



Jeffrey Babinski
County Administrator

HOUSTON COUNTY

304 South Marshall Street
Caledonia, MN 55921
TEL (507) 725-5827

Commissioners:
District 1
Jack Miller
District 2
Eric Johnson (Vice Chair)
District 3
Robert Burns
District 4
Teresa Walter (Chair)
District 5
Fred Arnold

HOUSTON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING AGENDA

9:30, June 25, 2019, County Board Room, Historic Courthouse

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

APPROVE MINUTES (11 June Board Meeting)

PUBLIC COMMENT

CONSENT AGENDA

(Routine business items enacted by one unanimous motion. Commissioners may request moving items on the consent agenda to the Action Item list if they desire discussion before taking action.)

- 1) Approve Claims, Human Service & License Center disbursements
- 2) Approve AFSME-Houston County Memorandum of Agreement regarding reinstatement of former employees.
- 3) Approve contract with Mayo Clinic for CDL Random Selection and Testing for DOT Compliance testing.
- 4) Affirm personnel actions:
 - a. Sheriff's Office
 - i. Hire Emily Johnson as probationary Jailer/Dispatcher B-23-2, Step 1, effective July 25, 2019.
 - ii. Hire Christopher Frick as a probationary Patrol Sergeant C-42, Step 1, effective July 10, 2019.
 - b. Highway Department
 - i. Change the status of employment of Richard Botcher, Highway Maintenance Specialist, from probationary to regular effective July 9, 2019.
 - ii. Initiate a competitive search for a Highway Specialist (vacant position).
 - c. Recorder's Office
 - i. Hire Geraldine Klug as a temporary Deputy (67-day employee) as a Recorder B-21, Step 4.

ACTION ITEMS

- 1) Consider approval of contract with NEOGOV for on-line application tool and one-time set up and activation and training (Arrick-Kruger)
- 2) Consider approval of Professional/Technical contract with Preservation Alliance for Minnesota Historical Society Legacy Grant applications. (Arrick-Kruger)
- 3) Consider approval of a County match for the grant application of \$300,000 (Arrick-Kruger)
- 4) Consider approval of contract with Stantec Consulting Services for work on Japanese Hops on the Root River (Meiners).
- 5) Consider approval of E911 Service Agreement with Vesta Solutions for E911 system support (Inglett).
- 6) Consider SMIF request for sponsorship of 5th annual Early Childhood Care Conference (Pugleasa).

DISCUSSION ITEMS (No action will be taken on the following items)

- 1) Administrator Updates
- 2) Commissioner Reports & Comments

CLOSING PUBLIC COMMENT

ADJOURN

REMINDERS

- | | |
|------------|--|
| 25 June: | Regular Board Meeting
(Finance Committee) |
| 2 July: | Workgroup Session |
| 9 July: | Regular Board Meeting
(Land Use/Public Health and Human Services) |
| 16 July: | Workgroup Session |
| 23 July: | Regular Board Meeting
(Finance Committee) |
| 30 July: | Workgroup Session |
| 6 August: | Workgroup Session |
| 13 August: | Regular Board meeting
(Land Use/Public Health and Human Services) |

**HOUSTON COUNTY
AGENDA REQUEST FORM
June 25, 2019**

Date Submitted: 06.18.19

By: Tess Kruger, HRD/Facilities Mgr.

ISSUE:

(Action Requested)

CONTRACTS

DOT COMPLIANCE

- Approve contract with Mayo Clinic for CDL Random Selection and Testing – this impacts drivers for Houston County DOT and Environmental Services (see attached)

FACILITIES

- Approve Professional/Technical contract with Preservation Alliance for Minnesota Historic Society Legacy grant applications (see attached)
- Approve a County match for the grant application of \$300,000

LABOR

- Approve the AFSCME-Houston County Memorandum of Agreement regarding reinstatement of former employees (see attached)

RECRUITMENT

- Approve contract with NEOGOV for on-line application tool and one time set up and implementation; training tool (see attached)

HR STAFFING

(HR Consent Agenda)

SHERIFF'S OFFICE

- Hire Emily Johnson as a probationary Jailer/Dispatcher B-23-2, Step 1 Effective July 25, 2019
- Hire Christopher Frick as a probationary Patrol Sergeant C-42, Step 1 Effective July 10, 2019

HIGHWAY DEPARTMENT

- Change the employment status of Richard Botcher, Highway Maintenance Specialist, from probationary to regular effective July 9, 2019
- Initiate a competitive search for a Highway Specialist (vacant position)

RECORDER'S OFFICE

- Hire Geraldine Klug as a temporary Deputy (67 day employee) as a Recorder B-21, Step 4

<u>Reviewed by:</u>	<input checked="" type="checkbox"/>	County Administrator	<input checked="" type="checkbox"/>	County Attorney	<input type="checkbox"/>	Zoning Administrator
	<input checked="" type="checkbox"/>	Finance Director	<input checked="" type="checkbox"/>	County Engineer	<input checked="" type="checkbox"/>	Environmental Services
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	Other (indicate dept)	<input type="checkbox"/>	HSD Sheriff Recorder
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<u>Recommendation:</u>						
<u>Decision:</u>						

MEMORANDUM OF UNDERSTANDING

**Between
COUNTY OF HOUSTON
And
AFSCME COUNCIL 65**

Rehire to after Severance of Employment

This Memorandum of Understanding is entered into between the County of Houston (hereafter “County”) and AFSCME Council 65 (hereafter “Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereafter “Contract”);

WHEREAS, the County and the Union desire to establish an equitable return to employment policy and practice for qualified employees.

NOW, THEREFORE, the parties hereto agree as follows:

1. Qualified employees may receive a partial reinstatement of employment benefits subsequent to their return to employment.
2. A qualified employee is one who:
 - Left employment with Houston County in good status – not having been involuntarily terminated or resigned in lieu of termination; and
 - Successfully completed his/her applicable six (6) months (non-exempt status) twelve (12) months (exempt status) trial period prior to severance of their employment status; and
 - Has a gap in employment of 270 days or less – to be calculated from the first day following their last day of employment and includes their first day of re-employment inclusive of week-ends and holidays; and
 - Are applying for the same position and, if a Merit position, the same MN Human Services Merit classification.
3. A qualified returning employee shall accrue vacation one accrual rate level lower than the accrual rate they had prior to their severance of employment, not to be lower than 3.08 hours per pay period.
4. A qualified returning employee shall have any actual sick leave balance restored up to a maximum of 100 hours. Any restored hours shall not be included in any future severance pay out calculations.
5. A qualified returning employee must re-serve the relevant six (6) or twelve (12) months trial probationary work period required for the position.

6. Bargaining unit seniority will not accrue during the period of severance, i.e., it is frozen. Employees who are rehired within a 270 days of their previous employment with the County shall be credited with their prior bargaining unit seniority upon their rehire date.
7. Specific terms and/or conditions set forth in this Memorandum supersedes conflicting terms or provisions of the Contract; however, the Contract is controlling regarding the terms and conditions of employment provisions set forth therein which are not specifically addressed in this Memorandum.
8. The terms of this Memorandum shall be included in the next collective bargaining agreement negotiated by the parties.
9. This Memorandum of Understanding represents the full and complete understanding of the parties regarding this matter.

FOR THE UNION:

Mary Scoon, AFSCME Business Agent

Date: 06/ /19

Diane Schulze, AFSCME Local President

Date: 06/ /19

FOR THE COUNTY:

Teresa Walter, Board Chair

Date: 06/ /19

Jeff Babinski, Administrator

Date: 06/ /19

Theresa Arrick-Kruger, HR Director

Date: 06/ /19



HOUSTON COUNTY
Professional/Technical Service Agreement
CDL RANDOM SELECTION and TESTING

THIS Professional/Technical Service Agreement and supplements thereto ("CONTRACT"), is between the County of Houston, acting through its Board of Commissioners, (hereinafter "COUNTY"), and Mayo Clinic Health System - Franciscan Medical Center, Inc., a non-profit Corporation duly organized under Wisconsin law, (hereinafter "CONTRACTOR").

WHEREAS, COUNTY pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional services,

WHEREAS, COUNTY is in need of is in need of professional DOT drug random selection and testing and breath alcohol testing, and'

WHEREAS, CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this CONTRACT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this CONTRACT and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. TERM OF CONTRACT

This CONTRACT shall be effective on July 1, 2019 or upon the date the final required signature is obtained by COUNTY, whichever occurs later, and shall remain in effect until terminated pursuant to the provisions set forth in clause V. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

II. CONTRACTOR'S SCOPE OF WORK

The CONTRACTOR will perform DOT random drug selection and testing, and breath alcohol tests in compliance with the standards and requirements of the Federal Motor Carrier Safety Administration's regulations ("Services"). Services are set forth in the CONTRACTOR'S attached Schedule of Services attached as Exhibit A.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Compensation

As compensation for the Services furnished by CONTRACTOR, COUNTY shall pay CONTRACTOR the amounts set forth in Exhibit B. Compensation may be increased upon thirty (30) days written notice to COUNTY.

B. Terms of Payment

1. COUNTY agrees to pay one annual payment, at the beginning of each annual term within thirty (30) days of CONTRACTOR'S presentation of the annual invoice.
2. COUNTY agrees to pay for DOT drug screens and breadth alcohol test within thirty (30) days of CONTRACTOR'S presentation of invoices for the same.
3. All Services provided by the CONTRACTOR pursuant to this CONTRACT shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.
4. The parties agree that the compensation is consistent with fair market value in an arms-length transaction and was not determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties.

IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

A. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Theresa Arrick-Kruger
Address: 304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5822
E-Mail: Theresa.arrick-kruger@co.houston.mn.us

Such representative shall have final authority for acceptance of the CONTRACTOR'S Services and, if such Services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: David J. Kramer, Business Account Executive
Address: Business Health Services
Mayo Clinic Health System – Franciscan Medical Center, Inc.
630 S. 10th St.
La Crosse, WI 54601
Telephone: 608-769-7617
E-Mail: Kramer.David2@mayo.edu

V. TERMINATION

This CONTRACT may be terminated by COUNTY or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a termination, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed.

VI. ASSIGNMENT

This CONTRACT may not be assigned by either party without the prior written consent of the other party; provided, that CONTRACTOR may assign this CONTRACT without the prior written consent of the other party to any CONTRACTOR affiliate or other entity that controls, is controlled by or is under common control with CONTRACTOR. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this CONTRACT by its assignee.

VII. LIABILITY

Each party shall be liable for its own acts to the extent provided by law and hereby 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 attorney's 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 other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

VIII. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this CONTRACT. Further, nothing in this CONTRACT is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold from any amounts paid pursuant to this CONTRACT any sums for the payment of federal or state income taxes, FICA, FUTA or SUTA. Each party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the parties, each party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

IX. FORCE MAJEURE EVENT

In no event will either party be liable for failure to perform hereunder due to contingencies beyond the party's reasonable control.

X. INSURANCE REQUIREMENTS

Each party agrees to maintain appropriate professional liability and general liability insurance or self-insurance to cover any liability of the party and/or its employees arising out of any acts its employees may perform in connection with this CONTRACT, which shall have limits of no less than \$1,000,000 per claim and \$3,000,000 annual aggregate. If such insurance is written on a claims-made basis, each party will obtain, at its expense, an extended reporting endorsement upon termination of this CONTRACT which provides continuing coverage under such insurance for claims based upon acts or omissions and alleged acts or omissions during the term of this CONTRACT. Upon request, each party will provide the other party with proof of the insurance or self-insurance required under this section.

