



# BELTRAMI COUNTY

## REGULAR MEETING AGENDA

Beltrami County Board of Commissioners  
November 12, 2024  
5:00 p.m.

Meeting to be held in the County Board Room  
County Administration Building, 701 Minnesota Avenue NW  
Bemidji, MN

**A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.**

1. **Call to Order and Roll Call - 5:00 p.m.**
2. **Pledge of Allegiance – 5:00 p.m.**
3. **General Comments – Board Chair – 5:00 p.m.**
4. **Citizens Addressing the Board – 5:00 p.m.**

*Beltrami County makes a point of providing an opportunity for citizens to attend County Board meetings as well as providing a way for citizens to present issues to the Board. The County has set up a Zoom meeting and will stream the meeting to its Youtube Channel to provide improved accessibility. A citizen may address the Board in person or via the Zoom meeting. To address the Board via the Zoom meeting, citizens, will need to email the meeting coordinator at [diane.moe@co.beltrami.mn.us](mailto:diane.moe@co.beltrami.mn.us) by Noon, the day of the meeting stating their name and address. They will then be sent an email invitation to join the 5:00 pm meeting. Citizens will be heard in the order that they have entered the meeting waiting room and after any in-person citizen comments. All comments will be limited to 5 minutes.*

*The County Board Chair will make the following announcement after the Pledge of Allegiance and General Comments:*

*Anyone wishing to address the County Board on an item not on the agenda may come forward at this time to be recognized by the Board Chair. Please state your name and address for the record. Comments are limited to five minutes. A personnel complaint against an individual County employee may not be heard initially at a Board meeting. Personnel complaints may be submitted to the Board in writing through the County Administrator's Office. A person addressing the board may not use profanity or vulgar language.*

5. **Approval of the Agenda (Additions/Corrections/Deletions) – 5:00 p.m.**
6. **Approval of the Consent Agenda**

*Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.*

**CONSENT AGENDA**

**5:00 p.m.**

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held October 15, 2024 as presented. Minutes of the Board of Commissioners Work Meeting held on October 15, 2024. pg. 1
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing** pg. 8
- 7c. **Auditor/Treasurer: Approval to Pay the Bills** pg. 9
- 7d. **Administration: Approval of LOST Authorization Resolution** pg. 10
- 7e. **Health & Human Services: Approval of MCHP Access Transportation and Social Services Transportation Contract** pg. 13
- 7f. **Health & Human Services: Approval of Bills Paid** pg. 21
- 7g. **Highway: Approval of City of Solway Road Maintenance Agreement** pg. 22
- 7h. **Highway: Approval of Final Pay Voucher SAP 004-620-009** pg. 28
- 7i. **Highway: Approval of Final Pay Voucher SAP 004-599-051** pg. 31
- 7j. **Natural Resource Management: Approval of Contract with Joint Counties Natural Resources Board** pg. 34
- 7k. **Recorder: Approval of ISC Digitizing Agreement** pg. 36

**REGULAR AGENDA**

**5:10 p.m.**

- 8. **County Assessor Reappointment** pg. 46
- 9. **DNR Land Purchase Option Extensions** pg. 49
- 10. **MN Indian Affairs Council CSC Lease Agreement** pg. 56
- 11. **Motorola VESTA 911 as-a-Service** pg. 84
- 12. **New Hire Deputy Starting Pay** pg. 135
- 13. **Additional Items**

**COMMISSIONERS' BUSINESS ITEMS**

- 14. **Legislative/Lobbying Issues** pg. 136
- 15. **Commissioners' Reports**
- 16. **Review Upcoming Meeting Schedule**
- 17. **Adjourn**

**Date: November 12, 2024  
Beltrami County Commission  
Consent Agenda**



**AGENDA BILL**

**SUBJECT:** Approval of the Minutes

**RECOMMENDATIONS:** Approval, as presented

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**DEPARTMENT OF ORIGIN:** County Administration

**CONTACT PERSON (Name and Phone Number):** Thomas Barry, 333-8478

**DATE SUBMITTED:** November 6, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** Attached Minutes

**SUMMARY STATEMENT:**

Copies of the minutes of past meetings are presented for the review and approval of the County Board.

**MINUTES OF THE PROCEEDINGS  
OF THE BELTRAMI COUNTY BOARD OF COMMISSIONERS  
October 15, 2024**

The Beltrami County Board of Commissioners met in regular session on October 15, 2024, at the County Board Room, County Administration Building, Bemidji, Minnesota.

**CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

Chair John Carlson, called the meeting to order at 5:05 p.m. Commissioners Craig Gaasvig, Joe Gould, Tim Sumner, and Richard Anderson were present.

**GENERAL COMMENTS - BOARD CHAIR**

**CITIZENS ADDRESSING THE BOARD**

- Jim Lucachick, County resident on Wildwood Rd. NE, Bemidji, addressed the Board regarding the redistricting lawsuit. Now that the lawsuit is settled, he is requesting that the Board publish an article in the County Newsletter about the issue. Mr. Lucachick stated he is also advocating for a legislative change for compensation in such legal battles.
- CT Marhula, County resident on Birchmont Dr NE, Bemidji, had three points to make; 1) He fully agrees with and supports Mr. Lucachick, 2) Shout-out to Beltrami County for the work and award received from NACo for the RESET Program, and 3) Shout-out for the good work in producing the County Newsletter.

**APPROVAL OF AGENDA**

The following items were added to the Regular Agenda:

- Continuation of the High Intensity Drug Trafficking Area Designation agenda item from the Work Session.
- Administrator's Report.

**GENERAL BUSINESS**

Approved Agenda and Amendments

A motion to approve the Agenda and Amendments was made by Commissioner Gaasvig, seconded by Commissioner Anderson, and unanimously carried.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Anderson, seconded by Commissioner Gaasvig, and unanimously carried.

**CONSENT ITEMS**

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held October 1, 2024, and the Minutes of the Board of Commissioners Regular Meeting held October 1, 2024, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by the Auditor/Treasurer's Office.

Approved Payment of Auditor/Treasurer Bills

The Board, by adoption of its Consent Agenda, approved payment of Auditor/Treasurer bills, as submitted.

Approved 2025 Juvenile Center Host County Contract

The Board, by adoption of its Consent Agenda, approved the 2025 Host County Agreement with the NW MN Juvenile Center, as submitted.

Approved Health & Human Services Family Child Care Licenses

The Board, by adoption of its Consent Agenda, approved the family child care licenses, as submitted.

Approved Health & Human Services Family Foster Care Licenses

The Board, by adoption of its Consent Agenda, approved the family foster care licenses, as submitted.

Approved Health & Human Services Warrant Payment List

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by Health & Human Services Department.

Approved and Certification of Unpaid Delinquent Solid Waste Accounts

The Board, by adoption of its Consent Agenda, approved and certified the list of un-paid solid waste accounts from October 1, 2023 through September 30, 2024, as submitted.

Approved Resolution of Support of MPCA Grant Request

The Board, by adoption of its Consent Agenda, approved the Resolution to allow the Solid Waste Department to apply for a Greater MN reduction, reuse, recycling and composting Grant.

Minnesota Pollution Control Agency, Fiscal Year 2023 Grant Program Authorization Resolution:

WHEREAS, Beltrami County has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY2025 Greater MN Recycling and Composting Grant Program; and

WHEREAS, if MPCA funding is received, Beltrami County is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that Beltrami County enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the Beltrami Board of Commissioner's hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions, and matching provisions of the grant agreement and authorizes and directs Solid Waste Director to sign the grant agreement on its behalf.

#### **REGULAR AGENDA**

##### MCIT Voting Delegate & Alternate

Human Resources Director, Ann Schroeder reviewed the current MCIT voting delegates as: Richard Anderson and alternate Reed Olson (no longer a County commissioner). The MCIT Annual Meeting is coming up in December and MCIT has requested Counties to update their delegate designee.

A motion was made by Commissioner Sumner, and seconded by Commissioner Gaasvig, to appoint Administrator Tom Barry as the MCIT voting delegate and Commissioner John Carlson as the alternate. Unanimously carried.

##### Continuation of the High Intensity Drug Trafficking Area Designation

Sheriff's Captain Joe Kleszyk and Sergeant David Hart continued with their update.

The HIDTA Designation is indefinite, funding is for specific initiatives and approved annually. Initiatives will be targeted activities with the objective of combatting drug trafficking in our area. The drug problem has a significant impact on our community and they presented statistics on overdoses, connected crime and supporting examples.

The intended goals with HIDTA is to increase networking, intelligence, analytical supports, increased funding and geographical area of impact to make a difference in the fight against drugs.

### Administrator's Report

- Administrator is on the new Airport Affairs Council and involved in helping the airport develop their mission, goals and future focus efforts. A future Work Session update will be scheduled.
- Legislative Platform will be developed over the next few weeks. Board members can submit items to be added to the list.
  - Current Lobbyist contract will be expiring. Does the board want to continue the Contract? It is in the budget.
- The county manages many leases; currently working on:
  - GSA lease for Federal Probation under review and updating to reflect current space in the Old Courthouse.
  - New lease in the CSC (former Northwoods Caregivers space) with the MN Indian Affairs Council. This lease should be ready for board approval next month.
- Reminders
  - Open enrollment until October 31
  - ChatAbout schedule. Administrator covering Nov. 12
- Important Dates
  - Opioid Settlement Committee update and public meeting tonight at 6 pm
  - Next Board meeting not until November 12

### **COMMISSIONERS' BUSINESS**

#### Legislative/Lobbying Issues & Commissioners' Reports

- Commissioner Gould provided several committee updates
- Commissioner Anderson had some ChatAbout schedule update requests.
  - November 19 & December 17 will be Anderson
  - December 3 will be Carlson
- Commissioner Carlson provided several committee updates

#### Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be November 12, 2024, in the Board Room of the County Administration Building.

### **MEETING ADJOURNMENT**

A motion to adjourn the Board meeting at 5:58 p.m. was made by Commissioner Gaasvig, seconded by Commissioner Gould, and unanimously carried.

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John Carlson, Chair

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Thomas H. Barry, County Administrator

# WORK MEETING MINUTES

**Beltrami County Board of Commissioners**  
**October 15, 2024**  
**4:00 pm**

**Meeting to be held in the County Board Room**  
**County Administration Building, 701 Minnesota Avenue NW**  
**Bemidji, MN**

**A link to the livestream will be available on the Board Meeting Agendas and Minutes page of the County Website.**

Present: Commissioner Craig Gaasvig, Commissioner John Carlson, Commissioner Tim Sumner, Commissioner Richard Anderson, Commissioner Joe Gould.

**1. Call to Order**

John Carlson called the meeting to order at 4:01 pm

**2. Introduction of New Employees**

None.

**3. Identify Future Work Meeting Topics**

- Paul Bunyan Drug Taskforce Update

**4. Community Center Update**

Dave Hengel with Greater Bemidji provided an update on the rail corridor in downtown Bemidji. After the initial project development with Sanford did not progress, a workgroup headed by Greater Bemidji and individuals from various other organizations have been exploring ways to reimagine the space. Their visions have included amenities such as mixed use commercial and retail development along with new housing, a park and a community center.

With Greater Bemidji's leadership, the YMCA of the Northern Sky (Fargo), has joined the team and will own and operate the Bemidji Wellness Center. Mr. Hengel stated that the project is a better plan today, with a more straightforward plan, financially strong and a mission-focused wellness partner in the YMCA. Hopes are for an opening of the facility around December of 2026.

Mr. Hengel introduced Steve Smith from the YMCA of the Northern Sky. Mr. Smith talked about the mission of the YMCA and some of the other great things it can bring to the Bemidji area, including a food program, child care services and youth camps.

**5. Public Transit Board Update**

Commissioner Carlson recapped the Public Transit Board scenario and history. After years of inactivity, the Beltrami County/City of Bemidji Public Transportation Board (PTB) met in quorum on October 9, 2024. After much discussion, the PTB approved a motion to recommend joint dissolution of the Board. Both parties will need to pass a joint Resolution authorizing the dissolution. If only one organization wanted to withdraw from



the Joint Powers Agreement, they could do so by giving 180 days written notice to the other party.

A Resolution will be drafted by City Attorney, Katie Nolting and reviewed by County Attorney David Hanson before it comes to the Board as a future agenda item.

**6. High Intensity Drug Trafficking Area Designation**

Sheriff's Captain Joe Kleszyk and Sergeant David Hart updated the Board on the Sheriff's petition and designation from the White House as a High Intensity Drug Trafficking Area (HIDTA). This designation comes with Federal dollars and resources to assist Beltrami's efforts to combat the opioid drug epidemic in our County. Beltrami County is a part of the North Central HIDTA which includes 8 counties in Wisconsin and 9 counties in Minnesota.

Captain Kleszyk and Sergeant Hart begin reviewing the 4 questions that were a part of the Petition submitted seeking the HIDTA designation. Due to time constraints, this item was added to the regular agenda to finish the presentation and discussion.

**8. Administrator's Report**

This item was moved to the regular agenda due to lack of time.

**9. Other Business Items**

**a) Review Bills**

**b)**

**10. Review Agenda for the October 15, 2024 Regular Board Meeting**

The following items were added to the Regular Agenda:

- HIDTA Designation
- Administrator's Report

**11. Adjourn**

The Work Session was adjourned at 5:00 p.m.



**Meeting Date: November 12, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Auditor Warrants**

**RECOMMENDATIONS: Approval of bills that have been paid as Auditor Warrants.**

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**DEPARTMENT OF ORIGIN: Auditor-Treasurer**

**CONTACT PERSON: JoDee Treat, Auditor-Treasurer 218-333-4175**

**DATE SUBMITTED: November 6, 2024**

**CLEARANCES: Beltrami Auditor-Treasurer**

**BUDGET IMPACT: Budgeted Expenditures**

**EXHIBITS: Warrant Listing in Commissioner's Office**

**SUMMARY STATEMENT:** Auditor Warrants are paid weekly upon approval of the Beltrami County Auditor-Treasurer. Auditor Warrants are typically standard re-occurring invoices, Fiscal Agency expenditures, or items already approved by the Board of Commissioners. The Auditor Warrant Listing will be provided for Commissioner review in the Commissioner's Office. All Warrants have been mailed to vendors the week they were processed.



Meeting Date: November 12, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Commissioner Warrants

**RECOMMENDATIONS:** Approval of bills to be paid as Commissioner Warrants.

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**DEPARTMENT OF ORIGIN:** Auditor-Treasurer

**CONTACT PERSON:** JoDee Treat, Auditor-Treasurer 218-333-4175

**DATE SUBMITTED:** November 6, 2024

**CLEARANCES:** County Department Heads

**BUDGET IMPACT:** Budgeted Expenditures

**EXHIBITS:** Warrant Listing provided during Work Session

**SUMMARY STATEMENT:** The Commissioner Warrant Listing will be provided at the County Board Work Session. These invoices have been approved and submitted by their respective Department Heads for payment. In compliance with Statute, all Warrants will be mailed to vendors on day three of approval.



**Date: November 12, 2024**  
**Beltrami County Commission**

**CONSENT AGENDA BILL**

**SUBJECT: LOST Authorization Resolution**

**RECOMMENDATIONS: Approve the LOST Authorization Resolution**

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**DEPARTMENT OF ORIGIN: Administration**

**CONTACT PERSON:**

Tom Barry, County Administrator 218-333-4109  
Jason Riggs, Sheriff 333-4136

**DATE SUBMITTED: October 30, 2024**

**CLEARANCES: Administrator**

**BUDGET IMPACT: N/A**

**EXHIBITS:**

- 1) LOST Authorization Resolution

**SUMMARY STATEMENT:**

The Minnesota Department of Corrections issued a Notice of Deficiency and has required substantial investments in the current Beltrami County Jail effective September 30, 2019. Committed to mitigating these deficiencies, the Beltrami County Board of Commissioners issued a resolution to the Minnesota Department of Corrections in 2019 vowing to address the deficiencies and work towards long term solutions to address the growing population in our community.

Minnesota LAWS 2023, Chapter 64, Article 10, Section 25 authorized the County to impose by ordinance a sales and use tax of five-eighths of one percent ("0.625%") to pay the costs of collecting and administering the tax, and to finance up to \$80,000,000, plus associated bonding costs, for the construction of a new jail. The Board approved the Special Law by resolution (#: 23-08-36) and the County Administrator filed a certificate of valid approval with the Minnesota Secretary of State on August 14, 2023. Subsequently, Minnesota LAWS 2024, Chapter 76, Section 6 retroactively amended Minnesota LAWS 2023, Chapter 64, Article 10, Section 25. The County Board must now approve the 2024 Minnesota Law and file another certificate with the Minnesota Secretary or State.

**BOARD OF COUNTY COMMISSIONERS  
BELTRAMI COUNTY, MINNESOTA**

DATE: November 12, 2024

RESOLUTION:

MOTION OF COMMISSIONER:

SECONDED BY COMMISSIONER:

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**RESOLUTION AUTHORIZING THE JAIL LOCAL OPTION SALES AND USE TAX**

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**WHEREAS**, the Minnesota Department of Corrections issued a Notice of Deficiency and has required substantial investments in the current Beltrami County Jail; and

**WHEREAS**, the Beltrami County Board (“Board”), by resolution, committed to address the deficiencies and work towards long term solutions to mitigate the deficiencies; and

**WHEREAS**, the Board commissioned a Needs Assessment and Feasibility Study and approved moving forward with the design and construction of a new jail on November 15, 2022; and

**WHEREAS**, Beltrami County (“the County”) has completed the planning and design process to replace the current 35-year-old County jail; and

**WHEREAS**, Minnesota LAWS 2023, Chapter 64, Article 10, Section 25 (“the First Special Law”) authorized the County to impose by ordinance a sales and use tax of five-eighths of one percent (“0.625%”) to pay the costs of collecting and administering the tax, and to finance up to \$80,000,000, plus associated bonding costs, for the construction of a new jail; and

**WHEREAS**, the County Board of Commissioners approved the First Special Law by resolution (#: 23-08-36), and the County Administrator filed a certificate of valid approval with the Minnesota Secretary of State on August 14, 2023; and

**WHEREAS**, Beltrami County Voters approved the imposition of the new Sales and Use Tax at the November 7<sup>th</sup> 2023 Election; and

**WHEREAS**, Minnesota LAWS 2024, Chapter 76, Section 6 retroactively amended Minnesota LAWS 2023, Chapter 64, Article 10, Section 25 (“the Second Special Law”) to authorize the County to hold the referendum election on November 7, 2023;

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of Commissioners hereby approves the Second Special Law as amended effective retroactively from March 15, 2024;

**AND BE IT FURTHER RESOLVED**, that the County Administrator is directed to file the necessary certificate with the Minnesota Secretary or State;

Adopted by the Beltrami County Board on this 12th Day of November, 2024

YES

NO

Anderson

Gaasvig

Carlson

Sumner

Gould

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STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF BELTRAMI    )

I, Thomas H. Barry, County Administrator, Beltrami County, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Beltrami County, Minnesota, at an emergency meeting on November 12, 2024, now on file in my office and have found the same to be a true and correct copy thereof.

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Thomas H. Barry, County Administrator



**Meeting Date: Nov 12, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Health and Human Services contract for coordination and provision of Minnesota Health Care Programs (MHCP) Access Transportation and Social Service Transportation.

**RECOMMENDATIONS:** Approve contract as presented

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**DEPARTMENT OF ORIGIN:** Health & Human Services

**CONTACT PERSON:** Curtis Anderson, Economic Assistance Director, 218-333-4199

**DATE SUBMITTED:** October 28<sup>th</sup>, 2024

**CLEARANCES:** Anne Lindseth, H&HS Director

**BUDGET IMPACT:**

- MHCP Non-Emergency Medical Transportation, – MA pass-through – no cost to county levy
- MHCP Transportation Coordination - \$67,500 (50% MA pass-through/ 50% County responsibility). No increase from 2024 contract.

**EXHIBITS:** 2025 Contract

**SUMMARY STATEMENT:**

Transportation contract with Paul Bunyan Transit for coordination and provision of Minnesota Health Care Programs Access Transportation and Social Service transportation. All MHCP transportation is reimbursed through MA pass through. Coordination of MHCP transportation services is 50% reimbursable through the Department of Human Services. There is no increase in the contracted amount from the 2024 contract.

## PURCHASE OF SERVICE AGREEMENT

This agreement, by and between Beltrami County, hereinafter referred to as the "County, through its local social services agency, Beltrami County Health and Human Services, 616 America Avenue NW Bemidji, MN 56601, hereinafter referred to as the "Agency", and **Paul Bunyan Transit**, 706 Railroad Street SE, Bemidji, MN 56601, hereinafter referred to as the "Provider", enter into this agreement for a period January 1, 2025, through December 31, 2025.

### WITNESSETH:

WHEREAS, the Provider is a private, nonprofit organization under IRS Code 501(c) 4, and is willing to provide coordination of MA and Social Service transportation services to county residents on behalf of Beltrami County, and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Section 256.0112, wishes to purchase such program services from the Provider;

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

#### I. Provider's Duties

A. The Provider agrees to arrange and coordinate transportation for both MA recipients and Beltrami County Social Services clients.

1. The provider will transport a child without supervision if s/he is either old enough or weighs enough (40 pounds) so s/he is not required, by law, to use a car seat. This should mean the child will be able to understand and follow basic instructions so as not to be a risk to safety, be able to use a seatbelt, and is potty trained.
2. The actual cost of meals will be reimbursed when transporting recipients out of the service area, up to a maximum of \$20 per day (\$5.50 for breakfast, \$6.50 for lunch, \$8.00 for dinner) or the current rates per meals allowed in the Beltrami County Medical Transportation Policy (Attachment B or its replacement).
3. Provider may charge the DHS approved reimbursement rate per person if a volunteer driver is required to transport to and from pick-up and drop-off sites.

B. The Provider agrees to cover any costs and replacement of equipment as necessary in the performance of this contract.

C. The Provider agrees to follow procedures and guidelines developed by the Agency for medical assistance transportation.

