user acceptance software testing, end user training and the deployment of digiTICKET.
- Other services related to non-standard configuration tasks, are included based on our knowledge of your requirements.

Professional Services:

- All, or a portion of professional services required to implement digiTICKET are included in the annual subscription fee (see pricing table above).
- Standard Implementation and Training Services include project management, requirements gathering, basic system configuration, quality assurance testing, user acceptance software testing, end user training and the deployment of digiTICKET.
- Other services related to non-standard configuration tasks, are included based on our knowledge of your requirements.

Hardware:

- Hardware items such as rugged tablet computers, USB barcode scanners, thermal printers and associated warranties, cables, etc.
 - See line-item hardware quote on following page for specifics related to quote above.

NOTE: The use of existing tablet computers, barcode scanners and/or printers must be approved by Saltus. If approved, customer must provide a minimum of two of each existing device types for system configuration and testing purposes.

NOTE: Saltus does NOT provide hardware installation services. The Customer is responsible for installing all hardware.

Paper:

- digiTICKET prints to thermal printers. Saltus provides premium thermal paper with high temperature ratings and extended archive-ability (typically 10 to 20 years).
- Full size 8 ½ x 11" paper is sold by the case. Each case contains 6 rolls of paper. Each roll contains 100 sheets of paper.

Hosting:

- The server application is web based. Saltus utilizes Rackspace to provide hosting services. See additional information on following pages. Hosting fees are paid annually and are considered part of ongoing maintenance and support fees.
 - Hosting can be performed by the customer but requires an onsite server and additional implementation services fees. No hosting fees would apply.

Recurring Annual Fees:

- Annual Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - The percentage is greater if the customer hosts the server application on site.

Hardware Included in Quote:

No hardware included.

Option 2: digiTICKET Solution as a Service (dSaaS) Option

The following dSaaS quote includes the same software, services, hardware, ongoing maintenance and support, hosting, etc. (and discounts, if applicable) as described in the purchase procurement Option 1 above. The only difference is the billing method.

The dSaaS option includes two parts: (1) a monthly fee for software, professional services, and ongoing support and maintenance and hosting (2) hardware and paper purchased separately.

"digiTICKET Solution as a Service" (dSaaS) Price Quote			
Item Description	Units	Per Unit	Total
Tablet/Handheld Configurations	70	\$ 35	\$ 2,481
TOTAL MONTHLY FEE			\$ 2,481
Items Below Included in Monthly Fee			Units
All required server, mobile client and interface software licenses			70
Annual software maintenance and support services			1
Annual hosting services			1
mobile to digiTICKET mobile interface licenses			70
Standard implementation and training services			1
Configuration of auto-exporter (total exporters)			0
Configuration of Oracle mobile to digiTICKET mobile interface			0
Additional days of on-site training; 1 included (additional days)			0
<i>Price above includes all customer discounts shown in Purchase price, if applicable.</i>			
NOTE: <i>Travel & living expenses associated with on-site training will be billed separately, as actual.</i>			

Saltus offers a pre-payment discount for customers that choose to pay either 6 months or 12 months in advance.

6 month pre-payment offers a discount of 2%: \$ (595) *annual discount*
12 month pre-payment offers a discount of 4%: \$ (1,191) *annual discount*

Explanation of the digiTICKET Solution as a Service Monthly Fee:

All software licenses, professional services, hardware, paper and hosting services are the same as described in the Option 1 above.

Recurring Monthly Fees:

- All software licenses, professional services, hosting, and maintenance and support fees are provided in the monthly dSaaS fee above.
- Customer pays a per-license, per-month fee – annual or semi-annual pre-payment discounts are available. If the agreement is canceled before the end of the pre-payment period, Saltus will refund the appropriate amount based on the cancellation date.

Hardware and Paper Fees (purchased separately):

- Hardware items such as rugged handheld computers, USB barcode scanners, thermal printers and associated warranties, cables, etc.

Software Overview:

Mobile Client Software

- Configured to match the agency's requirements/process.
- Extremely easy to use, runs on laptops or tablets
- Tickets can be issued in a disconnected state – no data connection is required
- Capable of writing tickets using multiple ticket formats – traffic, parking, code enforcement, city, or state tickets
- All officer, court and violation information automatically updated upon secure login by officer, allowing for the sharing of devices between officers
- Includes an electronic book of tickets that have been issued to the officer from the digiTICKET web application
- Includes an up-to-date electronic list of charges – including a “favorites” list for fast data entry
- “Lookup” tool for charges not included in favorites list
- Can issue as many as 8 charges on one screen – configurable to meet the agency's guidelines
- Ticket numbering can be handled multiple ways to meet the agency's guidelines
- Designate individual violations as warnings or flag as other types of violations such as “Grant” tickets
- Optional database of street addresses to ensure uniform locations on tickets
- Easy to use step by step procedure to create tickets
- Drop down lists ensure accurate data entry
- Scans barcodes on driver licenses and military IDs from across the United States, Mexico, and Canada
- Captures photo and electronic signature of violator
- Save in-process tickets and finish later
- Copy information from a previous ticket to start another
- Ability to change to and from “night mode,” reversing contrast to limit nighttime brightness
- Automatic notification of repeat offenders (scofflaw)
- Captures GPS coordinates of each stop
- Provides officers with ability to capture racial profiling information and make notes after a traffic stop – available to, or hidden from, court personnel
- Ticket information can be customized to meet each agency's needs and processes
- Printed ticket is easily customized to exactly match agency's requirements
- Includes software for remote diagnostics and updates
- Training typically takes less than 2 hours for novice computer users
- Optional capabilities include NCIC/NLETS queries (real time data connectivity is required) and interfaces to RMS mobile software field reporting applications



Figure 1 - digiTICKET on a rugged Zebra TC58 Android Tablet



Figure 2 - digiTICKET on a Panasonic CF31

Server Software

- Web based software that can be accessed from any PC with Internet/network access
- Secure login and data transfer and multiple levels of user authorizations
- Dashboard reporting of ticketing activity
- Review, edit, approve, void, or decline tickets
- Search for tickets or warnings by officer, shift, squad, violator, court date, ticket date and many more.
- Reproduce exact copies of tickets in PDF format with signatures, court disposition information, and photos
- Print PDFs on standard office printers or store and send electronically
- View a map of stop locations (captured using GPS capable devices)
- Edit, create, or inactivate municipal ordinances and state statutes
- Issue tickets to officers or run audit reports of assigned ticket numbers
- View, print or export reports of specific ticket data (custom reports available)
- Export citation data to Records Management or Court systems through web-based utility – optionally include PDF copies of tickets, pictures, etc.
- Automatically export data and deliver to the RMS in a predefined location, or interface to 3rd party systems through web services – optional capability
- Manage court dates for multiple court types for up to a year in advance
- Set court date rules such as docket size or lead time – for all or individual court dates/types
- Create an unlimited number of user types with a very detailed user-based permissions system – based on user type (i.e., officer, supervisor, prosecutor, court clerk, etc.)
- Group users by troop, shift, squad, division, etc.

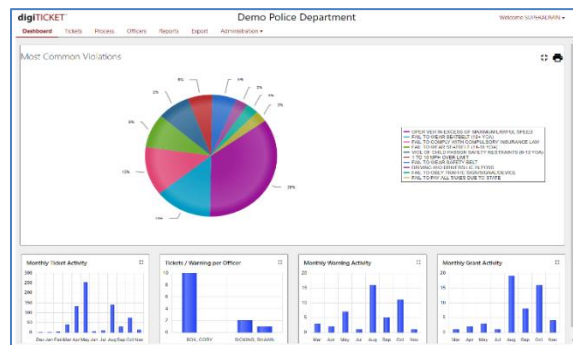


Figure 3 – digiTICKET Dashboard

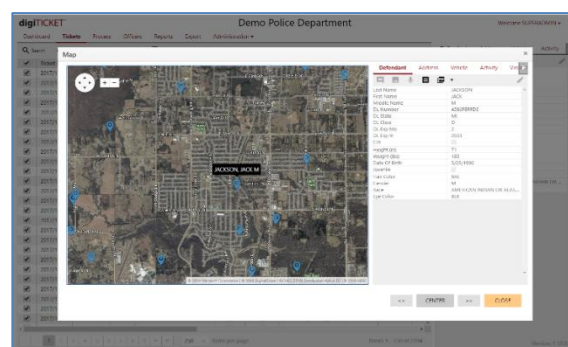


Figure 4 – digiTICKET Ticket Mapping

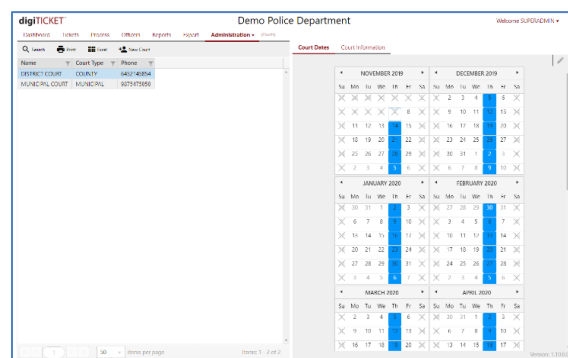


Figure 5 – digiTICKET Court Calendars

Data Synchronization

- The digiTICKET solution requires an internet/network data connection to synchronize tickets to the server. This is typically a full-time connection located where the units are maintained. The units do not require a connection when they are in use in the field.

