

ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS December 5, 2017 – BOARD AGENDA

Please note late start time

- 5:00** 1) **J. Mark Wedel, County Board Chairperson**
- A) Call to Order**
 - B) Pledge of Allegiance**
 - C) Board of Commissioners Meeting Procedure**
 - D) Approval of Agenda**
 - E) Citizens' Public Comment** – Comments from visitors must be informational in nature and not exceed (5) minutes per person. The County Board generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public Board meeting.
- 2) **Consent Agenda** – All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the items will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.
- A) Correspondence File November 28, 2017 – December 5, 2017**
 - B) Approve November 28, 2017 County Board Minutes**
 - C) Approve Motorola Services Agreement 2018**
 - D) Adopt Resolution: FY 2018 and 2019 State Snowmobile Safety Enforcement Grant**
 - E) Approve SSTS Inspection Contract with Downunder Inspections for 2018**
 - F) Adopt Resolution: 2018 Liquor License Renewals**
- 5:02** 3) **Jessica Seibert, County Administrator**
- A) Discussion: Elected Officials Salaries**
- 5:25** 4) **Kirk Peysar, County Auditor**
- A) Approve Election Equipment Grant Application**
- 5:35** 5) **Committee Updates**
- 5:55** **Adjourn**

The Aitkin County Board of Commissioners met this 28th day of November, 2017 at 9:02 a.m. with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Bill Pratt, Anne Marcotte, County Administrator Jessica Seibert and Administrative Assistant Sue Bingham.

Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to approve the November 28, 2017 agenda.

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
November 28, 2017**

Attendance

The Aitkin County Board of Commissioners met this 28th day of November, 2017 at 9:03 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Anne Marcotte, Don Niemi, and Bill Pratt. Others present included: County Administrator Jessica Seibert, Fiscal Supervisor Carli Goble, Public Health Supervisor Erin Melz, Social Services Supervisor-Children’s Services Jessi Schultz, Health & Human Services Administrative Assistant Shawn Speed, and Guests: Marlene Abear/H&HS Advisory Committee Member, Roberta Elvecrog/H&HS Advisory Committee Member, and Brielle Bredsten/Aitkin Independent Age.

Agenda

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve the November 28, 2017 Health & Human Services Board agenda.

Commissioner Wedel noted that there would be a presentation by Erin Melz during her talk on the Aitkin, Itasca, and Koochiching Community Health Board.

Minutes

Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried, all members voting yes to approve the October 24, 2017 Health and Human Services Board minutes.

Bills

Carli Goble, Accounting Technician, presented the bills to the board.

Question from Commissioner Marcotte on the monies we are paying to Anoka and St. Peter. Carli assured the Commissioner that she would get her that information and let the board know the details of those transactions.

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve the bills.

CHB Update

Erin Melz, Public Health Supervisor, went over her PowerPoint presentation on the formation of Community Health Boards (CHB), their history in the state, and the statutory requirements of the CHB’s.

CALL TO ORDER

**APPROVED
AGENDA**

**HEALTH & HUMAN
SERVICES BOARD**

Commissioner Marcotte asked how SCHSAC influences work at the State or Legislative level. Erin explained that there are several programmatic SCHSAC workgroups that are tasked with reviewing grant duties, funding and reporting elements. Additionally, SCHSAC assists with advising the State of successes and challenges at a local level as well as determining areas of legislative concern.

Commissioner Westerlund also commented on how much the SCHSAC committee does as she was our representative in the past.

Erin showed a short video highlighting the work of local Public Health.

Erin went over a CHB 101 Pamphlet that reviewed the 6 areas of Public Health responsibility, and the services or programs they provide to the citizens, communities, and state.

Commissioner Niemi asked about what they have found in relation to Radon in the county and Erin used her own personal experience with it to answer that it is spotty throughout the county and that it is the second leading cause of lung cancer after smoking, so it is a big problem, but it is invisible so no one thinks about it until they actually test for it and find it in their home. Mitigation costs can vary depending on if your basement is finished and the area available to install the system.

Commissioner Wedel asked about how grants are split up and how that is all decided. Erin answered that many have set percentages based on the population of each county when they come to the CHB so the CHB doesn't make the decision on how to split monies. Others are just based on identified county needs or planned activities and the three counties can negotiate together how those dollars are distributed. If there is monies left over after the designated county has used the grant money the CHB can redistribute that to the other two counties to use.

Approval of the AIKCHB Joint Powers Agreement Approval - Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to approve the AIKCHB Joint Powers Agreement.