D. The Provider agrees that all medical assistance transportation provided under this agreement will receive prior approval from the agency MA transportation coordinator. All Social Services transportation will receive prior approval from a Social Services staff person.

E. The Provider agrees to provide necessary personnel and office space for routine business and dispatching activities. Telephone lines for rider information and reservations shall be staffed during regular service hours. One toll-free line for incoming calls shall be available.

F. The Provider shall, in writing within 10 days, notify the Agency whenever it is unable to, or going



to be unable to, provide the required quality or quantity of the Purchased Services. Upon such notification, Agency shall determine whether such inability will require modification or cancellation of the contract.

- G. Provider shall ensure that all volunteer drivers are legally licensed drivers covered by automobile insurances required by law by requiring and keeping on file a current copy of the volunteer driver' license and proof of insurance.
- H. The Provider agrees to meet the Limited English Proficiency requirements in Title VI of the Civil Rights Act of 1964.

**II. Terms of Payment**

- A. The total amount to be paid by Agency for arranging and coordinating transportation services in cooperation with Beltrami County under this contract shall not exceed \$67,500 (sixty seven thousand, five hundred) for 2025.
- B. The Provider shall bill each calendar month, submitting a standard invoice to the Agency or the County of Financial Responsibility. The invoice shall show the total cost for all program services, and the name and home address of each recipient for whom services were provided.
- C. In order for the purchaser to maximize available reimbursement for this contract, the Provider agrees to invoice separately for all MA transportation and related coordination.
- D. Compensation to the Provider shall be conditioned on compliance by the Provider and all sub-Providers with all applicable laws, rules and standards.
- E. The Agency or the County of Financial Responsibility shall, within 30 days of the date of receipt of the invoice and acceptance of services, make payment to the Provider.
- F. The Provider will ensure all reimbursable expenses are turned in promptly. The Agency will not reimburse any expenses related to this contract received from the Provider after 15 Feb 2026.

**III. Eligibility for Services**

- A. The parties understand and agree that the eligibility of the recipient to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency.
- B. An Agency Eligibility Specialist shall determine eligibility for MA, and the transportation coordinator will screen and authorize services prior to services being provided. No payment of County funds will be made for recipients receiving service without such authorization.
- C. The Provider shall not charge any program or service fee to contract eligible recipients.

**IV. Standards and Licenses**

- A. The Provider shall remain certified/licensed by the State during the term of this agreement, as appropriate.
- B. Revocation of Provider's certification/license shall be cause for cancellation of this agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this agreement notwithstanding.
- C. The Provider shall comply with all applicable Federal and State Statutes, Rules and

Regulations, as well as comply with local ordinances and rules now in effect or hereafter adopted.

- D. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs A, B, and C, as stated above may be cause for cancellation of this Agreement effective as of the receipt of notice of cancellation.

**V. Record Disclosures**

- A. Consistent with Minnesota Statutes, section 13.46, subdivisions 7, 8 & 9, the Provider agrees to allow personnel of the Agency, the Minnesota Department of Human Services and the Department of Health and Human Services, access to the Provider's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- B. The Agency's procedures for monitoring and evaluating the Provider's performance under this contract, including compliance with all applicable rules and laws, may include, but are not limited to: on site visits to the Provider's facility; review of recipient files; review of Provider's financial, statistical and service records; and review of reports and data provided by the Provider at the Agency's request.
- C. The Provider agrees to keep complete books and records according to generally accepted accounting principles, which shall fully document receipts and expenditures under this contract. Either manual or electronically stored records shall include, but not be limited to: ledgers, vouchers, receipts, bank statements, canceled checks, payroll and cash account records and other supporting documents. Provider further agrees to maintain all records pertaining to the contract at its offices for five years for audit purposes.

**VI. Outcome Based Contracting**

The County, through administrative and Board action, has made a commitment to the development of outcome based contracts. Further, the County is committed to working cooperatively with providers in the development of agreed upon and meaningful outcomes as they relate to County contracts. As such, both parties agree to work together in the establishment measurable outcomes to be incorporated in subsequent contracts

**VII. Safeguard of Recipient Information**

- A. The use or disclosure by any party of information concerning an eligible recipient in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible recipient, the recipient's attorney or the recipient's responsible parent or guardian.
- B. To the extent that the Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis; processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CRF Part 160.103, Provider is a business associate of Beltrami County for purposes of the Health Insurance Portability and Accountability Act of 1996. Furthermore, by signing this Agreement, Provider agrees to comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and its implementing regulations (45 CFR Parts 160-164), if applicable.

- C. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subdivision 10, paragraph (d) and, when applicable, Health Insurance Portability and Accountability Act, shall be Paul Bunyan Transportation Director. Provider accepts responsibility for providing adequate supervision and training to its employees and volunteer drivers to ensure compliance with the Acts.
- D. Provider agrees to indemnify and save and hold the County, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, and, when applicable HIPAA Act.

**VIII. Equal Employment Opportunity and Civil Rights and Nondiscrimination**

The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

**IX. Handicap Nondiscrimination**

Pursuant to Title 49, Code of Federal Regulations, United States Department of Transportation, Subtitle A, Office of the Secretary, Part 27 – “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance”, the Provider hereby agrees that no otherwise qualified person with disabilities shall, solely by reason of his handicap be excluded from participating in, be denied the benefits, or otherwise be subject to discrimination under any program or activity and Provider assures that any program or activity will comply with this regulation.

**X. Fair Hearing and Grievance Procedures**

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the Minnesota Department of Human Services.

**XI. Indemnity, Insurance and Audit**

- A. Hold Harmless and Indemnification: The vendor agrees to defend, indemnify, and hold Beltrami County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney’s fees and expenses arising out of any act or omission on the part of the vendor, or its sub-providers, partners or independent providers or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the sub-providers, partners, or independent providers or any of their agents or employees under the agreement.

The Provider agrees that it will at all times indemnify and hold harmless the County from any and all liability for loss, damage or injuries arising from its performance under this contract if:

- 1) By reason of any service recipients suffer personal injury, death, or property loss or damages either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this contract, or while on premises owned, leased, or operated by the Provider, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Provider or its assigns;
- 2) By reason of any service a recipient causes injury to, or damage to, the property of another person during any time when the Provider, the Provider’s assigns or

employee thereof has undertaken or is furnishing the care or service called for under this contract.

- B. Insurance: The Provider does further agree that in order to protect itself as well as the County under the indemnity provisions set forth above, it will, at all times during the term of this agreement, have the following minimum coverage and limits of liability:

Commercial General Liability:

The Minimum Limits of Liability must be:

- \$1,000,000 Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 each Occurrence
- \$100,000 Fire Damage Liability
- \$ 5,000 Medical Expense

- ◆ The County must be listed as an Additional insured as respect to the agreement

Professional Liability Coverage, If Applicable:

The Minimum Limits of Liability must be:

- \$1,000,000 per Wrongful Act or Occurrence
- \$1,000,000 Annual Aggregate

Automobile Liability:

The Minimum Limits of Liability to be:

- Bodily Injury: \$1,000,000 each person/\$1,000,000 each occurrence
- Property Damage: \$1,000,000 each occurrence
- Or a Combined Single Limit of \$1,000,000

- ◆ The policy must include All Owned Autos, Hired and Non-owned
- ◆ The County must be listed as an Additional Insured as respect to the agreement

Certificate of Insurance:

- ◆ The Vendor must provide the County with an original Certificate of Insurance within thirty (30) days of the effective date of this agreement.
- ◆ The Certificate must include a minimum sixty (60) day written notice of intent to cancel, suspend or reduce coverage.
- ◆ The County prefers that insurance be placed with insurers with a current A.M. Best rating of no less than A: VII.
- ◆ The Certificate must identify the County as an Additional Insured on applicable liability policies as respect to the Agreement.

- C. Provider shall ensure that all volunteer drivers are legally licensed drivers covered by automobile insurance required by law. Provider shall keep on file a current copy of the volunteer's drivers license and insurance policy, and shall produce proof of current coverage, upon the request of the Agency.

- D. Audit: The Provider agrees that within thirty (30) days of audit, a copy of the report will be filed with the Agency. If the Provider receives \$500,000 or more in total federal awards, the federal single audit act requires a single audit (Single Audit Act Amendments of 1996, P.L. 104:156 and Office of Management and Budget Circular No. A-133) and the proportional cost of the audit is an allowable cost to the contract or grant. If total awards are less than \$500,000, a single audit is not required and the cost of any audit cannot be paid with federal funds.

**XII. Provider Debarment, Suspension, and Responsibility Certification**

Federal Regulations 45 CFR 92.35 prohibits the County from purchasing goods or services with

federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statute, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Beltrami County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious matter. By signing this contract, the Provider certifies that they are in compliance with these regulations. Furthermore, Provider agrees to notify the Agency immediately, should suspension or debarment become an issue for the entity in the future.

**XIII. Conditions of the Party's Obligations**

- A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained or continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- B. Either party may cancel this agreement at any time, upon 30 days notice, in writing, delivered by mail or in person.
- C. Any alternations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- D. No claim for services furnished by the Provider, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- E. In the event there is a revision of State or Federal regulations, which might make this agreement ineligible for Federal or State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new regulations.
- F. In accordance with Minnesota Statutes, section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract.
- G. The parties further understand and agree that his Contract shall be automatically extended for an additional period of up to ninety (90) days from the end date of this Contract in the event a new contract between the parties is desired, but not entered into, prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that the Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

**XIV. Subcontracting**

The Provider shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to all the requirements of this contract, including the requirement that the Commissioner of Human Services shall be a third party beneficiary of the contract. The Provider shall be responsible for the performance of any sub-Provider.

**XV. Independent Contractor**

It is understood and agreed that the Provider is an Independent Contractor for purposes of this Agreement and all persons employed by the Provider in the performance of any work or services required or provided in this Agreement shall not be considered employees of the County for any purpose whatsoever, including but not limited to: worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit, and any and all such claims and any claim of whatsoever nature made by third parties.

**XVI. Miscellaneous**

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and any county social services agency relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**FOR THE COUNTY:**

\_\_\_\_\_  
John Carlson, Chairman  
Beltrami County Board of Commissioners

\_\_\_\_\_  
Date

**FOR THE PROVIDER:**

  
\_\_\_\_\_  
Lezlie Grubich, Executive Director  
Paul Bunyan Transit

10/16/2024  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND EXECUTION DATE:**

\_\_\_\_\_  
David Hanson, Beltrami County Attorney

\_\_\_\_\_  
Date



Meeting Date: November 12th, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT:** Health and Human Services Warrants

**RECOMMENDATIONS:** Approval of bills paid

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**DEPARTMENT OF ORIGIN:** Health and Human Services

**CONTACT PERSON:** Josh Burnham, Finance Manager 218-333-4197

**DATE SUBMITTED:** 11/6/2024

**CLEARANCES:** Anne Lindseth, HHS Director 218-333-4195

**BUDGET IMPACT:** Budgeted Expenditures

**EXHIBITS:** Warrant Listing provided during work session

**SUMMARY STATEMENT:** Warrant are paid twice weekly upon approval of the division directors and director. Warrants are typically standard re-occurring invoices, client expenditures or items already approved by the Board of Commissioners through the budgetary process. The Warrant listing will be provided for the Commissioners review during the work session. All Warrants have been mailed to the vendors the week they were processed.



**Meeting Date: Nov. 12, 2024  
Beltrami County Commission  
Consent Agenda**

**AGENDA BILL**

**SUBJECT: Twp and City Maintenance Agreements**

**RECOMMENDATIONS: Approve agreement**

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**DEPARTMENT OF ORIGIN: Highway**

**CONTACT PERSON: Bruce Hasbargen, County Engineer, 333-8173**

**DATE SUBMITTED: October 31, 2024**

**CLEARANCES: None**

**BUDGET IMPACT: None**

**EXHIBITS: City of Solway Maintenance Agreement**

**SUMMARY STATEMENT:**

Last year the Board approved putting Maintenance Agreements in place for the work the Highway Department does for Townships and Cities. A number of agreements were approved last year. Attached is an Agreement we recently received from the City of Solway.



# CITY ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 15<sup>th</sup> day of October, ~~2023~~<sup>2024</sup>, between the City of Solway, located within Beltrami County (hereinafter referred to as "the City"), and Beltrami County, a political subdivision of the State of Minnesota (hereinafter referred to as "the County").

IT IS HEREBY AGREED THAT:

**I. Basic Services:** The County shall provide the following described maintenance for City Roads. The City will indicate which roads are included in this agreement and for which services on Attachment "A". For all basic services priority will be given to County Roads before City Roads.

## **A. Blading of Gravel Roads:**

1. The County will maintain the proper crowned driving surface using a motor grader.  
  
The optimum frequency will be blading twice per month. However, the frequency will be dependent on road and weather conditions. Blading is most effective when adequate moisture is present in the gravel surface. Blading of dry material degrades the aggregates, causes loss of binder, and leaves a loose surface which reduces the life of the gravel road. Additional blading may be done in the spring and fall to help maintain the road surface.
2. The County will maintain the shoulder area that slopes directly away from the edge of the driving surface. Periodic shoulder gravel reclamation may be performed to reduce high shoulders.
3. The City will furnish a gravel road with a properly crowned driving surface, adequate gravel, a shoulder area that slopes away from the edge of the driving surface, and a ditch. If not provided the County reserves the right to discontinue blading services.
4. The City will furnish roads with adequate clearance for equipment and turn-around location. If not provided the County reserves the right to discontinue blading service.
5. The City will be responsible for all ditch and culvert maintenance, road repairs, graveling, frost boil repairs and all items not specifically described in items 1 & 2 above.

## **B. Snow Removal from Gravel and Bituminous Surfaced Roads:**

1. The decision to plow, salt/sand, or scrape will be made by the County. The decision will be based on the Beltrami County Snow and Ice Control Policy and the following guidelines.

2. It is the goal of the County to serve the majority of the public in the most efficient way possible. Roads with higher traffic volumes will typically receive higher priority during snow and ice removal events.
3. On Saturdays, Sundays, and Holidays roadways may receive a reduced level of service depending on resources and personnel available.
4. Gravel roads and some lower volume pavements may not receive service during every snow event.
5. The County will typically perform snow removal on bituminous surfaced roads when we receive appreciable accumulation, generally one (1) to two (2) inches of snow.
6. The County will typically perform snow removal on gravel roads when accumulation exceeds four (4) inches.
7. The County will use discretion when the weather forecast or soft road conditions dictate snow removal is not in the best interest of the road as to limit potential road damage.
8. The County will perform ice control measures when icy conditions seriously affect public travel. The County will furnish all ice control material.
9. In some circumstances the County practices may change due to weather, equipment failure, and/or personnel.
10. The City will furnish roads with adequate clearance for equipment, turn-around location, and storage for snow. If not provided the County reserves the right to discontinue snow plowing service.

**II. Additional Services:** The County may, at the request of the City, perform additional services. These services will only be provided if they fit within the County's work schedule.

- A. Blading or snow removal services on minimum maintenance City Roads.
- B. Steaming of culverts
- C. Roadside mowing
- D. Bituminous patching

**III. Engineering Services:** The County may, at the request of the City, provide engineering services for city projects. These services will only be provided if they fit within the County's work schedule

- A. The County reserves the right to not provide engineering service to the City on projects that fall outside the expertise of County staff.

- B. Engineering services require a minimum advanced notice of fifteen (15) months prior to the desired start of work. Projects of high complexity may require additional advanced notice.
- C. Services may include full construction plans, bid proposal, cost estimate, documentation for permits (MPCA, WCA, DNR, and COE), advertising for bids, contract administration, and staffing for construction inspection.

**IV. Materials and Contracted Services:** The City shall be allowed to acquire limited materials and contracted services through the County. Larger quantities may be available directly through the County's vendor, at the vendor's discretion. In order to be included in a solicitation the City must notify the County of its intent to participate in the County contract a minimum of six (6) months in advance of the advertisement for bids. The City may purchase and participate in the following items:

- A. Salt/Sand
- B. Culverts
- C. Sign posts
- D. Cutting Edges
- E. Seal Coat Contract
- F. Dust Control Contract
- G. Other as agreed upon in writing

**V. City Responsibilities:** The City retains final responsibility and authority for all design engineering, construction engineering, construction and maintenance for its roadways.

- A. The City shall promptly inform the County of any known conditions requiring maintenance, repair, or warnings.
- B. The City shall be responsible for making decisions regarding road closure due to hazardous conditions. In the event the County becomes aware of hazardous conditions that it deems serious enough to warrant immediate warnings or closure, it shall first attempt to receive approval from the City Council Chairman prior to taking action. If contact cannot be made within a reasonable period of time, the County is authorized to take protective measures. In the event that hazardous conditions require the County to install warning signs and closures, the City will be billed for the sign rental, delivery, and pick up.
- C. The City shall at all times maintain liability insurance in the minimum amounts established by Minn. Stat. 466, as amended.
- D. The City shall be responsible for maintaining traffic signs on all City Roads.

- E. The City is responsible for taking and investigating citizen complaints regarding City Roads.

**VI. Payment:** For all the services provided herein, the price to be paid by the City shall not be less than the cost to the County for the use of labor, equipment, materials and contracted services. The rates will be set by the County Board annually.

**A. Basic Services A. and B.**

1. Will be billed at the hourly rate as set by the County Board.

**B. Additional Services**

1. Will be billed at the hourly rate set by the County Board.

**C. Engineering Services**

1. Will be billed at the employee labor rate, including the labor benefit additive, for all time spent on the project.
2. The cost of any outside services or fees shall be billed directly to the City or the City will reimburse the County at cost, with no markup.
3. Any County owned materials used on the project will be billed at the County inventory rate plus a handling and administration fee set by the County Board.

**D. Materials and Contracted Services**

1. Materials will be billed at the County inventory rate plus a handling and administration fee set by the County Board.
2. Contracted Services will be billed directly to the City or the City reimburse the County at cost, with no markup.
3. Contracted Services will also be billed for all employee time spent on the project at the employee labor rate, including the labor benefit additive.

**E. All services will be billed monthly.**

- F. Payment shall be made by the City within forty-five (45) days of receipt of billing from the County. All unpaid balances are subject to a 1.5% per month interest penalty.**

**VII. Indemnification:** Each party shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Contract. Liability limits shall be accordance with the minimums specified in Minn. Stat. Ch. 466 or

its successors and nothing herein shall constitute a waiver by either party of said limitations or exceptions to liability.

**VIII. Terms of Agreement:** This Agreement shall commence on the effective date above-written. Thereafter, this Agreement shall automatically renew for successive one-year periods on the same terms and conditions unless, at least ninety (90) days prior to expiration, either party provides written notice to the other of intent to terminate or amend its provisions.

Solway CITY

BELTRAMI COUNTY

By: [Signature]  
City Council Chair Mayor

By: \_\_\_\_\_  
County Board Chair

A City resolution authorizing the execution of this agreement was approved by the City Council on the 15<sup>th</sup> day of October, 2024.

[Signature]  
Attested by City Clerk

A County resolution authorizing the execution of this agreement was approved by the Board of Commissioners on the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Attested by County Administrator

APPROVED AS TO FORM AND EXECUTION

\_\_\_\_\_, 2024

\_\_\_\_\_  
County Attorney



**Meeting Date: Nov. 12, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Final Pay Voucher SAP 004-620-009**

**RECOMMENDATIONS: Approve for Final Payment**

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**DEPARTMENT OF ORIGIN: Highway**

**CONTACT PERSON: Bruce Hasbargen, County Engineer 218-333-8180**

**DATE SUBMITTED: November 3, 2024**

**CLEARANCES: N/A**

**BUDGET IMPACT: none**

**EXHIBITS: Final Pay Request Number: 11, Certificate of Final Acceptance**

**SUMMARY STATEMENT: SAP 004-620-009 Midwest Contracting, LLC.  
CSAH 20/Birchmont Beach Rd – Grading, aggregate  
base and bituminous resurfacing**

\*\*\*\*\*  
\* CERTIFICATE OF FINAL ACCEPTANCE \*  
\*\*\*\*\*

CONTRACT NUMBER: SAP 004-620-009 CONTRACTOR: 303  
DATE CERTIFIED: September 30, 2024 CONTRACTOR NAME: Midwest Contracting, LLC  
PAYMENT NUMBER: 11

\* \* COUNTY BOARD ACKNOWLEDGMENT \* \*

WHEREAS; CONTRACT NUMBER SAP 004-620-009 HAS IN ALL THINGS BEEN COMPLETED, AND THE COUNTY BOARD BEING FULLY ADVISED IN THE PREMISES, NOW THEN BE IT RESOLVED; THAT WE DO HEREBY ACCEPT SAID COMPLETED PROJECT FOR AND IN BEHALF OF THE COUNTY OF BELTRAMI AND AUTHORIZE FINAL PAYMENT AS SPECIFIED HEREIN.

COUNTY OF BELTRAMI  
STATE OF MINNESOTA

I, BELTRAMI COUNTY, AUDITOR/TREASURER WITHIN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION ON FILE IN MY OFFICE.

DATED AT \_\_\_\_\_, MINNESOTA  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
AUDITOR/TREASURER

COUNTY  
(SEAL)

# CERTIFICATE OF PERFORMANCE

County of Beltrami  
SAP 004-620-009

Contractor: Midwest Contracting, LLC

Total Value of Work	Original Contract	\$ 6,999,141.40
For Voucher # <u>11</u>	Final Contract Amount	\$ 7,196,532.85

Contract # \_\_\_\_\_ (local contract number) \_\_\_\_\_

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

  
\_\_\_\_\_  
County Engineer

11/4/24  
Date





**Meeting Date: Nov. 12, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT: Final Pay Voucher SAP 004-599-051**

**RECOMMENDATIONS: Approve for Final Payment**

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**DEPARTMENT OF ORIGIN: Highway**

**CONTACT PERSON: Bruce Hasbargen, County Engineer 218-333-8180**

**DATE SUBMITTED: November 3, 2024**

**CLEARANCES: N/A**

**BUDGET IMPACT: none**

**EXHIBITS: Final Pay Request Number: 3, Certificate of Final Acceptance**

**SUMMARY STATEMENT: SAP 004-599-051 Midwest Contracting, LLC.  
Box culverts, bridge removal, grading, surfacing**

\*\*\*\*\*  
 \* CERTIFICATE OF FINAL ACCEPTANCE \*  
 \*\*\*\*\*

CONTRACT NUMBER: SAP 004-599-051 CONTRACTOR: 1266  
 DATE CERTIFIED: 09-03-2024 CONTRACTOR NAME: Midwest Contracting, LLC  
 PAYMENT NUMBER: 3

\* \* COUNTY BOARD ACKNOWLEDGMENT \* \*

WHEREAS; CONTRACT NUMBER SAP 004-599-051 HAS IN ALL THINGS BEEN COMPLETED, AND THE COUNTY BOARD BEING FULLY ADVISED IN THE PREMISES, NOW THEN BE IT RESOLVED; THAT WE DO HEREBY ACCEPT SAID COMPLETED PROJECT FOR AND IN BEHALF OF THE COUNTY OF BELTRAMI AND AUTHORIZE FINAL PAYMENT AS SPECIFIED HEREIN.