Recommended Hardware

Saltus has designed digiTICKET to be “device agnostic” – meaning that we purchase “off the shelf” hardware and load the software on the devices. digiTICKET can be configured to utilize any number of computers and printers. Typically, digiTICKET is deployed on a Windows 7/10 laptop or tablet with the proper data capture capabilities (barcode/magnetic stripe scanner, Bluetooth communication, touchscreen, etc.). Tickets can be printed on any type of mobile printer – thermal or otherwise.

Server Configuration

The digiTICKET web application runs on a Microsoft Server with an SQL Server database. digiTICKET is typically hosted by Saltus (through a 3rd party hosting provider – more information found below) who provides maintenance, storage, backups, and SQL licensing. However, it can also be hosted by the agency. Specific server and connectivity requirements can be supplied upon request.

The following hardware configuration is recommend based on Saltus’ current understanding of your agency’s needs:

Brother PocketJet 8 Printer

- Fast, full-page mobile printing up to 13.5 ppm
- Up to 300dpi high-resolution print technology
- 2-year limited warranty out-of-the-box
 - *Extended warranties available*
- Prints on a variety of 8.5" wide thermal media
- Low maintenance costs: no ink or ribbons to replace
- Compact design: fits in places where space is limited
- High reliability due to fewer moving parts
- NiMH battery and longer-life Li-Ion battery is available
- Wide variety of options for flush, pedestal, or arm rest mounting
- USB-C, Wi-Fi®, MFi, and Bluetooth® wireless technology
- iOS® SDK, Android™ SDK, AirPrint® and Print Service Plug-in
- Windows®, macOS®, and Linux (via USB) OS compatibility
- Weight: 1.34 lbs. with Li-ion Battery
- Dimensions: 10.04in x 2.17in x 1.18in (255mm x 55mm x 30mm)



Ram Printer Caddy (optional)



Lund Printer Mount (optional)



There are many options for mounting printers in a vehicle. If requested, Saltus can provide pricing for the mounting option of your choice. Please note that Saltus does not provide installation services...

Printed Ticket Sample

Saltus designs tickets to look as much like traditional handwritten tickets as possible. This maintains a level of comfort with officers, court administrators as well as violators.

- Ticket fronts and backs are customized based on agency requirements.
- Tickets can be printed in 4" wide or full 8 ½ x 11" formats. 4" tickets can be deployed with pre-printed backs containing violator instructions. 8.5 x 11" tickets can be printed with the entire citation on the front side (similar to the Court's PDF copy below).
- Tickets can also be printed on a standard printer from the digiTICKET web application. These can include signatures, pictures, and Court disposition information (see sample below).

Ticket layout can be customized for each agency

Up to 8 charges and warnings can be listed on one citation

Includes signatures for both the officer and defendant

PDF copies of the ticket (from web application) can include a photo taken at the scene and the Court disposition information

State of Oklahoma CITY OF SALTUS COMPLAINT INFORMATION The undersigned, being duly sworn, upon his oath deposes and says that: on or about (date) 11/14/2013 at (time) 14:34 at or near (location) 555 W ASH County Number 18 05 East Control-Int. North Location within the city, county, and state aforesaid: Name (last, first, middle) SMILE, SARA Phone Number Address 200 MERO City FRANKFORT State KY Zip Code 40601 Birthdate (mo., day, yr.) 4/19/1990 Height 5' 8" Weight 112 Race W Sex F Class D Hair BLN Eyes BLU Endorse Driver License Number 904004823 CDL Withdrawal Month/Year 6/2011 State KY Employer VIN 1GNLC2E048R346728 Did Operate Part Other Unlawfully [X] [] [] Vehicle Make CHEV Year 2011 Body Style - Color 4D - BLU Tag Number 264POB Year 2014 St. AR Commercial Motor Vehicle [] [] Haz. Mat. Placard ACCIDENT: [] PD [] PI [] FATALITY and did then and there commit the following offense: SPEEDING 46 MPH in 36 MPH Zone Actual 46 MPH Face Radar Lidar Other [] [] [] [] Other Violation: E000009681 - Statute/Ordinance # 47 O.S. 11-601 1 TO 10 MPH OVER LIMIT Fine: \$99.00		NAME: SMILE, SARA STATE: KY COUNTY: FRANKFORT CITY: FRANKFORT ZIP: 40601 HOME PHONE: 40001
Contrary to Statute/Ordinance: I, the undersigned issuing officer, hereby certify and swear that I have read the foregoing information and know the facts and contents thereof and that the facts supporting the criminal charge stated therein are true. Signature of Officer <i>Sample</i> B12212 Badge No. 12 District No. Court Appearance: 11/14/2013 at 09:00:00 AM (DPS USE) If you are calling about credit or debit card payments, please call 877-491-4788 or visit www.myfinepayment.com Court Clerk Phone: Address: Mail Addr: PO BOX 123 DEMO OK 12346 of Court: DEMO OK 12346 Phys. Addr: 123 MUNICIPAL ST DEMO OK 12346 NOTICE: Release upon personal recognizance based on a signed written promise to appear for arraignment is conditional and failure to timely appear for arraignment shall result in the suspension of the arrested person's driver license in Oklahoma, or in the nonresident's home state pursuant to the Nonresident Violator Compact. WITHOUT ADMITTING GUILT, I promise to appear in said court and said time and place. SIGNATURE: <i>Sample</i> (CHECK ONLY ONE BOX) Signed Personal Recognizance [X] Jail [] Bond Attd [] Other [] Name of Parent or Guardian [] Address [] Officer's Remarks NOTES AREA: [] business [X] school [] residential [] rural [] other [] HIGHWAY TYPE: [] 1 lane [X] 2 lane [] 3 lane [] 4 or more lanes [] undivided [] divided [] ramp [] other []		ABSTRACT OF COURT RECORD FORWARD TO ACCIDENT RECORDS, DEPARTMENT OF PUBLIC SAFETY P.O. Box 11416, Oklahoma City, OK 73158-0416 Case No. _____ Docket No. _____ Page No. _____ Arraignment Continued to: _____ ENTRY OF APPEARANCE AND PLEA I, the undersigned, do hereby enter my appearance on the complaint of the offense charged on the other side of this summons. I have been informed of my right to that as provided by law. ☐ I do hereby waive my rights to a hearing by court or jury and PLEAD GUILTY to said offense as charged. I further agree to pay the penalty prescribed for my offense. ☐ I do hereby waive my rights to a hearing by court or jury and PLEAD NOLO CONTENDERE (No Content) to said offenses as charged. I further agree to pay the penalty prescribed for my offense. ☐ I do hereby PLEAD NOT GUILTY to said offense as charged, posting amount designated below as my bond for appearance in court on: _____ Signature of Defendant: _____ Amount: \$ _____ Date: _____ PROSECUTOR'S ENDORSEMENT The within complaint has been examined and there is probable cause for filing the same. Complaint filed: Signature (Prosecuting Attorney: D.A.; A.D.A.) _____ Date _____ COURT ORDERS On (Date): _____ ☐ Charge Amended to: _____ Non Conviction Based Upon: ☐ Court (Jury) Acquittal ☐ Court Dismissal No Fine/Costs ☐ Deferred to Date _____ ☐ Court Dismissal With Fine/Costs Date of Order: _____ Conviction Based Upon: ☐ Bond Forfeiture ☐ Plea of Guilty ☐ Plea of Nolo Contendere ☐ Court (Jury) Conviction Conviction Date: _____ The Court, therefore, enters the following order: Fine: \$ _____ Costs: \$ _____ Jailed _____ days in _____ School _____ days; Probation _____ days; Defendant notified of his rights _____ Appeal Bond of \$ _____ filed _____ Appeal to _____ Court _____ I Certify This To Be A True And Correct Abstract Of Court Record Signature of: _____ ☐ Judge ☐ Clerk ☐ Deputy Clerk



Implementation and Support Services

The Saltus Solution Delivery Methodology is used for all solution deployments. This is a structured process that ensures that all possible issues and all requirements are jointly identified by Saltus, and customer resources and all system configuration changes are approved by the customer prior to any work being performed by Saltus engineers. This process ensures that Saltus and the customer are always on the same page and that expectations are being met throughout the entire process.