Approval of the AIKCHB By-laws Approval - Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to approve the AIKCHB By-laws.

Approval of the AIKCHB Joint Powers Member Appointment - Motion by Commissioner Westerlund to appoint Ihleen Williams, seconded by Commissioner Marcotte and carried, all members voting yes to appoint Ihleen to the AIKCHB .

Approve agreement between ACH&HS and Dr. Donald Hughes, as the Public Health Medical Consultant - Motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve the agreement.

Health & Human Services Director Reports

Legislative Updates – In the Directors absence, Shawn Speed, Health & Human Services Administrative Assistant, reported that the priorities that have been discussed previously are still being pursued at the state level.

Re-Design Committee Update – Shawn Speed, also reported that the lobby area

had been painted and that they had picked out a flooring for the area that they hope to get installed soon. Also he noted that they had narrowed down the furniture options and hope to have that picked out in the near future.

Financial Reports

Carli Goble reviewed the financial statement for the board-

- 1) We are on budget overall.
- 2) Foster Care still a high cost.
- 3) Budget may look skewed as they are running checks this week due to the holiday last week.

Committee Reports

H&HS Advisory Committee – Commissioner Westerlund and/or Pratt

Committee members Marlene Abear and Roberta Elvecrog provided details of their last meeting, held November 1, 2017. Was a good meeting, minutes are attached.

NEMOJT Update – Commissioner Niemi

Opportunity for people to rehabilitate their homes in Wagner and Williams townships and receive a loan for up to \$22,000. People have to agree to live in the home for at least 8 years and loan would be forgiven, otherwise the amount due would be prorated. Will be getting word out to people about this opportunity.

ARDC Update – Commissioner Niemi

Passed out a new ARDC newsletter, first time for newsletter, that concentrated its information on important items the ARDC has helped with in Aitkin Count

Next Meeting – December 19, 2017

Break: 10:05 a.m. to 10:21 a.m.

Tiffany Stenglein, representative with Congressman Rick Nolan’s Office out of Brainerd, introduced herself to the Board.

Motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: November 14, 2017 to November 27, 2017; B) Approve County Board Minutes: November 14, 2017; C) Approve Commissioner Warrants: General Fund \$85,104.28, Road & Bridge \$73,556.62, Health & Human Services \$32.69, Debt Service \$4,200.00, State \$195.00, Trust \$1,844.02, Forest Development \$5,114.02, Long Lake Conservation Center \$7,267.26, Parks \$16,388.65 for a total of \$193,702.54; D) Approve Auditor Warrants – October Sales & Use Tax: General Fund \$652.50, Road & Bridge \$1,567.16, State \$11,934.50, Trust \$20.59, Forest Development \$0.34, Long Lake Conservation Center \$34.25, Parks \$62.76 for a total of \$14,272.10; E) Approve Auditor Warrants – RE Tax Overpays: Taxes & Penalties \$21,556.17; F) Approve Auditor Warrants – 2017 PER 2 RE Tax Settlement Payments: Agency \$3,075,650.94; G) Approve Amendment to Joint Powers Agreement (dated February 2, 2017) with MN DNR; H) Approve 2018 Newspaper Bid Specifications; I) Approve Fire Protection Contract – City of McGrath; J) Approve Consultant’s Job Classification Recommendation – Assistant Maintenance Supervisor (R&B); K) Approve Vehicle Purchase – County Assessor’s Office; L) Approve Final Plat of Pine Grove Cemetery 4th Addition;