COUNTY OF BELTRAMI  
 STATE OF MINNESOTA

I, BELTRAMI COUNTY, AUDITOR/TREASURER WITHIN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION ON FILE IN MY OFFICE.

DATED AT \_\_\_\_\_, MINNESOTA  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 AUDITOR/TREASURER

COUNTY  
 (SEAL)



### CERTIFICATE OF PERFORMANCE

County of Beltrami  
SAP 004-599-051

Contractor: Midwest Contracting, LLC.

Total Value of Work  
For Voucher # 3

Original Contract \$502,436.00  
Final Contract Amount \$504,643.48

Contract # SAP 004-599-051

(local contract number) \_\_\_\_\_

I HEREBY CERTIFY to the Board of Commissioners of the above-named county that I have been in charge of the work required by the above described contract, that all of such work has been done and performed, measured by, and in accordance with and pursuant to the items of said contract.

County Engineer

10/7/24  
Date



**Meeting Date: Nov 12, 2024**  
**Beltrami County Commission**  
**Consent Agenda**

**AGENDA BILL**

**SUBJECT:** Contract Agreement Between the Beltrami County Natural Resources Management Department and the Joint Counties Natural Resources Board

**RECOMMENDATIONS:** Approve agreement and authorize Chair signature

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**DEPARTMENT OF ORIGIN:** Natural Resource Management

**CONTACT PERSON:** Shane Foley, Director of NRM, 218-333-4163

**DATE SUBMITTED:** November 1, 2024

**CLEARANCES:** County Administrator, Tom Barry; County Attorney, David Hanson

**BUDGET IMPACT:** Revenue of \$1,500

**EXHIBITS:** Contract agreement

**SUMMARY STATEMENT:** The Joint Counties Natural Resources Board is a group of county commissioners from northern Minnesota that meet in Bemidji to discuss various natural resource issues that are relevant to their counties. The Environmental Services Department previously provided staff to coordinate meetings and perform clerical work for the Board, due to staffing changes it was determined that the NRM Department would be better suited to take over the role. The department is reimbursed for time and expenses.

# Contract Agreement Between the Beltrami County Natural Resources Management Department and the Joint Counties Natural Resources Board

This Agreement is made and entered into on November 12th, 2024, by and between the Joint Counties Natural Resources Board and the Beltrami County Natural Resources Management Department and continuing until termination of the contract by either party. The contract will be reviewed as needed to adjust rates and responsibilities.

The Joint Counties Board shall engage the Beltrami County Natural Resources Management Department to provide the following services:

- Working with the Chair, taking minutes, assisting in developing agendas and needed correspondence, posting all needed mailings, distribution of Board information in a timely manner, and any other administrative duties agreed to and authorized by the Board and/or Board Chair.

For services provided, the Board will pay a maximum amount of \$600.00 per month to the Beltrami County Natural Resources Management Department:

1. IRS mileage for any travel requested by the Board outside of Bemidji,
2. \$60 per hour, and
3. Time will not exceed 10 hours per month, apart from preparing special reports.

The Joint Counties Natural Resources Board will be responsible for office supplies including but not limited to coffee, rolls, and postage.

This Agreement may be terminated with a 30-day out clause by either party for any reason, including:

- If the Beltrami County Natural Resources Department fails to perform duties or is unable to provide the services in this Agreement due to illness, death, disability, or staffing constraints.
- If the Joint Counties Natural Resources Board disbands or is unhappy with the performance of the Beltrami County Natural Resources Management Department or other reasons that may be expressed in writing.

Joint Counties Natural Resource Board

Beltrami County Board of Commissioners

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date



Meeting Date: November 12, 2024  
Beltrami County Commission  
Consent Agenda

**AGENDA BILL**

**SUBJECT: Digitizing Mortgage, Deed and Miscellaneous Books**

**RECOMMENDATIONS: Approve and Sign ISC Digitizing Agreement**

---

**DEPARTMENT OF ORIGIN:** County Recorder

**CONTACT PERSON:** Charlene Sturk, Recorder, 218-333-8345

**DATE SUBMITTED:** November 1, 2024

**CLEARANCES:** County Administrator, County Attorney

**BUDGET IMPACT:** None. The cost will come out of the Recorder Technology Fund which is used for obtaining, maintaining and updating current technology to provide services to the records system.

**EXHIBITS:** ISC Digitizing Agreement

**SUMMARY STATEMENT:** Our office has recorded documents imaged, indexed and available online from 1987 to present day. We have our microfilm from 1965 to 2001 imaged. We have approximately 212 old books that are not imaged. When we have to make copies out of these books, which are heavy and cumbersome, we have to bring them to our scanners and hopefully get a good image. There is currently no backup for these documents recorded from 1874 to 1965 and if there were to be a catastrophic event in this building and those books were destroyed we would not be able to recreate the documents. This will also offer us the opportunity to upload these documents into our recording software.





*To: Beltrami County, ATTN: Charlene Sturk  
From: ISC, Opentext | Elair Brothen, Mallory Vaupel  
RE: Record Conversion, County Recorder Books  
Date: 10/11/2024*

Charlene,

Enclosed you will find a proposal for digitizing Beltrami County's recorder books. The project is outlined in this proposal and details can be found in pages 3-8. We are basing conversion pricing on the information provided during our various discussions over the past weeks. This scanning project has been broken down by book type – bound books and keyed books. All scanning will be accomplished at our Fargo, ND headquarters, and we will provide a secure company vehicle to transport the records to our Fargo location for conversion. Should you need information from one of the books in our possession, we will scan and e-mail you the images within a 2-hour timeframe.

ISC has provided Minnesota counties with conversion services for over 20 years, and we currently help over 50 Minnesota counties manage their digital information and business process strategies—we are the only vendor who can offer you a turnkey solution from digitization to software installation and beyond. Feel free to email/call (1-800-359-1048) if you have any initial questions and we will plan to follow-up soon regardless. Thanks so much.

Best Regards,

*Mallory Vaupel*

and the ISC Team





## **General Agreement, Beltrami County Digitization (phase I, ver 1)**

### **Overview**

Beltrami County Recorder desires to have their bound paper books converted to a digital format for security, ease of use and to provide the county with an archival copy of these permanent records. Information Systems Corporation (herein referred to as ISC Corp.) agrees to provide such services as outlined in this agreement.

### **Objective**

The objective of this document is to present the project scope, deliverables, and assumptions for implementing this digital conversion project for the Customer

### **Project Pricing**

The project pricing is outlined in detail in this document and is inclusive of all necessary hardware, software, labor, transportation and facility expenses. The total price is based on the information provided to ISC Corp. during the interview and project review process. Any additional books or documents presented will be added to the project price and priced accordingly.

### **Transportation of books for digitizing**

All transportation of books will be the responsibility of the vendor, ISC Corp. Books will be picked up in batches to be digitized and returned to Beltrami County upon completion. Beltrami County will provide ISC Corp. with a pickup and drop off location.

### **Return of Digitized Documents and Metadata**

All documents will be returned to Beltrami County on a removable hard-drive in the preferred file format. ISC willing to offer support in uploading information to the desired location, if needed.

### **Retrieval of Documents while books are at our conversion center**

If the team member needs to retrieve a document from a book that is in our custody at the conversion center, they will simply call our toll-free number (1-800-359-1048) or email [support@iscimaging.com](mailto:support@iscimaging.com) and provide the book and page number (or document number) and our conversion staff will copy the needed page and e-mail to the requester within 1 hour. Monday-Friday 8:00am to 5:00pm



## **General Agreement, Beltrami County Digitization (phase I, ver 1)**

### **Ownership of Digitized Images- Intellectual Property**

All digitized images from Beltrami County will remain the property of Beltrami County. ISC Corp will retain a copy of all digitized images and index metadata for a period of 180 days after the completion of the digitizing project at which time all Beltrami County property will be copied and removed from ISC Corp. Servers.

### **Project Stakeholders**

Beltrami County: Charlene Sturk – Beltrami County Recorder

ISC Corp : Stacy Ludwig - Conversion Center Supervisor  
Derek Dahlsad – Support Center Manager  
Elair Brothen

### **Project Management**

ISC Corp. will assign the appropriate resources to meet all stated requirements and defined within the scope of work. ISC Corp. will provide the Beltrami County Stakeholders with a monthly update on the overall progress of the project. The vendor, ISC Corp. will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

### **Project Timeline**

ISC Corp. is estimating the recorder's digitizing project to take 6-9 months to complete. This includes the proofing/verification steps and the detailed indexing of each scanned document. We are anticipating a start date of December 2024.

### **Compensation and Payment Schedule**

Initial project price has been identified within this proposal and will be by invoiced to Beltrami County. ISC Corp. reserves the right to invoice 50% of project price when 50% of the project is completed. The remainder of the project price will be invoiced upon project completion..

## ISC Digitizing Processes for County Documents

- **Book Handling** – All books will be removed from shelves in a sequential order. Bound pages will remain in the binder and digitized 2 pages at a time (left and right) All pages will be removed from mechanical books (keyed) and fed through a high-resolution document scanner. Once scanned the pages will be placed back in the binders.
- **Bound Book Scanning** – All bound books will be scanned in a non-destructive manner meaning they will be scanned manually on a flat bed scanner. The books will not be damaged during the digitizing process.
- **Mechanical Book Scanning** – All pages will be removed from mechanical books and scanned through an auto feed high resolution document scanner. All documents will be scanned at 300 dpi for optimum image quality. Once the documents are scanned, they will be placed back into the book binders in the order they were removed.
- **TIFF Images** – All pages will be converted to TIFF Group IV images as this is an industry standard. The images will also be compressed to minimize storage requirements.
- **Image Enhancement** – Each TIFF Image will be de-skewed and solid black borders will be removed for optimum file compression.
- **Content Inspection** – After scanning our staff will inspect 100% of the digitized images to confirm that no pages have been double fed, stretched or contain scanner errors. Any pages with issues will be rescanned.
- **Inspection and Verification Report** – Any page that is identified as “poor quality” after the rescan will be logged on a Verification report and identified as such to the respective county department.
- **Document Prep** – All documents that require attention prior to scanning will be prepped by ISC trained staff to ensure quality images. Post it notes will be scanned as separate documents and if staples and paper clips are present on the documents, they will be removed prior to the scanning process. Normal Document Prep charges will apply.

**PROJECT SCOPE | Deed, Mortgage and Misc.**

*The digitization of project files for Beltrami County includes the following;*

1. Scanning and indexing approximately 155 bound, 25 keyed books and 32 destructed (cut apart) books.
  1. Bound books have an estimate of 640 pages per book, totaling **9,200 pages**.
  2. Keyed books have an estimate of 640 pages per book, totaling **16,000 pages**
  3. Destructed books (cut apart) have an estimate of 640 pages per book, totaling **20,480 pages**.
2. The books will be transported to our conversion center in Fargo, ND
3. All files will be prepped prior to scanning. All staples and paper clips will be removed. Small post it notes, and photos will be taped on white pages prior to scanning.
4. All documents will be scanned front and back. All blank back side pages will be deleted prior to indexing.
5. The documents will be scanned at 300dpi on an auto-feed high speed document scanner.
6. All scanned images will be proofed for quality and accuracy. Document cleanup and enhancement will be applied to all digitized images.
7. All files will be indexed by their corresponding book and page number.

**Books to be scanned and indexed**

<i>File Storage</i>	<i>Count</i>	<i>Pages</i>	<i>Total Pages</i>
Bound reception books	155	640	99,200
Keyed reception books	25	640	16,000
Destructed books (cut apart)	32	640	20,480
<b><i>Total pages to be digitized: 135,680 pages</i></b>			



**CONVERSION ESTIMATE**

<i>Product/Service Details</i>	<i>Price</i>	<i>Quantity</i>	<i>Total</i>
<b>Scanning</b>			
Keyed Books (loose pages)	\$0.37 /page	36,480 pages	\$13,497.60
Bound Books	\$0.67/page	99,200 pages	\$66,464.00
<b>Indexing</b>			
Keyed and Bound Books	\$0.08 /page	135,680 pages	\$10,854.40
Additional indexing for misc.	\$30.00/hour	200 hours	\$6,000.00
<b>TOTAL</b>			<b>\$96,816.00</b>

**In-House Option, Book Scanner Purchase (Optional)**

An additional option that is available to you is to scan your oversized books in-house. This would require you to purchase a book scanner, and a word of caution in attempting to do this with existing staff members is that it is an extremely labor-intensive project. One must scan each page and then go back and index each page by book number, page number, etc. Image quality is imperative as some of these books are possibly faded and difficult to read. Pricing for a book scanner to move forward with in-house scanning can be found below. The support/maintenance is charged annually to ensure your scanner is running efficiently for years to come.

<i>Product/Service Details</i>	<i>Quantity</i>	<i>Total</i>
Bookeye Model 5V2 complete with software/Kiosk	1	\$23,245.00
<b><i>Annual Support/Maintenance</i></b>		
12-month on-site support (parts, labor and upgrades included)		\$2,789.40
<b>TOTAL</b>		<b>\$23,245.00 + annual maintenance stated above</b>



*Beltrami County accepts the terms of ISC's proposal that totals a one-time investment of \$ 96,816.00, excluding the optional book scanner add-on.*

*If any further discussions and/or changes to this proposal are needed, Beltrami County is to contact an ISC representative to discuss and/or make the necessary adjustments to this proposal. We are sincerely appreciative to have the opportunity to partner with Beltrami County.*

**Signatures:**

\_\_\_\_\_  
ISC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**Notes:**

Thank you for your partnership! If you have any questions or concerns, please reach out to [support@iscimaging.com](mailto:support@iscimaging.com) or call 800-359-1048

**Terms and Conditions:**

- \*Pricing is valid until 12/11/2024. All pricing will be subject to review at that time.
- \*This pricing is an estimate based on the information received on Beltrami County's reception books. If books vary drastically from the quoted info, the total pages and total cost may vary based on this.
- \*details regarding your support contract can be found at <https://www.iscimaging.com/support-agreements/>



**Meeting Date: NOV 12, 2024**  
**Beltrami County Commission**  
**Regular Agenda**

**AGENDA BILL**

**SUBJECT: County Assessor Reappointment**

**RECOMMENDATIONS: Approve Resolution to Reappoint County Assessor**

---

**DEPARTMENT OF ORIGIN: Assessor**

**CONTACT PERSON: Kaleb Bessler, County Assessor 218-333-4111**

**DATE SUBMITTED: 11/06/24**

**CLEARANCES: N/A**

**BUDGET IMPACT: N/A**

**EXHIBITS: Sample Board Resolution, Oath of Office**

**SUMMARY STATEMENT: Reappointment required to fulfill the duties of County Assessor. Beginning January 1, 2025 for a new four year term.**



# Sample board formal action:

Resolution of the Board of County Commissioners of Beltrami adopted on November 12, 2024

WHEREAS, Minn. Stat. §273.061 declares that the term of office as County Assessor shall begin on January 1 of every fourth year after 1973; and WHEREAS, January 1, 2025, will begin a new term of office for county assessors statewide. THEREFORE, BE IT RESOLVED, that the Beltrami Board reappoints:

Kaleb Bessler, County Assessor

to a four-year term beginning on January 1, 2025, through December 31, 2028, pursuant to the provisions of Minn. Stat. § 273.061, subject to the approval of the Commissioner of Revenue.

Resolution offered by [NAME AND TITLE]

Motion to adopt by [NAME AND TITLE]

Second [NAME AND TITLE]

Declared adopted by vote as follows: Yeas [NAMES AND TITLES], Nays [NAMES AND TITLES], Abstain [NAMES AND TITLES]

Signature of county official

## COUNTY ASSESSOR OATH OF OFFICE

*State of Minnesota*

*County of* \_\_\_\_\_

*I, \_\_\_\_\_ do swear and affirm that I will support the constitution of the United States and the Constitution of the State of Minnesota, and that I will be diligent, faithful, and impartial in the performance of the duties of the office of County Assessor for the county of \_\_\_\_\_, in the State of Minnesota, to the best of my judgement and ability in accordance with the law.*

\_\_\_\_\_  
*Signature*

*Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.*

*Signature of Notary Republic*

*Date Commission Expires*

*Printed Name of Notary Republic*

*County of Residence*



**Meeting Date: Nov. 12<sup>th</sup>, 2024**  
**Beltrami County Commission**  
**Regular Agenda**

**AGENDA BILL**

**SUBJECT: DNR Land Purchase Option Extensions**

**RECOMMENDATIONS: Authorize the signing of Option extensions**

---

**DEPARTMENT OF ORIGIN: Natural Resources Management**

**CONTACT PERSON: Shane Foley, Director of NRM, 218-333-4163**

**DATE SUBMITTED: 11/6/24**

**CLEARANCES: Tom Barry, County Administrator**

**BUDGET IMPACT: No change**

**EXHIBITS: Wapiti WMA Option Amendment; Red Lake WMA Option Amendment**

**SUMMARY STATEMENT: On July 9<sup>th</sup>, 2024 the Beltrami County Board of Commissioners authorized the signing of Options for 3 parcels of tax-forfeited land to be sold to the MN DNR. Two of the options have recently expired and need to be extended. The extension allows for further discussion between the County and the DNR prior to the sales being finalized.**

**Project:** WAPITI WMA  
**Parcel:** 1  
**County:** Beltrami  
**Acquisition #:** ACQ0161331

### **AMENDMENT TO OPTION**

Beltrami County, on behalf of the State of Minnesota in Trust for the taxing districts (“Seller”) granted to the State of Minnesota acting by and through the Department of Natural Resources (“State”), an Option for the right to purchase land or an interest in land located in Beltrami County, Minnesota and further described in the Option. The Effective Date of the Option is July 10, 2024.

Seller requested to amend the Option to extend the Option term to allow additional time for land acquisition discussions with the amendment being subject to ratification by the Beltrami County Board of Commissioners on November 12, 2024. Pursuant to the agreement by the Seller and State, the Option (Effective Date: July 10, 2024) is hereby amended as follows:

1. The option period is extended by a period of 6 (six) months, with a new expiration date of May 10, 2025.
2. This Amendment is subject to ratification by the Beltrami County Board of Commissioners on November 12, 2024.

This amendment is subject to the State’s review and approval after receipt from Seller. If the State approves the amendment, the State will acknowledge the amendment on its acknowledgment signature page below and will provide a copy to Seller.

Except as expressly amended in this amendment, all other terms of the original Option remain in effect. Capitalized terms not defined in this amendment are given their meaning from the original Option.

*[remainder of page intentionally left blank; signature pages follow]*

**Seller Signature Page to Amendment to Option**

**SELLER: BELTRAMI COUNTY**

\_\_\_\_\_  
Thomas Barry, Beltrami County Administrator

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF BELTRAMI     )

This instrument was acknowledged before me on this \_\_\_\_ day of November, 2024, by Thomas Barry, Beltrami County Administrator, on behalf of the Seller.

Notarial Stamp or Seal (or other title or rank)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**State Acknowledgment Amendment to Option**

Received and Acknowledged By: \_\_\_\_\_  
(State Agent)

THIS INSTRUMENT WAS DRAFTED BY:

Chelsea Crawford  
State of Minnesota  
Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155

**Project:** RED LAKE WMA  
**County:** Beltrami  
**Acquisition #:** ACQ0161344

### **AMENDMENT TO OPTION**

Beltrami County, on behalf of the State of Minnesota in Trust for the taxing districts (“Seller”) granted to the State of Minnesota acting by and through the Department of Natural Resources (“State”), an Option for the right to purchase land or an interest in land located in Beltrami County, Minnesota and further described in the Option. The Effective Date of the Option is July 10, 2024.

Seller requested to amend the Option to extend the Option term to allow additional time for land acquisition discussions with the amendment being subject to ratification by the Beltrami County Board of Commissioners on November 12, 2024. Pursuant to the agreement by the Seller and State, the Option (Effective Date: July 10, 2024) is hereby amended as follows:

1. The option period is extended by a period of 6 (six) months, with a new expiration date of May 10, 2025.
2. This Amendment is subject to ratification by the Beltrami County Board of Commissioners on November 12, 2024.

This amendment is subject to the State’s review and approval after receipt from Seller. If the State approves the amendment, the State will acknowledge the amendment on its acknowledgment signature page below and will provide a copy to Seller.

Except as expressly amended in this amendment, all other terms of the original Option remain in effect. Capitalized terms not defined in this amendment are given their meaning from the original Option.

[remainder of page intentionally left blank; signature pages follow]

**Seller Signature Page to Amendment to Option**

**SELLER: BELTRAMI COUNTY**

\_\_\_\_\_  
Thomas Barry, Beltrami County Administrator

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF BELTRAMI     )

This instrument was acknowledged before me on this \_\_\_\_ day of November, 2024, by Thomas Barry, Beltrami County Administrator, on behalf of the Seller.