The activities contained within this methodology are as follows:

- **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various customer departments to ensure that the solution is configured specifically the way the customer wants it.
- **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet the customer's specific needs. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
- **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with key customer personnel. This session is conducted to ensure that the system is configured as requested by the customer.
- **Training Programs**
Saltus offers complete training services, documentation, and on-going training support.
 - Customized User Guides (printed and on-line)
 - Training sessions are customized to meet each customer's needs
 - digiTICKET Trainers have extensive experience working in the field with users of mobile software, hardware, and web-based applications
 - Training approaches include Train the Trainer, Groups, and one-on-one instruction
 - Sessions can be scheduled around shifts with follow-up training completed as required
 - Personal Web-based video training is also available
 - Satisfaction with training is guaranteed for each agency
- **Support and Maintenance Programs**
 - Saltus provides tier 1 technical support for software and hardware
 - digiTICKET configuration and installation is completed by Saltus (we can also provide installation of Wi-Fi access points).
 - Standard support responses generally result in a resolution within the same day
 - 24/7/365 phone and email support are available at no extra charge
 - Each agency has access to Web-based customer portal for issue tracking and knowledge base
- **Device Management**
 - Complete Maintenance and Warranty programs are available for hardware
 - Saltus provides turnkey management of devices and offers replacement units if a device is out of service for maintenance
 - Utilization of remote device management software for upgrades and support
- **Deployment**
 - After training, the solution is deployed and Saltus then provides end user support and system maintenance and updates for the life of the maintenance and Support Agreement.

digiTICKET Hosting Infrastructure

At Saltus, we understand the critical importance of secure and compliant data management, especially when handling sensitive Criminal Justice Information (CJI). That's why we leverage the power of Azure Government Cloud (GovCloud) to provide our customers with a robust, scalable, and secure hosting environment.



Why Azure GovCloud?

Azure GovCloud is specifically designed to meet the stringent security and compliance requirements of U.S. government agencies and their partners. It offers an isolated, dedicated cloud environment that is exclusive to government entities and their partners, ensuring that your data is handled with the highest level of security and integrity.

- **CJIS Compliance:** Azure GovCloud is fully compliant with the Criminal Justice Information Services (CJIS) Security Policy, ensuring that all Criminal Justice Information (CJI) is managed according to the highest standards of confidentiality, integrity, and availability.
- **Data Residency and Sovereignty:** Your data is hosted within U.S. data centers, ensuring that it remains under U.S. jurisdiction at all times. This is crucial for meeting the regulatory requirements associated with handling CJI and other sensitive government data.
- **Enhanced Security:** Azure GovCloud provides multi-layered security with built-in threat detection using *Azure Security Center*, advanced data encryption through *Azure Key Vault*, and strict access controls managed via *Azure Active Directory*. Your data is protected against both external and internal threats, ensuring peace of mind.

Expert Cloud Management

Managing a secure and compliant cloud environment requires specialized expertise. Saltus ensures that your Azure GovCloud environment is managed by a team of experienced professionals dedicated to maintaining the highest levels of security, compliance, and performance.

digiTICKET Solution Scope Checklist				
Agency: Itasca County Sheriff's Office		Partner: Oracle		
Contract Date: _____		Contract Type: Undecided		
Solution Overview		Answer /Qty.	Type	Description
	Laptop	0		
	Tablet/Handheld	70		
	Is customer a NEW or EXISTING partner customer?	New Partner Customer		Expected Go-Live: #N/A
	If NEW customer, is dT expected to GO LIVE same time?	Yes	If NEW customer, can dT go live before? 0	
Hardware Provided by Saltus		Answer /Qty.	Type	Description
	Tablet/Handheld	0	NA	
	4" Printers (note options MSR, Bluetooth, Battery)	0	NA	
	Full Page 8 1/2 x 11 Printers	0	NA	
	Barcode Scanners	0	NA	
Existing Hardware Provided by Customer		Answer /Qty.	Type	Description
	Laptops	No	0	
	Tablets	70	Android Tablet	
	Does tablet have integrated scanners?	Y		
	4" Printers			
	Full Page 8 1/2 x 11 Printers	Y		
	Barcode Scanners			
Exports / Interfaces		Response		
IF SALTUS IS PROVIDING EXPORT(S) (BELOW), CUSTOMER MUST CONFIRM AVAILABILITY AND PRICING FOR DATA IMPORT W/ 3rd PARTY.				
Records Management System		Oracle		
Vendor Contact Information				
Is an RMS Export included?		Export included		
Type of export required?		Auto-export		
Court Case Management System		BCA		
Vendor Contact Information				
Is a CMS Export included?		Export included		
Type of export required?		Auto-export		
Other Interfaces (State system, Payment, etc.)				
Vendor Contact Information				
Is another export required?				
Type of export required?				
Has export format and process been vetted by config?		NA		
Has all documentation been provided to config?		NA		
Mobile Software to digiTICKET Mobile Software Interface		Response		
Mobile Query Software to digiTICKET Mobile Interface?		Yes - Oracle	Vendor Contact Information	
Number of states to be parsed (in-state + 2 included)?		3	10 person & vehicle returns MUST be provided per state.	
Software Configuration Requirements (also see Pricing Summary)				
Configuration of additional agencies (additional agencies)				
Ticket Types / Formats		Answer /Qty		
Printed ticket types:		0		
Pre-printed Paper Back Required (4" printer):		No		
Training Requirements		Response		
Type of Training:		On-Site	Travel & living expenses billed separately as actuals.	
Number of days of training:		1		
Other		Response		
If dSaaS, does solution include hardware and/or paper?		INCLUDE HW, INCLUDE PAPER		
Type of client connectivity? WiFi/MiFi/Cellular?		Integrated cellular		
Have they used other e-ticketing software?		Yes		
Is this a response to an RFP, is there anything promised that Config needs to know about etc.?		No		
APPROVED BY (CUSTOMER)				
Signature: _____		Date: _____		
Printed Name: _____				

Timeline

Estimated Implementation Expenses Timeline

Engage Phase
5+/- Days

Focus Phase
15+/- Days

Refine Phase
45+/- Days

Enable and Live Phase
35+/- Days

01 Signing

03 Work Begins
IT Primarily

02 System Turned On

04 Kick-Off of
Configuration
All Departments Meet

Configuration workshops start

05 Configuration,
Integration,
Migration Reviews
and fixes
Early Q1 2026

06 Training
2026 Q2

Go Live
May 2026

2025 May-June
Bill due June 30th at latest

2025 June – Dec.
Monthly

2026 Jan – May Train in late Spring,
Vehicle Upfit April / May - Go Live in May

Billing Timeline Estimate – High Estimate

April Signing

- Activation determines billing start date
- SaaS is Quarterly in Arrears, net 30 day payment window.
- Services is Monthly per services used, net 30 day payment window

Calendar Year 2025

- 20% +/- Implementation
- SaaS QiA 1st Payment
 - Due August 30th
- SaaS QiA 2nd Payment
 - Due Nov 30th

Calendar Year 2026

- 80% +/- Implementation Services
- SaaS QiA 3rd Payment
 - Due Feb. 30th
- SaaS QiA 4th Payment
 - Due May 30th
- The bulk of the software work will take place over the Winter.
- The bulk of the high dollar expenses will take place in Spring (Training, Final Conversions, Go Live, Vehicle Up-Fit)





PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: Itasca County, MN

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Joe Dasovich
Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-3023603



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Your Name	Itasca County, MN	Your Contact	Joe Dasovich
Your Location	123 NE 4th Street Grand Rapids, MN 55744	Phone Number	(218) 326-3477
		Email Address	joe.dasovich@co.itasca.mn.us

Hardware Devices Ship to Address:

Name	Itasca County, MN	Your Contact	Joe Dasovich
Ship to Address	123 NE 4th Street Grand Rapids, MN 55744	Phone Number	(218) 326-3477
		Email Address	joe.dasovich@co.itasca.mn.us