XI. WORKERS' COMPENSATION

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to Workers' Compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

XII. PUBLICITY

Neither party shall use the names or trademarks of the other party or any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. With regards to use of CONTRACTOR'S name, all requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least ten (10) business days prior to the date on which a response is needed. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this CONTRACT.

XIII. DATA DISCLOSURE

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This CONTRACT will not

be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

XIV. GOVERNMENT DATA PRACTICES ACT

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XV. ANTITRUST

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this CONTRACT resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVI. JURISDICTION

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota.

XVII. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, their successors in office or another authorized representative.

XVIII. AUDITS

Under Minn. Stat. § 16C.05, ~~S~~subd. 5, the CONTRACTOR'S books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

XIX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; XII., Publicity; ~~XI~~**VII.**, Data Disclosure; ~~XI~~**V.**, Government Data Practices Act; ~~XVII~~**I.**, Jurisdiction; and ~~XI~~**XII.**, Audits.

XX. MISCELLANEOUS

- A. It is not the purpose of this CONTRACT or the intent of the parties to induce or encourage the referral of patients, and there is no requirement under this CONTRACT or under any other CONTRACT between the parties that COUNTY refer patients to CONTRACTOR for products or services. No payment made under this CONTRACT is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.
- B. Non-Exclusivity. No part of this CONTRACT shall be construed as limiting either party from contracting with another person(s) or entity for the same or similar Services covered under this CONTRACT.
- C. Severability. In the event any provision of this CONTRACT is held to be invalid or unenforceable, the remainder of this CONTRACT shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the CONTRACT, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the CONTRACT.
- D. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this CONTRACT. The waiver by either party of any breach of any provision of this CONTRACT shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this CONTRACT may be waived except by the further written agreement of the parties.
- E. Compliance with Laws and Regulations. Both parties shall render all Services herein in accordance with applicable federal, state and local laws and regulations relative thereto.
- F. Entire CONTRACT. This CONTRACT constitutes the entire CONTRACT between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.
- G. Binding Effect. This CONTRACT shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

- H. Counterparts. This CONTRACT may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

APPROVED:

CONTRACTOR:

By: (authorized signature)
Title:
Date: June , 2019

HOUSTON COUNTY

By: (authorized signature)
Teresa Walter
Title: Board Chair
Date: June , 2019

By: (authorized signature)
Theressa Arrick-Kruger
Title: Human Resources Director
Date: June , 2019

APPROVED AS TO FORM AND EXECUTION:

By: (authorized signature)
Samuel Jandt
Title: Houston County Attorney
Date: June , 2019

EXHIBIT A

SCHEDULE OF SERVICES

DOT Drug Screen

Breath Alcohol Test

Exhibit B

FEES

Annual Base fee - \$87.00 per year at the beginning of the annual term

Drug Screen - \$55.00 per drug screen

Breath Alcohol Test - \$31.00 per breath alcohol test



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA “NEOGOV”)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:



HOUSTON COUNTY

Professional/Technical Service Agreement COMMERCIAL PESTICIDE APPLICATION

This Professional/Technical Service agreement and supplements thereto ("CONTRACT"), is between the County of Houston, acting through its Board of Commissioners, (hereinafter "COUNTY"), and Stantec Consulting Services Inc., a New York Corporation registered as a Foreign Business Corporation in Minnesota, an independent contractor (hereinafter "CONTRACTOR").

WHEREAS, the State of Minnesota is in need of local units of government to take measures to implement and maintain noxious weed control programs,

WHEREAS, COUNTY received funding through a State of Minnesota Grant Agreement, through its Minnesota Department of Agriculture under Article 1, Section 2; Subdivision 2(j) of the 2017 Laws of Minnesota and Minnesota Statute 18.90,

WHEREAS, COUNTY pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional services,

WHEREAS, COUNTY is in need for services for the control of Japanese hops along the Root River corridor,

WHEREAS, CONTRACTOR represents it is a duly qualified to perform licensed commercial pesticide applicator services and willing to perform the services set forth in this CONTRACT,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this CONTRACT and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. TERM OF CONTRACT

This CONTRACT shall be effective on July 1, 2019 or the date that all required signatures are obtained on the contract, whichever occurs later, and shall remain in effect until November 5, 2019, or until all obligations under the CONTRACT have been satisfactorily fulfilled, whichever occurs first unless terminated pursuant to the provisions set forth in clause V. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

II. CONTRACTOR'S SCOPE OF WORK RESPONSIBILITIES

The CONTRACTOR agrees to assume the CONTRACTOR'S responsibilities and perform the work product deliverables, set forth in the *Scope of the Work* requirements which are

to be completed as part of the Japanese Hops eradication project along approximately 32 River Miles of the Root River in Houston County, Minnesota, and attached as Exhibit A.

CONTRACTOR certifies that it will comply with the conditions of the applicable provisions of the State of Minnesota Grant Agreement SWIFT Contract Number 153784/ PO# 3000031078, attached as Exhibit B.

III. CONSIDERATION AND TERMS OF PAYMENT

A. Compensation

As compensation for the Services furnished by CONTRACTOR, COUNTY shall pay CONTRACTOR **SIX HUNDRED TWENTY FIVE dollars and no/100 (\$625.00) per River Mile** up to **TWENTY THOUSAND dollars and no/100 (\$20,000.00)**.

C. Terms of Payment

1. COUNTY agrees to pay CONTRACTOR payments after the Project Partners have inspected and approved the work completed by the CONTRACTOR and after all daily herbicide application datasheets are received by COUNTY and upon the CONTRACTOR'S presentation of an invoice.
2. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

A. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Amelia Meiners
Address: 304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5800
E-Mail: amelia.meiners@co.houston.mn.us

Such representative shall have final authority for acceptance of the CONTRACTOR'S Services and, if such Services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Paul Bockenstedt
Address: 2335 Highway 36 West
St. Paul, MN 55113-3819
Telephone: (651) 604-4812
E-Mail: Paul.Bockenstedt@stantec.com

V. TERMINATION

A. Contingency/Unavailability of Funding -

This CONTRACT is subject to the availability and provision of funding from the State of Minnesota acting through the Department of Agriculture, or other funding sources. COUNTY may immediately cancel the contract, or a portion of the services to be provided under the contract, if the funding for the services is no longer available to COUNTY. Upon receipt of COUNTY'S notice of cancellation of the contract, or of a portion of the services to be provided under the CONTRACT, the CONTRACTOR shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the CONTRACT or the portions of the CONTRACT for which funding has become unavailable.

B. Notwithstanding paragraph V.A. above, this CONTRACT may be terminated by COUNTY or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a termination, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed.

VI. ASSIGNMENT

This CONTRACT may not be assigned by either party without the prior written consent of the other party; provided, that CONTRACTOR may assign this CONTRACT without the prior written consent of the other party to any CONTRACTOR affiliate or other entity that controls, is controlled by or is under common control with CONTRACTOR. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this CONTRACT by its assignee.

VII. LIABILITY

CONTRACTOR'S employees and agents at all time remain under the direction and supervision of CONTRACTOR. COUNTY employees shall at all times remain under the direction and supervision of COUNTY. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby 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 attorney's 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 other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

VIII. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this CONTRACT. Further, nothing in this CONTRACT is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold from any amounts paid pursuant to this CONTRACT any sums for the payment of federal or state income taxes, FICA, FUTA or SUTA. Each party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the parties, each party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

IX. INSURANCE REQUIREMENTS

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes
-

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT. See Exhibit C.

X. FORCE MAJEURE EVENT

In no event will either party be liable for failure to perform hereunder due to contingencies beyond the party's reasonable control.

XI. WORKERS' COMPENSATION

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to Workers' Compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

XII. PUBLICITY

Neither party shall use the names or trademarks of the other party or any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. \The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this CONTRACT.

XIII. DATA DISCLOSURE

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This CONTRACT will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

XIV. GOVERNMENT DATA PRACTICES ACT

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XV. ANTITRUST

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this CONTRACT resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVI. JURISDICTION

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota.

XVII. AMENDMENTS

Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, their successors in office or another authorized representative.

XVIII. AUDITS

Under Minn. Stat. § 16C.05, Subd. 5, the CONTRACTOR'S books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

XIX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; XII., Publicity; XIII., Data Disclosure; XIV., Government Data Practices Act; XVI., Jurisdiction; and XIII., Audits.

XX. MISCELLANEOUS

- A. It is not the purpose of this CONTRACT or the intent of the parties to induce or encourage the referral of patients, and there is no requirement under this CONTRACT or under any other CONTRACT between the parties that COUNTY refer patients to CONTRACTOR for products or services. No payment made under this CONTRACT is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.
- B. Non-Exclusivity. No part of this CONTRACT shall be construed as limiting either party from contracting with another person(s) or entity for the same or similar Services covered under this CONTRACT.
- C. Severability. In the event any provision of this CONTRACT is held to be invalid or unenforceable, the remainder of this CONTRACT shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the CONTRACT, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the CONTRACT.
- D. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this CONTRACT. The waiver by either party of any breach of any provision of this CONTRACT shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this CONTRACT may be waived except by the further written agreement of the parties.

- E. Compliance with Laws and Regulations. Both parties shall render all Services herein in accordance with applicable federal, state and local laws and regulations relative thereto.
- F. Entire CONTRACT. This CONTRACT constitutes the entire CONTRACT between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.
- G. Binding Effect. This CONTRACT shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.
- H. Counterparts. This CONTRACT may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

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SIGNATURE PAGE FOLLOWS

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

APPROVED:

CONTRACTOR:

By: (authorized signature)
Title:
Date: July , 2019

HOUSTON COUNTY

By: (authorized signature)
Teresa Walter
Title: Board Chair
Date: June 25, 2019

By: (authorized signature)
Aaron Lacher
Title: Environmental Services Director
Date: June 25, 2019

APPROVED AS TO FORM AND EXECUTION:

By: (authorized signature)
Samuel Jandt
Title: Houston County Attorney
Date: July , 2019

EXHIBIT A

General Requirements for Japanese Hops

Eradication Specifications for the Root River

Project Location: Houston County, Root River

Project Lead: Amelia Meiners
Houston County Environmental Services
304 S. Marshall St., Room 209
Caledonia, MN 55921
(507) 725-5800
Amelia.meiners@co.houston.mn.us

Project Partners:	Mari Hardel	Christina Basch
	MN Dept. of Ag	MN Dept of Ag
	411 West First St.	3555 9 th St NW, Suite 350
	Duluth, MN 55802	Rochester, MN 55901
	(218) 328-4397	(507) 649-1949
	mari.hardel@state.mn.us	Christina.basch@state.mn.us

Project: Treatment of Japanese Hops along the banks of the Root River

Project Description: Houston County, in cooperation with the MN Departments of Natural Resources (DNR) and Agriculture (MDA), is seeking qualified Contractors to submit a bid for conducting Japanese hops (*Humulus japonicus*) herbicide treatment on the banks of the Root River from the Fillmore/Houston County (near Rushford, MN) to the confluence with the Mississippi River, approximately 32 river miles.

Japanese hops is an herbaceous annual vine that can grow up to 35 feet in a single growing season. The vines twine to climb adjacent vegetation and structures, and sprawl across open ground to form dense mats that can be several feet deep. Japanese hops is a prohibited noxious weed on the State eradicate list, which means all the above and below ground parts of the plant must be destroyed. As such, Houston County is trying to eradicate Japanese hops from the Houston County portion of the Root River corridor. Project partners have identified the furthest upstream population of Japanese hops on the Root River, which occurs in Preston, MN. Hops is found on both sides of the banks along the Root River from Rushford, MN to the Mississippi River, which is 32 river miles.