Notarial Stamp or Seal (or other title or rank)

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_



**State Acknowledgment Amendment to Option**

Received and Acknowledged By: \_\_\_\_\_  
(State Agent)

**THIS INSTRUMENT WAS DRAFTED BY:**

Chelsea Crawford  
State of Minnesota  
Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155



Date: November 12, 2024  
Beltrami County Commission  
Regular Meeting Agenda

**REGULAR MEETING AGENDA BILL**

**SUBJECT: State of MN Indian Affairs Council Lease Agreement**

**RECOMMENDATIONS: Approve the MN Indian Affairs Council Lease Agreement**

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**CONTACT PERSON: Steve Shadrick, Facilities Manager 333-8475**

**DATE SUBMITTED: November 6, 2024**

**BUDGET IMPACT:** \$15,843 Annual Rent Revenue (12/1/24 – 11/30/25)  
\$16,077 Annual Rent Revenue (12/1/25 – 11/30/26)  
\$16,310 Annual Rent Revenue (12/1/26 – 11/30/27)

**ATTACHMENTS: MN Indian Affairs Council Lease**

**SUMMARY STATEMENT:**

MN Indian Affairs Council is wishing to lease 932 square feet of office space within the Community Services Center first floor. The lease is a three-year term with the option to renew for an additional three years.

STATE OF MINNESOTA

LEASE

LEASE NO. **12540**

THIS LEASE is made by and between Beltrami County, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Minnesota Indian Affairs Council.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Bemidji, County of Beltrami, Minnesota 56601:

approximately nine hundred thirty two (932) usable square feet of space, also known as Suite 170, as shown on the floor plan attached hereto and incorporated herein as Exhibit A, in the building known as the Beltrami Community Services Center ("Building") located at 616 America Avenue NW.

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

- 3.1 **Tenant's Work, Commencement and Expiration Dates**

- a. The term of this Lease is three (3) years, commencing December 1, 2024 ("Commencement Date") and continuing through November 30, 2027 ("Lease Term").
    - b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after November 18, 2024 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 3.2 Landlord's Work Completion Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to enable Tenant to complete Tenant's Work. Landlord shall complete Landlord's Work in the Leased Premises in its entirety by the Commencement Date.
- 3.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.
- a. The Adjusted Commencement Date shall be the later date of either of the following:
- (i) The date which is sixteen (16) days subsequent to the actual Tenant's Work Commencement Date.
  - (ii) The date that Landlord's Work is substantially completed.
- b. Amendment & Prorated Rent
- (i) By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.
  - (ii) If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

#### 4. USABLE SPACE MEASUREMENTS

- 4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.
- 4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:
- a. vertical shafts,

- b. elevators,
- c. stairwells,
- d. dock areas,
- e. mechanical, utility and janitor rooms,
- f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
- g. each and every column, dead wall space, and/or pilaster within the Leased Premises of four (4) square feet or more; and
- h. each and every column and/or pilaster attached to the exterior, building corridor walls or demising wall within the Leased Premises.

5. **RENT**

5.1 **Rent Payment** In consideration for all covenants, representations and conditions of the Lease, Tenant agrees to pay Landlord rent for the Lease Term in the sum of forty eight thousand two hundred thirty one and no/100 dollars (\$48,231.00) in accordance with the rent schedule set forth below:

LEASE PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
12/1/24 - 11/30/25	932	\$ 17.00	\$ 1,320.33	\$ 15,843.96
12/1/25 - 11/30/26	932	\$ 17.25	\$ 1,339.75	\$ 16,077.00
12/1/26 - 11/30/27	932	\$ 17.50	\$ 1,359.17	\$ 16,310.04
			<b>TOTAL</b>	<b>\$ 48,231.00</b>

*\*Initial Lease Term Rent Includes Four (4) Parking Passes for City of Bemidji Lot 9*

5.2 **Rent Billing Address** Landlord shall email, mail or personally deliver original bills and rent statements to Tenant at the following address:

Minnesota Indian Affairs Council  
 161 Rondo Ave Suite 191  
 St. Paul, MN 55301

5.3 **Rent Payment Address** Tenant shall pay Landlord via electronic payment to the payment address Landlord has provided in SWIFT, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

Beltrami County  
 Sam Rux  
 Finance Director  
 701 Minnesota Ave NW, Suite 200

Bemidji MN 56601  
[samantha.rux@co.beltrami.mn.us](mailto:samantha.rux@co.beltrami.mn.us)

5.4 Landlord Receipt of Rent Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

## 6. PARKING

6.1 At no additional cost to Tenant and as described in Section 5.1 above, Landlord shall provide four (4) parking passes (for four (4) parking stalls) for the City of Bemidji Lot 9 located north of the Community Services Center as shown on Exhibit B for the use of Tenant during the initial Lease Term.

6.2 Visitor Parking Street parking is available on America Avenue NW and 6<sup>th</sup> St NW and along Minnesota Avenue NW for Tenant's guests and visitors as shown on the attached Exhibit B.

6.3 Option Period Parking If Tenant exercises the Option Period in Section 9 below, Tenant will need to purchase parking passes for the Option Term as described in Section 9.4 below.

## 7. TERMINATION

7.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Minnesota Indian Affairs Council funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days' prior written notice to Landlord.

7.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days' prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

8. SURRENDER OF LEASED PREMISES Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 Personal Property Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted. Tenant shall bear no responsibility for damage to the Leased Premises caused by Landlord or those acting under Landlord's direction.

8.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2.a above.

8.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove the cabling.

9. OPTION TO RENEW

9.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of three (3) years, commencing December 1, 2027 and continuing through November 30, 2030 ("Option Period") at the same terms, conditions as this Lease and at the rental rates set forth below in Sections 9.3 and 9.4 below.

9.2 To exercise the above noted Option to Renew, Tenant must indicate in writing its intent to exercise the option and the Option Period Parking described in Section 6.3 above no later than October 31, 2027.

9.3 Tenant shall pay Landlord rent for the Option Period in the sum of fifty thousand three hundred twenty eight and no/100 dollars (\$50,328.00) according to the rent schedule set forth below:

OPTION PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR OPTION PERIOD
12/1/27 - 11/30/28	932	\$ 17.75	\$ 1,378.58	\$ 16,542.96
12/1/28 - 11/30/29	932	\$ 18.00	\$ 1,398.00	\$ 16,776.00
12/1/29 - 11/30/30	932	\$ 18.25	\$ 1,417.42	\$ 17,009.04
			<b>TOTAL</b>	<b>\$ 50,328.00</b>

*\*Option Rate Does Not Include Parking Passes*

9.4 Option Period Parking During the Option Period, Tenant shall have the option to purchase up to four (4) parking passes from the Landlord at an annual rate of ninety five and no/100 dollars (\$95.00) per parking pass. If Tenant elects to purchase the parking passes from the Landlord during the Option Period, Landlord shall send an invoice to Tenant annually and Tenant shall pay Landlord based on the actual number of parking passes used, not to exceed an annual amount of three hundred eighty and no/100 dollars (\$380.00).

## 10. LANDLORD'S WORK

10.1 Landlord shall, at its expense, provide labor and materials to perform the work as described in this Section 10, (collectively referred to as "Landlord's Work"):

- a. Adequate Heating, Ventilation and Air-Conditioning (HVAC) system/adjustments to accommodate the floor plan.
- b. Installation of doors with hardware including locks. Existing locksets on doors within tenant space will be keyed per Tenant's request.
- c. Installation of commercial-grade carpet tiles throughout the Leased Premises.
- d. Installation of window shades or blinds on (3) windows adjacent to hallway.
- e. Painting of all wall surfaces to provide a professional appearance within Tenant space.

10.2 Wall paint, flooring, and window coverings will match color/product theme as rest of Building.

10.3 Landlord agrees to substantially complete Landlord's Work set forth herein by November 18, 2024.

10.4 Landlord shall, at its expense, provide all architectural and engineering services and plans and all required permits and fees in connection with Landlord's Work.

## 11. TELECOMMUNICATIONS

11.1 Building Access The Building's telephone/cable size must be large enough to provide access for the telephone company's facilities. If the entrance size does not meet the requirements for access by the telephone company's facilities, Landlord shall, at its expense, ensure that these requirements are met.



11.2 Main Point of Presence (MPOP)/Intermediate Distribution Frame (IDF)

- a. Landlord shall establish and identify the location of the MPOP for service provided by the telephone company.
- b. Landlord shall provide all required cable from the MPOP to the telecommunications panel (IDF) on the floor of which the Leased Premises are a part for present and future requirements (2 pair from the MPOP to the IDF for each work station).
- c. Landlord shall provide Tenant access to the Building-grounding electrode.
- d. Landlord shall remove all cable/wiring that does not meet applicable building code.
- e. Adequate plywood (3/4 - 5/8 inch) on wall for wire and equipment termination and installation, painted with a light-colored paint and meeting all applicable fire codes.

11.3 Station Wiring/Cable Access Landlord shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the IDF (telecommunication panel/closet/room) to each station on the floor. The subsystem could be made up of any one or parts of the following:

- a. Under floor duct system (e.g., walker duct system).
- b. Conduit.
- c. Suspended ceilings.
- d. Raised flooring.
- e. Power poles.

12. TENANT REQUESTED ALTERATIONS

12.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved and arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or

Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.

- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
- (i) Alterations totaling \$4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
  - (ii) Alterations totaling \$5,000.00 through \$9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
  - (iii) Alterations of \$10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

12.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

13. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

13.1 **Management**

- a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including but not limited to recycling of recyclable materials, operation and maintenance of the Building and the Leased Premises utilizing low VOC-emitting materials and carpet backing material that is PVC free and carpeting that is recyclable.

13.2 **Utilities** Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

- 13.3 Electrical Service Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.
- 13.4 Heating and Cooling Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:
- a. From October 1 through April 30, between 70.5°F and 74.5°F. Temperature settings must be lowered to 60°F to 62°F during periods outside of Working Hours.
  - b. From May 1 through September 30, between 72.0°F and 76.0°F degrees. Temperature settings will be increased to 85°F during periods outside of Working Hours.
- 13.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.
- 13.6 Ventilation and Environmental Quality
- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2019, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:
    - (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2-2017, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
    - (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

- b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2-2017, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.
- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.
- d. Landlord shall, at its expense, and within a reasonable time, remove and replace any building material with visible or detected evidence of water infiltration or mold growth. In addition, Landlord shall, at its expense, provide to Tenant, upon Tenant's request, Landlord's water intrusion response plan, which shall comply with industry standards and practices pertaining to water infiltration within the Leased Premises.

#### 13.7 Lighting

- a. Landlord shall provide the Leased Premises with LED light fixtures and/or overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. Landlord shall, at its expense, replace light bulbs/LED light bulbs in overhead lighting and light fixtures as needed. In addition, Landlord shall, at its expense, perform any maintenance and repairs and/or replace light ballasts, overhead lighting, light fixtures, and similar lighting components as needed.

13.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men, women and gender neutral which shall be in compliance with the Americans with Disabilities Act (ADA) requirements. In the event Tenant or its invitees, licensees and guests shall need to use a gender-neutral restroom, Landlord shall provide reasonable restroom accommodation and coordinate with Tenant to accommodate such request. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

13.9 Janitorial Service Landlord shall provide janitorial services and supplies to the Leased Premises and common areas of the Building in accordance with the janitorial schedule attached and incorporated herein as Exhibit C.

### 13.10 Sustainability

- a. Sustainable Building Guidelines Landlord agrees, when feasible, to follow the State of Minnesota B3 sustainable building guidelines for maintenance and improvements to the Leased Premises. Feasibility shall be determined by Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the Lease, performance, aesthetics, material/labor availability and impact on Building valuation.
- b. Trash Removal Landlord shall, at its expense, provide solid waste/trash disposal services.
- c. Recycling Services
  - (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
  - (ii) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect comingled (single sort) recyclable materials, such as, but not limited to, paper, glass, plastics and metal, including, but not limited to, performing the following services:
    - (a) centrally located recycling containers, in locations and number of containers agreed to by Landlord and Tenant, for the deposit of individual recycling containers; and
    - (b) Emptying the recycling containers at a centralized recycling station for pickup by the recycler and returning the recycling containers to the Leased Premises.
- d. Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.

13.11 Fire Safety Landlord shall, at its expense, provide, inspect, monitor, and maintain all fire extinguishers, fire alarms, fire detection systems, carbon monoxide detectors, fire sprinklers and fire suppression systems for the Leased Premises and Building as required by applicable codes/ordinances and/or the state fire marshal.

13.12 Common Areas The use and occupancy by Tenant of the Leased Premises shall include the reasonable nonexclusive use in common with others entitled thereto of the common and public access areas of the Building, including stairways, elevators,

lobbies, hallways, grounds, walkways and parking lot(s). Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

13.13 Landscaping/Grounds Maintenance Landlord shall, at its expense, maintain the landscaping, grounds, and walkways surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:

- a. Grass cutting, fertilizing, weed control and tree trimming as necessary with annual shrubbery trimming;
- b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type;
- c. Seasonal flower planting and maintenance, including pollinator friendly plants;
- d. Use of any plant materials or pesticide products containing neonicotinoid are prohibited;
- e. Prompt removal of debris from grounds, walkways and parking lots;
- f. City Lot 9 (parking lot) is a city owned property. Landlord shall make recommendations to city officials as needed to maintain said parking lot. Tenant acknowledges that the city makes final decisions on work conducted in this parking lot.
- g. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
- h. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.

13.14 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 7:45 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 7:45 a.m., Landlord will make every effort to complete the snow removal as soon as possible.

13.15 General Maintenance and Repairs

- a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in

good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, loading docks, doors (including dock/overhead doors and door operating mechanisms), ceiling (including ceiling tiles and ceiling grids), windows, window coverings (window shades, blinds, and window/privacy films), walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.

- b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

#### 13.16 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.
- b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Air Conditioning Cooling Equipment Maintenance:
  - (i) Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.
  - (ii) Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

- 13.17 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 13.18 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 13.19 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 13.20 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 13.21 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.
- 13.22 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 13.23 Repainting and Floor Covering Replacement Landlord shall, at its expense:
- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition. Removal, disassembly/assembly of modular furniture will not be required for touch up painting.
  - b. Repair or replace damaged or stained vinyl wall and base as necessary.
  - c. Replace worn, damaged or stained floor covering and wall base at such time during occupancy as may be necessary.
  - d. Paint the Leased Premises as reasonably required by Tenant any time after the eighth year of the Lease Term and extension(s) thereof.
  - e. Pay all costs associated with tear down and reinstallation of modular workstations and/or moving of any furniture, fixtures and equipment as necessary to facilitate the floor covering replacement and repainting set forth above.



14. **DUTIES OF TENANT**

- 14.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 14.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.
- 14.3 **Assignment/Sublease** Except for sublease to a state agency, board, council or other political subdivisions of the State, Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 14.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.
- 14.5 Except as otherwise provided in Section 13.23.e., Tenant shall cooperate with Landlord in moving Tenant's personal property to allow Landlord to perform its duties under this Lease.

15. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days' written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

16. **INSURANCE AND LIABILITY**

16.1 **Property Damage**

- a. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection 16.1.b below, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- b. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents

affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

16.2 Liability Subject to subsection 16.1.b. above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

17. **BUILDING ACCESS AND SERVICES**

17.1 Landlord shall provide Building services to the Leased Premises from 7:00 a.m. to 4:30 p.m. Monday through Friday, also defined as "Working Hours".

17.2 Landlord shall provide access to the Leased Premises seven (7) days a week, twenty four (24) hours a day for authorized employees of Tenant.

17.3 Building Keys/Key Cards At no additional cost to Tenant, Landlord shall initially provide to Tenant keys/key cards for access to the Building. Tenants will be required to sign for keys/key cards obtained. Fee for replacement key or key card will be fifteen and no/100 dollars (\$15.00) for each key or key card provided to Tenant.

18. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties hereto in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

19. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days' prior written notice, or may cure the default. In the event Tenant incurs costs towards curing the default or cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set off any amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.

20. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

21. **AFFIRMATIVE ACTION**

21.1 If the Lease amount exceeds \$100,000 and the Landlord employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Landlord must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A Landlord covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

21.2 Minn. Stat. § 363A.36 Minn. Stat. § 363A.36 requires the Landlord to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Commissioner of the Minnesota Department of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.

21.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Section

- a. Landlord shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Landlord agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. Landlord agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of Landlord's noncompliance with the requirements of this Section, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- d. Landlord agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Notices shall state Landlord's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. Landlord shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Landlord is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
22. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of e-cigarettes, chewing tobacco and vaping in the Leased Premises.
23. **HAZARDOUS SUBSTANCES**
- 23.1 **General**
- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).
  - b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage,

loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

23.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

23.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease. Landlord further agrees to immediately remediate, at Landlord's sole cost and expense, any asbestos found in the Building or the Leased Premises at any time during the Lease Term or extension(s) of this Lease.

23.4 Radon Landlord has undertaken certain environmental testing to determine the level of radon or the possibility of future radon exposure to the occupants of the Leased Premises or the Building of which the Leased Premises is a part, based upon presently accepted procedures for radon detection by a licensed radon measurement professional. Landlord, upon Tenant's request, shall provide Tenant with copies of any records or reports pertaining to radon concentrations within the Leased Premises or the Building of which the Leased Premises is a part, and a description of any radon mitigation system that may have been installed to reduce the radon concentration below the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level.

## 24. SIGNAGE

24.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or

other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.

24.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to Tenant's organization. The signage shall be provided and installed at Landlord's expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

25. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

26.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.

26.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

27. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

28. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. The parties further agree that the Lease may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an

executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

30. **NOTICES**

30.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 30.2 below.

- a. when personally delivered to the addressee, or
- b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- c. when delivered via electronic mail from Tenant to Landlord to: Thomas Barry (Tom.Barry@co.beltrami.mn.us) (provided such delivery or attempted delivery is confirmed), or
- d. one (1) business day after deposited with an overnight courier service.

30.2 Mailing Addresses:

Landlord:

Beltrami County  
701 Minnesota Avenue NW  
Suite 210  
Bemidji MN 56601

Attn: Thomas Barry  
County Administrator  
[Tom.Barry@co.beltrami.mn.us](mailto:Tom.Barry@co.beltrami.mn.us)

Tenant:

Department of Administration  
Real Estate and Construction Services  
50 Sherburne Ave, Room 309  
St Paul MN 55155  
Attn: Lease Supervisor

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**ATTACHMENTS:**

Exhibit A Leased Premises Floor Plan  
Exhibit B Parking Lot Aerial Map  
Exhibit C Janitorial Schedule

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

**LANDLORD:  
BELTRAMI COUNTY**

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER**

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_  
("Effective Date")

**APPROVED:  
STATE OF MINNESOTA  
MINNESOTA INDIAN AFFAIRS COUNCIL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(ADDITIONAL SIGNATURE ON NEXT PAGE)



**STATE ENCUMBRANCE VERIFICATION**

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

By \_\_\_\_\_

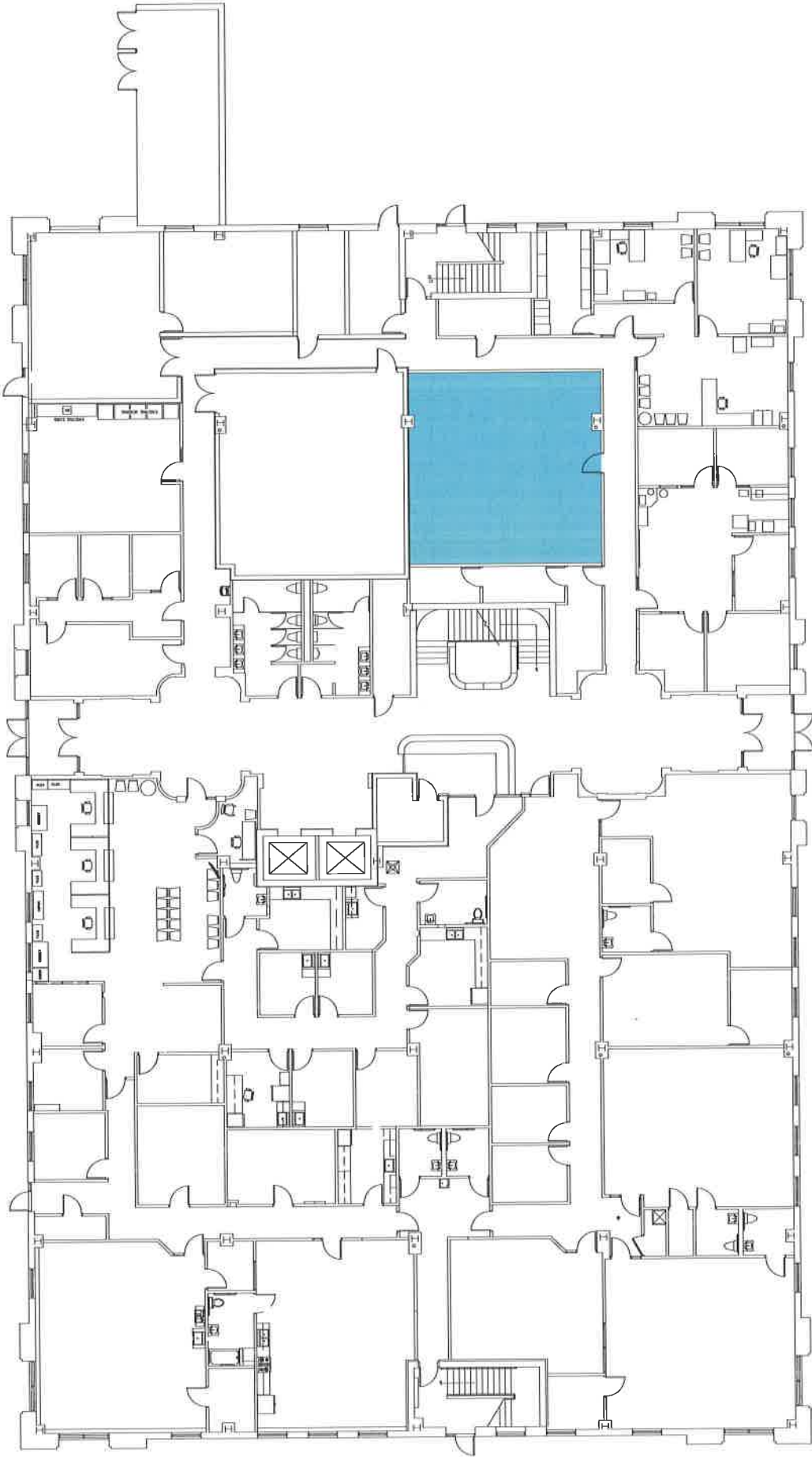
Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

Account Code \_\_\_\_\_

Fund No. \_\_\_\_\_



Community Services Center  
616 America Avenue NW, Bemidji, MN  
Suite 170  
Lease #12540  
Minnesota Indian Affairs Council  
932 USF Office  
Measured by Admin/RECS: SJ 3/25/2024



**Exhibit A**



**Exhibit B**

## **JANITORIAL SCHEDULE**

### **1. DAILY/AS NECESSARY SERVICE**

- a. Empty all wastepaper baskets throughout the building and dispose of garbage.
  - (i) Use plastic liners in all waste baskets.
  - (ii) Wash all waste baskets as necessary.
- b. Clean/sanitize all bathrooms with a germicidal disinfectant (including the locker rooms and showers if provided) as follows:
  - (i) Clean all sinks, urinals, stools, and mirrors.
  - (ii) Wipe down walls, partitions, fixtures, and chrome fittings.
  - (iii) Mop the floors.
- c. Re-stock all toilet tissue, hand towel, and soap dispensers.
- d. Vacuum all carpeted floors. Spot clean as necessary.
- e. Sweep and wet mop the main entrance and all vinyl floors.
- f. Clean and disinfect the drinking fountains.
- g. Sweep outside entry steps and sidewalk.
- h. Pick up all refuse from the sidewalks, curb, front parking area, lawn, and shrubbery around the building perimeter.
- i. Sweep/dust mop all stairways and stairwells.