New Subscription

Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	5	36 mo	208.00	37,440.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	81	36 mo	10.40	30,326.40
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	81	36 mo	36.40	106,142.40
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	70	36 mo	75.00	189,000.00
B96533 - Oracle Public Safety Interface, Active911 Paging Export - Interface	US Government	1	36 mo	0.00	0.00
B96540 - Oracle Public Safety Interface, Equifax, VINE - Interface	US Government	1	36 mo	83.20	2,995.20
B96543 - Oracle Public Safety Interface, Guardian RFID - Interface	US Government	1	36 mo	83.20	2,995.20
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	320.00	11,520.00
B96587 - Oracle Public Safety Jail Management System - Jail Bed	US Government	90	36 mo	10.40	33,696.00
B96642 - Oracle Public Safety Interface, e911 ANI ALI - Interface	US Government	1	36 mo	0.00	0.00
B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface	US Government	1	36 mo	0.00	0.00
B96650 - Oracle Public Safety Interface, Motorola, MCC-7500E Tone Paging - Interface	US Government	1	36 mo	83.20	2,995.20
B96652 - Oracle Public Safety Interface, IAmResponding, Paging - Interface	US Government	1	36 mo	0.00	0.00
B96661 - Oracle Public Safety Interface, HigherGround, Capture911 Voice Recorder - Interface	US Government	1	36 mo	83.20	2,995.20
B96667 - Oracle Public Safety Interface, LeadsOnline - Interface	US Government	1	36 mo	41.60	1,497.60
B96673 - Oracle Public Safety Interface, MN, BCA, Crime Reporting	US Government	1	36 mo	0.00	0.00

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Services Period: 36 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
System CRS - Interface					
B96676 - Oracle Public Safety Interface, MN, DOC, Probation Alerts - Interface	US Government	1	36 mo	0.00	0.00
B96678 - Oracle Public Safety Interface, Tyler Technologies, InCode, Warrants - Interface	US Government	1	36 mo	83.20	2,995.20
B96687 - Oracle Public Safety Interface, MN, BCA, Statute and Offense - Interface	US Government	1	36 mo	0.00	0.00
B96697 - Oracle Public Safety Interface, MN, BCA, Dataworks Plus, Livescan - Interface	US Government	1	36 mo	83.20	2,995.20
B96698 - Oracle Public Safety Interface, MN, DOC, Statewide Supervision System S3 - Interface	US Government	1	36 mo	0.00	0.00
B96701 - Oracle Public Safety Interface, TurnKey Corrections, Commissary - Interface	US Government	1	36 mo	41.60	1,497.60
B96702 - Oracle Public Safety Interface, CorrecTek, Spark, eMAR - Interface	US Government	1	36 mo	41.60	1,497.60
B97273 - Oracle Public Safety Interface, iPaaS integration - Interface	US Government	1	36 mo	41.60	1,497.60
B97274 - Oracle Public Safety Interface, Saltus Technologies, digiTICKET, eCitations - Interface	US Government	1	36 mo	83.20	2,995.20
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	8	36 mo	50.00	14,400.00
Subtotal					469,281.60

New Subscription

Services Period: 36 months						
Programs and Program-Related Service Offerings						
License Subscription	Quantity	Term	List Fee	Unit Net Price	Net Fee	
B108092 - Oracle Public Safety License Subscription, NCIC powered by CommSys, Standard Plus, Region 1, (Up to Quantity) - Sworn Officer	225	36 mo	15,840.00	1.96	15,840.00	
B108611 - Oracle Public Safety License Subscription, NCIC powered by CommSys, Additional Agency, up to 14 Sworn Officers - Each	5	36 mo	3,600.00	20.00	3,600.00	
B108612 - Oracle Public Safety License Subscription, NCIC powered by CommSys, Additional Agency, 15 or more Sworn Officers - Each	1	36 mo	2,160.00	60.00	2,160.00	
Subtotal			21,600.00		21,600.00	

Hardware and Hardware-Related Service Offerings				
Item	Part Number	Hardware Description	Quantity	Net Fee
1.0	7605786	Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only	63	0.00
Total Hardware and Hardware-Related Service Offerings Fees				0.00

Hardware and Hardware-Related Service Offerings						
Item	Part Number	Hardware Description	Quantity	List Fee	Discount %	Net Fee
1.0	7605787	Customer Spare: Oracle Public Safety	2	1,960.00	0.0	1,960.00

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Hardware and Hardware-Related Service Offerings						
Item	Part Number	Hardware Description	Quantity	List Fee	Discount %	Net Fee
		Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display				
		Total Hardware and Hardware-Related Service Offerings Fees				1,960.00
		Shipping Method: HARDWARE - STANDARD				

Other Fees	Quantity	
Hardware Freight Fee	2	0.00
		Other Fees 0.00

Hardware and Hardware-Related Service Offerings						
Item	Part Number	Hardware Description	Quantity	List Fee	Discount %	Net Fee
1.0	7605786	Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only	15	0.00	0.0	0.00
		Total Hardware and Hardware-Related Service Offerings Fees				0.00

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B99054 - Oracle Public Safety Suite, NCIC powered by CommSys, Implementation Services, up to 225 Sworn Officers	1	N/A	2,880.00
		Other Fees	2,880.00

Fee Description	Net Fee
Cloud Services Fees	469,281.60
Oracle Hardware Fees	1,960.00
Hardware Device Fees	0.00
CommSys Subscription Fees	21,600.00
Consulting / Professional Services Fees	2,880.00
Other Fees	0.00
Total Fees	495,721.60

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-CPQ-3023603 and all amendments and addenda and supplemental terms thereto, including those specified in section A.2 below, (the "Master Agreement"). The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

b. Linking Language You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

2. Applicable Schedules and Supplemental Terms and Conditions

The following schedules and supplemental terms and conditions are incorporated, by reference, as part of the Master Agreement:

- a. Criminal Justice Information Services Supplemental Terms and Conditions which are attached to the applicable Service Specifications.
- b. You acknowledge and agree that you have read and understand the Criminal Justice Information Services Supplemental Terms and Conditions which are attached to the Services Specifications for the products and service are being purchased hereunder and which may be accessed at: <http://www.oracle.com/contracts>

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at <http://www.oracle.com/contracts>.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

- a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.
- b. You understand that you may receive multiple invoices for the products and/or services you ordered.
- c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

6. Currency

US Dollars

7. Offer Valid through

31-MAY-2025

8. Territory

- a. You have ordered CommSys Subscription, Hardware Device, and/or Services specified in the table(s) above section A for use in the United States.
- b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.
- The "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

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- Consulting/Professional Services Payment Frequency: Monthly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the total net fee of \$517,793.59, which shall be the sum of the following annual amounts:

- Option Year 1 \$172,597.86
- Option Year 2 \$172,597.86
- Option Year 3 \$172,597.86

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices-specified in the tables above section A.

1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) occurs on delivery.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE – STANDARD.

c. You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

D. TERMS FOR COMMSYS SUBSCRIPTION

You have ordered CommSys subscription ("**CommSys Subscription**") for the duration of the Services Period specified in the tables above section A. The following terms and conditions apply to the CommSys Subscription specified in the tables above section A.

1. CommSys Terms and Conditions

Oracle is authorized to sublicense the use of the CommSys Subscription specified in the tables above section A to You subject to the terms and conditions of this ordering document. By signing this ordering document, you acknowledge and agree that your use of the CommSys

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Subscription is subject to the non-negotiable terms and conditions set forth in the CommSys Flow Down End User License Terms and Conditions ("**CommSys Terms and Conditions**") attached hereto as Exhibit A.

2. Commencement and Acceptance Date

For the CommSys Subscription, the commencement and acceptance date is the date on which the installation of the CommSys Subscription has been completed and the license key has been delivered to You by CommSys to allow you to access the CommSys Subscription. For the Consulting Services, the acceptance date is the date on which the installation of the CommSys Subscription has been completed.

3. Payment Frequency

CommSys Subscription Payment Frequency: Quarterly in Arrears

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the CommSys Terms and Conditions, the parties expressly agree that the CommSys Subscription acquired under this order will not Auto-Renew.

E. ADDITIONAL ORDER TERMS

1. Permitted Users

You may permit the following entities to use or obtain access to the Cloud Services set forth in the table above section A; and any such other entities that are specified in a written amendment to this order (collectively, the "**Permitted Users**"):

- City of Grand Rapids Police Department
- City of Deer River Police Department
- City of Bovey Police Department
- City of Coleraine Police Department
- City of Keewatin Police Department
- City of Nashwauk Police Department
- and any such other entities that are specified in a written amendment to this order.

The foregoing entities shall be referred to collectively as "Permitted Users."

Notwithstanding the foregoing, You are responsible for ensuring that the Permitted Users: (a) comply with the terms of this order and the Master Agreement with regard to the usage rights and limitations of the Cloud Services; (b) acknowledge that Oracle's obligations under this order and the Master Agreement extend only to You; and (c) have entered into all necessary data licensing agreements permitting Your and Permitted Users' use and Oracle's processing of any Content that is uploaded into the Cloud Services.