Project Roles: The funding unit for this project is Houston County, with Amelia Meiners as the Project Lead who will handle setting up the contract and paying invoices. The Project Partners, Mari Hardel and Christina Basch, will serve as the technical experts for the project. Their role is to address questions the Contractor may have regarding implementation of the project. They will also be the ones who check the Contractor's work before an invoice is paid.

Project timing: This project may begin as soon as Japanese hops is visible and has enough foliage exposed to allow for adequate foliar treatment. Actual start time will be based on weather and how fast the hops sprouts and starts growing, but an estimated start time is mid-May. The successful Contractor cannot start foliar treatment of hops prior to mid-May without prior approval by the Project Partners. Project progression can occur intermittently, and likely will have to if weather conditions for herbicide application are unfavorable.

The Root River is highly used for recreational purposes. During the summer, river activity by canoes, inner tubes, and small motorboats is significant and may create challenges for the Contractor. Ideally, herbicide application would occur during weekdays, rather than on weekends. However, it may be necessary to conduct the project on weekends and that is allowed for this project.

The Contractor must keep in mind river levels as the season progresses. Low water conditions can occur in July and August, making travel by boat challenging. The Contractor must plan project implementation such that river navigation is taken into consideration at different times of the year.

Equipment: The Contractor must have a small, flat-bottomed Jon boat, or equivalent, that can navigate varying water levels and current on the Root River. This boat must be stable enough to have a tank with water and herbicide on board. In addition to a Jon boat, the Contractor must

have a sprayer with a hose attachment and wand that will allow close treatment of hops on the river banks and on top of the banks. A minimum of a 50' hose attachment is recommended. Close treatment is necessary to reduce overspray and drift. Thorough hops treatment will require a person to get out of the boat and treat on top of the bank from land. Backpack sprayers may be desired for on-land treatment, but that is the Contractor's discretion. However, it is expected that the sprayer(s) will get out of the boat to treat hops further up the bank and onto adjacent land. Contractor must have all required personal protective equipment for conducting herbicide application and boat safety.

Invasive Species Prevention: Houston County requires active steps be taken by Contractors to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. Cleaning should include removal of seeds, vegetation, and soil from equipment and attachments. The Project Lead realizes it is impossible to eliminate all debris from equipment; however, the Contractor must make a concerted effort to remove as much debris and soil as possible. Cleaning can be done with a pressure washer, compressed air, leaf blower, broom, etc. If the equipment, vehicles, boat, sprayers, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, the Contractor may be required to remove all equipment from the site for adequate cleaning, or the Contractor may be required to clean all equipment, vehicles, boats, sprayers, and gear at a staging area before entering the project area. If the latter is required, the Contractor must dispose of material cleaned from equipment and clothing at a location determined by the Project Partners. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

Site Access: Site access is in multiple locations for boat landings on the Root River. A river map will be provided to the Contractor showing river miles, boat landings and other landmarks for navigating on the Root River. The boat landings on the Root River are lower maintenance accesses that have no paved ramps for launching a boat. However, most landings can accommodate a truck with boat on a trailer for loading and unloading.

All properties having Japanese hops on them are accessible primarily by river. While some sites may be accessible via land by going through private property, no arrangements have been made for this type of access. If a Contractor wishes to pursue land access, that is on his/her own time and cannot be billed as part of this project.

Invoices: Invoices may be submitted upon completion of each identified river stretch. In the event that there is not enough funding to cover an entire stretch, an invoice can be submitted upon completion of the number of river miles agreed upon once the bid is awarded. Project work must be inspected by Project Partners before payment will be released. Daily herbicide application records must be submitted with an invoice before payment will be released.

Because this project involves herbicide application, a minimum of one week must elapse from the treatment date to the inspection date before an invoice is paid. This timing should allow for adequate die down of the target vegetation so that the Project Partners can inspect the quality and impact of the herbicide application. This is an estimated timeframe and may extend beyond a week if the Project Partners do not see significant die down upon initial inspection. The Contractor may be asked to retreat missed areas before an invoice is paid.

Herbicide Application: The Contractor, and all employees working on this project, must have a valid Minnesota Commercial Applicator's license showing certification in categories A and F. Copies of valid licenses must be provided to the Project Lead before work may begin.

The Contractor must use an aquatic **non-glyphosate herbicide** for Japanese hops treatment such as Vastlan. The application rate must be a minimum of a 1 or 2% solution. A low volume sprayer must be used for this application rate. In addition to herbicide, the Contractor must also use a non-ionic surfactant, at a mixing rate of 1oz surfactant per 1 gallon of water. Surfactant application rate must not exceed 5% of the total solution. An aquatic version of triclopyr was chosen to minimize potential drift impact to agricultural crops, such as corn and soybeans. If the Contractor wishes to use a different herbicide or a different application rate, permission must be granted in writing by the Project Partners.

The Contractor shall add dye to the herbicide mixture so that coverage is visible by the applicator, and also the public. The dye shall be non-toxic to fish, amphibians, and reptiles. The Project Partners understand that dye may not be readily visible once dried.

The Contractor will apply the herbicide mixture at a rate that achieves coverage of foliage, but not to the point of runoff.

The Contractor must be aware of the rainfast times for the specific product being used. Herbicide application must not occur within the rainfast time prior to rainy weather. This means if the herbicide product takes two hours to dry and light rain is predicted to occur in less than two hours, no herbicide application should occur. In the event that rain does occur within the rainfast period for the product, the Contractor may be required to reapply herbicide. If this happens, reapplication is at the time and expense of the Contractor.

The Contractor must keep track of daily herbicide application rates and amounts. An application treatment data sheet is provided and is recommended for recording data. However, a Contractor may use his/her own datasheet, but must include the following information: target species, application date, site name, county, applicator(s) name, start and end times of treatment, number of river miles treated, temperature at start and end of treatment, wind speed at start and end of treatment, treatment method and equipment, herbicide name, mixture amount (how much herbicide mixed per gallon carrier), carrier, total amount of herbicide used that day. Application records must be submitted with an invoice before payment will be released.

The Contractor may refill tank with river water. The Contractor **MUST** use a bucket to refill the tank, and it is recommended the Contractor use a two-method system for straining debris from the water, to prevent damage to pump, i.e. screen and cotton material. The Contractor is **NOT**

allowed to use a syphon hose for refilling tank. If Contractor has another method for refilling tank, permission must be granted in writing by the Project Partners.

Neither Houston County, nor the State of Minnesota, is liable for damage caused to crops, or other real property, due to spray drift, improper herbicide application, or herbicide spills.

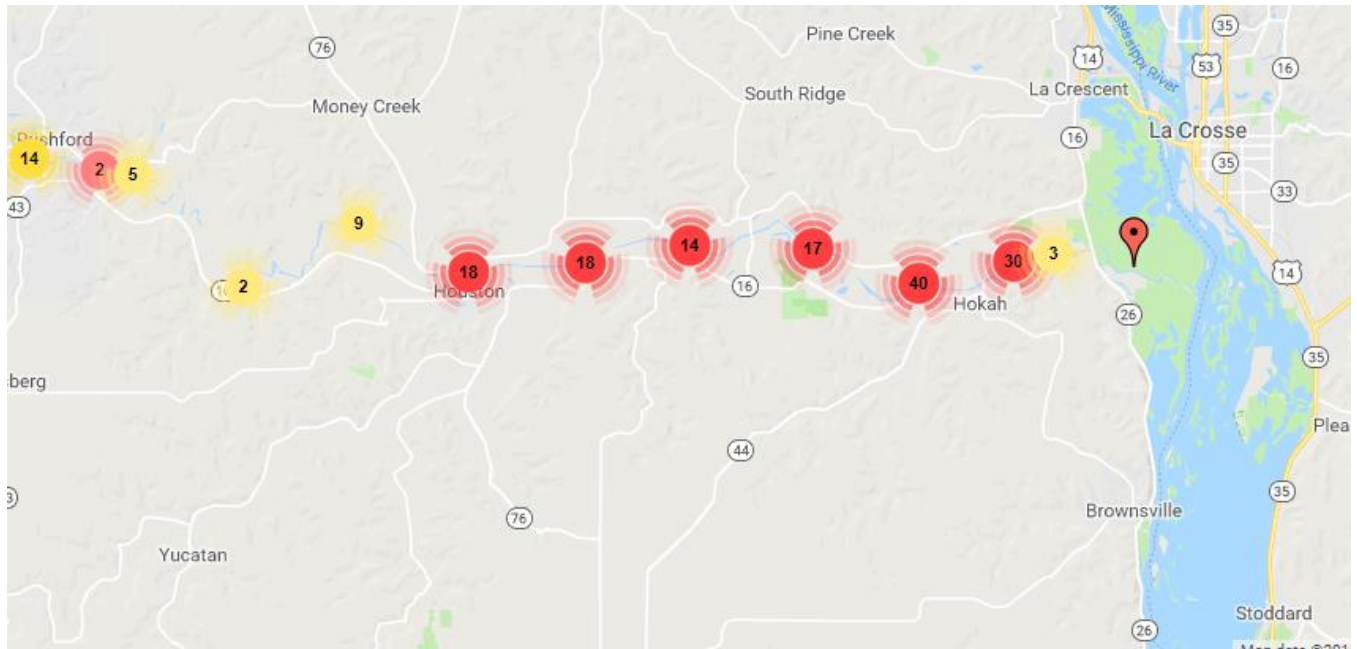
Contractor Requirements: Contractors must meet the following requirements in order to be considered for this project.

1. The Contractor must have completed a minimum of one aquatic herbicide application project that involved applying herbicide from a boat. The name, location, and brief description of the project along with a reference contact name and phone number must be submitted with the bid. Houston County reserves the right to reject a bidder based on lack of reference(s), or poor reference(s).
2. The Contractor, and employees, must be able to identify the target species, Japanese hops, and differentiate it from native look-alikes.
3. The Contractor must have a valid Minnesota Commercial Pesticide Applicator's License, showing certification in Category A and endorsement F for aquatic herbicide application. A copy of a valid MN license for all employees providing herbicide application must be submitted with the bid.
4. The Contractor must be able to keep daily records of herbicide application as described in this solicitation, and preferably using the form provided.

The Contractor may not contract with third parties for the performance of any obligations under this solicitation without written approval from the Project Partners.

Scope of Work: The project involves eradication of Japanese hops from the banks of the Root River in Houston County. Japanese hops occurs on both banks of the Root River and on land adjacent to the river banks. While the density of hops along the river varies, it is present from the Fillmore/Houston County line to its confluence with the Mississippi River. Project Partners conducted an assessment of the Japanese hops along the Root River in 2017. A map showing the entire 32 miles is included below. Japanese hops is relatively easy to kill, but seed stays viable in the soil for at least three years. Thus, any stretch shown not to have hops in 2017 likely will have new hops occurring in 2018. As a result, the Contractor must start the project just east of Rushford, beginning at river mile 32. The Contractor should make note of stretches that don't have hops as proof of evaluation by taking GPS points at the beginning and end of the stretch evaluated.

Map showing Japanese hops density along the banks of the Root River from the Fillmore County line to the confluence of the Mississippi. The following maps have been taken from EDDMaps and so the red dots indicate positive identifications and the yellow dots indicate areas that have been treated.