### **2. WEEKLY SERVICE**

- a. Spray/buff all tile floors (or sooner when necessary).
- b. Vacuum along wall edges, corners, behind doors, and under desks and furniture.
- c. Dust all office furniture and dust all building ledges, moldings, and other exposed surfaces. It is not necessary for janitorial staff to move anything to accomplish dusting.

3. MONTHLY

- a. Dust window blinds.
- b. High and low surface dust.

4. SEMI-ANNUAL SERVICE

- a. Wash all exterior windows.
- b. Wash all interior windows.
- c. Dust and wash office windowsills/ledges.

5. ANNUALLY

- a. Vacuum all upholstered furniture.
- b. Clean carpeting (shampoo and extract).



**Meeting Date: Nov 12, 2024**  
**Beltrami County Commission**  
**Regular Agenda**

**AGENDA BILL**

**SUBJECT: Approval of Motorola VESTA 911 as-a-Service**

**RECOMMENDATIONS: Approval**

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**DEPARTMENT OF ORIGIN: Sheriff's Office**

**CONTACT PERSON: Chris Muller, EM Director/PIO 218-333-8386**

**DATE SUBMITTED: November 5, 2024**

**CLEARANCES: County Board**

**BUDGET IMPACT: Budgeted**

**EXHIBITS: Contract, Quote**

**SUMMARY STATEMENT:** The Beltrami County Sheriff's Office operates the Public Safety Answering Point (PSAP) that handles the emergency and administrative calls for public safety in Beltrami County. Maintaining operational and reliable equipment is of paramount importance for such a critical service. The current 911 Call Handling Equipment (CHE) is at end of life and starting to experience issues. The 911 Supervisor and the Emergency Management Director have evaluated options for refreshing or replacing the current CHE. After reviewing quotes and capabilities, it was consensus moving forward with Motorola VESTA as-a-Service was the best solution currently available. The service will be provided by Motorola and will ensure equipment is maintained and prepared for emerging technologies related to Next Generation 911. The five-year contract price is \$379,490.59 and will be paid with funding that is exclusive to supporting the PSAP.

The Sheriff's Office is requesting approval to enter a contract with Motorola for VESTA as-a-Service. The contract has been reviewed by the County Attorney with no concerns noted.

**VESTA® HOSTED SERVICE PORTFOLIO  
MOTOROLA SERVICES AGREEMENT**

This Motorola Services Agreement (hereinafter "MSA") is made as of \_\_\_\_\_, 2024 (hereinafter "Effective Date") between the Beltrami County Sheriff's Office, with its principal place of business located at 613 Minnesota Avenue NW, Bemidji, Minnesota 56601 (hereinafter "Customer") and Motorola Solutions Connectivity, Inc., a California corporation, with offices at 500 W Monroe Street, Ste 4400. Chicago, IL 60661-3781 (hereinafter "Motorola").

**Recitals**

**WHEREAS**, Motorola is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

**WHEREAS**, Customer desires to acquire certain services ("Services") from Motorola;

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

**Terms and Conditions**

- 1. Scope of MSA.** This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments ("SOA"), and applicable Motorola tariff(s) or price lists ("Tariff"), set forth the terms and conditions governing the purchase of Services by Customer.
- 2. Service Order Agreement (SOA).** In connection with a specific project ("Project") for the purchase of Services, a SOA shall be prepared by Motorola, with the cooperation of Customer. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.
- 3. Service Support Plan.** Motorola agrees to provide certain support services ("Support Services") as further described in **Exhibit A**, attached hereto and incorporated herein, in connection with Customer's purchase of Services ("Service Support Plan"). The Support Services may be subject to change at Motorola' sole discretion; provided, however, any changes to the Support Services will not result in a material reduction in the level of services provided to Customer.
- 4. Order of Precedence in the Event of Conflict.** Notwithstanding anything to the contrary in this MSA, in the event of any conflict or inconsistency among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) this MSA; (iii) the Service Support Plan, and (iv) the Motorola applicable Tariff at <http://www.vestapublicsafety.com/misc/tariffs.php>. Motorola may modify its Tariff(s) from time to time, and any modification shall be binding upon Customer as provided in the applicable Tariff. However, if Motorola makes any changes to the applicable Tariff (other than to Taxes or Regulatory Cost Recovery Fees) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Motorola with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving Customer's discontinuance notice, Motorola agrees to remove the material adverse effect on Customer. Customer may enroll to receive email notifications of Tariff changes by sending an email request to [Vesta.CustomerInquiry@motorolasolutions.com](mailto:Vesta.CustomerInquiry@motorolasolutions.com).
- 5. Rates and Charges; Taxes and Regulatory Cost Recovery Fees.** Customer agrees to pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable SOA. If Customer purchases any Services not provided for under existing SOAs after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this

MSA, Customer and Motorola shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA, Customer shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Motorola (if any); (b) Taxes or Regulatory Cost Recovery Fees (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Motorola shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 21** herein or by other reasonable means. Motorola may add or adjust rates, charges, and fees in order to recover Taxes or Regulatory Cost Recovery Fees, as defined below. Unless otherwise specified, prices in any SOA do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates.. Motorola will be solely responsible for reporting Taxes on its income and net worth.

**6. Payment.** Invoicing and payment shall be made in accordance with the applicable SOA. Motorola shall provide Customer with invoices detailing all amounts due under the applicable SOA. Customer shall pay interest on any amount not paid in an amount and within the time frame specified in the SOA.

**7. Term of MSA.** This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall automatically renew and continue in force for an additional five (5) years ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any Extended Term. Motorola may, at its option by notice provided to Customer at least ninety (90) days prior to the expiration of the Initial Term, change the monthly recurring rates charged to Customer pursuant to an applicable SOA and this Agreement for any upcoming Extended Term. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term. The parties agree that any recurring charges identified in the SOA may be adjusted no more than once annually, starting 12 months after the Services Commencement Date, if the prior year's US inflation rate is greater than 3.00%, as indicated by the US Bureau of Labor Statistics' annual US CPI-U numbers. At Motorola's discretion, it may increase the pricing by the difference in percentage between the prior year's annual US CPI-U number and 3.00%, applied to all recurring charges for the remaining Initial Term and any Renewal Term(s).

**8. Termination of MSA.**

**A. For Cause.** Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably



capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31<sup>st</sup> calendar day.

**B. Termination for Convenience.** Subject to the terms of **Section 8(E)** below, Customer may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with **Section 21** herein.

**C. Termination by Mutual Agreement.** This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon thirty (30) calendar days prior written notice, Customer notifies Motorola that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Motorola and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

**D. Effect of Termination or Expiration.** In the event of termination of this MSA or SOA, Motorola shall be entitled to payment for Services ordered by Customer prior to termination of this MSA and delivered and/or rendered, as applicable.

**E. Termination Charges.** If Customer terminates this MSA or a SOA for failure to obtain appropriation or budget funding pursuant to the terms of **Section 11** entitled "Appropriation: Funding," Customer shall have no further liability under this MSA except as otherwise provided in **Section 11**. If: (a) Customer chooses early termination of this MSA or a SOA, or (b) Motorola terminates this MSA for Cause (as provided in **Section 8(A)**), then Customer shall pay to Motorola, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA for the period remaining in the applicable Term. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

**9. Quotes and Orders.** This MSA shall not be construed as a purchase order for any Services. Whenever Customer desires a quote from Motorola regarding the purchase of Services, Customer shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If Customer desires to purchase the Services identified in a quote, Customer shall sign a SOA. Upon a fully executed SOA, Motorola shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

**10. Notice of Service Interruption or Disconnection.** Motorola shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Motorola may interrupt Service with notice as necessary to protect the security and proper operation of Motorola' or Customer's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. Customer shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

**11. Appropriations; Funding.** Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii)

despite Customer's best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Motorola to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer must provide Motorola with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates this MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for any costs incurred and services rendered and/or accepted or delivered up to and including the date of termination.

**12. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN MOTOROLA'S PRIVACY POLICY (AS PROVIDED IN [HTTPS://WWW.MOTOROLASOLUTIONS.COM/EN-US/ABOUT/PRIVACY-POLICY.HTML#PRIVACYSTATEMENT](https://www.motorolasolutions.com/en-us/about/privacy-policy.html#privacystatement) AND INCORPORATED HEREIN, MOTOROLA HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY MOTOROLA'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

**13. Limitation of Liability.** IN NO EVENT SHALL MOTOROLA'S, ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR ALL SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES FOR THE PERIOD IMMEDIATELY PRECEDING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, MOTOROLA'S LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT MOTOROLA'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL MOTOROLA BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND MOTOROLA'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS, OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. MOTOROLA IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO MOTOROLA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

**14. General Indemnity.** Motorola shall indemnify Customer from any claim against Customer for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or grossly negligent act or omission of Motorola, its employees, agents or sub-contractors; provided that Customer provides Motorola with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

**15. Motorola-Provided and Owned Equipment.** Any equipment provided and owned by Motorola and installed on Customer's premises (such as the Channel Service Unit/Data Service Unit, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Motorola. The equipment shall remain in good condition, less normal wear and tear. Motorola shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees, agents, or contractors, in which case Customer shall reimburse Motorola for the cost of any necessary repairs or replacement of the equipment as determined by Motorola in its sole discretion. Customer shall provide Motorola reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Motorola does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Motorola requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Motorola for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Motorola and ensuring such equipment is compatible with Motorola's network.

**16. Confidentiality and Nondisclosure.**

**A. Confidential Information.** By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to Customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to its directors, officers, Affiliates, employees, consultants, contractors, and advisors with a demonstrable need to know such Confidential Information ("Permitted Personnel"). "Affiliates" shall mean another entity that directly or indirectly controls, is controlled by, or is under common control with the party in question. The parties shall be responsible for any breach of this MSA by any of their Permitted Personnel and each party agrees, at its sole expense, to take all reasonable measures to restrain its Permitted Personnel from prohibited or unauthorized disclosure or use of the Confidential Information.

**B. Nondisclosure.** A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this MSA; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on

disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this MSA and for a period of three (3) years after termination of this MSA, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this MSA or in the exercise of rights conferred by this MSA. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this MSA. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Motorola product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

**17. Customer Consent to Use of Customer Proprietary Network Information ("CPNI").** Motorola acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Motorola and made available to Motorola solely by virtue of Customer's relationship with Motorola. With Customer consent, Motorola may share Customer CPNI and other Confidential Information among its Affiliates, agents, and contractors so that all may use this information to offer Customer the full range of products and services offered by Motorola and its Affiliates. By signing this MSA, Customer consents to Motorola using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Motorola in writing at [Vesta.CustomerInquiry@motorolasolutions.com](mailto:Vesta.CustomerInquiry@motorolasolutions.com) of Customer's decision to withhold Customer's consent to use CPNI. Customer's consent or refusal to consent shall remain valid until Customer otherwise advises Motorola. Customer's refusal to consent shall not affect Motorola's provision of Services to Customer.

**17.1** Motorola shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Motorola may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

**17.2** Motorola may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Motorola that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives; to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives; to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives; or via Motorola's on-line customer portal or other on-line communication mechanism.

**17.3** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Motorola, who have existing relationships on behalf of Customer with Motorola customer service, account, or other Motorola representatives and all other persons authorized in written notice(s) (including email) from Customer to Motorola. Authorized Customer Representatives shall remain such until Customer notifies Motorola in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and shall cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Motorola in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

**17.4** Customer's notices of authorization or deauthorization must be sent to Motorola, and must contain the following information: (i) the name, title, postal address, email address, and

telephone number of the person authorized or deauthorized; (ii) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

**18. Compliance with Applicable Laws.**

**18.1** Motorola shall comply with all applicable federal, state and local laws and regulations in providing the Services.

**18.2** Motorola agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

**18.3** Motorola is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Motorola Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Motorola by Customer, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Motorola by Customer, all rules, regulations, and procedures to which an employee of Customer would be subject while performing similar activities on Customer's premises to the extent that the Authorized Motorola Representatives are performing work on Customer's premises.

**19. Cooperative Purchasing.** A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Motorola have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

**20. Force Majeure.** Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

**21. Notices.** All notices given under this MSA shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

**For Customer:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

**For Motorola:**

Name: Motorola Solutions Connectivity, Inc.

Address: 500 W Monroe St, Ste 4400  
Chicago, IL 60661

Attn: Legal Department

**22. Amendment or Waiver.** No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this **Section 22**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

**23. Severability.** If any part, term or provision of this MSA or SOA is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

**24. Governing Law, Attorneys' Fees.** The validity, performance, and all matters relating to this MSA or SOA and any amendment associated therewith shall be governed by the laws of the State in which the applicable services are provided, without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of such State. If any legal action or other proceeding is brought to enforce the provisions of this MSA, Each Party will bear its own costs of such legal actions, including but not limited to attorneys' fees, applicable court costs, fees for other dispute resolution and internal costs.

**25. Assignment and Subcontracting.** Except as hereinafter provided, neither this MSA nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets. Notwithstanding the foregoing, Motorola shall have the right to subcontract all or a portion of any Services provided hereunder.

**26. Authority.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

**27. Survival of Provisions.** The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

**28. Entire Agreement.** This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and Motorola.

**29. Captions.** Article and section headings used herein are for convenience only and are not a part of this MSA and shall not be used in construing it.

**30. Counterparts.** This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above. Delivery of an executed signature page of this MSA by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date provided above.

**CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MOTOROLA SOLUTIONS CONNECTIVITY, INC.**

By: Chris Baur

Name: Chris Baur

Title: Area Sales Manager

**MASTER SERVICE AGREEMENT  
EXHIBIT A**

FORM OF SERVICE SUPPORT PLAN



**BELTRAMI COUNTY, MN**

# **SUPPORT PLAN CALL HANDLING AS A SERVICE**

**AUGUST 2024**

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Section 1

# Contacts

QUICK CONTACTS	
Phone	<b>1-800-881-4245</b>
Email	<a href="mailto:VestaNSOC@motorolasolutions.com">VestaNSOC@motorolasolutions.com</a>
Customer Hub Website	<a href="https://customerhub.motorolasolutions.com/">https://customerhub.motorolasolutions.com/</a>
Customer Hub Support Email	<a href="mailto:portal.support@motorolasolutions.com">portal.support@motorolasolutions.com</a>
Provide the following information:	<ol style="list-style-type: none"> <li>1. Site Name</li> <li>2. Your Name</li> <li>3. Your Callback Number</li> <li>4. A Brief Description of the Problem</li> <li>5. Priority (Critical, High, Medium, Low)</li> </ol>
Operations Manager	
Name	
Phone	
Email	
Operations Manager Backup	
Name	
Phone	
Email	

KOur goal is to ensure you receive the best possible support from Motorola Solutions. If you feel that your support or maintenance needs are not being met, as a direct Motorola Solutions customer, we provide an escalation process for your request to the next Motorola Solutions department or manager.

Your initial call should always be to the first department or person on the list above. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

ESCALATION CONTACTS		
<p><b>NSOC</b></p> <p><b>MICHAELA JOHNSON</b>  <i>Network &amp; Security Operations Manager</i>            Mobile: 303.246.7119.  <a href="mailto:Michaela.Johnson@motorolasolutions.com">Michaela.Johnson@motorolasolutions.com</a></p>	<p><b>HEIDI PICKETT</b>  <i>Sr Manager, Technical Support Operations</i>            Office: 925.596-3379  <a href="mailto:Heidi.Pickett1@motorolasolutions.com">Heidi.Pickett1@motorolasolutions.com</a></p>	<p><b>JEREMY SMITH</b>  <i>Sr Director Global SE Operations</i>            Mobile: 951.216.8827  <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a></p>
<p><b>TECHNICAL SUPPORT</b></p> <p><b>GUILLERMO BLACK</b>  <i>Sr Manager, Technical Support</i>            Mobile: 863.944.9981  <a href="mailto:Guillermo.Black@motorolasolutions.com">Guillermo.Black@motorolasolutions.com</a></p>	<p><b>HEIDI PICKETT</b>  <i>Sr Manager, Technical Support Operations</i>            Office: 925.596-3379  <a href="mailto:Heidi.Pickett1@motorolasolutions.com">Heidi.Pickett1@motorolasolutions.com</a></p>	<p><b>JEREMY SMITH</b>  <i>Sr Director Global SE Operations</i>            Mobile: 951.216.8827  <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a></p>
<p><b>OPERATIONS MANAGEMENT</b></p> <p><b>GINA WILSON</b>  <i>Manager, Operations Managers</i>            Mobile: 951.395.3466  <a href="mailto:Gina.Wilson@motorolasolutions.com">Gina.Wilson@motorolasolutions.com</a></p>	<p><b>CATHY KURNAS</b>  <i>Sr Manager, Service Delivery</i>            Office: 951.719.2346  <a href="mailto:Cathy.Kurnas@motorolasolutions.com">Cathy.Kurnas@motorolasolutions.com</a></p>	<p><b>JEREMY SMITH</b>  <i>Sr Director Global SE Operations</i>            Mobile: 951.216.8827  <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a></p>
<p><b>ON-SITE SUPPORT TECHNICIANS</b></p> <p><b>JOSH NIELSON</b>  <i>Manager, System Technologist</i>            Mobile: 801.922.0070  <a href="mailto:Josh.Nielson@motorolasolutions.com">Josh.Nielson@motorolasolutions.com</a></p> <p>-OR-</p> <p><b>TIM BUDNER</b>  <i>Sr Supervisor Software Systems Technologist</i>            Office: 213.978.6608 / Mobile: 951.551.4691  <a href="mailto:Tim.Budner@motorolasolutions.com">Tim.Budner@motorolasolutions.com</a></p>	<p><b>CATHY KURNAS</b>  <i>Sr Manager, Service Delivery</i>            Office: 951.719.2346  <a href="mailto:Cathy.Kurnas@motorolasolutions.com">Cathy.Kurnas@motorolasolutions.com</a></p>	<p><b>JEREMY SMITH</b>  <i>Sr Director Global SE Operations</i>            Mobile: 951.216.8827  <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a></p>

## Section 2

# Support Plan Summary

## 2.1 Introduction – Serving Our Customers’ Needs

This Customer Support Plan (CSP) is tailored to the specific needs of Motorola Solutions, Inc. (Motorola) VESTA 9-1-1 customers. Our Service Delivery Team focuses on the health, system performance, and reliability of the services provided.

A Motorola Operations Manager will be the Customer's key point of contact for defining and administering services. The Operations Manager's initial responsibility is to update the Customer Support Plan Draft, in collaboration with the Customer, to the finalized CSP that reflects the Customer Contract.

The CSP functions as an operating document that adapts the services described in this document to the Customer's specific solution. Motorola and the Customer will use the CSP to define Customer-specific processes, procedures, solution information, and other relevant support details required to perform the Services set forth in your contract. The final CSP and portions of the Agreement will define the division of responsibilities between the Customer and Motorola.

The Operations Manager and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current.

## 2.2 Service Management Overview

Service Management and open communication is the key to effective service delivery and relationship building. The Motorola Services program offers end-to-end Service Management and includes:

- Operations Manager
- Customer Hub
- Network & Security Operations Center
- Technical Support
- Support Technicians for On-site Support

The Network & Security Operations Center (NSOC) works closely with the Technical Support Team to ensure Motorola maintains a holistic view of your service delivery environment.

This Support Plan covers the following locations:

Site ID	PSAP Name	Address	Phone (24 x 7)	No. of Positions
123456	Site Name	123 Any Street City, State, Zip	951.555.1234	10



## Section 3

# Service Delivery and Support

## 3.1 Operations Manager

A VESTA 9-1-1 Operations Manager is assigned to provide the customer with a single point of contact and to manage the contracted maintenance and support services. The Operations Manager works with the on-site support personnel and is backed by Motorola's service and support organization. The Motorola support organization includes the Network Security Operations Center (NSOC), Technical Support, and product management teams (as required). All work in concert with on-site support personnel to deliver services and maintain Service Level Agreements.