2. Acceptance of Products

You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to accept the products and services specified in the tables above section A at no cost and such acceptance does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept the products and services if You are not permitted to do so under any laws, regulations, policies and directives applicable to You.

3. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

Itasca County, MN		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	Joe Dasovich	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Itasca County, MN	Customer Name	Itasca County, MN
Customer Address	123 Ne 4th St Grand Rapids MN 55744	Customer Address	123 Ne 4th St Grand Rapids MN 55744
Contact Name	Joe Dasovich	Contact Name	Joe Dasovich
Contact Phone	218-326-3477	Contact Phone	218-326-3477
Contact Email	Joe.Dasovich@co.itasca.mn.us	Contact Email	Joe.Dasovich@co.itasca.mn.us

Exhibit A

CommSys Flow Down End User License Terms and Conditions

CommSys California, LLC, an Ohio limited liability company ("**CommSys**") is the licensee of certain components (the CommSys Subscription) configured for use with the Oracle Public Safety Suite Cloud Services (collectively, the "**Services**") which are permitted to be sublicensed to you and your authorized users (collectively, "**You**" or "**you**") by Oracle America, Inc., a Delaware corporation ("**Oracle**") under the Master Agreement and the ordering document (collectively, the "**License Agreement**").

As a condition to the grant to you under the License Agreement of a sublicense to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the sublicense grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms, and conditions set forth herein (the "**CommSys Terms and Conditions**"), which are made between CommSys and you. In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and CommSys, Inc., an Ohio corporation and affiliate of CommSys (the "Parent Entity"), and all online help files and written instructions, including user guides and manuals provided by CommSys regarding the loading, use, storage, and display of the CommSys Products (collectively, the "**Documentation**") related thereto, whether referred to as "software", "firmware", "services", or otherwise, wherever resident on any media, and whether separately licensed, sublicensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys and/or the Parent Entity under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to your strict compliance with the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

- (a) All rights to use the CommSys Products are limited, non-exclusive, non-transferable, and non-sublicensable. You shall have no title to, or otherwise obtain any rights or interests in, the CommSys Products other than the limited sublicense to use such CommSys Products in accordance with the License Agreement.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, application programming interfaces, products, research, technical knowledge and information, know-how, specifications, processes, the human-readable technical information for the CommSys Products, including scripts and/or data files and structures, databases and their contents, data, database schema, database stored procedures, metadata, forms, registry values and structure, configuration files, including XML in any form such as HTML and XHTML, and all Documentation, including all diagrams, flow charts, instructions, implementation notes, installation checklists, and commentary, is the confidential and proprietary information of CommSys and Parent Entity (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.
- (d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product other than the Services; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any software or products other than the Services; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.
- (e) You shall promptly notify Oracle of any actual or suspected use, disclosure, infringement, misappropriation, or unauthorized access of or to the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.
- (f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.
- (g) You shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information; or (v) allow any employee, representative, consultant, agent, or other third party to engage in any of such conduct.
- (h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys and Parent Entity. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys and Parent Entity, and that any breach of the CommSys Terms and Conditions would severely damage CommSys and Parent Entity, the extent of which damage would be difficult to ascertain, and therefore you agree that both of CommSys and Parent Entity are each separately a third-party beneficiary of the License Agreement, and in such capacity is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i) Your right to use the CommSys Products shall terminate, and all use of the CommSys Products shall immediately cease: (A) upon the termination of the License Agreement; (B) in the event you cease to use the CommSys Products; or (C) in the event of a breach by you of any of these terms and conditions. These terms shall survive any such termination, including a termination of the License Agreement.

(j) You agree that no relationship of any kind other than that of sublicensor and sublicensee is created between you and CommSys, and that neither you nor CommSys will represent or hold out to be an agent, representative, employee, partner, or joint venture of the other, nor shall you or CommSys transact any business in the name of the other party nor on the other party's behalf, nor in any manner or form, make promises, representations, or warranties, or incur any liability for or on behalf of the other party.

(k) You may not assign any of your rights or obligations with respect to the CommSys Products or with respect to these CommSys Terms and Conditions.

(l) Your use of the CommSys Products is subject to the compliance by Oracle with its sublicense from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the sublicense of the CommSys Products to Oracle upon the breach by Oracle of the sublicense in accordance with the terms of such sublicense. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of a breach by Oracle of its sublicense from CommSys or if such sublicense is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its sublicense of the CommSys Products.

If you are any branch or agency of the United States Government or any other governmental agency, the use, duplication, or disclosure of the CommSys Products, the CommSys Intellectual Property, and CommSys' Confidential Information by you is subject to the restrictions set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause of FAR 52.227-19, and the CommSys Intellectual Property and CommSys' Confidential Information shall be deemed to be "trade secrets," "competitive information," or otherwise protected information for purposes of any applicable trade secrets laws or so-called "sunshine laws".

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PROFESSIONAL SERVICES
ORDERING DOCUMENT

Ordering Document Number: US-15869610

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: County of Itasca Your Address: 123 NE 4 th Street Grand Rapids, MN 55744
--	--

Oracle Representative:	Mike Lunde	Your Billing Contact:	Joe Dasovich
Address:	2300 Oracle Way Austin, TX 78741	Address:	123 NE 4 th Street Grand Rapids, MN 55744
Phone Number:	605-881-7284	Phone Number:	218-326-3477
Email Address:	mike.lunde@oracle.com	Email Address:	joe.dasovich@co.itasca.mn.us

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$150,355.00	\$31,500.00	\$181,855.00
Total Fees and Estimated Expenses				\$181,855.00

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-OMA-CPQ-3023603** and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 31-MAY-2025.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such

services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

County of Itasca	Oracle America, Inc.
Authorized Signature: _____	Authorized Signature: _____
Name: <u>Joe Dasovich</u>	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

Your Name: County of Itasca
Ordering Document Number: US-15869610
Exhibit Number: 1

1. Description of Services.

Oracle will provide You with up to one hundred (100) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Records Management System ("RMS"), Jail Management System ("JMS"), Vehicle Communication System, Tablet Communication System, and Personal Communication System, collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

A. Engage Phase:

1. Conduct one remote (1) project kick-off workshop for up to two (2) hours, to review the project including:
 - a. Scope management;
 - b. Risk management;
 - c. Project overview;
 - d. Collaboration portal; and
 - e. Communication plan.
2. Create and provide an initial project work plan, to include the following:
 - a. Tasks, estimated task start and end dates, and estimated task durations;
 - b. Assigned resources from both parties; and
 - c. Known dependencies.
3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
 - a. Information technology/networking and security;
 - b. Configuration;
 - c. Data migration;
 - d. Interfaces;
 - e. Training; and
 - f. Hardware.

B. Focus Phase:

1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
 - a. System administration;
 - b. Dispatch;
 - c. Geographic information system ("GIS");
 - d. Mobile / devices;
 - e. Records management;
 - f. Jail management; and
 - g. Reporting and dashboards.

C. Refine Phase:

1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
 - a. System administration;
 - b. Dispatch;
 - c. GIS;
 - d. Vehicle Communication System;
 - e. Tablet Communication System;
 - f. Personal Communication System;
 - g. RMS;
 - h. JMS; and
 - i. Reporting and dashboards.

2. Assist You with installation and configuration of Vehicle Communication Systems for the following:
 - a. Outfit up to seventy (70) vehicles / apparatuses with Hardware for Vehicles.
3. Assist You with the configuration of Tablet Communication System for up to eight (8) tablets.
4. Guide You through data migration configuration and completion of field mapping for the following third-party application:

Source System	Product Area	Functional Description	Data Format
CentralSquare Pro Suite	Dispatch	Dispatch data, core indices	American Standard Code for Information Interchange ("ASCII") datafile
CentralSquare Pro Suite	Records	Record management data, core indices	ASCII datafile
CentralSquare Pro Suite	Jail	Jail management data, core indices	ASCII datafile

5. Assist You with enabling third-party system interfaces with OPSS to include the following:
 - a. Interfaces:
 1. Oracle Public Safety Interface, CommSys, NCIC;
 2. Oracle Public Safety Interface, e911 ANI ALI;
 3. Oracle Public Safety Interface, Active911 Paging Export;
 4. Oracle Public Safety Interface, IAmResponding, Paging;
 5. Oracle Public Safety Interface, Motorola, MCC-7500E Tone Paging;
 6. Oracle Public Safety Interface, HigherGround, Capture911 Voice Recorder;
 7. Oracle Public Safety Interface, iPaaS integration;
 8. Oracle Public Safety Interface, Saltus Technologies, digiTICKET, eCitations;
 9. Oracle Public Safety Interface, Tyler Technologies, Incode, Warrants;
 10. Oracle Public Safety Interface, RapidSOS, LEI;
 11. Oracle Public Safety Interface, LeadsOnline;
 12. Oracle Public Safety Interface, CorrecTek, Spark, eMAR;
 13. Oracle Public Safety Interface, Guardian RFID;
 14. Oracle Public Safety Interface, Equifax, VINE;
 15. Oracle Public Safety Interface, TurnKey Corrections, Commissary;
 16. Oracle Public Safety Interface, MN, BCA, Crime Reporting System CRS;
 17. Oracle Public Safety Interface, MN, DOC, Probation Alerts;
 18. Oracle Public Safety Interface, MN, BCA, Statute and Offense;
 19. Oracle Public Safety Interface, MN, DOC, Statewide Supervision System S3; and
 20. Oracle Public Safety Interface, MN, BCA, Dataworks Plus, Livescan.