**HHS BOARD
ADJOURNS**

BREAK

**CITIZEN’S PUBLIC
COMMENT**

**CONSENT
AGENDA**

| | |
|---|---|
| <p>Under the consent agenda, motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve the consultant’s recommendation of Grade 7 for the Assistant Maintenance Supervisor position (R&B), effective November 28, 2017.</p> | <p>ASSISTANT MAINTENANCE SUPERVISOR (R&B) JOB CLASSIFICATION</p> |
| <p>Under the consent agenda, motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve budgeted purchase of 2013 Ford Escape SUV for \$15,270.00 – County Assessor’s Office.</p> | <p>VEHICLE PURCHASE – ASSESSOR’S OFFICE</p> |
| <p>Under the consent agenda, motion by Commissioner Pratt, seconded by Commissioner Niemi and carried, all members voting yes to approve Final Plat of Pine Grove Cemetery 4th Addition.</p> | <p>FINAL PLAT OF PINE GROVE CEMETERY 4TH ADDITION</p> |
| <p>Bobbie Danielson, Human Resources Director discussed Personnel Committee recommendations with the Board.</p> | <p>PERSONNEL COMMITTEE</p> |
| <p>Motion by Commissioner Niemi, seconded by Commissioner Westerlund and carried, all members voting yes to hire two 67 day temporary scanning clerks to prep/scan file records in the Environmental Services Department.</p> | <p>2 TEMPORARY SCANNING CLERKS</p> |
| <p>Motion by Commissioner Marcotte, seconded by Commissioner Pratt and carried, all members voting yes to refill vacant IT position as a Grade 7 Network/Application Support Specialist.</p> | <p>REFILL VACANT IT POSITION</p> |
| <p>Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to remove on-site living requirement from LLCC Education Manager Job Description.</p> | <p>LLCC ON-SITE LIVING REQUIREMENT</p> |
| <p>Sheriff Scott Turner discussed his 2018 salary increase request with the Board. No action was taken.</p> | <p>SHERIFF SALARY REQUEST</p> |
| <p>Motion by Commissioner Niemi, seconded by Commissioner Westerlund and carried, all members voting to reappoint Rebecca May as At Large representative on the East Central Regional Library Board.</p> | <p>ECRL</p> |
| <p>Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting to reappoint Ihleen Williams as District 1 representative on the Aitkin County Housing Authority Board.</p> | <p>HRA</p> |
| <p>Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting to reappoint Ed Spiel as District 2 representative and reappoint Jeremy Pacquette as District 4 representative on the Aitkin County Board of Adjustment.</p> | <p>BOA</p> |
| <p>Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting to reappoint Dennise Sonne as District 3 representative and to appoint Steve Kulifaj as District 2 representative on the Aitkin County Planning Commission.</p> | <p>PLANNING COMMISSION</p> |

Bruce Schwartzmann, BKV Group and Travis Feuchtman, Contegrity Inc. updated the Board on the Government Center Design project and answered questions.

**GOVERNMENT
CENTER DESIGN
PROJECT**

The Board discussed: MHB, Balancing Natural Resources, Arrowhead Counties, ARDC, CARE, CARE Board, ACCC, DAC, JCNRB, and Aitkin County Water Planning Task Force.

**BOARD
DISCUSSION**

Motion by Commissioner Westerlund seconded by Commissioner Pratt and carried, all members voting to adjourn the meeting at 11:29 a.m. until Tuesday, December 5, 2017. The December 5th County Board meeting will be held just prior to the December 5th Budget Hearing scheduled for 6:05 p.m.

ADJOURN

J. Mark Wedel, Board Chair
Aitkin County Board of Commissioners

Jessica Seibert, County Administrator



Board of County Commissioners Agenda Request

2C
Agenda Item #

Requested Meeting Date: 12/05/2017

Title of Item: Motorola Services Agreement 2018

| | | |
|---|---|---|
| <input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY | Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i> | <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* |
| Submitted by: Sheriff Scott Turner | | Department: Sheriff's Office |
| Presenter (Name and Title): Sheriff Scott Turner | | Estimated Time Needed: |
| Summary of Issue: Dispatch / radio annual maintenance services and support contract for 2018. Expense paid by user-dedicated E-911 funds. | | |
| Alternatives, Options, Effects on Others/Comments: | | |
| Recommended Action/Motion: Approve 2018 Motorola Solutions, Inc. Radio System Maintenance Agreement | | |
| Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> | | |

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Aitkin County Board DATE: November 14, 2017
FROM: Sheriff Scott Turner RE: Radio System Maintenance Agreement

Attached is a copy of the copy of the annual maintenance fees associated with our radio system. This fee is paid for out of our annual allotment of monies from the 911 user fees on telephone bills. It is a required expenditure as this maintenance assures rapid response to address any issues that may arise with our radio system, including the dispatch counsel. It is a system that is used to page out all of the various emergency response agencies, as well as communicate with them during an event.

The \$58,289.97 does represent a significant portion of our annual fees.

If you have any questions, please do not hesitate to call.