The Operations Manager's responsibilities include the following tasks:

- Create and maintain the Support Plan.
- Establish and refine policies and procedures to consistently maximize service performance.
- Proactively manage the life cycle of the service and supply information regarding upgrades and updates.
- Engage the appropriate resources, teams, and individuals to troubleshoot and resolve complex service issues.
- Serve as the escalation point of contact when standard troubleshooting efforts are unsuccessful.
- Serve as the liaison to Motorola's support organization for escalated incidents.
- Provide timely and frequent informational updates about progress toward resolving incidents.
- Monitor Motorola's contractual support and provide reviews and analyses of the support performance.
- Manage the Change Management process during the Service operation.

## 3.2 Motorola Network Security Operations Center

The Network Security Operations Center (NSOC) monitors and provides 24x7x365 on-going support of the Motorola VESTA 9-1-1 solution and works closely with the Technical Support Team. The NSOC provides:

- Central point of contact to report incidents and submit requests.
- Continuous monitoring of the performance and availability of the solution.
- Creation of alerts based on thresholds and parameters
- Automatic notification emails sent to designated contacts for certain classifications of incidents.

### 3.2.1 Reporting Incidents

As the central point of contact to report incidents and submit requests, our NSOC provides 24x7x365 availability to assist with your service needs.

The NSOC is contacted via:

- Telephone 1-800-881-4245.
- Email: [VestaNSOC@motorolasolutions.com](mailto:VestaNSOC@motorolasolutions.com) – service requests inquiries only, emails are not monitored for an instantaneous response.
- Customer Hub: <https://customerhub.motorolasolutions.com/> – low-priority inquiries or requests only; the Customer Hub is not monitored for an instantaneous response.

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**NOTE:** *Critical and High priority incidents **must** be reported via Telephone.*

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The NSOC is staffed with technicians trained in the Vesta portfolio of services. Support staff personnel will access the solution remotely to fully understand the incident being reported.

- At a minimum, when reporting an incident, the NSOC will require:
  - Customer name (Site).
  - Caller's name.
  - Caller's contact number (supply alternate call back number).
  - Description of the problem or request.
  - Operational impact of the problem (Priority).
  - When the problem first occurred.
- Upon notification of the incident, the NSOC will supply a case number for reference.

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**NOTE:** *For Critical and High severities, the NSOC will continue working with you to begin troubleshooting the reported incident immediately.*

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- The NSOC will:
  - Open a case and categorize the issue or request.
  - Resolve incidents based on priority.
  - Perform remote analysis to assist in identifying a corrective action plan.
  - Escalate the incident/request to technical or service experts when required.
  - Dispatch Support Engineers where remote corrective actions are not possible.
  - Engage next level management to ensure timely problem resolution.
  - Provide regular status updates for escalated incidents.

## 3.2.2 Priority Level and Response Definitions

**Response Time** – Is defined as the amount of time expired between the time in which the issue is either (a) detected by the NSOC or (b) reported to the NSOC by the Customer to the time that a qualified technician is actively troubleshooting the issue.

**On-site Response Time Coverage** – Seven (7) days per week, 24 hours per day, 365 days of the year with a four (4) hour (maximum) response time to have a technician on-site for Critical or High Priority issue related hardware, software, network repair/maintenance issues or events. This includes all Holidays.

**Reporting Trouble** – The NSOC number is provided to all PSAPs to report Vesta 9-1-1 issues. If the issue that was called in cannot be resolved through our remote diagnostics by the NSOC, then a technician will be on-site within the above stated response times. The NSOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.

**Incident Time** – The period of time during which the service or any service component suffers an Incident. Incident Time will commence when the issue is either (a) detected by the NSOC or (b) reported to the NSOC by the Customer. Incident Time will end upon completion of the repair or restoration of the service or service component. Incident Time will not include downtime attributable to (a) Force Majeure Conditions; or (b) scheduled preventive maintenance of which the Customer was notified and to which it consented in advance.

For each reported or alert generated Critical or High incident, the NSOC will apply a Priority Level classification with an assigned target response time where applicable. This classification provides the means to manage the appropriate response and engagement process.

Priority	Example	Response	Notification	Onsite Response (if Contracted)
<p><b>Priority 1 - Critical</b></p> <p>Full loss of critical functionality</p>	<ul style="list-style-type: none"> <li>The inability to receive or process 9-1-1 calls or loss of ALI</li> <li>Reduction of 50% or more of system functionality regardless of the nature of the outage</li> <li>Host Down – The back room equipment of a multi-tenanted system is impacting the ability to process 9-1-1 calls at all sites</li> <li>PSAP / Site Down – A single site / PSAP tenant who is unable to receive or process 9-1-1 calls. Calls cannot be presented, answered, or effectively transferred outside the affected site</li> </ul>	<p>Within 15 minutes notification will be provided</p>	<p>Hourly</p>	<p>&lt; 4 hours</p>
<p><b>Priority 2 - High</b></p> <p>Loss of critical functionality or multiple components.</p> <p>Examples of multiple components are:</p> <ul style="list-style-type: none"> <li>No LTR audio logging</li> <li>Loss of critical redundancy</li> <li>Loss of multiple positions</li> </ul>	<ul style="list-style-type: none"> <li>Reduction of 10% or more of outgoing or incoming traffic in the system or the non-functioning of 9-1-1 call handling software features, recorders, interfaces, or other functions rendering the system less than 90% functional</li> <li>Host Degraded – The back room equipment of a multi-tenanted system is impaired so that it is not providing full redundancy</li> <li>PSAP / Site Degraded – A single site / PSAP tenant have an incident that impairs a feature of the system, but the site / PSAP is able to receive and process 9-1-1 calls</li> </ul>	<p>Within 30 minutes, email notification will be provided to designated agency</p>	<p>Every 2 hours</p>	<p>&lt; 4 hours</p>



Priority	Example	Response	Notification	Onsite Response (if Contracted)
<p><b>Priority 3 - Medium/Low</b></p> <p>Does not have serious impact</p> <p>8-5 – Next business day (Excluding holidays)</p> <p>NOTE: All Critical and High severities will be prioritized over any Medium/Low severity.</p>	<ul style="list-style-type: none"> <li>Loss of non-critical system component</li> <li>The failure of a device/component that only impacts a single component or position</li> <li>Does not cause an impact to the delivery of 9-1-1 calls as defined under Critical and High Severities</li> <li>Legacy PSAP Gateway port loss</li> </ul>	<p>Within 4 hours notification will be provided</p>	<p>Updates via the Customer Hub</p>	<p>&lt; 24 hours</p>

### 3.3 Customer Hub

The Customer Hub is the user interface into our support structure. The Customer Hub provides direct access to our Incident Management system where you will have access to the same information as our engineers and managers. You may request access to the Customer Hub by emailing [portal.support@motorolasolutions.com](mailto:portal.support@motorolasolutions.com). Include your first and last name, agency name, state, business email and business phone. The Customer Hub provides the ability to:

- Create low priority inquiries or requests, provide updates or to obtain status updates for an existing case.
- Obtain status on Service Requests.
- View real-time status of scheduled events (e.g., change requests, service requests, and security patches).

### 3.4 Motorola Solutions On-site Services

For incidents that cannot be resolved remotely, Motorola Solutions will have local support engineers report on-site who will apply corrective measures to address any incidents.

To the fullest extent possible, in the event of force majeure or other malicious acts, the Motorola Solutions on-site support engineers will perform the necessary actions to bring the system to full functionality. This includes access to management, tier 3 and 4 technicians, as well as R&D resources when the need arises.

### 3.5 Service Maintenance

As a leading public safety provider, Motorola understands the importance of how and when maintenance is performed, and of providing proper coordination and notifications. Scheduled maintenance will be handled within our change management process. A change request will be entered in the IT Service Management (ITSM) Tool, ServiceNow, identifying key elements of the change request.

The Operations Manager is responsible for notifying the PSAP of all planned work that may affect 9-1-1 functionality within a mutually agreed upon period measured in days prior to the event unless an emergency change must be implemented.

## Section 4

# FCC and State Reporting

If applicable and depending on system configuration, Motorola has implemented policies and procedures in conformance with FCC and state notification and outage reporting rules. To further facilitate company-wide compliance efforts, Motorola trains its employees regarding FCC and state outage notification requirements, as defined in FCC 47 C.F.R. Part 4 and state rules, if any.

In the event of an outage, the designated personnel listed below will be notified by phone call, email, or SMS text message. Consistent with FCC Outage Notification requirements, as soon as possible, but no later than thirty (30) minutes after discovering an outage, network malfunction or higher-level issue that is potentially affecting, i.e., meets the FCC's threshold criteria for notice and report, Motorola will notify the designated personnel for such outages and will convey all available information that may be useful in mitigating the effects of the outage, as well as a name, telephone number, and email address at which Motorola can be reached for follow-up.

## 4.1 Customer Notification

Motorola will communicate additional material information as it becomes available, but no later than two (2) hours after our initial contact. The additional information will include the nature of the outage, its best-known cause, the geographic scope of the outage, the estimated time for repairs, and any other information that may be useful to the management of the outage.

Customer personnel listed within the Contacts and Notifications chart agree to contact remote sites when there is a service-impacting event. Communication will continue on a regular basis until the event has been resolved.

## CONTACTS AND NOTIFICATIONS

SITE NAME	ADDRESS	COUNTY	PHONE NUMBER (24 X 7)
MOTOROLA	NAME	EMAIL	PHONE NUMBER
Critical - System Down notification and ERT			
CUSTOMER	NAME/TITLE	EMAIL	PHONE NUMBER
Critical System Down	(Name) (Title)		
Administrative Contact	(Name) (Title)		
911 Authority (Local Govt, Council, Board)	NAME/TITLE	EMAIL	PHONE NUMBER
Authority Contact	(Name) (Title)		
<b>Information Validated:</b>	(Date)		

## Section 5

# Requesting a Service Change

A service change request is coordinated through the NSOC.

The Operations Manager fulfills the role of Change Manager. Information about changes in requirements, application patches, software updates, new service requests, or any other source of change, is tracked in our change management system.

Motorola's service and engineering staff will assess and identify the potential impact, risk, timeline, and any costs (if applicable) associated with functional change, hardware or component additions, integration to additional systems/networks, etc.

The change management process ensures that all service change requests to the VESTA 9-1-1 are properly documented, reviewed, and all stakeholders are notified prior to implementation.

# Conditions and Exclusions

## 6.1 Conditions

Motorola ensures the optimal performance of your VESTA 9-1-1 solution. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- On-site intervention requires Customer to provide site access.
- Remote monitoring, troubleshooting and restoration requires that the Customer provide direct unencumbered remote access 24x7x365 to all applicable locations and equipment.

## 6.2 Exclusions

Motorola's service and support obligations hereunder will not apply to any Motorola supported software or hardware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper/insufficient grounding, failure of electric power, failure of Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by Customer or others, unless otherwise approved in writing by Motorola.
- Connection of another machine, device, application, or interface to Motorola supported equipment (hardware and/or software) by Customer or others, which has caused damage to Motorola supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola's supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola for use in Customer's environment.
- The operation of the software in a manner other than that currently specified in the applicable product documentation.
- The failure of the Customer to provide suitably qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Motorola's written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, the performance of preventive maintenance or system administration, or adding additional devices or software applications.

# Motorola Solutions Connectivity Service Order Agreement No. 1

## 1. TERM OF SERVICE ORDER AGREEMENT

This Motorola Solutions Connectivity Service Order Agreement ("SOA") shall commence on \_\_\_\_\_, 2024 (the "SOA Effective Date") and terminate 5 years after the Services Commencement Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Motorola Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA").

## 2. DEFINITIONS

Capitalized terms used, but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"Applicable Tariffs" consist of the standard Vesta Solutions service descriptions, pricing and other provisions filed by Vesta Solutions or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Vesta Solutions from time to time. In the event an Applicable Tariff is withdrawn by Vesta Solutions or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"Individual Case Basis" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Vesta Solutions may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

## 3. SERVICES

Vesta Solutions will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

### 3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

#### A. VESTA® ROUTER SERVICE - TRANSITIONAL (INDICATE SELECTION BY CHECKING BOX)

- 9-1-1 Tabular Routing + 9-1-1 ANI
- 9-1-1 ALI Database (DB) Services + DB Management
- 9-1-1 Network Elements

#### B. VESTA® ROUTER SERVICE – GEOSPATIAL (INDICATE SELECTION BY CHECKING BOX)

- i3 Geospatial Routing
- ECRF/LVF Service
- i3 Logging Service
- 9-1-1 Network Elements
- Location Database (LDB)

#### C. VESTA® 9-1-1 AS A SERVICE – REGULATED SERVICES (ONLY APPLIES IF MPLS CIRCUITS ARE BEING PURCHASED)

- MPLS Circuits

### 3.2 OPTIONAL SERVICES

Optional Services are services that are not regulated by a state regulatory commission, and are not included in the Applicable Tariffs ("Optional Services"). Optional Services may be ordered by selecting below and are further described in the Proposal.

- Text-to-9-1-1 Delivery Service
- VESTA® 9-1-1 as a Service

### 3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on a date to be mutually agreed upon between Vesta Solutions and Customer by execution of a written amendment hereto ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on a date to be mutually agreed upon between Vesta Solutions and Customer by execution of a written amendment hereto ("Optional Services Commencement Date"). Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, the monthly recurring charges and term shown herein shall be as follows:

(a) for Regulated Services, the monthly recurring charges will convert to the Applicable Tariff rate and term therein; (b) for Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

## 4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are priced pursuant to the Applicable Tariff rates and/or pursuant to an

# Motorola Solutions Connectivity Service Order Agreement No. 1

Individual Case Basis arrangement. Optional Services are priced pursuant to the Proposal.

## 4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Vesta Solutions shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

## 4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<https://www.census.gov/programs-surveys/popest/data/tables.2019.html>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

## 5. INVOICING AND PAYMENT

Except as otherwise provided in the Proposal, invoicing and payments shall be made as set forth below. For Regulated Services, if no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Vesta Solutions shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Vesta Solutions shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month. Payment is due thirty (30) days net from the date of invoice.

Customer may prepay any non-recurring and monthly recurring charges. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Vesta Solutions.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill beginning from the date first due until paid in full.

## 6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Vesta Solutions reserves the right to increase charges as a result of: (i) expenses incurred by Vesta Solutions reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Vesta Solutions or the amount Vesta Solutions is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

## 7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

## 8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Vesta Solutions acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

## **CUSTOMER**

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **MOTOROLA SOLUTIONS CONNECTIVITY, INC.**

Signed: Chris Baur

Print Name: Chris Baur

Title: Area Sales Manager

Date: 7/30/24

# Motorola Solutions Connectivity Service Order Agreement No. 1

## ATTACHMENT 1 PRICING SCHEDULE

### SUMMARY VESTA® ROUTER AND TEXT-TO-9-1-1 DELIVERY SERVICE

County	2016 U.S. Census Population Estimate	Non-Recurring Charge (NRC) per Person	NRC/Advance Payments Total	Monthly Recurring Charge (MRC) per Person	MRC Total
N/A	N/A	N/A	N/A	N/A	N/A

#### NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS	Total Amount
<b>MILESTONES (Options)</b>	N/A
1. Contract Execution – 100%	N/A
2. Contract Execution – 50% Installation Completion – 50%	N/A
3. Other (Agreed to by the Parties)	N/A
<b>SUBTOTAL (NRC/ADVANCE PAYMENTS)</b>	

#### MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
<b>9-1-1 Emergency Services</b>				N/A
<i>Transitional</i>				N/A
9-1-1 Tabular Routing + 9-1-1 ANI				N/A
9-1-1 ALI Database (DB) Services + DB Management				N/A
9-1-1 Network Elements				N/A
9-1-1 Tabular Routing + 9-1-1 ANI 9-1-1 ALI Database (DB) Services + DB Management 9-1-1 Network Elements				N/A
<i>Geospatial</i>				
i3 Geospatial Routing				N/A
ECRF/LVF Service				N/A
i3 Logging Service				N/A
9-1-1 Network Elements				N/A
Location Database (LDB)				N/A
<b>OPTIONAL SERVICES</b>				
VESTA® Text-to-9-1-1 Delivery Service				N/A
VESTA® 9-1-1 as a Service				(see next page)
<b>SUBTOTAL (MRC)</b>				

#### TOTALS – NRC/ADVANCE PAYMENTS AND MRC

<b>SUBTOTAL – NRC/ADVANCE PAYMENTS</b>	N/A
<b>SUBTOTAL – MRC</b>	N/A
<b>TOTAL AMOUNT</b>	N/A



# Motorola Solutions Connectivity Service Order Agreement No. 1

## OPTIONAL SERVICES VESTA® 9-1-1 AS A SERVICE SCHEDULE OF PAYMENTS

### NON-RECURRING CHARGES (NRC)

NON-RECURRING CHARGES	Per PSAP/Per Position	Number of PSAPs/Positions	Total Amount
1. <b>VESTA 9-1-1 Backroom</b> (Per PSAP) - Contract Execution – 100%	<b>\$13,000</b>	<b>1</b>	<b>\$13,000</b>
2. <b>VESTA Local Survivability</b> (Per PSAP) - Shipment of Equipment to PSAP – 100%			
3. <b>VESTA 9-1-1 PSAP</b> (Per Position) - Shipment of Equipment to PSAP – 100%	<b>\$3,250</b>	<b>3</b>	<b>\$9,750</b>
4. <b>VESTA CommandPOST</b> (Per Position) - Shipment of Equipment to PSAP – 100%	<b>\$2,600</b>	<b>3</b>	<b>\$7,800</b>
<b>SUBTOTAL (NRC/ADVANCE PAYMENTS)</b>			<b>\$30,550</b>

### MONTHLY RECURRING CHARGES (MRC)

OPTIONAL SERVICES (VESTA 9-1-1 as a Service)	Monthly Rate Per Position	Number of Positions	Monthly Rate Total	Number of Months	Total Amount (Initial Term)
<b>REQUIRED ITEMS</b>					
VESTA 9-1-1 CPE	\$920	3	\$2,760	60	\$165,600
<b>OPTIONAL ITEMS</b>					
VESTA Local Survivability (per PSAP)					
VESTA Analytics	\$60	6	\$360	60	\$21,600
VESTA Map Local - Basic					
VESTA Map Local - Premium					
VESTA Activity View					
VESTA SIP					
VESTA CommandPOST – STANDARD	\$920	2	\$1,840	60	\$110,400
VESTA CommandPOST – Dark/Backup Pos.	\$380	1	\$380	60	\$22,800
<b>SUBTOTAL</b>					<b>\$320,400</b>

A LA CARTE ITEMS	One Time Rate	Number of Positions	NRC Rate Total	Total Amount
VESTA 9-1-1 Admin. Standard Training	\$5,970.15	1	\$5,970.15	N/A
VESTA 9-1-1 Admin. Complex Training				N/A
VESTA 9-1-1 Agent Training	\$1,791.04	2	\$3,582.08	N/A
VESTA 9-1-1 Agent TTT				N/A
VESTA Analytics Admin. Training	\$2,985.07	1	\$2,985.07	N/A
VESTA Activity View Training				N/A
VESTA 9-1-1 SMS Admin. Delta training	\$738.81	1	\$738.81	N/A
VESTA 9-1-1 SMS Agent Delta Training	\$440.30	2	\$880.60	N/A
VESTA 9-1-1 SMS TTT Delta Training				N/A
VESTA 9-1-1 SIP Phone Training				N/A
VESTA Map Training				N/A
Cutover Coaching	\$5,223.88	1	\$5,223.88	N/A
Text Transfer Enablement Per PSAP Fee				N/A
Text Transfer Enablement Per Position Fee				N/A
VESTA CommandPOST Accessories Bundle	\$4,570.00	2	\$9,140.00	N/A
<b>SUBTOTAL (A La Carte)</b>				<b>\$28,520.59</b>

TOTALS – NRC, MRC and A La Carte Items	
<b>SUBTOTAL – NRC</b>	<b>\$30,550</b>
<b>SUBTOTAL – MRC</b>	<b>\$320,400</b>
<b>SUBTOTAL – A La Carte Items</b>	<b>\$19,380.59</b>
<b>TOTAL AMOUNT</b>	<b>\$379,470.59</b>

**Motorola Solutions Connectivity Service Order Agreement No. 1**

**ATTACHMENT 2**  
**Billing and Shipping Address Confirmation**

**Billing Address:**

Beltrami County Sheriff's Office, 613 Minnesota Avenue NW, Bemidji, Minnesota 56601

**Shipping Address:**

Beltrami County Sheriff's Office, 613 Minnesota Avenue NW, Bemidji, Minnesota 56601

PN	Unit	Price	Subtotal
809800-16924	1	\$ 13,000.00	\$ 13,000.00
VESTA 9-1-1 PSAP Fee			
Local Survivability Fee	0	\$ 13,000.00	\$ -
VESTA 9-1-1 Per Position Fee	3	\$ 3,250.00	\$ 9,750.00
VESTA 9-1-1 Dark Position Setup Fee	0	\$ 2,180.00	\$ -
VESTA Command POST	3	\$ 2,600.00	\$ 7,800.00
VESTA CommandPOST Accessories Bundle	2	\$ 4,570.00	\$ 9,140.00
VESTA SAAS-MN-TS MINTR UPLIFT Per Position Fee	0	\$ 330.00	\$ -
V9-1-1 ADMIN FOR STD	1	\$ 5,970.15	\$ 5,970.15
V9-1-1 ADMIN FOR COMPLEX	0	\$ 7,761.19	\$ -
V9-1-1 AGENT TRNG	2	\$ 1,791.04	\$ 3,582.08
V9-1-1 AGENT TTT TRNG	0	\$ 4,477.61	\$ -
V-ANLYT ADMIN TRNG	1	\$ 2,985.07	\$ 2,985.07
E-LEARN V9-1-1 ACT-VIEW TRNG	0	\$ 738.81	\$ -
E-LEARN V9-1-1 SMS ADMIN DELTA TRNG	1	\$ 738.81	\$ 738.81
E-LEARN V9-1-1 SMS AGENT DELTA TRNG	2	\$ 440.30	\$ 880.60
V9-1-1 SMS TTT DELTA TR	0	\$ 1,791.00	\$ -
E-LEARN V9-1-1 SIP TRNG	0	\$ 440.30	\$ -
E-LEARN VESTA MAP LOCAL AGENT TRNG	0	\$ 440.30	\$ -
E-LEARN VESTA MAP LOCAL AGENT TRNG	1	\$ 5,223.88	\$ 5,223.88
CUTOVER COACHING	0	\$ 135.00	\$ -
Text Transfer Enablement Per PSAP Fee	0	\$ 67.50	\$ -
Text Transfer Enablement Per Position Fee	0	\$ 67.50	\$ -
<b>Total INRC</b>			<b>\$ 59,070.59</b>