D. Enable Phase:

1. Conduct functional training sessions for up to six (6) person days, scheduled as mutually agreed, covering:
 - a. System administration;
 - b. Dispatch;
 - c. Vehicle Communication System;
 - d. Tablet Communication System;
 - e. Personal Communication System;
 - f. RMS; and
 - g. JMS.
2. Assist You with creating a Go Live plan.
3. Assist with Go Live cutover tasks to move You from Your legacy system(s) to the production OPSS environment, including:
 - a. Dispatch;
 - b. RMS;
 - c. Vehicle Communication System;

- d. Tablet Communication System;
 - e. Personal Communication System; and
 - f. JMS.
4. Provide onsite Go Live assistance for up to ninety (90) hours delivered by three (3) resources over three (3) consecutive business days.

E. Live-Operate Phase:

- 1. Provide remote post Go Live assistance during normal working hours for up to forty (40) hours to be used within the first thirty (30) calendar days immediately following Go Live.
- 2. Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.
- B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Managing Consultant	\$193.07
Advanced Consultant	\$137.91

At Oracle's discretion, Oracle may retain third-party subcontractors to perform some of the Services at Your site or remotely ("Subcontractors"). For a period of eighteen (18) months from the ordering document effective date, the Services performed by Subcontractors will be provided at the rate of \$187.50 per hour. Thereafter, You and Oracle must agree in an amendment to rates for the Services performed by Subcontractors.

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

- A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
- B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
- C. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
 - 1. Provide user feedback during configuration and validation.
 - 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
 - 3. Provide on-going support to Your internal users following the implementation.
 - 4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
 - 5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
 - 6. Document issues, assign ownership within Your organization, and coordinate with the Oracle Project Manager to ensure tasks are completed within project timeline.

- D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
- E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
- F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
- G. Provide any necessary hardware and user credentials to support the performance of Services.
- H. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
- I. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
- J. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
- K. Configure network connectivity from Oracle Vehicle Communications System to Oracle Cloud Infrastructure in accordance with the project plan.
- L. Ensure vehicles identified for Oracle Vehicle Communications System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communications System in accordance with the project plan.
- M. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
- N. Allow access to dispatch, RMS, and JMS data as mutually agreed in the project plan.
- O. You are responsible for all source and destination data validation.
- P. You are responsible for completing all code mapping, data translations, and queries required for data migration.
- Q. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
- R. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
- S. Make required change requests to Your state department for state switch connectivity.
- T. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.
- U. Engage with third party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
- V. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
- W. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
- X. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- Y. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
- Z. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
- AA. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
- BB. You will accept all OPSS release updates.

5. Project Assumptions.

- A. A person day is defined as one (1) resource working up to eight (8) hours.
- B. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
- C. All project documentation, presentations, and project communication will be in the U.S. English language.
- D. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
- E. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
- F. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
- G. All interfaces will be performed utilizing configurations included within OPSS.
- H. Data migrations will be managed through the Oracle Migration Center.

- I. Product issues will be reported using the Oracle Service Cloud (“OSvC”) portal and will be addressed in accordance with Oracle Support policies.
- J. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
- K. The following are not included in the scope of, or fees for, Services under this exhibit:
 - 1. Performance testing, tuning, or any management of performance.
 - 2. Agency information technology, networking, and other hardware activities.
 - 3. Integrations beyond what is explicitly described in this exhibit.
 - 4. Code customizations to OPSS.
 - 5. Data migration assistance beyond the activities described in this exhibit.
 - 6. User enablement scope beyond the activities described in this exhibit.
 - 7. Production support scope beyond the activities described in this exhibit.
 - 8. Anything not expressly identified in Section 1 above.

Certificate Of Completion

Envelope Id: 97438BA6-7F9C-44D6-A3E3-3AE552E019ED

Status: Delivered

Subject: Oracle Paperwork - Docusign

Sales Rep Letter FY25:

Source Envelope:

Document Pages: 26

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Mike Lunde

AutoNav: Enabled

500 Oracle Pkwy

Envelopeld Stamping: Disabled

Redwood City, CA 94065-1675

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mike.lunde@oracle.com

IP Address: 192.33.247.30

Record Tracking

Status: Original

Holder: Mike Lunde

Location: DocuSign

4/8/2025 12:30:21 PM

mike.lunde@oracle.com

Signer Events

Signature

Timestamp

Joe Dasovich

Sent: 4/8/2025 12:36:30 PM

Joe.Dasovich@co.itasca.mn.us

Resent: 4/18/2025 6:19:44 AM

Security Level: Email, Account Authentication
(None)

Resent: 4/29/2025 9:56:28 AM

Viewed: 4/29/2025 11:00:32 AM

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Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Chris Peterson

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chris.peterson@co.itasca.mn.us

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

4/29/2025 11:00:32 AM

Payment Events

Status

Timestamps



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 6, 2025

REQUEST FOR BOARD ACTION: RBA-2025-384

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Zach Golkowsky

AGENDA ITEM:

ISA Transmission Project Presentation - MN Power

BOARD ACTION REQUESTED:

Receive presentation from MN Power on a new project - ISA Transmission Project.

BACKGROUND:

This is 345kv that will run from the Iron Range region in Itasca County to the Arrowhead region in St. Louis County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 250501_ISA_County Meetings Presentation

05/06/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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AN ALLETE COMPANY

Iron Range – St. Louis County – Arrowhead ISA TRANSMISSION PROJECT

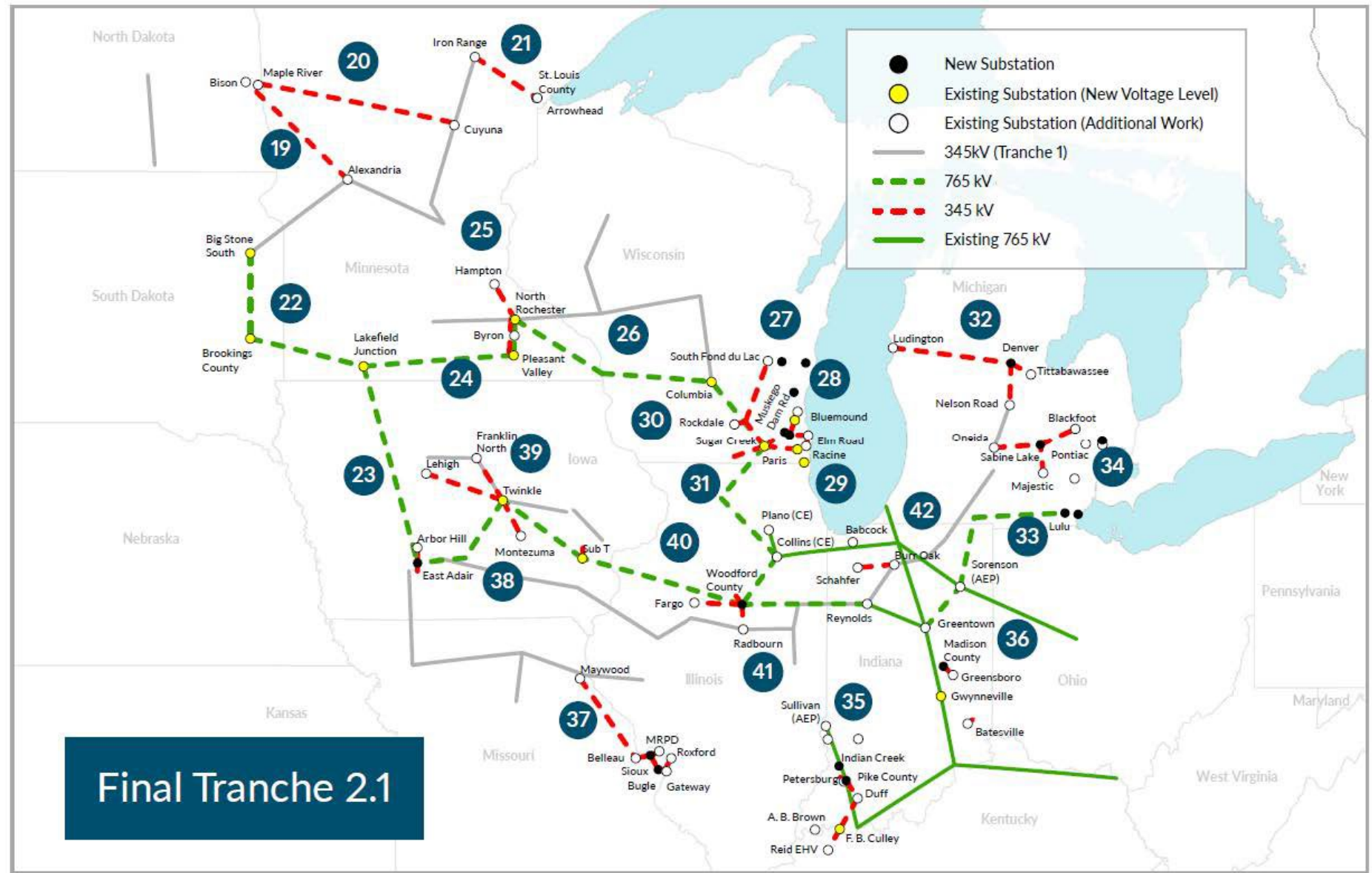
Zach Golkowski
Senior Environmental
Compliance Specialist