The river has been divided into three stretches for bidding and project management purposes. The stretches are as follows:

1. Stretch 1 is from the county line near Rushford, at river mile 32, to the State 76 access, near river mile 18.6, by Houston. There is not an access at the county line, so the Contractor will have to travel downstream from the access just west of Rushford. This stretch consists of 13.4 miles.
2. Stretch 2 is from river mile 18.6 at the 76 bridge to the Hokah access around river mile 6.6. This stretch consists of 12.0 river miles.
3. Stretch 3 is from the Hokah access to the confluence of the Mississippi. This consists of 6.6 miles. Depending upon fuel needs there are DNR ramps in both Brownsville and La Crescent.
- 4.

A Root River map will be provided to the Contractor prior to starting the project. This map has the river miles indicated along with boat accesses, other amenities, and hazards.

There is Japanese hops around the parking lot for the Hwy 16 boat access as well as at the Rushford boat access parking lot. The Contractor does NOT need to treat Japanese hops that occurs around these parking areas. The Contractor is expected to focus treatment on the river banks and up on top of the banks – these are sites most easily accessed by boat. Hops occurring along the Root River Trail and boat access parking lots will be treated by a land-based crew.

Root River Stretch 1: River mile 32 to 18.6, for a total of 13.4 miles



The Contractor must start at river mile 32. There is a boat access at river mile ##, west of Rushford, as indicated on the above map. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the entire Main Branch of the Root River, and goes to river mile 18.6. The take out point is the Hwy 76 boat access.

This stretch will require two treatment applications. One application should occur in mid-May to early June when plants are just emerging, but have grown enough to allow for adequate foliar herbicide application. If plants are not fully emerged, there will not be enough leaf surface area to allow for good control/kill with herbicide.

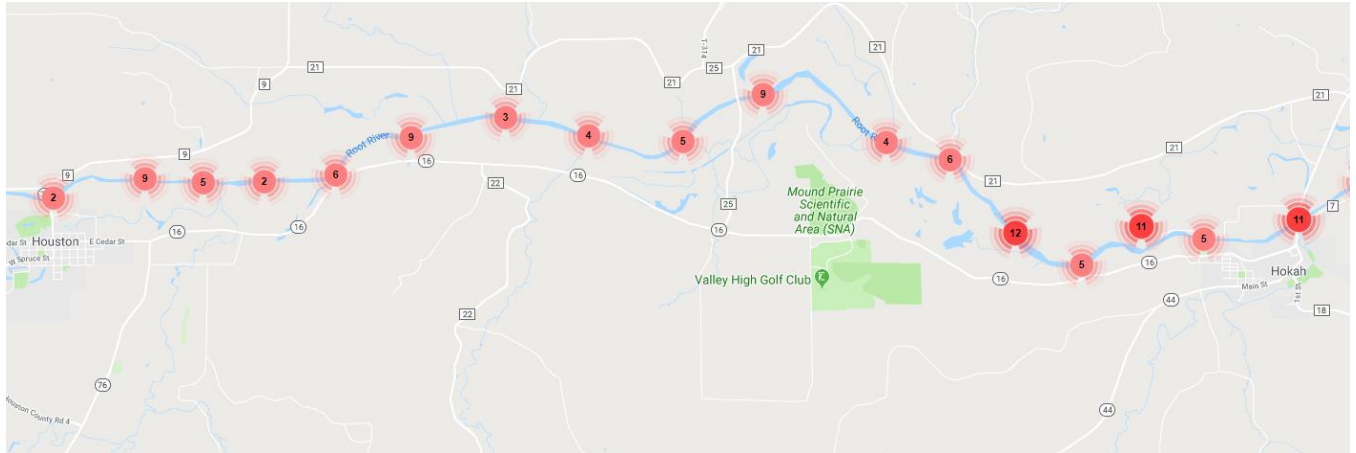
The second hops treatment should occur a minimum of one month after the initial treatment. The goal with the second treatment is to hit any missed areas, and also any new growth. This timeframe may be altered if new growth occurs more rapidly than one month, but that will be determined by Project Partners.

******Japanese hops starts flowering in mid to late summer. Thus, all treatments must be conducted before flowering is completed and seed starts to develop. We don't want any hops plants going to seed.

Suggested treatment timing:

1. First application in mid-May to early June.
2. Second application in early to mid-July.

Root River Stretch 2: River mile 18.6 to mile 6.6, for a total of 12 miles



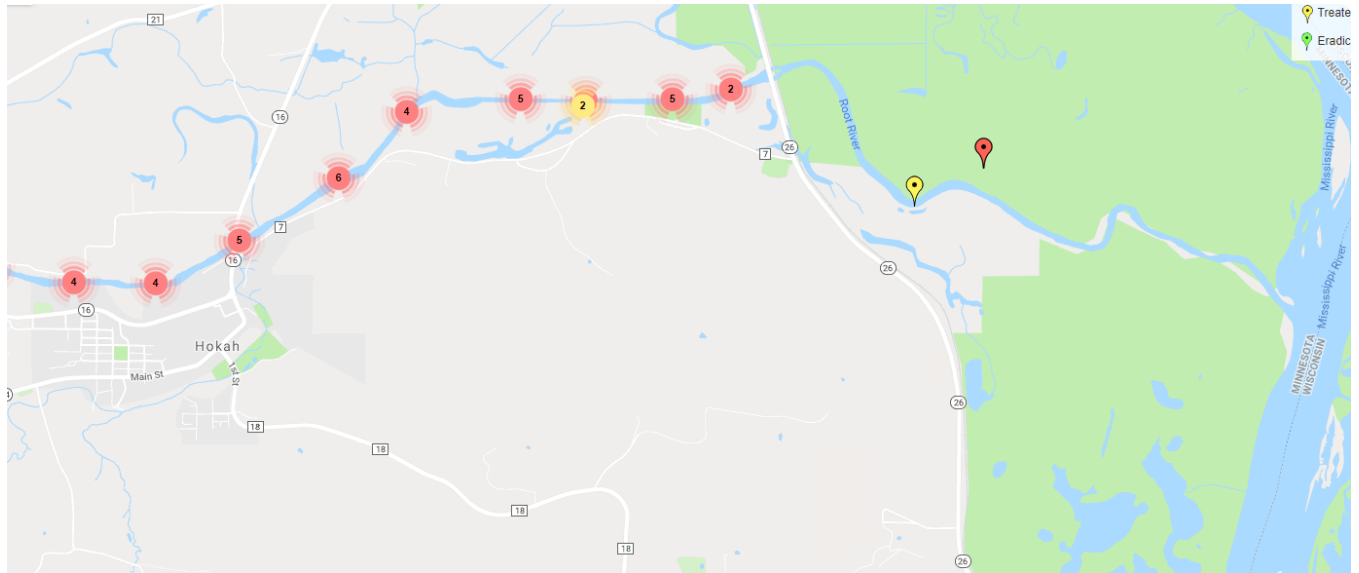
This stretch begins at the Hwy 76 boat access, which is just upstream of river mile 18. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the Main Branch of the Root River, to the Hokah access at river mile 6.6.

If costs allow, this stretch would also be treated twice in the season following the same protocol as for Stretch 1. However, in anticipation that there will not be enough funds, or time to conduct two treatments on Stretch 1, these specifications provide guidelines for one application. Determination if one or two treatments will be possible for this stretch will occur once bids come in and available funding is evaluated.

For a single herbicide application, the Contractor should apply herbicide to Japanese hops in mid-July. The goal with a later initial application is to hit the hops just prior to flowering. This will allow for the vines to die back and not go to seed. It will also be late enough in the season that new growth will not have enough time to develop viable seed. Thus, the ultimate goal with one application is to kill existing plants and prevent any new seed from being deposited.

Suggested treatment timing: mid to late July.

Root River Stretch 3: River mile 6.6 to mile 0, for a total of 6.6 miles



This stretch begins at the Hokah boat access, which is river mile 6.6. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the Main Branch of the Root River, from the Hokah access at river mile 6.6, to its confluence with the Mississippi River. There is only a carry-in boat access on the Root River near the confluence. However, there are DNR landings in La Crescent and Brownsville on the Mississippi River if you believe it's feasible to use those. Otherwise, it is suggested that the Contractor travel back upstream to the Hokah boat access for loading.

If costs allow, this stretch would also be treated twice in the season following the same protocol as for Stretch 1. However, in anticipation that there will not be enough funds, or time to conduct two treatments on Stretch 1, these specifications provide guidelines for one application. Determination if one or two treatments will be possible for this stretch will occur once bids come in and available funding is evaluated.

For a single herbicide application, the Contractor should apply herbicide to Japanese hops in mid to late-July. The goal with a later initial application is to hit the hops just prior to flowering. This will allow for the vines to die back and not go to seed. It will also be late enough in the season that new growth will not have enough time to develop viable seed. Thus, the ultimate goal with one application is to kill existing plants and prevent any new seed from being deposited.

Suggested treatment timing: mid to late July.

Description of Japanese hops



- Japanese hops are herbaceous annual vines that can grow up to 35 feet in a single growing season. They twine to climb adjacent vegetation and structures and sprawl across open ground to form dense mats several feet deep.
- Leaves have toothed edges and 5-7 lobes arranged palmately. They are opposite and approximately 2-6 inches long. Stems and leaves have hooked hairs. There are distinct bracts where the leaf petioles attach to the stem.
- There are separate male and female plants. Both are greenish and produce flowers with five petals. Male flowers are arranged in airy cone-shaped clusters (panicles). Female flowers are arranged in short spikes. Japanese hops flowers in mid-late summer followed by seed production.
- Common hops (*H. lupulus*) is similar but has more rounded leaves with 0-5 lobes and is perennial. Sometimes bur cucumber (*Sicyos angulatus*) and wild cucumber (*Echinocystis lobata*) are mistaken for Japanese hops, but can be distinguished because they do not have hooked, downward-pointing hairs on the leaves and stems and have tendrils on the stem. Woodbine (*Parthenocissus vitacea*) and Virginia Creeper (*P. quinquefolia*) can be differentiated from J. hops in that J. hops

does not produce berries like woodbine and V. creeper, and J. hops leaves are simple and not alternate and palmately compound like woodbine and V. creeper.

- For more information on identification, please see University of Wisconsin Extension's helpful YouTube video [Japanese Hop, identification of the Wisconsin invasive species Humulus japonicus](#).
- Photos of Japanese hops can be viewed at the following website:

<http://www.mda.state.mn.us/plants/pestmanagement/weedcontrol/noxiouslist/japanesehops.aspx>

Exhibit B

State of Minnesota Grant Agreement

SWIFT Contract Number 153784 / PO# 3000031078

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH.		Date contract is needed for vendor's signature	
<i>*Please, allow 5 - 7 business days for F&B processing. For RUSH requests, complete boxes above. You will be notified of any unusual delay if unavoidable circumstances arise. Thank you.</i>			
ORG: 112		SWIFT CONTRACT NO: 153784	
TYPE: GRANT		PO NUMBER: 3000031078	
MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME) EMILIE JUSTEN, 651-201-6360		<div style="border: 1px solid blue; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> <div style="font-size: 10px; margin-right: 5px;">DS</div> </div>	
Date Funding String & contract template were reviewed and approved by Division's Senior Accounting Officer			
AGENCY: B0401	FISCAL YEAR: FY19	SWIFT VENDOR NUMBER: 0000197295	
TOTAL AMOUNT:\$ 20000	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 7	
	ACCOUNT CODE: 441322	SWIFT VENDOR ADDRESS: 1	
LAWS OF: MN Statues 41A.12			

	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
	FISCAL YEAR: FY19	FISCAL YEAR:	FISCAL YEAR:
	FUND: 2018	FUND:	FUND:
	DEPT ID: B0431222	DEPT ID:	DEPT ID:
	APPROP ID: B042A22	APPROP ID:	APPROP ID:
NEEDED FOR FEDERAL GRANTS	PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
	PROJECT ID:	PROJECT ID:	PROJECT ID:
	ACTIVITY:	ACTIVITY:	ACTIVITY:
	SOURCE:	SOURCE:	SOURCE:
	AMOUNT: \$20000	AMOUNT:	AMOUNT:

CONTRACT START DATE 03/01/2019
CONTRACT END DATE 12/01/2019

CONTRACT NAME & ADDRESS Houston County- Amelia Meiners
304 South Marshall Street
Caledonia, MN 55921

F&B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED	FAIL: _____	PASS: _____	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE DATE: _____ INITIAL: _____
RECORDED ON BUYER'S SS: _____	DOCUSIGN: _____		
OK TO DISPATCH	NO: _____	YES: _____	
NOTES:			

OK TO CLOSE: DATE: _____ INITIAL: _____ DATE: _____ INITIAL: _____

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Agriculture. ("STATE") and Houston County, Amelia Meiners, 304 South Marshall Street, Caledonia, MN 55921 ("GRANTEE").