PN	Unit	Price	Subtotal
809800-16927	0	\$ 13,000.00	\$ -
Local Survivability Fee			
VESTA 9-1-1 Per Position Fee	3	\$ 3,250.00	\$ 9,750.00
VESTA 9-1-1 Dark Position Fee	0	\$ 2,180.00	\$ -
VESTA Command POST Fee	3	\$ 2,600.00	\$ 7,800.00
VESTA CommandPOST Accessories Bundle	2	\$ 4,570.00	\$ 9,140.00
VESTA SAAS-MN-TS MINTR UPLIFT Per Position Fee	0	\$ 330.00	\$ -
<b>Total INRC</b>			<b>\$ 19,380.59</b>

PN	Unit	Price	Subtotal
809800-16912	1	\$ 13,000.00	\$ 13,000.00
VESTA 9-1-1 PSAP Fee			
Local Survivability Fee	0	\$ 13,000.00	\$ -
VESTA 9-1-1 Position Fee	3	\$ 3,250.00	\$ 9,750.00
VESTA 9-1-1 Dark Position Fee	0	\$ 2,180.00	\$ -
VESTA Command POST Fee	3	\$ 2,600.00	\$ 7,800.00
VESTA CommandPOST Accessories Bundle	2	\$ 4,570.00	\$ 9,140.00
VESTA SAAS-MN-TS MINTR UPLIFT Per Position Fee	0	\$ 330.00	\$ -
<b>Total INRC</b>			<b>\$ 59,070.59</b>

PN	Unit	Price	Subtotal	Monthly	60 month total
809800-16924	3	\$ 920.00	\$ 2,760.00	\$ 2,760.00	165,600.00
Position Fee VESTA 9-1-1					
Local Survivability Fee	0	\$ 400.00	\$ -	\$ -	-
VESTA 9-1-1 Dark/Backup Position	0	\$ 520.00	\$ -	\$ -	-
Local Survivability (per PSAP, not position)	6	\$ 60.00	\$ 360.00	\$ 360.00	21,600.00
VESTA Analytics	0	\$ 100.00	\$ -	\$ -	-
VESTA Map - Basic	0	\$ 150.00	\$ -	\$ -	-
VESTA Map - Premium	0	\$ 60.00	\$ -	\$ -	-
VESTA Activity View	0	\$ 60.00	\$ -	\$ -	-
VESTA SIP Phone	2	\$ 920.00	\$ 1,840.00	\$ 1,840.00	110,400.00
VESTA Command POST - STANDARD	1	\$ 380.00	\$ 380.00	\$ 380.00	22,800.00
VESTA Command POST - Dark/Backup Position					
<b>Total Monthly Recurring over 60 months</b>			<b>\$ 3,120.00</b>	<b>\$ 3,120.00</b>	<b>\$ 379,470.59</b>

**Total 5Yr Contract Price** \$ 379,470.59

We will no longer provide prepayment discounts, discount effectively provided by locking in pricing through term

PN	Unit	Price	Subtotal
SSV06S02573A	3	\$ 920.00	\$ 2,760.00
Position Fee VESTA 9-1-1			
Local Survivability Fee	0	\$ 400.00	\$ -
VESTA 9-1-1 Dark/Backup Position	0	\$ 520.00	\$ -
Local Survivability (per PSAP, not position)	6	\$ 60.00	\$ 360.00
VESTA Analytics	0	\$ 100.00	\$ -
VESTA Map - Basic	0	\$ 150.00	\$ -
VESTA Map - Premium	0	\$ 60.00	\$ -
VESTA Activity View	0	\$ 60.00	\$ -
VESTA SIP Phone	2	\$ 920.00	\$ 1,840.00
VESTA Command POST - STANDARD	1	\$ 380.00	\$ 380.00
VESTA Command POST - Dark/Backup Position			
<b>Total INRC</b>			<b>\$ 5,340.00</b>

**Hosted SaaS Payment Schedule**

Unit	Price	Subtotal
1	\$ 13,000.00	\$ 13,000.00
<b>Upon Contract Execution</b>		
VESTA 9-1-1 PSAP Fee		
<b>Upon Equipment Shipment</b>		
Local Survivability Fee	0	\$ 13,000.00
VESTA 9-1-1 Position Fee	3	\$ 3,250.00
VESTA 9-1-1 Dark Position Fee	0	\$ 2,180.00
VESTA Command POST Fee	3	\$ 2,600.00
VESTA CommandPOST Accessories Bundle	2	\$ 4,570.00
VESTA SAAS-MN-TS MINTR UPLIFT Per Position Fee	0	\$ 330.00
<b>Upon delivery of training services &amp; installation</b>		
All Training		\$ 19,380.59
Text Transfer Enablement Fees		\$ -
<b>Total Non-recurring charges</b>		<b>\$ 59,070.59</b>

Unit	Price	Subtotal	Monthly	60 month total
3	\$ 920.00	\$ 2,760.00	\$ 2,760.00	165,600.00
Position Fee VESTA 9-1-1				
Local Survivability Fee	0	\$ 400.00	\$ -	-
VESTA 9-1-1 Dark/Backup Position	0	\$ 520.00	\$ -	-
Local Survivability (per PSAP, not position)	6	\$ 60.00	\$ 360.00	21,600.00
VESTA Analytics	0	\$ 100.00	\$ -	-
VESTA Map - Basic	0	\$ 150.00	\$ -	-
VESTA Map - Premium	0	\$ 60.00	\$ -	-
VESTA Activity View	0	\$ 60.00	\$ -	-
VESTA SIP Phone	2	\$ 920.00	\$ 1,840.00	110,400.00
VESTA Command POST - STANDARD	1	\$ 380.00	\$ 380.00	22,800.00
VESTA Command POST - Dark/Backup Position				
<b>Total Monthly Recurring over 60 months</b>		<b>\$ 3,120.00</b>	<b>\$ 3,120.00</b>	<b>\$ 379,470.59</b>

**Total 5Yr Contract Price** \$ 379,470.59

We will no longer provide prepayment discounts, discount effectively provided by locking in pricing through term

# BELTRAMI COUNTY MN

VESTA® 9-1-1 AS-A-SERVICE

7/3/2024

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VESTA® 9-1-1 As-a-Service

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## SECTION 1

### 1.1 INTRODUCTION

Motorola Solutions, Connectivity Inc. (Motorola Solutions), is pleased to provide this proposal for the VESTA® 9-1-1 as-a-Service call handling solution to Beltrami County (“Proposal”). This Proposal is subject to the negotiation of a mutually acceptable Master Service Agreement setting forth the applicable terms and conditions.

We are honored to be the emergency call handling equipment provider for many Public Safety Answering Points (PSAPs) in the State of Minnesota, which includes over 500 answering positions and 140 PSAP’s across 87 counties. Currently there are over 360 positions and 65 PSAP’s that have migrated to the VESTA 9-1-1 platform with many more in the process. Motorola Solutions plays an instrumental role in monitoring and managing many of these 9-1-1 solutions.

Motorola Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA 9-1-1 is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 2,500 agencies, the VESTA 9-1-1 solution was designed to handle IP communications including wireline, wireless, VoIP, TDD/ TTY, SMS/Text. It will evolve to accept access technologies like MMS and video, while maintaining its reputation for reliability and ease of use.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP’s increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solution is designed to meet growing community needs and emerging 9-1-1 technologies. Beltrami County, Minnesota is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Beltrami County can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions, and selecting the highest possible level of service for the visitors, citizens and public safety professionals of their region.



VESTA® 9-1-1 As-a-Service

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## SECTION 2

### 2.1 VESTA® 9-1-1 AS-A-SERVICE

#### 2.1.1 What is Included

Motorola Solutions will be providing VESTA 9-1-1 as-a-Service to Beltrami County. VESTA 9-1-1 as-a-Service will provide a secure, reliable, scalable, geo-diverse, redundant hosted and multi-tenant infrastructure that includes:

- VESTA 9-1-1 advanced NG9-1-1 call-processing workstations using HP Mini Desktop workstations
- Advanced call processing with with a configurable, feature-rich user interface and advanced dial directory for first-class contact management and dialing control
- Integrated Text-to-9-1-1 for easy handling of voice calls and text messages
- Enhanced Data Window that supplies real-time accurate location data as well as supplemental data from over 400 million connected devices through the RapidSOS portal
- Automated Abandoned Callback feature that automatically returns abandoned calls and gives recipients the option to be directed to dispatch for help or to report assistance is no longer needed.
- Functionality and performance equal to customer premise-based systems
- System wide monitoring and system management services including:
  - HARDWARE & APPLICATION MONITORING
    - ◆ Proactively monitors key systems to detect faults and mitigate risks to ensure highest possible system performance and availability
    - ◆ Monitors each server, workstation and networking device for hardware alarms, software arms and performance thresholds
    - ◆ Minimizes risk and the possibility of service interruptions, predicting issues before they occur
    - ◆ Alarms the NSOC for remediation, notification and escalation, with most alarms resolved remotely
  - VIRUS PROTECTION
    - ◆ Delivers virus protection as a service, ensuring updates are tested and applied in a timely, efficient manner
    - ◆ Provides a best-in-class antivirus solution, certified for our call handling platforms and continuously updated to automatically detect and remove the latest viruses
  - PATCH MANAGEMENT

VESTA® 9-1-1 As-a-Service

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- ◆ Deploys Microsoft® updates and patches after validating they are compatible with your solution
- ◆ Helps ensure system integrity and security, especially when bundled with Virus Protection for comprehensive, hands-free care
- Motorola Solutions' software and hardware support
- Includes all standard hardware and software typically needed.
- 9-1-1 calls are routed through the host centers
- Monthly recurring charges based on number of positions
- Variable non-recurring setup fee
- 60 month term
- Remote PSAP site equipment and services
- Network connectivity to all sites provided by ECN
- Full installation, project management, support and maintenance services
  - Management, maintenance, administration and support of the system including:
    - ◆ Local support
    - ◆ Service Desk

## 2.1.2 Advantages of the VESTA 9-1-1 as-a-Service

- Lower cost of entry/capital expenditures are reduced – you pay for what you need without having to buy hardware to host your system.
  - Long term costs are known. Pay as you go – the VESTA 9-1-1 as-a-Service model gives you the benefit of predictable costs. Even if you scale, you have a clear idea of what the costs will be. This allows for more accurate budgeting.
- Hardware and operating systems are owned by Motorola Solutions. Hardware or operating system changes that are required due to VESTA 9-1-1 upgrades or updates are the responsibility of Motorola Solutions. This mitigates unknown or surprise costs to the end user.
- Customer Portal
  - The Customer Portal is Minnesota's front-end into our support structure. The portal provides direct access into our Incident Management system where Minnesota PSAPs have access to their incidents in the same system as our engineers and managers. The Portal provides the ability to:
    - ◆ Create cases, provide updates or to obtain status updates for an existing case
    - ◆ Export to Excel, CSV, or PDF formats
    - ◆ Submit or obtain status on Service Requests
- A dedicated Motorola Solutions' Service Manager

### VESTA® 9-1-1 As-a-Service

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The VESTA 9-1-1 call handling solution is a mission-critical call management and response solution that is aligned with NENA standards, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports standard telephony interfaces to simplify integration into existing telephony networks
- Service engineered to ensure that there is essentially no single point of failure, i.e. critical hardware is duplicated within the system to ensure redundancy

### 2.1.3 VESTA 9-1-1 Advantages

- VoIP, IETF SIP and i3- based technology
- Proven reliability with thousands of systems and tens of thousands of positions deployed
- Advanced SIP architecture designed specifically for mission-critical NG9-1-1 application
- Geo-Diverse configurations to maximize flexibility and survivability
- Purpose-built, fault-tolerant architecture with no single point of failure
- Standard features include: no-hold conferencing, automatic call re-queuing and intelligent speed dial functions (specifically designed for emergency call taking environments)
- Support for key-system mode of operation with multi-mode call selection, including priority answer
- Desktop Client application with a highly configurable User Interface (UI) designed for usability, efficiency and flexibility
- Superior interface with the optional VESTA® Analytics solution for Management Information System (MIS)
- Remote maintenance and monitoring capabilities
- Support services from renowned PSAP industry leaders
- Options include mobile VESTA® CommandPOST solution for remote positions, VESTA Map Local, Activity View and/or Local Survivability with simple monthly uplift pricing for additional feature rich functionality

### 2.1.4 Supported Interfaces

- Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
- Administrative lines – Centrex, CLID, POTS
- Feature Group D (FGD)
- Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
- Digital interfaces: T1 and PRI
- Automatic Location Identification (ALI) to identify caller information

VESTA® 9-1-1 As-a-Service

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- CAD interface
- VoIP 9-1-1 interfaces using NENA i3 or Intrado RFAI protocol

Specific features may or may not be available based on the call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally some features listed above represent integration with other third party products that may not form part of the solution.

### 2.1.5 VESTA 9-1-1 Call-taking position

The VESTA 9-1-1 call-taking position provides a highly configurable desktop user interface (UI) that allows Calltakers to quickly process emergency and non-emergency calls. VESTA 9-1-1 call-taking positions are configured with:

- HP Mini Desktop workstations
- Widescreen monitor (touchscreen monitor option also available)
- Integrated Instant Recall Recorder (IRR) software. IRR software can be deployed as either single-channel (telephone only) or dual-channel (telephone and radio select audio) modes.
- SAM (Sound Arbitration Module) connected to two standard 310-plug headset jacks
- Handset
- 24 key programmable keypad

### 2.1.6 ESInet Interface Module (EIM)

The ESInet Interface Module (EIM) provides connectivity to NENA I3-compliant and RFAI VoIP networks for the delivery of 9-1-1 calls and related information. VESTA 9-1-1 supports several different ESInet profiles:

ESInet Profile	Description
None	For DPI only
AT&T	Intrado (i3)
Atos	Atos (i3)
Bell Canada	Bell Canada (i3)
Intrado	Intrado (i3)
NGA911	NGA911 (i3)
Synergem	Synergem (i3)
VESTA Router i3	VESTA Router (i3)
Comtech	Comtech NGCS
Comtech i3	Comtech (i3)
microDATA	microDATA xSR 1.6
RFAI	Intrado RFAI 3.3
RFAI HA	Indigital (RFAI with HA)
VESTA Router	VESTA Router (RFAI with HA)
TELUS	TELUS (i3)

The ESInet is normally interfaced to the VESTA 9-1-1 system by way of a firewall device at each host location.

The following features are provided with the EIM module:

- Delivery of 9-1-1 voice to the system using VoIP technology
- Delivery of the ANI as part of the call setup messages (SIP invite)
- Delivery of ALI information in the PIDF-Lo fields (NENA I3 only)

## 2.1.7 VESTA® 9-1-1 SMS

The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCC's) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based text to 9-1-1 solution
- SMS Interface integrated into the VESTA 9-1-1 console
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

Services include: Firewall configuration, VESTA 911/VESTA SMS configuration, import of VESTA SMS VM's (if applicable), upgrade of VESTA Analytics (if applicable), and preparation of screen layouts. Note: Customer is responsible for Text Control Center (TCC) services and network charges.

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**Note:** The Statewide Text-to-911 transfer capability changes to allow direct transfer capabilities using numeric identifiers will need to be scheduled, performed and tested by the Text Control Center (TCC). Optional services are available from Motorola Solutions if Beltrami County would like to have the text transfer Tab added or modified on the console layout of the VESTA layout.

## 2.1.8 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface. When purchased from Motorola Solutions, a USB color inkjet printer is provided.

Optionally, Beltrami County may provide their own printer(s). Printer(s) provided by the End User must be certified to operate on the currently distributed Operating System (O/S) in use by VESTA 9-1-1. End User will be solely responsible for securing and installing the proper print drivers for any printers not supplied by Motorola Solutions.

## 2.1.9 Automated Abandoned Callback (AAC)

Automated Abandoned Callback (AAC) – Removes the burden from Calltakers to return each call because the system automatically calls back abandoned calls - Calltakers don't have to manually call back each one.

### 2.1.9.1 How it Works

The Automated Abandoned Callback (AAC) feature returns an abandoned 9-1-1 voice call (via an AudioCodes gateway) and provides the caller with an option of routing into the 9-1-1 dispatch center to speak to a live call taker or opt out, reporting that they are no longer in need of assistance

- Applicable to abandoned emergency voice calls only
- System calls back abandoned calls using configured lines
- A list of voice prompts is played instructing the original 9-1-1 caller to confirm or reject the emergency
- If the emergency is accepted – the call is transferred to the end of the ACD queue associated to the line, if the emergency is rejected – the call is terminated
- If no response is received or the original 9-1-1 caller is not reachable, it shall be configurable if the call is presented at the console as an abandoned call or terminated with no further action
- All AAC filtering is captured in the optional VESTA Analytics MIS solution

### 2.1.9.2 AAC Specifications

The following list includes the AAC specifications:

- The number of times the VESTA 9-1-1 system does an automated callback on an Abandoned Call is configurable from 1 to 10. The default value is 2.

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- Upon successful completion of an Automated Abandon Callback, the call will not be visible in the Abandoned Calls window but it is recorded in MIS
- The system does not initiate an automated callback when the caller has called back and the call is in the queue
- The system associates the last known location (ANI) before callback
- The AAC feature does not specifically detect TTY calls and handles the call as if it were a voice call
  - Since AAC cannot decode TTY calls, you can configure a wave file (as baudot tones) which advises the recipient to switch to voice to ensure they are sent DTMF digits

2.1.10 Network

Motorola Solutions will manage and monitor the Data Centers. ESInet connectivity to VESTA 9-1-1 Host Centers will be provided by ECN along with connectivity to the PSAPs.

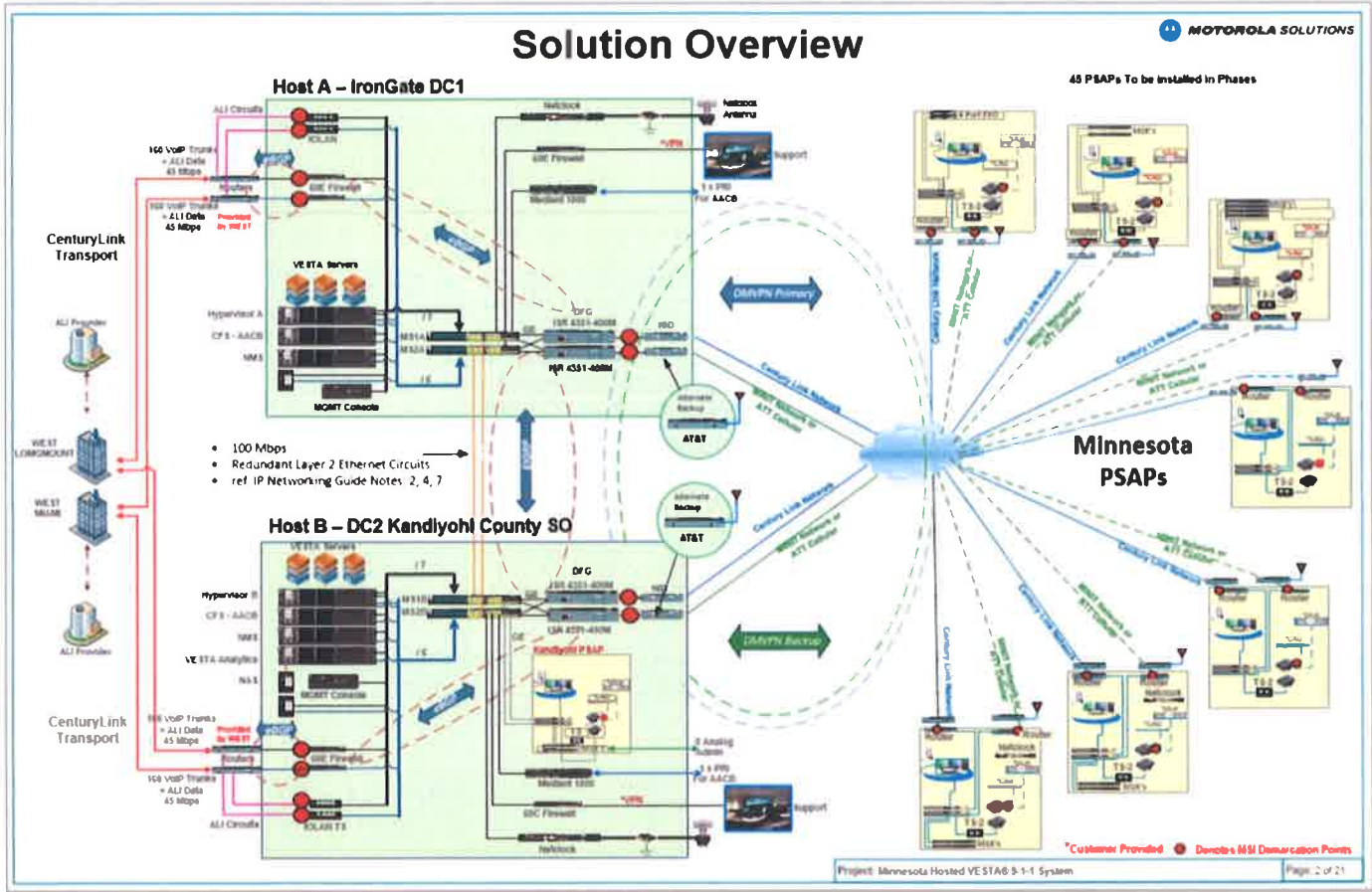


FIGURE 1 - Solution Diagram

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## 2.2 OPTIONAL VESTA 9-1-1 AS-A-SERVICE COMPONENTS

### 2.2.1 VESTA® Analytics

The optional VESTA Analytics solution is Motorola Solutions' next-generation Management Information System (MIS). The VESTA Analytics solution expands on the role of MIS, becoming a comprehensive management platform.