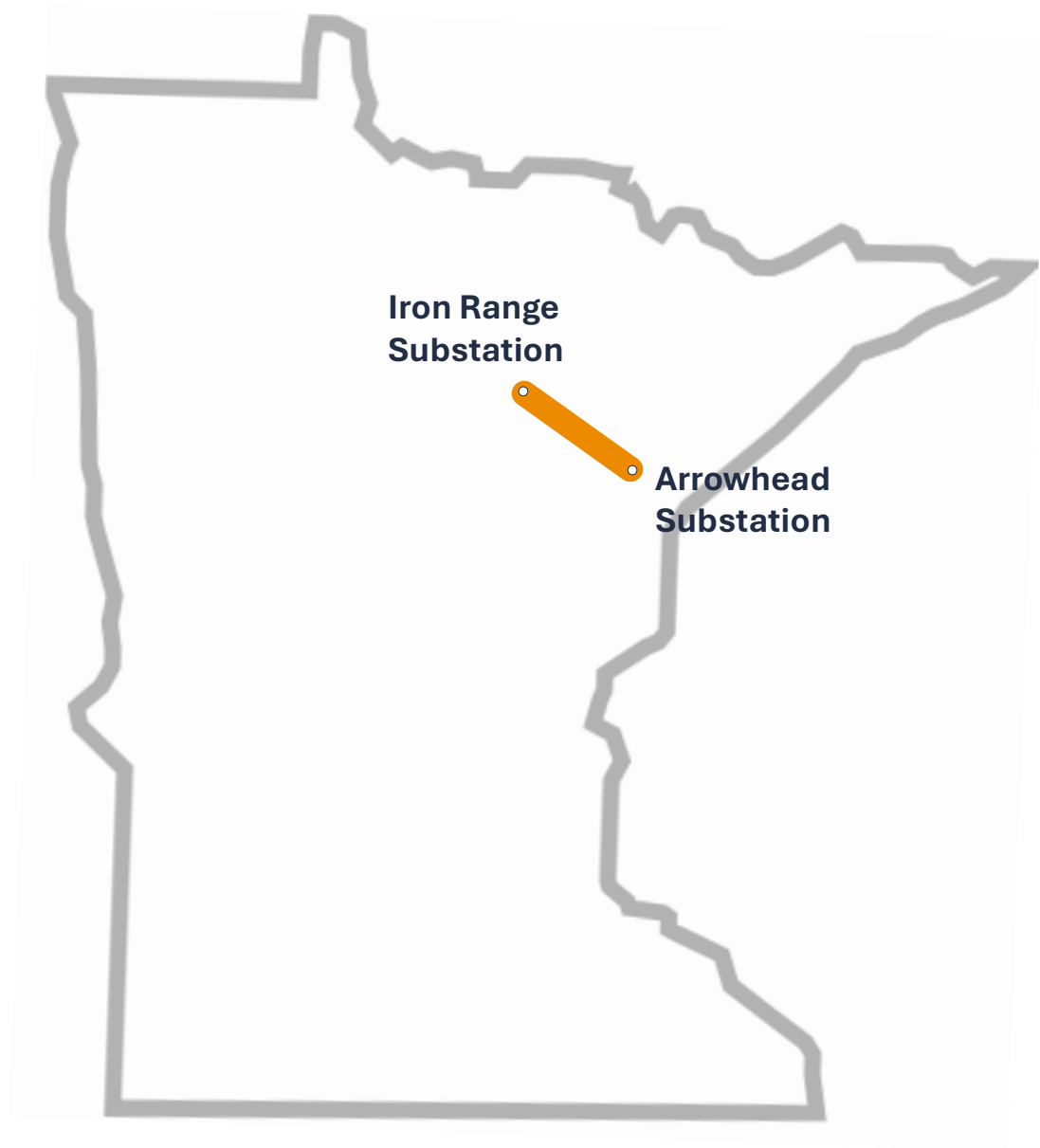
Agenda

- Introductions
- Project Overview
- Discussion

MISO-
approved
project #21:
Part of a
regional plan

Learn more at
misoenergy.org





Iron Range – St. Louis County – Arrowhead ISA TRANSMISSION PROJECT



Project need



Enhance grid reliability in the Upper Midwest as grid operating conditions become more variable



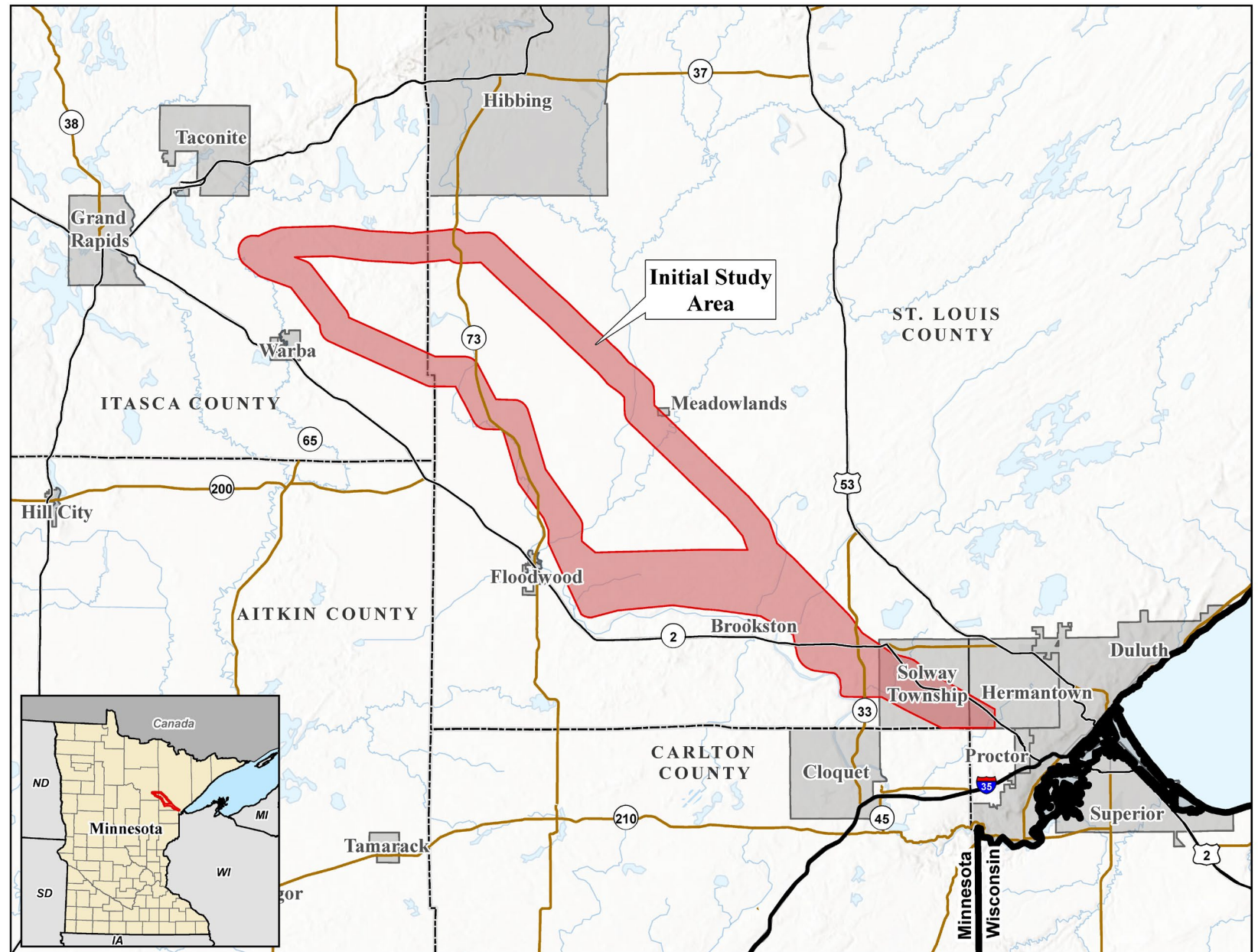
Increase grid efficiency as energy is transferred from where it is produced to where it is needed