1. Under Article 1, Section 2; Subdivision 2(j) of the 2017 Laws of Minnesota and Minnesota Statute 18.90 the State is empowered to enter into this grant.
2. The State is in need of local units of government to take measures to implement and maintain noxious weed control programs within their jurisdictions.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

March 1, 2019, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 *Expiration date:*

December 1, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

- Satisfactorily perform all of the duties listed in Appendix A, which is incorporated into this agreement and made part of this contract.
- Supply the State with receipts, paid invoices, payroll records, processed/cancelled checks or other proof of payment relating to all duties listed in Appendix A for on or after 3/1/2019 and on or before the expiration date. Only expenses incurred during this period are eligible for reimbursement. Failure to complete all duties as listed in Appendix A OR submission of receipts, accurately proving payment dates WILL disqualify Grantee from final distribution of grant funds for this contract's effective date and WILL require the Grantee to reimburse the state for any grant funds provided up-front. Grantee also agrees that funds are only spent in accordance with this grant agreement

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

DS
DS

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) *Compensation*

The Grantee will be paid \$ 15000 up-front to complete duties outlined in Appendix A, upon completion of the necessary signatures.

The Grantee will also be paid \$ 5000, upon completion of all duties and proof that work was performed to the State's satisfaction as outlined in Appendix A, which is incorporated into this agreement and made part of this contract.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$ 0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater

amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$20,000.

4.2 Payment

(a) Invoices

The State will distribute 75% of the total obligation upon execution of the grant contract and will promptly pay the Grantee the remaining 25% of funds after the Grantee presents a final project report with an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices and proof of all expenses paid and supporting documentation must be submitted timely and according to the following schedule: All related documents must be received by 12/1/2019. Final payment to the subrecipient will be paid when the State's Authorized Representative determines that the grantee has satisfactorily fulfilled all the terms of this agreement. If the State's Authorized Representative determines that the grantee has used funds distributed up-front inappropriately, the grantee WILL reimburse the State for those expenses.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)*** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Emilie Justen, Noxious Weed Law Coordinator, 625 Robert St. N, St. Paul, MN 55155, 651-201-6360, Emilie.justen@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Amelia Meiners, Houston County, 304 South Marshall Street,

Caledonia, MN 55921, 507-725-5800, amelia.meiners@co.houston.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 *Assignment*

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 *Amendments*

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative

Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 *Intellectual Property Rights*

- Joint of Ownership of Intellectual Property Rights

A. **INTELLECTUAL PROPERTY RIGHTS:** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the GRANTEE and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "DOCUMENTS" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the STATE and the GRANTEE in the WORKS and

DOCUMENTS shall equal the ratio of each party's contributions to the total costs described in the Budget of this Contract, except that the STATE's ownership interest in the WORKS and

DOCUMENTS shall not be less than fifty percent (50%). The party's ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute

all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.

B. OBLIGATIONS:

1. NOTIFICATION: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and contractors, in the performance of this Contract, the GRANTEE shall immediately give the STATE's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the GRANTEE and the STATE, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the STATE.

2. REPRESENTATION: The GRANTEE shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole property of the STATE, and that no GRANTEE employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The GRANTEE represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others.

The GRANTEE shall indemnify, defend, and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE shall, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.

C. USES OF THE WORKS AND DOCUMENTS: The STATE and GRANTEE shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development,

manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.

- D. POSSESSION OF DOCUMENTS: The DOCUMENTS may remain in the possession of the GRANTEE. The STATE may inspect any of the DOCUMENTS at any reasonable time. The GRANTEE shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.

SUITABILITY: The rights and duties of the STATE and the GRANTEE, provided for above, shall survive the expiration or cancellation of this Contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of

Minnesota, including on the grantee's website when practicable. 12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

By:

DocuSigned by:

Linda Rowley

Signed: 2/28/2019

Date:

153784

SWIFT Contract/PO No(s). 3000031078

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

DocuSigned by:

J. J. Baker

By: B0D7CFF45E1B41B...

Title: County Administrator

3/22/2019

Date:

By:

Title: Date:

3. STATE AGENCY

DocuSigned by:

Whitney Place

(with delegated authority)

Assistant Commissioner

3/25/2019

Title:

Date:

2. GRANTEE

Distribution:

State's Authorized Representative

Agency Grantee

Appendix A

Duties:

1. Houston County will host two field days/workshops for stakeholders, issue press releases, and send mailings to landowners about Japanese hops along the Root River.
2. Will hire private applicator to treat Japanese hops along the Root River, both by water and by land where permission has been granted.
3. Will buy advertising to promote two field days/workshops and other educational events; make direct contacts with township and county road maintenance staff and landowners along the Root River; provide educational materials on Japanese hops at workshops and field days.

Budget:

Category	Amount	In-kind
Personnel		\$700
Educational materials	\$500	\$1,600
Private applicator contract	\$18,500	\$14,000
Advertising for educational events	\$1,000	\$700
Total	\$20,000	

Exhibit C
INSURANCE ACORD

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: June 17, 2019 for the June 25, 2019 Board Meeting

Person requesting appointment with County Board: Amelia Meiners

Issue:

Approval of contract for Stantec Consulting Services to complete Japanese hops work on the Root River.

Attachments/Documentation for the Board's Review:

Contract

Justification:

Action Requested:

Approve and sign contract.

For County Use Only			
<u>Reviewed by:</u>	<u> </u> County Auditor	<u> </u> County Attorney	<u> </u> Zoning Administrator
	<u> </u> Finance Director	<u> </u> County Engineer	<u> </u> Environmental Services
	<u> </u> IS Director	<u> </u> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**VESTA® NEXT PORTFOLIO
MASTER SERVICE AGREEMENT**

This Master Service Agreement (hereinafter "MSA") is made as of _____, 2019 (hereinafter "Effective Date") between Houston County Sheriff's Office, with its principal place of business located at 304 S. Marshall St., Caledonia, MN 55921 (hereinafter "Customer") and Vesta Solutions, Inc., a California corporation, with offices at 42555 Rio Nedo, Temecula, CA 92590 (hereinafter "Vesta Solutions").

Recitals

WHEREAS, Vesta Solutions 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 Vesta Solutions;

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 Vesta Solutions 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 Vesta Solutions, 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. Vesta Solutions 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 Vesta Solutions' 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 Vesta Solutions applicable Tariff at <http://www.vestapublicsafety.com/misc/tariffs.php>. Vesta Solutions 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 Vesta Solutions makes any changes to the applicable Tariff (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Vesta Solutions 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, Vesta Solutions 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.

5. Rates and Charges; Governmental Charges; Taxes and 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 after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this MSA, Customer and Vesta Solutions 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 Vesta Solutions (if any); (b) Governmental Charges (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Vesta Solutions 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. Vesta Solutions may add or adjust rates, charges, and fees in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to third parties in support of statutory or regulatory programs ("Governmental Charges"). Unless otherwise specified, prices in any SOA do not include applicable federal, state, or local sales tax, transportation tax, or other tax or fees required to be imposed upon the items ordered by reason of their sale or delivery. Such tax, if any, shall be charged and listed as separate items on the invoice unless Customer furnishes Vesta Solutions applicable tax-exemption certificates.

6. Payment. Invoicing and payment shall be made in accordance with the applicable SOA. Vesta Solutions 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. 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.

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 31st 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 Vesta Solutions that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Vesta Solutions 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, Vesta Solutions 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) Vesta Solutions terminates this MSA for Cause (as provided in **Section 8(A)**), then Customer shall pay to Vesta Solutions, 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 Vesta Solutions 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, Vesta Solutions shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

10. Notice of Service Interruption or Disconnection. Vesta Solutions shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Vesta Solutions may interrupt Service with notice as necessary to protect the security and proper operation of Vesta Solutions' 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 Vesta Solutions 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 Vesta Solutions 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 Services incurred through the date of termination, and reimburse all unrecovered, non-recurring charges.

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 VESTA SOLUTIONS' PRIVACY POLICY (AS PROVIDED IN [HTTP://WWW.VESTAPUBLICSAFETY.COM/](http://www.VESTAPUBLICSAFETY.COM/)) AND INCORPORATED HEREIN, VESTA SOLUTIONS HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY VESTA SOLUTIONS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

13. Limitation of Liability. IN NO EVENT SHALL VESTA SOLUTIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED CUSTOMER'S MONTHLY RECURRING CHARGES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, WHICH COLLECTIVE TOTAL LIABILITY SHALL NOT EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES. IF CUSTOMER'S SERVICE IS INTERRUPTED, VESTA SOLUTIONS' 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 VESTA SOLUTIONS' LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL VESTA SOLUTIONS 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 VESTA SOLUTIONS' REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS, OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. VESTA SOLUTIONS IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO VESTA SOLUTIONS' 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. Vesta Solutions 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 Vesta Solutions, its employees, agents or sub-contractors; provided that Customer provides Vesta Solutions 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. Vesta Solutions-Provided and Owned Equipment. Any equipment provided and owned by Vesta Solutions 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 Vesta Solutions. The equipment shall remain in good condition, less normal wear and tear. Vesta Solutions 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 Vesta Solutions for the cost of any necessary

repairs or replacement of the equipment as determined by Vesta Solutions in its sole discretion. Customer shall provide Vesta Solutions reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Vesta Solutions does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Vesta Solutions requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Vesta Solutions 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 Vesta Solutions and ensuring such equipment is compatible with Vesta Solutions' 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 Vesta Solutions 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”). Vesta Solutions 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 Vesta Solutions and made available to Vesta Solutions solely by virtue of Customer’s relationship with Vesta Solutions. With Customer consent, Vesta Solutions 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 Vesta Solutions and its Affiliates. By signing this MSA, Customer consents to Vesta Solutions using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Vesta Solutions in writing at 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 Vesta Solutions. Customer’s refusal to consent shall not affect Vesta Solutions’ provision of Services to Customer.

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

17.2 Vesta Solutions may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Vesta Solutions 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 Vesta Solutions’ 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 Vesta Solutions, who have existing relationships on behalf of Customer with Vesta Solutions customer service, account, or other Vesta Solutions representatives and all other persons authorized in written notice(s) (including email) from Customer to Vesta Solutions. Authorized Customer Representatives shall remain such until Customer notifies Vesta Solutions 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 Vesta Solutions in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

17.4 Customer’s notices of authorization or deauthorization must be sent to Vesta Solutions, 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 Vesta Solutions shall comply with all applicable federal, state and local laws and regulations in providing the Services.