A record of each incoming and outgoing VESTA 9-1-1 call will be contained within the VESTA Analytics database. At a minimum, the record contains the following information:

- Seize Time
- Answer Time
- Transfer Time
- Hang-up (disconnect) time
- Position number
- Agent
- Incoming number (ANI)
- Date/time
- ALI
- ANI log of disconnected calls showing arrival time and disconnected party abandonment time.

VESTA Analytics is a server-based application accessed from a network attached Windows computer running the recommended version of Microsoft Internet Explorer. A VESTA Analytics administrative workstation is not included with the VESTA 9-1-1 as-a-Service.

The VESTA Analytics solution will be deployed in the Hosted model. In this model, a single VESTA Analytics system is used for reporting services in a multi-PSAP environment. This model allows each PSAP's data to be segregated so that users may only see/report on their specific PSAP's data.

#### 2.2.1.1 VESTA Analytics Client

No dedicated client software is required to access the VESTA Analytics system. All access is performed using the Microsoft Internet Explorer browser. One VESTA Analytics system access license is provided for site use. The VESTA Analytics access licenses are "concurrent usage" licenses. Users may log into the system from any workstation connected to the network to access the VESTA Analytics reporting. A dedicated administrative workstation is not provided with this Proposal.

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## 2.2.2 VESTA 9-1-1 CommandPOST

The optional VESTA 9-1-1 CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are preserved. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA Command Post call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA 9-1-1 CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner

## 2.2.3 Activity View

The optional Activity View management application provides real-time monitoring of PSAP activities. The Activity View management application may be configured by the user to display the status of:

- Call taker status
- Group status
- Group ACD status
- Incoming trunks
- Administrative lines
- Active calls

A user may also configure custom message colors and set a variety of thresholds that will trigger color changes.

The Activity View application also supports a Display Panel feature allowing a user to configure a display output that is compatible with large screen (wall-mount) monitors and/or projectors.

The Activity View management application can also display up to five (5) marquee messages to inform call-takers of upcoming events.

**NOTE:** It is recommended that the Activity View application be installed on a separate workstation from the VESTA 9-1-1 call-taker application due to the amount of CPU and network resources required. If installed on the same workstation as the VESTA 9-1-1 call-taker application, both applications should not be running at the same time.

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## 2.2.4 Geographic Information Systems

To meet the needs of PSAPs of varying sizes, Motorola Solutions can optionally provide a suite of geographic information systems (GIS) display and update products. Each GIS display product supports the following capabilities:

- Display wireline addresses based upon street centerline or point data
- Accurately plot Phase I & II wireless calls, including showing the uncertainty (if provided)
- Accurately plot SMS/text to 9-1-1 calls based on the location information provided with the call
- Update the caller's location when ALI or location information rebids are performed on the VESTA 9-1-1 call-taker console.
- Integration with Pictometry and aerial imagery (optional)

### 2.2.4.1 VESTA® Map Local

A Next Generation 9-1-1, real-time mapping application, the optional VESTA Map Local solution is built on Esri's ArcGIS for Server, the most sophisticated Geographic Information System technology available. As a result, the VESTA Map solution is at the forefront of all GIS advancements, and is the mapping solution for regional or statewide NG9-1-1 systems via and Emergency Services IP Network (ESInet) – enabling resource sharing and cost savings.

Additionally, the VESTA Map solution may also be integrated with:

- Automatic Vehicle Location (AVL) systems
- Computer Aided Dispatch (CAD) systems
- Real-time data and historic data resources

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## SECTION 3

### 3.1 TRAINING

A key goal of Motorola Solutions is to develop and deliver world class learning programs that build every customer's technical product and systems knowledge, skills, and expertise. The company's courseware, instructors and documentation are all focused on enabling 9-1-1 organizations to receive maximum operational benefit from the VESTA 9-1-1 call taking solution.

Training courses offered for the solution are designed to ensure that the PSAP's transition smoothly to the new VESTA 9-1-1 as-a-Service as they come on-line. Motorola Solutions' course instructors will work in a consultative manner to ensure that the scheduling of courses best meets the requirements of **[INSERT AGENCY]** and their personnel.

Motorola Solutions' Best Practices:

- Professional/experienced instructor staff
- On-site training utilizing customers equipment for hands on instruction
- Limit class sizes to no more than eight students
- Keep it simple instruction – build confidence of students as they learn

Recommended training for the transition to VESTA 9-1-1 as-a-Service and pricing has been provided to allow an a la carte purchase of only the necessary number of courses necessary to complete transition training of administrators and staff. At this time, without a formalized timeline for PSAP transitions the total number of courses cannot be determined. Motorola Solutions will collaborate with Beltrami County to determine the final number of courses required.

Please refer to Section 5 Pricing & Payment Terms.

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## SECTION 4

### 4.1 SUMMARY OF SERVICE MANAGEMENT

Motorola Solutions is committed to supporting our customer base in Minnesota. Our goal is to build a service relationship you can trust and count on to meet your needs and the demands of NG9-1-1 technologies. A sound Service and Support Model is a cornerstone to this relationship.

The service and support model we have for Minnesota will maximize the operations of your PSAPs while achieving the highest level of system performance and reliability. Our Service Manager will maintain close communications with Minnesota PSAPs, to continually monitor and assess your services at all stages and adapt where necessary.



#### 4.1.1 Summary of Services

We have identified the following VESTA Services we feel best support Minnesota's requirements, with additional services being available over the life cycle of your system.

The structure of our services is a three-layer focus:

- Service Management
  - Service Desk
  - Technical Support
  - Customer Portal
  - Service Manager
  - Spares Management
- On-Site Services
  - On-site Support Engineers
  - Hardware Support
  - Software Support
  - Preventive Maintenance Support
- Network Security & Operations Center (NSOC)
  - Monitoring and Management of the 9-1-1 System
  - Security Management
    - ◆ Virus Protection
    - ◆ Patch Management

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## 4.1.2 Service Desk

The Motorola Solutions' Service Desk works closely with the Technical Support team as part of the NG911 Support Organization. Minnesota PSAPs will have the ability to contact the Service Desk via your dedicated toll-free number, email, or the Customer Portal to report an incident, inquire on the status of an incident, or place a Move, Add, Change (MAC) request.

Below are the services provided by the Motorola Solutions' Service Desk:

- 24/7/365 availability to assist with immediate service needs
- Engagement until the issue is resolved. As the central-point-of-contact, the Service Desk owns the issue and stays engaged, providing ongoing communication from issue reporting through issue resolution.
- Knowledgeable technical resources to receive and take action on the user requests for service.
- Knowledgeable technical resources to receive and classify user requests and implement appropriate engagement processes to facilitate resolution.
- Remote analysis to assist in identifying a corrective action plan.
- Engagement of next level management (Service Manager) to ensure timely problem resolution.
- Updates to the PSAPs management/stakeholders for on-going requests for service.

Because the Service Desk is co-located with the VESTA NSOC, Minnesota is assured that we will have a holistic view of your entire solution to expedite issue coordination and resolution.

## 4.1.3 Technical Support Center

The Technical Support Center, co-located with the Service Desk and NSOC, is available 24x7x365 and can be reached at 800.881.4245. Staffed with subject matter experts, the Tech Support Center:

- Investigates, troubleshoots, and in most cases, resolves incidents remotely
- Maintains a state-of-the-art lab to recreate reported issues
- Performs in-depth analysis
- Interfaces with R&D for escalated issues

## 4.1.4 Customer Portal

The Customer Portal is Minnesota's front-end into our support structure. The portal provides direct access into our Incident Management system where Minnesota PSAPs have access to the same information as our engineers and managers. The Portal provides the ability to:

- Create cases, provide updates or to obtain status updates for an existing case
- Query statistical data or export to Excel, CSV, or PDF formats
- Submit or obtain status on Service Requests

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### 4.1.5 Service Manager

The Motorola Solutions' Service Manager for Minnesota will direct and manage all aspects of your contracted services. Your Service Manager will:

- Work with our Service Desk and support engineers to oversee the delivery of services, while ensuring agreed upon service levels are maintained.
- Work with the Minnesota 9-1-1 Coordinator, the PSAPs, and our Service Desk, to establish and refine policies and procedures and to deliver best in class performance.
- Proactively manage system & product life cycle of the equipment supplying information regarding upgrades and updates.
- Serve as the escalated point of contact when normal troubleshooting efforts are not successful.
- Engage the appropriate resources, teams, and individuals to troubleshoot and facilitate the resolution of complex service issues.
- Serve as the liaison between the PSAP and our internal departments for escalated issues.
- Provide timely and frequent informational updates about progress towards resolving issues.
- Ensures service and performance quality of the system.

### 4.1.6 On-site Support Engineers

Motorola Solutions' support engineers or third party certified service providers are located within the State of Minnesota to serve the PSAPs on the Motorola Solutions' products and systems.

- The designated Motorola Solutions' support engineers are trained in our products and systems including, but not limited to, VESTA 9-1-1, VESTA Analytics and VESTA Map Local systems.
- The designated Motorola Solutions' support engineers will be instrumental in the implementation and cut over of the Minnesota Motorola Solutions' products and systems to ensure they are fully knowledgeable of the configurations deployed at each site.
- For critical and major issues, including reported incidents that cannot be resolved remotely, Motorola Solutions will engage the support engineers to address reported incidents.
- Motorola Solutions will assign on-site support engineers, five (5) days a week, eight (8) hours per day to serve the various Minnesota PSAP sites and who will be based within the two (2) hours of the PSAP locations
- 24x7 Support for Critical Incidents (please refer to the Severity Level and Response Definitions below)
- Support engineers will be available on an on-call basis for response to Critical and Major incidents
- The support engineers will perform corrective actions and ensure break-fix requests are repaired in a timely and efficient manner.

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- The support engineers will open incident reports with the service desk for on-site customer initiated requests
- On-site move, add, and changes (MACs) outside of support and maintenance of the system can be quoted as requested.
- As part of routine maintenance, our support engineers will perform preventive maintenance tasks.
- To the fullest extent possible, in the event of force majeure or other malicious acts, the Motorola Solutions' support engineers will perform the necessary actions to bring the system to full functionality.

#### 4.1.7 Network & Security Operations Center

The NSOC monitors and provides on-going management of our solutions and works closely with the Service Desk. Remote monitoring, access control, virus protection and patch management are components of the Motorola Solutions' NSOC services, and are described in the Managed Services Offerings Policy available on request.

The NSOC provides:

- Management of the our solutions on a 24x7x365 basis
- Continuous monitoring of the performance and availability of the VESTA 9-1-1 solution
- Creation of alerts based on thresholds and parameters and distributes notifications appropriately
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality

#### 4.1.8 Severity Level and Response Definitions

For each reported or alert generated critical or high incident, the Service Desk will apply a Severity Level classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

Severity Levels Classifications

Severity	Target Response Time	Description	Examples	Communication to Customer
Critical 24/7/365	<input type="checkbox"/> Within 15 minutes, notification will be provided to customer <input type="checkbox"/> Within 2 hours support engineer will be on-site <input type="checkbox"/> After the initial notification, hourly updates will be provided through restoral to a non-critical state.	<p>The inability to receive or process 9-1-1 calls or loss of ALI</p>	<p>Reduction of 50% or more of system functionality regardless of the nature of the outage.</p> <p>Host Down – The back-room equipment of a multi-tenanted system is impacting the ability to process 9-1-1 calls at all sites</p> <p>PSAP / Site Down – A single site / PSAP / tenant who is unable to receive or process 9-1-1 calls. Calls cannot be presented, answered, or effectively transferred outside the affected site.</p>	Hourly
High 24/7/365	<input type="checkbox"/> Within 30 minutes, notification will be provided to customer <input type="checkbox"/> Within 4 hours support engineer will be on-site <input type="checkbox"/> Within 2 hour, notification to the County 9-1-1 manager or designee will be made	<p>The loss of critical functionality or multiple components. Examples of multiple components are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> No LTR audio logging</li> <li><input type="checkbox"/> Loss of critical redundancy</li> <li><input type="checkbox"/> Loss of multiple positions</li> </ul>	<p>Reduction of 10% or more of outgoing or incoming traffic in the system or the non-functioning of 9-1-1 call handling software features, recorders, interfaces, or other functions rendering the system less than 90% functional.</p> <p>Host Degraded – The back-room equipment of a multi-tenanted system is impaired so that it is not providing full redundancy</p> <p>PSAP / Site Degraded – A single site / PSAP tenant have an incident that impairs a feature of the system, but the site/PSAP is able to receive and process 9-1-1 calls.</p>	Every two (2) hours
Medium and Low 8/5/Next Business Day (Excluding Holidays)	<input type="checkbox"/> Within 8 hours of Medium/Low classification, the support engineer will address 8 am to 5 pm local site time or next business day. <input type="checkbox"/> NOTE: All Critical and High severities will be prioritized over any Medium/Low severity.	<p>The failure of a device/product that only impacts</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A single component or position</li> </ul>	<p>Minimal reduction of system operability or little to no effect on system operability and usability</p> <p>The loss of a single workstation or failure of a workstation component such as keyboard or monitor.</p>	As needed

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# SECTION 5

## 5.1 PRICING AND PAYMENT TERMS

This Proposal and the quote provided herein is contingent upon Motorola Solutions obtaining a total of thirty (30) minimum, signed PSAP positions in the State of Minnesota. The prices quoted herein are good for a period of 90 days from the date of this Proposal.

The Set-Up Fee is a non-recurring charge (“NRC”) that is non-refundable, and is invoiced upon shipment of equipment to the PSAP’s. Any items listed as optional, that are purchased outside of the service arrangement will be invoiced upon delivery.

Monthly recurring charges (“MRC”) for each PSAP shall be first invoiced upon that PSAP going in-service. Invoices shall be rendered on a monthly basis. Payment is due within thirty (30) days from the date of the invoice.

Fees/prices stated above are exclusive of, and the customer shall pay all taxes, duties, levies, fees, or similar charges imposed on Motorola Solutions or on the Customer by the authority (other than taxes imposed on Motorola Solutions’ income) relating to these services and the delivery locations. If a withholding tax is required by law, the Customer must contact a Motorola Solutions’ representative to discuss the appropriate procedures.

Any changes made to the scope of this Proposal, should be agreed to in writing by both parties prior to signing the negotiated Master Service Agreement. If this is acceptable, the below table can be updated in the proposal docs.

Summary by Expense Category/Component			
<b>Service as a Solution Model</b>			
<b>Non-Recurring Charges - Included Items</b>			
VESTA 9-1-1 Backroom NRC	Per PSAP Charge	\$	13,000.00
VESTA 9-1-1 PSAP NRC	Per Position Charge	\$	3,250.00
<i>Includes: CPE Call Handling Solution, Installation, Software Support, Managed Services, Maintenance (Excludes training)</i>			
VESTA CommandPOST	Per Position Charge	\$	2,600.00
<b>Non-Recurring Charges - Optional Items</b>			
VESTA Local Survivability	Per PSAP Charge	\$	13,000.00
Touchscreen Monitors	Per Monitor Charge	\$	330.00
VESTA CommandPOST Accessories Bundle	Per Position Charge	\$	4,570.00
<b>Monthly Recurring Charges - Included Items</b>			
VESTA 9-1-1 (CPE) MRC	Per Position/Month	\$	920.00
<i>Includes: CPE Call Handling, Managed Services, and Support</i>			
<b>Monthly Recurring Charges - Optional Items</b>			
VESTA Local Survivability	Per PSAP/Month	\$	520.00
VESTA Analytics	Per Position/Month	\$	60.00
VESTA Map Local - Basic	Per Position/Month	\$	100.00
VESTA Map Local - Premium*	Per Position/Month	\$	150.00
VESTA Activity View	Per Position/Month	\$	60.00
VESTA CommandPOST	Per Position/Month	\$	920.00
VESTA SIP Phone	Per Phone/Month	\$	60.00

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<b>Network</b>			
<i>ESINet Solution</i>	<i>Per Position/Month</i>		<b>N/A</b>
<b>Training</b>			
<i>V9-1-1 ADMIN FOR STD</i>	<i>Per class</i>	\$	<b>5,970.15</b>
<i>V9-1-1 ADMIN FOR COMPLEX</i>	<i>Per class</i>	\$	<b>7,761.19</b>
<i>V9-1-1 AGENT TRNG</i>	<i>Per class</i>	\$	<b>1,791.04</b>
<i>V9-1-1 AGENT TTT TRNG</i>	<i>Per class</i>	\$	<b>4,477.61</b>
<i>V-ANLYT ADMIN TRNG</i>	<i>Per class</i>	\$	<b>2,985.07</b>
<i>E-LEARN V9-1-1 ACT-VIEW TRNG</i>	<i>Per class</i>	\$	<b>738.81</b>
<i>E-LEARN V9-1-1 SMS ADMIN DELTA TRNG</i>	<i>Per class</i>	\$	<b>738.81</b>
<i>E-LEARN V9-1-1 SMS AGENT DELTA TRNG</i>	<i>Per class</i>	\$	<b>440.30</b>
<i>V9-1-1 SMS TTT DELTA TR</i>	<i>Per class</i>	\$	<b>1,791.00</b>
<i>E-LEARN V9-1-1 SIP TRNG</i>	<i>Per class</i>	\$	<b>440.30</b>
<i>E-LEARN VESTA MAP LOCAL AGENT TRNG</i>	<i>Per class</i>	\$	<b>440.30</b>
<i>CUTOVER COACHING</i>		\$	<b>5,223.88</b>
<i>* If no incremental NRC is paid. With incremental \$1400 NRC per position, \$150 drops to \$110</i>			

Thank you for the opportunity to submit this Proposal for the VESTA 9-1-1 as-a-Service Next Generation Call Handling solution. We are committed and stand ready to provide you the best solution and best service in the industry. We look forward to the opportunity to discuss our Proposal in more detail.

Sincerely,

Leah Ramey  
Account Executive  
Command Center Software  
Next Generation 9-1-1 Solutions  
Phone 303-621-5241





**Meeting Date: November 12, 2024**  
**Beltrami County Commission**  
**Regular Agenda**

**AGENDA BILL**

**SUBJECT:** New Beltrami County Deputy – Lateral entry pay

**RECOMMENDATIONS:** Approval to hire Deputy Henry Pendleton at pay grade 11 step 5 on the 2024 pay scale.

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**DEPARTMENT OF ORIGIN:** Beltrami County Sheriff's Office

**CONTACT PERSON (Name and Phone Number):** Chief Deputy Jarrett Walton, 333-4207

**DATE SUBMITTED:** 11/06/2024

**CLEARANCES:** County Administrator Tom Barry

**BUDGET IMPACT:** Currently budgeted

**EXHIBITS:** None

**SUMMARY STATEMENT:** Henry Pendleton is being hired as a Beltrami County Deputy. Pendleton has 4 years of licensed Law Enforcement experience with the Bemidji Police Department. Pendleton has 4 years of experience as a Cultural Coordinator with the White Earth Reservation serving at risk youth, chemical dependency addicts, criminally charged individuals. In this role he was tasked with positive community rapport building through Native American knowledge and outreach. Goals achieved in this position include reducing recidivism, reducing addiction relapse, and reducing risk to vulnerable adults by providing cultural services in the native American communities.

Based on his training and experience we would have his starting wage be Grade 11, step 5 of the 2024 pay scale. \$34.98. .



**DATE: November 12, 2024  
Beltrami County Commission  
Regular Meeting Agenda**

**AGENDA BILL**

**SUBJECT:** Commissioners' Business Items

**RECOMMENDATIONS:** Discussion

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**DEPARTMENT OF ORIGIN:** N/A

**CONTACT PERSON (Name and Phone Number):** N/A

**DATE SUBMITTED:** November 6, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** N/A

**SUMMARY STATEMENT:**

Discussion of:

- Legislative/Lobbying Issues
- Commissioners' Reports
- Review Upcoming Meeting Schedule

**BELTRAMI COUNTY BOARD OF COMMISSIONERS**  
**PROPOSED 2024 MEETING SCHEDULE**  
AS OF: January 1, 2024 subject to change

**November 12, 2024**

3:00 p.m. Work Meeting, Board Room  
 5:00 p.m. Regular Board Meeting, Board Room  
 Beltrami County Administration Building

**November 19, 2024**

3:00 p.m. Work Meeting, Board Room  
 5:00 p.m. Regular Board Meeting, Board Room  
 Beltrami County Administration Building

**December 3, 2024**

3:00 p.m. Work Meeting, Board Room  
 5:00 p.m. Regular Board Meeting, Board Room  
 Beltrami County Administration Building  
 6:00 p.m. Budget Hearing/Truth in Taxation Hearing

**December 17, 2024**

3:00 p.m. Work Meeting, Board Room  
 5:00 p.m. Regular Board Meeting, Board Room  
 Beltrami County Administration Building

**Township Officer Meeting:**  
**Northern Town Hall**  
**Beltrami Association of Officers (BATO)**  
**4<sup>th</sup> Tuesday @ 6:30 pm**  
 April 23 Craig Gaasvig  
 October 22 John Carlson

**2024 Chat-About Radio Sessions:**  
**Arrive to tape interview at 9:30 a.m.**

August 6	Craig Gaasvig
August 20	Joe Gould
September 3	Richard Anderson
September 17	Tom Barry
October 1	John Carlson
October 15	Craig Gaasvig
November 12	<del>Joe Gould</del> Tom Barry
November 19	Richard Anderson
December 3	<del>Richard Anderson</del> John Carlson
December 17	<del>John Carlson</del> Richard Anderson

**Management Team Schedule**  
**County Board Room**  
**Monthly @ 8:30 am**  
*Subject to change*

June 12	Joe Gould
July 10	Joe Gould
August 14	Richard Anderson
September 11	<del>Tim Sumner</del> John Carlson
October 9	<del>John Carlson</del> Craig Gaasvig
November 13	<del>Craig Gaasvig</del> Tim Sumner
December 11	Joe Gould