Meet the growing demand for reliable clean energy in the Upper Midwest

Initial Study Area

The Study Area will be evaluated for potential routing opportunities based on stakeholder feedback



Project components

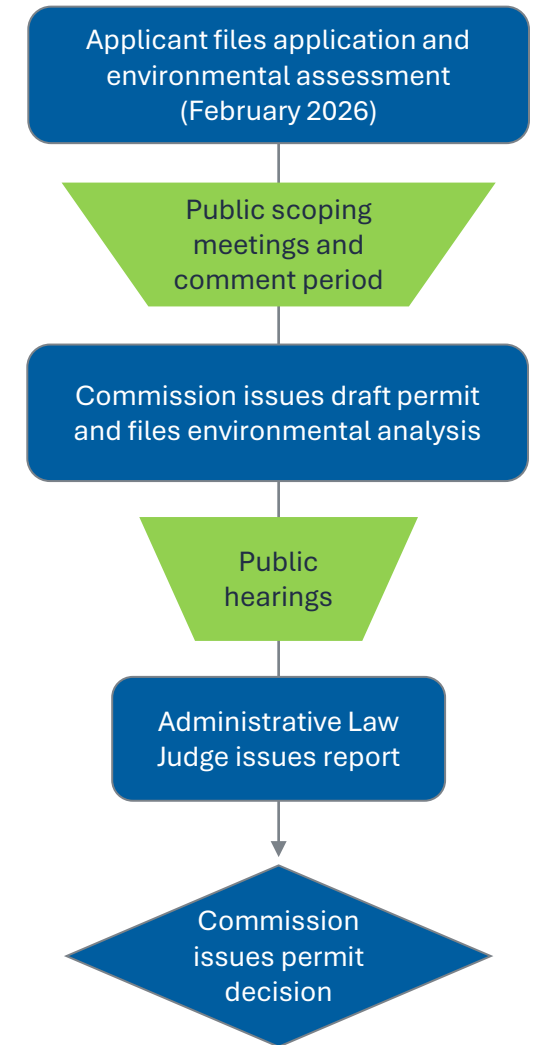
A new, approximately 62-mile-long, single-circuit 345 kilovolt (kV) transmission line built on double-circuit capable structures from Minnesota Power's Iron Range Substation near Grand Rapids in Itasca County, Minnesota to Minnesota Power's St. Louis County Substation near Hermantown, Minnesota

A new, approximately 1-mile-long double circuit 345 kV transmission line from Minnesota Power's St. Louis County Substation to American Transmission Company's Arrowhead Substation near Hermantown, St. Louis County, Minnesota

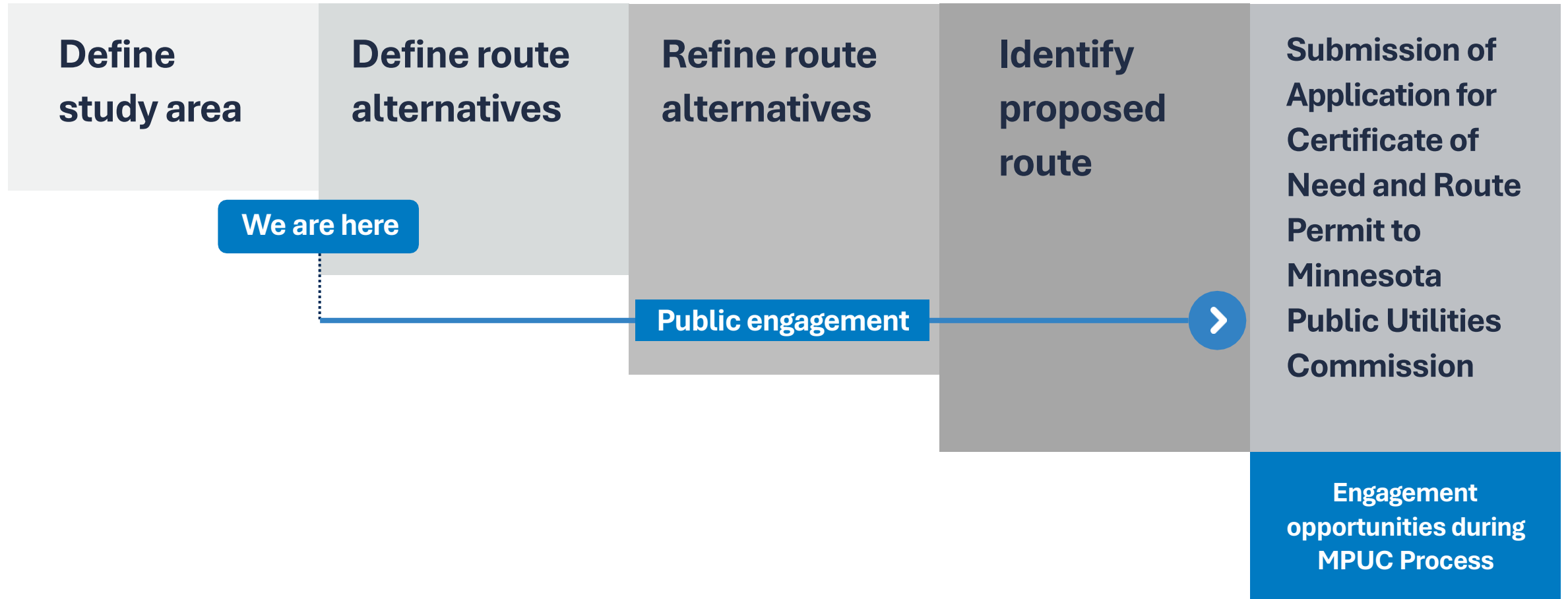
Project timeline



*High Voltage Transmission
Line Permitting Process*



Our routing process & input opportunities



Routing process considerations

The criteria for route development is set by Minnesota statute and guides our routing process. To route a project, we consider:

- Opportunities
- Constraints
- Engineering and construction considerations

Anticipated studies

Field surveys allow the project team to verify or collect new information about the proposed route to help minimize impacts for construction of the transmission line. Studies may include:

- Geotechnical
- Biological
- Cultural resources
- Wetland and waterbodies
- Invasive species
- Protected species
- Raptor nests



Typical design

Structure type factors:

- Land use/land cover
- Topography
- Water/wetlands
- Soil types

Minimum right-of-way of 150 feet

Average of 5 – 7 structures per mile

Typical height 120 – 180 feet

Upcoming community engagement



- Website launch in May 2025
- Open houses in May 2025
- In-person and virtual engagement opportunities
- Engagement through the Minnesota Public Utilities Commission permitting process

Communicating our path forward

Ongoing communication with stakeholders and landowners throughout all phases of the project.

May 2025 Open Houses

Tuesday, May 20	Wednesday, May 21	Thursday, May 22
1:00-3:00PM Yanmar Arena 1401 NW 3 rd Avenue Grand Rapids, MN 55744	5:00-8:00PM Floodwood Event Center 201 W 7 th Avenue Meadowlands, MN 55765	12:00-2:00PM Hermantown Gov't Center/ City Hall – Training Center 5105 Maple Grove Road Hermantown, MN 55811
5:00-8:00PM Meadowlands Community Center 7758 Western Avenue Meadowlands, MN 55765		5:00-8:00PM Solway Town Hall 4029 Munger Shaw Road Cloquet, MN 55720

Questions?