18.2 Vesta Solutions 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 Vesta Solutions is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Vesta Solutions Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Vesta Solutions 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 Vesta Solutions 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 Vesta Solutions 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 Vesta Solutions 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 Vesta Solutions:

Name: Vesta Solutions, Inc.

Address: 42555 Rio Nedo
Temecula, CA 92590

Attn: Legal Department

Tel: (951) 719-2100

Fax: (951) 296-2727

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 of the applicable Tariff 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, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding, both at trial and on appeal, in addition to any other relief to which the prevailing party may be entitled.

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, Vesta Solutions 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 Vesta Solutions.

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.

[Signature Page to Master Service Agreement Continues on Next Page]

[Continued Signature Page to Master Service Agreement From Previous Page]

CUSTOMER

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

VESTA SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

**MASTER SERVICE AGREEMENT
EXHIBIT A**

SERVICE SUPPORT PLAN

[To Be Inserted]

In January of 2018, I received notice from our current 911 system provider Independent Emergency Services - IES that our current 911 system was nearing its end of life and they would no longer be able to support it after 12/31/2019.

Around the same time the state of Minnesota deployed Text-To-911, allowing people to send a text message to dispatch centers. Our 911 system at the time and still currently is not able to handle Text-To-911 calls. At that time Olmsted County was setup to handle all Text-To-911 calls for the SE Region. Since then other counties have slowly been upgrading their 911 systems to be able to handle their own Text-To-911 calls. A number of counties in the SE Region are in the same situation as us with their current systems having an end of life date at the end of 2019. Olmsted County agreed to extend handling all Text-To-911 calls for the region at no cost through 2019. After that, counties will need to sign into an agreement with Olmsted County to continue handling their Text-To-911 calls for an undetermined amount or be able to handle their own Text-To-911 calls by upgrading their 911 systems.

In December of 2018 we received notice from our dispatch mapping vendor Geo-Comm that our dispatch mapping system would also reach its end of life on 12/31/2019.

Back when I received the notice that our 911 System was reaching its end of life I started looking into costs to replace it. I received quotes from two companies – IES and Zuercher. Around this time the SE Region formed a group to look into the possibility of regionalizing or sharing a 911 system. This group met and received demos from four different vendors – IES, Zuercher, Centurylink, and Motorola. All four vendors had systems that would be able to handle Text-To-911 calls. In May or 2019 the regional process came to an end without any agreement to move forward as a region. After the regional process I reached out to IES and Motorola for individual quotes. During this time I also had received a quote from Geo-Comm to replace our dispatch mapping system. The regional process included a purchase only option and when I sought individual quotes IES and Motorola were able to provide Hosted/Lease options.

Throughout this entire process I can say all vendors offered adequate systems for our needs, there were pros and cons to all. Throughout the negotiation process with IES and Motorola it became clear that Motorola was going to be the best option. They are offering a quality product at the lowest cost. A bonus in going with Motorola is the mapping product they offer with their 911 System is the same product Geo-Comm gave me a quote to replace our current mapping system. Even better is that the mapping product offered through Motorola is at a much lower cost that going direct with Geo-Comm and maintenance is included.

To wrap it all up I would recommend going with Motorola's Hosted/Lease option for the reasons I mentioned above.

Vesta Solutions Service Order Agreement No. 1

1. TERM OF SERVICE ORDER AGREEMENT

This Vesta Solutions Service Order Agreement ("SOA") shall commence on _____, 2019 (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 Master 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, but no earlier than August 31, 2019 ("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

Vesta Solutions 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 (<http://www.census.gov/popest/counties/>). 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: _____

Print Name: _____

Signed: _____

Title: _____ Date: _____

VESTA SOLUTIONS, INC.

Signed: _____

Print Name: _____

Title: _____ Date: _____

Vesta Solutions 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	
MILESTONES (Options)	Total Amount
1. Contract Execution – 100%	N/A
2. Contract Execution – 50% Installation Completion – 50%	N/A
3. Other (Agreed to by the Parties)	N/A
SUBTOTAL (NRC/ADVANCE PAYMENTS)	N/A

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

REGULATED SERVICES				
9-1-1 Emergency Services	Monthly Rate Per Person Served	Monthly Rate Total	Number of Months	Total Amount (Initial Term) 5 Years
<u>Transitional</u>				
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
<u>Geospatial</u>				
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
OPTIONAL SERVICES				
VESTA® Text-to-9-1-1 Delivery Service				N/A
VESTA® 9-1-1 as a Service				(see next page)
SUBTOTAL (MRC)				

TOTALS – NRC/ADVANCE PAYMENTS AND MRC	
SUBTOTAL – NRC/ADVANCE PAYMENTS	N/A
SUBTOTAL – MRC	N/A
TOTAL AMOUNT	N/A

Vesta Solutions 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. VESTA 9-1-1 Backroom (Per PSAP) - Contract Execution – 100%	\$10,000.00	1	\$10,000.00*
2. VESTA Local Survivability (Per PSAP) - Shipment of Equipment to PSAP – 100%			
3. VESTA 9-1-1 PSAP (Per Position) - Shipment of Equipment to PSAP – 100%	\$2500.00	2	\$5,000.00
4. VESTA CommandPOST (Per Position) - Shipment of Equipment to PSAP – 100%			
SUBTOTAL (NRC/ADVANCE PAYMENTS)			\$15,000.00

MONTHLY RECURRING CHARGES (MRC)

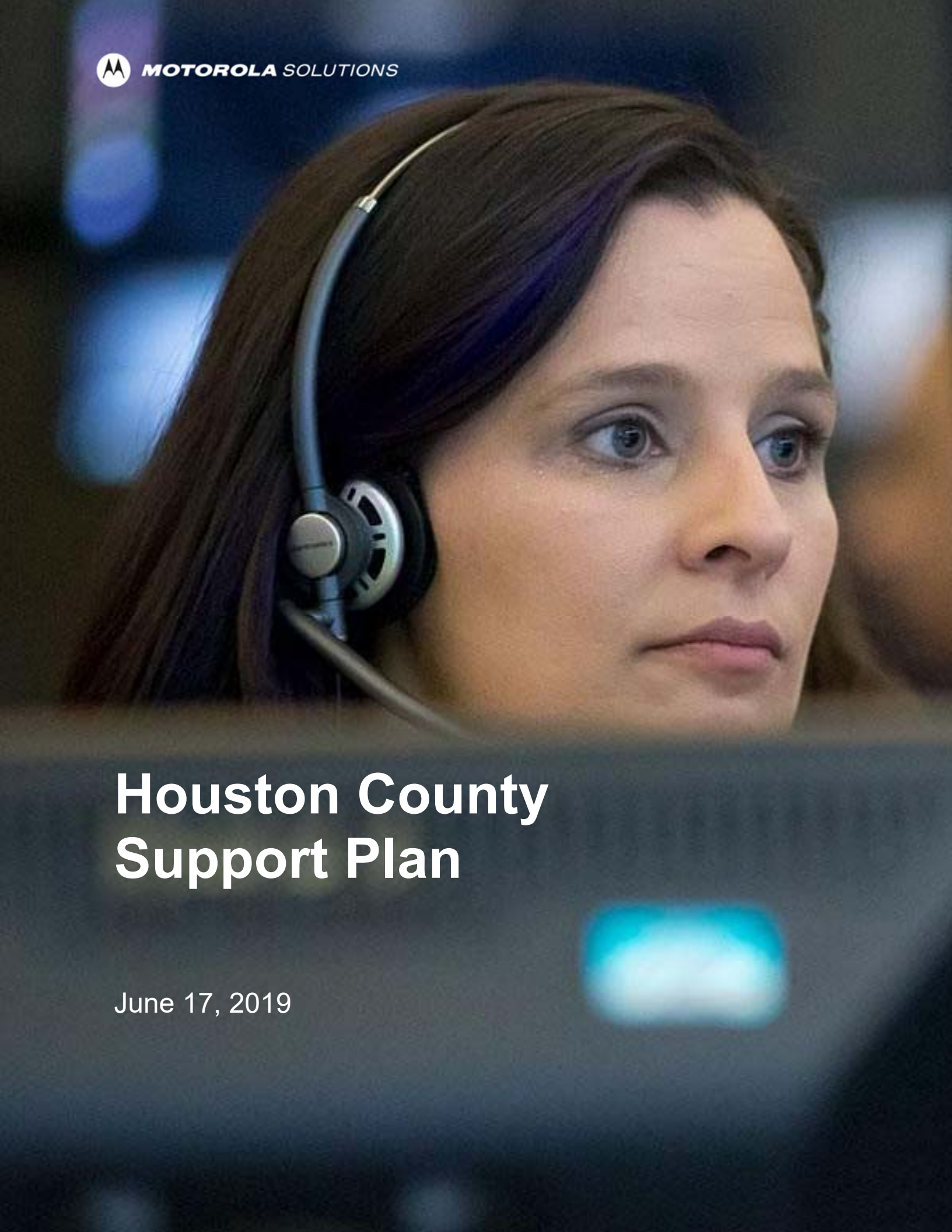
OPTIONAL SERVICES (VESTA 9-1-1 as a Service)	Monthly Rate Per Position	Number of Positions	Monthly Rate Total	Number of Months	Total Amount (Initial Term)
REQUIRED ITEMS					
VESTA 9-1-1 CPE	\$660.00	1	\$660.00	60	\$39,600.00
OPTIONAL ITEMS					
VESTA Local Survivability (per PSAP)					
VESTA Analytics	\$45.00	2	\$90.00	60	\$5,400.00
VESTA Map Local - Basic	\$70.00	2	\$140.00	60	\$8,400.00
VESTA Map Local - Premium					
VESTA Activity View					
VESTA Heads-Up Display					
VESTA Phone CommandPOST					
VESTA SIP					
VESTA 9-1-1 Dark/Backup Position	\$285.00	1	\$285.00	60	\$17,100.00
SUBTOTAL (MRC)					\$70,500.00
A LA CARTE ITEMS			Price/Item	Quantity	Total Amount
VESTA 9-1-1 Admin. Standard Training			\$4,262.00	1	\$4,262.00
VESTA 9-1-1 Admin. Complex Training					
VESTA 9-1-1 Agent Training			\$1,279.00	2	\$2,558.00
VESTA 9-1-1 Agent TTT					
VESTA Analytics Admin. Training			\$2,131.00	1	\$2,131.00
VESTA Activity View Training					
VESTA 9-1-1 SMS Admin. Delta training					
VESTA 9-1-1 SMS Agent Delta Training					
VESTA 9-1-1 SMS TTT Delta Training					
VESTA 9-1-1 SIP Phone Training					
VESTA Map Training			\$1,279.00	2	\$2,558.00
Cutover Coaching			\$2,131.00	1	\$2,131.00
Other - 2 nd Monitor for Map Display			\$251.00	2	\$502.00
SUBTOTAL (A La Carte)					\$14,142.00

TOTALS – NRC, MRC and A La Carte Items	
SUBTOTAL – NRC	\$15,000.00
SUBTOTAL – MRC	\$70,500.00
SUBTOTAL – A La Carte Items	\$14,142.00
*INCENTIVE (VESTA 9-1-1 Backroom NRC) – Customer provides executed contract prior to June 28, 2019.	(\$10,000.00)
TOTAL AMOUNT	\$89,642.00

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 2 PROPOSAL

[Insert Proposal]



Houston County Support Plan

June 17, 2019

QUICK CONTACTS

	SERVICE DESK
Phone	1-844-373-6427
Website	www.vestapublicsafety.com
Provide the following information:	<ol style="list-style-type: none"> 1. Site name 2. Your name 3. Your call back number 4. A brief description of the problem 5. Severity (Critical, High, Medium, Low)
	SERVICE MANAGER
Name	Gina Wilson
Phone	951.395.3466
Cellular	951.395.3466
Email	gina.wilson@motorolasolutions.com
	SERVICE MANAGER BACKUP
Name	Dale Whaley
Phone	951.719.2361
Cellular	951.595.5409
Email	dale.whaley@motorolasolutions.com

ESCALATIONS

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 CONTACT	
NSOC DAVE CATRON <i>Network Operations Manager</i> Office: 951.719.2188 / Mobile: 951.414.0377 Dave.Catron@motorolasolutions.com	
ON-SITE SUPPORT DAVE SULLIVAN <i>Technical Support Team Lead</i> Office: 951.719.2839 / Mobile: 951.378.2476 Dave.Sullivan@motorolasolutions.com	
TECHNICAL SUPPORT CHUCK FOSTER <i>Sr Manager, Technical Service Delivery</i> Office: 951.719.2835 / Mobile: 951.972.6797 Chuck.Foster@motorolasolutions.com	
SERVICE MANAGEMENT CATHY KURNAS <i>Sr Manager, Service Delivery & Technical Publications</i> Office: 951.719.2346 / Mobile: 951.553.5106 Cathy.Kurnas@motorolasolutions.com	
REPAIRS DIAN BLOMQUIST <i>Repair Technician</i> Office: 951.719.2217 Dian.Blomquist@motorolasolutions.com	
PROVISIONING BARRY PEPLINSKIE <i>Manager, Field Engineering and Provisioning</i> Office: 819. 931.2102 / Mobile: 613. 558.0801 Barry.Peplinskie@motorolasolutions.com	
	
	MARY WATHEN <i>Vice President of Operations</i> Office: 951.719.2407 / Mobile: 951-551.8397 Mary.Wathen@motorolasolutions.com

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1.0 SUPPORT PLAN SUMMARY

1.1 Introduction – Serving Our Customer’s Needs

This Support Plan has been tailored to your specific needs. Our Service Delivery Team is focused on the health, system performance, and reliability of the VESTA 9-1-1 solution. Your Service Manager maintains close and constant communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement.

Our goal is to build a service relationship you can trust and count on.

1.2 Service Management Overview – VESTA Services

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

- Service Manager
- Service Desk
- Customer Web Portal
- Network & Security Operations Center (NSOC)
- Technical Support Center
- Spares Management
- Support Engineers
- Preventive Maintenance

The Vesta Solutions Support Plan covers the following PSAP/Host locations.

Site ID	PSAP Name	Address	# of positions
104292	Houston County Sheriff's Office	304 S. Marshall Street Caledonia, MN 55921	2

2.0 SERVICE MANAGEMENT

2.1 Service Desk

The Vesta Solutions Service Desk is the central point of contact to report VESTA 9-1-1 incidents and submit change requests. Co-located with the Technical Support Center within the Network and Security Operations Center (NSOC), the Service Desk maintains a holistic view of your service delivery environment.

The Service Desk can be reached 24/7/365 to assist with your service needs via:

- Telephone: 844.373.6427
- MyVESTA® Services web portal
- Email: VestaNSOC@motorolasolutions.com
- NOTE: Critical and high priority incidents are not to be reported via email or the MyVESTA® Services web portal.

Product and system technical resources are ready to receive and take action on requests for service.

The Service Desk will:

- Open a case and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management to ensure timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

2.1.1 Reporting Incidents

The Service Desk is staffed with VESTA trained technicians who remotely access your VESTA 9-1-1 solutions to begin troubleshooting. For accurate reporting and case tracking it is a requirement that all VESTA 9-1-1 issues are reported to the Service Desk.

At a minimum, when reporting an incident using the toll-free number above, the Service Desk 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 (Severity)

Upon notification of the incident, the Service Desk will supply a case number for reference.

NOTE: For critical and high severities, the Service Desk will continue working with your personnel to begin troubleshooting. The Service Desk will notify the on-site technicians for engagement on the reported incident.

2.1.2 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	Target Response Time	Description	Examples	Communication to Customer
Critical 24/7/365	<ul style="list-style-type: none">➤ Within 15 minutes notification will be provided via a phone call➤ Within 2 hours support engineer will be on-site	The inability to receive or process 9-1-1 calls or loss of ALI	<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>	After the initial notification, hourly updates will be provided through restoral to a non-critical state.
High 24/7/365	<ul style="list-style-type: none">➤ Within 30 minutes, email notification will be provided➤ Within 4 hours support engineer will be on-site➤ Within 2 hours, notification will be made to designated personnel	<p>The loss of critical functionality or multiple components. Examples of multiple components are:</p> <ul style="list-style-type: none">• No LTR audio logging• Loss of critical redundancy• Loss of multiple positions	<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/Low 8 / 5 / Next Business Day (Excluding Holidays)	<ul style="list-style-type: none"> ➤ Within 8 hours of Medium/Low classification, the support engineer will address 7 a.m. to 5 p.m. local site time or next business day. ➤ NOTE: All Critical and High severities will be prioritized over any Medium/Low severity. 	The failure of a device/product that only impacts <ul style="list-style-type: none"> • A single component or position 	Minimal reduction of system operability or little to no effect on system operability and usability. The loss of a single workstation or failure of a workstation component such as keyboard or monitor.	As needed
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2.2 Service Manager

The Service Manager is assigned to work with you to support all aspects of your contracted services. Your Service Manager:

- Works with the NSOC, on-site engineers, Service Desk, Technical Support and Project Implementation teams, to oversee the delivery of services while ensuring agreed upon service levels are maintained.
- Works with you, the PSAPs, and the Service Team to establish and refine policies and procedures to ensure service performance is consistently delivered.
- Provides and reviews reports on service delivery and network performance metrics.
- Oversees the lifecycle of system & products supplying information regarding upgrades and updates.
- Serves as a point of escalation when service or support levels are not meeting expectations.
- Engages the appropriate resources, teams, and individuals to troubleshoot and facilitate the resolution of complex service issues.
- Serves as the liaison between you and our internal departments for escalated incidents.
- Provides timely and frequent informational updates about progress towards resolving incidents.

2.3 Customer Web Portal

The MyVESTA® Services portal is your interface into our Incident Management system. The portal provides you access to your reported cases as seen by our NSOC, on-site engineers, and management.

The portal provides the ability to:

- Create new cases, obtain status updates on existing cases, or supply additional information 24/7/365
- Query statistical data or export to Excel, CSV, or PDF formats
- To filter and sort by State, PSAP, priority, and more
- Submit or obtain status on service requests
- Identify scheduled events by viewing real-time status of delivery of scheduled events (e.g., change requests, service requests, and security patches).

-
- The portal also provides access into our Monitoring tool, where Customers are presented an interactive topology map using Green, Yellow and Red depictions for the status of a device. This helps both our NSOC and Customers quickly understand where problems may reside along with the impact to their environment.

2.4 Spare Parts

During the term of the Support Plan, Vesta Solutions provides spare equipment to facilitate rapid restoration of services in the event of a hardware failure.

- An inventory of spare components and parts necessary to keep the systems running properly for all PSAPs are kept in an agreed upon location to meet the designated service level objectives and to ensure there are no delays in obtaining replacement parts.
- The spare inventory is reviewed periodically to identify equipment and ensure the required stock is available.

3.0 SUPPORT ENGINEERS

3.1 Vesta Solutions Support Engineers

Vesta Solutions will provide support engineers available to respond to your various PSAP locations.

- The Support Engineers are trained in the products and systems including, but not limited to, VESTA 9-1-1 and VESTA Analytics
- For incidents that cannot be resolved remotely, Vesta Solutions will have local support engineers report onsite who will apply corrective measures to address any incidents
 - The support engineers will perform corrective actions and ensure break-fix requests are repaired in a timely and efficient manner
- The support engineer will perform preventative maintenance and any required on-site move, add, change requests
 - As part of routine maintenance, the support engineers will perform preventive maintenance tasks on the recommended schedule
- The local support resources will track and provide updates, via the Vesta Solutions ticketing system, on any requests made by onsite personnel
- To the fullest extent possible, in the event of force majeure or other malicious acts, the Vesta 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

3.2 Preventive Maintenance

As part of routine maintenance, the local support engineers will perform preventive maintenance checks based upon manufacturers' requirements at predetermined intervals.

- The schedule will be maintained by the Service Desk to ensure the VESTA 9-1-1 system is regularly maintained
- Monthly, Quarterly, or Annual preventive maintenance is completed based on manufacturers' recommendations to ensure optimal performance of the installed solution
- Documentation of completed Preventive Maintenance activities will be supplied for your records

Recommended routine maintenance at the host locations includes but is not limited to:

- Environmental – heat assessment and physical damage
- Hardware – physical review of equipment
- Software – review and update

3.3 Technical Support Center

The Technical Support Center is available 24 x 7 x 365 and can be reached via the Service Desk 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

3.3.1 Technical Support Escalation

In the event of a technical concern or if you feel we are not meeting our on-site service obligations, outlined below is our escalation process.

Technical Escalation – Technical Support Team Lead

Dave Sullivan

dave.sullivan@motorolasolutions.com

Office: 951.719.2839

Service Escalation – Service Manager

Gina Wilson

gina.wilson@motorolasolutions.com

Phone: 951.395.3466

4.0 NETWORK & SECURITY OPERATIONS CENTER

The NSOC monitors and provides on-going management of your system and works closely with the Service Desk.

The NSOC provides:

- Management of the full VESTA® Suite on a 24 x 7 x 365 basis
- Continuous remote monitoring of the performance and availability of the solution
- Virus protection and patch management
- Monitoring of throughput, latency, jitter and packet loss
- 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
- Automatic notification emails to designated contacts for certain classifications of incidents
- Firewall and SBC Monitoring / Management - IP Packet Security on the Ingress and Egress portions of the solution
- Intrusion Detection - User and Environmental Behavioral Analysis (UEBA) looks at patterns of human (user) behavior, and then apply algorithms to detect meaningful anomalies from those patterns
- Authentication, Authorization and Accounting (AAA) leveraged to ensure only those allowed access, are able to access while logging what they were doing while connected Disaster Recovery through the buildout of Failure Domains and system Backups

4.1 NSOC Escalation Process

In the event of a technical concern or if you feel we are not meeting our service obligations, outlined below is our escalation process.

Technical Escalation – NSOC Manager

Dave Catron

dave.catron@motorolasolutions.com

Office: 951.719.2188

Service Escalation – Service Manager

Gina Wilson

gina.wilson@motorolasolutions.com

Phone: 951.395.3466

5.0 CHANGE REQUESTS

5.1 Moves, Adds, and Change Requests

The Moves, Adds, and Change (MAC) service change request is coordinated through the Service Desk. The change is initiated by completing a Request for Change (RFC). The RFC is used to document requested service changes. Vesta Solutions technical staff will assess and identify potential impact, risk, timeline, and any costs (if applicable) associated with the hardware, or component, integration to additional systems/networks, etc.

The change management process ensures that all service change requests are properly documented, reviewed and approved by all stakeholders prior to implementation.

MAC requests require authorization by both Vesta Solutions and the PSAP.

The MAC process will be mutually agreed to but normally includes:

- Identification of the MAC changes requested by the PSAP.
- MAC requests will be completed using the defined change management process.
- Vesta Solutions will provide a clear statement of the requested scope of work, including responsible parties completing the request and the date and time the work has been coordinated with the Customer.
- All MACs must be authorized by a representative of each engaged party prior to the MAC work being started.
- Vesta Solutions will prepare a quote for the proposed out of scope changes (e.g. work to be completed afterhours, additional hardware, relocation of VESTA 9-1-1 equipment outside of the current PSAP, additional software or licenses).
- A purchase order is to be issued for out of scope work prior to work commencing.
- The MAC process is not the same as a change order (e.g. system expansion or customer requested reconfiguration) and is not to be treated as such.

5.2 Change Management Process

Vesta Solutions utilizes a detailed, ITIL based change management process to ensure standardized methods and procedures are followed for efficient and prompt handling of all changes. The change management process allows Vesta Solutions to avoid/minimize the impact of change-related incidents on service delivery, and prevent any disruption to your day-to-day operations.

A service change request follows the Vesta Solutions Change Management Process which includes the following steps:

- Create Service Request for Change
- Review and Assess Service Request for Change
- Develop Implementation Plan
- Identify Rollback Plan
- Change Approval
- Implement Change
- Test the Change
- Close Change/Rollback

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

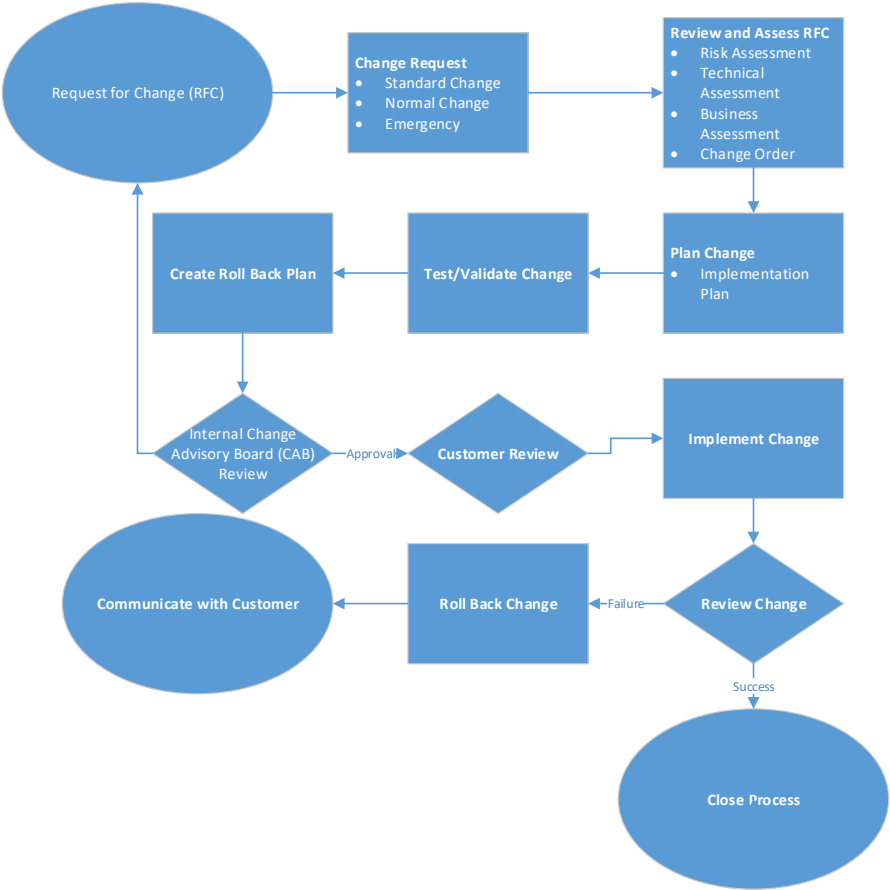


FIGURE 1 CHANGE MANAGEMENT PROCESS FLOW

6.0 SUMMARY

6.1 Summary

Our Support Plan includes the following key VESTA Services Elements:

- **Single point of contact** – A Service Manager who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- **Service Desk** – One place to report incidents and place requests. Reported incidents are correlated with alerts received from the NSOC for reduced root cause determination.
- **MyVESTA® Services Web Portal** – Enhanced access to case status and resolution details.
- **Preventive Maintenance** – Supporting optimal performance of the installed solution by performing periodic preventive maintenance reviews of the sites environment, hardware, and software.
- **Network & Security Operations Center** – Continuous monitoring and response of the VESTA solution as well as providing notification of critical and high alerts.
- **Technical Support Center** – Staffed with subject matter experts to handle escalated cases.
- **Local Support Engineers** – Skilled and certified support engineers who will provide resolution to trouble requests and complete MAC changes.

7.0 CONDITIONS AND EXCLUSIONS

7.1 Conditions

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

- On-site intervention requires the PSAP personnel to provide site access.
- Remote monitoring, troubleshooting, and restoration require that the PSAP provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The PSAP must operate hardware and software per its intended use per the Purchase Agreement between Vesta Solutions and the PSAP. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and / or damage equipment.

7.2 Exclusions

Vesta Solutions service and support obligations hereunder will not apply to any Vesta Solutions 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 the 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 the Customer or others, unless otherwise approved in writing by Vesta Solutions.
- Connection of another machine, device, application, or interface to Vesta Solutions supported equipment (hardware and/or software) by the Customer or others, which has caused damage to Vesta Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Vesta Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Vesta Solutions for use in the Customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Vesta Solutions written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Vesta Solutions software applications.

911 System Quotes

Company/Provider	Independent Emergency Services - IES	Motorola
Purchase + 5 years support	\$153,851.43	\$186,909
Purchase with mapping + 5 years support	\$168,938.69	\$211,356
Hosted/lease + 5 years support	\$116,760	\$62,100 + \$16,082 NRC = \$78,182*
Hosted/lease with mapping + 5 years support	\$133,080	\$70,500 + \$19,142 NRC = \$89,642*

*Quote reflects Motorola \$10,000 NRC agency fee waived up to June 28, 2019.

Mapping Costs

Company/Provider	Independent Emergency Services - IES	Motorola – uses Geo-Comm mapping	GEO- COMM
Mapping purchase + 5 years support	\$15,087.26	\$24,447	\$25,785
Mapping lease + 5 years support	\$16,320	\$8,400	N/A

Geo-Comm \$6,535 onetime upgrade cost + \$3,850 annual maintenance fees = \$25,785 over 5 years.

Motorola Hosted/Lease Option payment timeline

(Installation/cutover anticipated to be completed December 2019)

Due upon equipment shipment

- \$5,000 – VESTA 9-1-1 per position fee @ \$2,500 per position, non-recurring charge
- \$502 – 2nd monitor for mapping @ \$251 per position, non-recurring charge

Due upon delivery of training services & installation

- \$13,640 – training costs (standard, agent, admin, map, cutover coaching), non-recurring charge

Total non-recurring charges = \$19,142

Monthly recurring charges, commences upon cutover (December 2019)

- \$1,175 – VESTA 9-1-1 @ \$660, Backup position @ \$285, analytics @ \$45 per position, mapping @ \$70 per position

Total monthly recurring charges over 5 years = \$1,175 (\$70,500 over 5 years)



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION

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PH 507.455.3215 • FAX 507.455.2098 • smifoundation.org

June 2019

Michelle Quinn
Houston County
304 Marshall St S
Caledonia, MN 55921



Dear Ms. Quinn and County Board;

As a partner of Southern Minnesota Initiative Foundation (SMIF), you know the importance of early childhood education. In fact, it is estimated the return on investment for early childhood support is \$12 for every \$1 contributed.

We need to make sure our next generation is prepared for kindergarten, but also that our current workforce can continue. In the last 12 months, 87% of Minnesotans, aged 20-44, have participated in the workforce. With these high participation rates, access to quality child care is of critical importance to working families. When families can't find child care, they are unable to fully participate in the workforce and may eventually leave the area in pursuit of other opportunities.



Over 1,600 professionals have
attended the conference to date

108 out of the 175 communities in
SMIF's region have sent attendees



We need your support now more than ever to address the current childcare shortage of 8,616 licensed child care slots throughout SMIF's region. **One way you can help us now is by sponsoring the fifth annual Early Childhood Care Conference being held on October 26th at the Owatonna Senior High School.** This year, if you sponsor, you may get to select local professionals from your community to attend the conference free of charge.

At the conference, over 450 early childhood professionals will learn and network together. They will have the opportunity to receive six of their sixteen needed annual continuing education units through attending sessions personally selected for their educational needs.

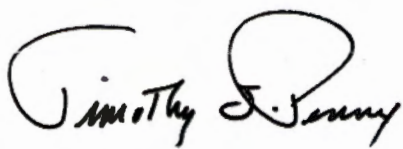
Collaborating for Regional Vitality



Child care is an economic driver for communities in greater Minnesota, and child care provider shortages have a dramatic impact on families and the local economy. By supporting this conference, you are supporting not only the youngest residents throughout the region, but also the businesses looking to find and retain qualified employees.

We need \$15,000 by July 15th to continue this conference and retain the top-notch quality presenters and resources that make this opportunity a success every year. I hope you will join me in investing in our most precious resource, our children and those who care for our children.

Looking forward to hearing from you,

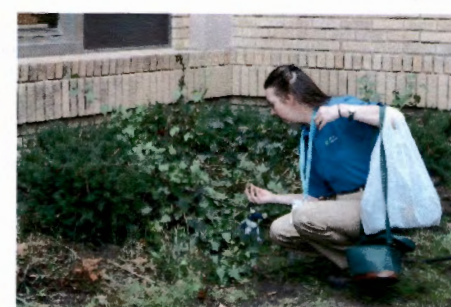


Tim Penny
SMIF President & CEO

Over 12,900 CEU's have been
accredited to conference attendees



"It's such a great conference! I love getting to be surrounded by a bunch of people excited about helping little children grow!" – 2018 attendee



5th annual

Early Childhood Care Conference

Owatonna High School

OCTOBER

26

2019



SOUTHERN MINNESOTA
INITIATIVE FOUNDATION



Keynote Sponsor – \$2,500



Name recognition on all promotional materials
Banner displayed (sponsor provides)
Verbal recognition throughout the conference with special call out during keynote speech
Prime complimentary exhibit space, registration for conference sessions and meals
Your selection of four childcare professionals to join you for the conference free of charge

Story Time Sponsor – \$2,000



Name recognition on all promotional materials
Banner displayed (sponsor provides)
Verbal recognition throughout the conference with special call out during morning welcome
Prime complimentary exhibit space, registration for conference sessions and meals
Your selection of three childcare professionals to join you for the conference free of charge

Building Blocks Sponsor – \$1,000



Name recognition on all promotional materials
Banner displayed (sponsor provides)
Verbal recognition throughout the conference
Prime complimentary exhibit space, registration for conference sessions and meals
Your selection of two childcare professionals to join you for the conference free of charge

Circle Time Sponsor – \$500



Name recognition on all promotional materials
Verbal recognition during conference
Complimentary exhibit space, registration for conference sessions and meals
Your selection of one childcare professional to join you for the conference free of charge

Session Sponsor – \$250

Name recognition on all promotional materials, including breakout session

Swag Sponsor – In-Kind Donation, value of \$100 or more

Name recognition on all promotional materials

Exhibitor Only – \$50, plus Door Prize valued at \$50 or more

Interested in sponsoring? Contact Alissa Oeltjenbruns at
alissao@smifoundation.org or 507.214.7023