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000005209
 Contract Modifier:

Date: 10/30/2017

Company Name: Aitkin County Sheriff
 Attn: SHERIFF SCOTT TURNER
 Billing Address: 217 Second St Nw
 City, Province, Postal Code: Aitkin, MN 56431
 Customer Contact: SHERIFF SCOTT TURNER
 Phone: 218-927-7430

Required P.O.: N/A
 Customer #: 1000997760
 Bill to Tag#: 0001
 Contract Start date: 01/01/2018
 Contract End date: 12/31/2018
 Anniversary Day: 12/31/2018
 Payment Cycle: ANNUAL
 Currency: USD

| QTY | MODEL/OPTION | SERVICES DESCRIPTION | MONTHLY EXT | EXTENDED AMT |
|-----|---------------|--|-------------|--------------|
| | | ***** Recurring Services ***** | | |
| | LSV01S00501A | ASTRO ESS PLUS INFRASTRUCTURE REPAIR WITH ADVANCE REPLACEMENT | | |
| | SVC01SVC1420C | SP - LOCAL INFRASTRUCTURE REPAIR | | |
| | LSV02S00195A | SERVICE FROM THE START COMP (RENEWAL) - TETRA - TIER 10- 1 YEAR DURATION | | |
| | LSV00S00217A | LOCAL DEVICE COMBO SVC (SUPPORTAND REPAIR) W/PICKUP&DELIVERY - TIER 7 | | |
| | SVC01SVC1103C | NETWORK MONITORING SERVICE | | |
| | SVC01SVC1102C | DISPATCH SERVICES (PAGING) | | |
| | SVC01SVC1101C | INFRASTRUCTURE REPAIR WITH ADV REPLACEMENT (PAGING) | | |
| | SVC01SVC1410C | ONSITE INFRASTRUCTURE RESPONSE (PAGING) | | |
| | SVC01SVC0335A | NETWORK PREVENTIVE MAINT-LEVEL 1 (PAGING) | | |
| | | JAN 1, 2018-DEC 31, 2018 | | \$58,289.87 |

Mike Rosonke
MOTOROLA REPRESENTATIVE (PRINT NAME)

612-490-4453
PHONE

Company Name : Aitkin County Sheriff
Contract Number : USC000005209
Contract Modifier :
Contract Start Date: JAN 1, 2018
Contract End Date: DEC 31, 2018

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY

COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and

effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Essential Plus Services

Statement of Work

Version 1.3

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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Essential Plus Services are Technical Support, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair, and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D and E. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

Essential Plus Services

Motorola's Essential Plus Services are designed for customers who would benefit from Motorola's support experience. Essential Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Essential Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Essential Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Essential Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Essential Plus Services CSP and other portions of the Agreement

Customer Support Plan

The Essential Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Essential Plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Essential Plus Services SOW

Centralized Services Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

Field Service Delivery

Essential Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix D contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix E contains the SOW for Annual Preventive Maintenance.

Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

Security Management Operations

Self-Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.

MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

Appendix A: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the [Severity Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See [Severity Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the case

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the case in a timely manner.

1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

| Severity Level | Severity Definition |
|-------------------|---|
| Severity 1 | <p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure |
| Severity 2 | <p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component |
| Severity 3 | <p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Intermittent faults that are infrequent and minor impact to core services ○ Statistical reporting problems |
| Severity 4 | <p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ○ Faults that have no impact in how the user perceives the system to work. ○ Cosmetic issues. ○ Requests for information. |

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

| Severity Level | Response Time |
|-------------------|--|
| Severity 1 | A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC. Response provided 24 x 7. |
| Severity 2 | A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
| Severity 3 | A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
| Severity 4 | A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |

Appendix B: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

- 1.5 Motorola has the following responsibilities:
- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
 - 1.5.2 Provide repair return authorization numbers when requested by Customer.
 - 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
 - 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
 - 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
 - 1.5.5.6 Properly package repaired infrastructure.
 - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.
- 1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix C: Self-Installed Security Patches Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Self-Installed Security Patches provides pre-tested third party software (SW) security updates.

1.0 Description of Self Installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.1 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release. Self Installed Security Patches Service is also available for K cores but only for Windows PC's such as MCC 7500 consoles.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates

for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - McAfee Antivirus definitions– Weekly
 - Microsoft PC and Server OS patches – Monthly
 - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

1.3 The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.4 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Appendix D: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite Support service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in [Severity Level Definitions](#) table and Response times set forth in [Severity Level Response Time Goals](#) table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Goals](#) tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
 - 2.11. Escalate the case to the appropriate party upon expiration of a response time.
 - 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
 - 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
 - 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
 - 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
 - 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

| Severity Level | Severity Definition |
|----------------|---|
| Severity 1 | <p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure |
| Severity 2 | <p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component |
| Severity 3 | <p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core services ● Statistical reporting problems |
| Severity 4 | <p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance |

5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

| Severity Level | Standard Response Time |
|----------------|---|
| Severity 1* | Within 4 hours from receipt of notification continuously |
| Severity 2 | Within 4 hours from receipt of notification Standard Business Day |
| Severity 3 | Within 8 hours from receipt of notification Standard Business Day |
| Severity 4 | Within 12 hours from receipt of notification Standard Business Day |

* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

Appendix E: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
 - 1.4.2 Advise customer of any issue that requires immediate attention.
 - 1.4.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.
 - 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
 - 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.
- 1.5 The Customer has the following responsibilities:
- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
 - 1.5.2 Authorize and acknowledge any scheduled system downtime.
 - 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
 - 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.5.6 Provide site escorts in a timely manner if required.
 - 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
 - 1.5.8 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

| MASTER SITE CHECKLIST | |
|------------------------------|---|
| SERVERS | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| NM Client Applications | Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly. |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| Complete Backup | Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc. |
| ROUTERS | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| SWITCHES | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs. |
| Verify Redundant Switches | Test redundancy in CWR devices. Core router switchover (coordinate with customer). |
| DOMAIN CONTROLLERS | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| FIREWALLS | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| LOGGING EQUIPMENT | |

| | |
|--------------------------------|--|
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. |
| MISCELLANEOUS EQUIPMENT | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. |

| PRIME SITE CHECKLIST | |
|--------------------------------|--|
| SOFTWARE | |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| SWITCHES | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs. |
| MISCELLANEOUS EQUIPMENT | |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. |
| COMPARATORS | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |

| DISPATCH SITE CHECKLIST | |
|--------------------------------|--|
| GENERAL | |

| | |
|----------------------------------|--|
| Inspect all Cables | Inspect all cables/connections to external interfaces are secure |
| Mouse and Keyboard | Verify operation of mouse and keyboard |
| Configuration File | Verify each operator position has access to required configuration files |
| Console Op Time | Verify console op time is consistant across all ops |
| Screensaver | Verify screensaver set as customer prefers |
| Screen Performance | Verify screen operational/performance |
| Touchscreen | Verify touchscreen operation (if applicable) |
| Cabling/Lights/Fans | Visual inspection of all equipment - cabling/ lights/ fans |
| Filters/Fans/Dust | Clean any filters/ fans/ dust- all equipment |
| Monitor and Hard Drive | Confirm monitor and hard drive do not "sleep" |
| DVD/CD | Verify / clean DVD or CD drive |
| HEADSET UNPLUGGED TESTING | |
| Speakers | Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up. |
| Channel Audio in Speaker | Verify selected channel audio in select speaker only. |
| Footswitch Pedals | Verify both footswitch pedals operational |
| Radio On-Air Light | Verify radio on air light comes on with TX (if applicable) |
| Radio TX and RX | Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs. |
| Speaker Mute | Verify select speaker muted. |
| Telephone Operation | Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs. |
| Audio Switches | Verify select audio switches to speaker when phone off-hook. (if interfaced to phones) |
| Radio Takeover in Headset | Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone). |
| OTHER TESTS | |
| Phone Status Light | Verify phone status light comes on when phone off-hook (if applicable) |
| Desk Microphone Operation | Confirm desk mic operation (if applicable) |
| Radio IRR Operation | Verify radio IRR operational (if applicable) |
| Telephone IRR Operation | Verify telephone [if on radio computer] IRR operational (if applicable) |
| Recording | Verify operator position being recorded on long term logging recorder (if applicable) |

| COMPUTER PERFORMANCE TESTING | |
|-------------------------------------|--|
| Computer Reboot | Reboot op position computer |
| Computer Operational | Confirm client computer is fully operational (if applicable) |
| AUDIO TESTING | |
| Audio Levels and Quality | Confirm all conventional resources are functional with adequate audio levels and quality |
| Secure Mode | Confirm any secure talkgroups are operational in secure mode |
| EQUIPMENT ROOM TESTS | |
| Recording - AIS Test | Verify audio logging of trunked calls |
| Recording | Test op position logging on analog recorder (with customer assistance) |
| System Alarms | Review alarm system on all equipment for errors |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |

| RF SITE CHECKLIST | |
|---------------------------------------|--|
| Equipment Alarms | Verify no warning/alarm indicators. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. |
| Basic Voice Call Check | Voice test each voice path, radio to radio. |
| Control Channel Redundancy (trunking) | Roll control channel, test, and roll back. |
| Site Controller Redundancy (trunking) | Roll site controllers with no dropped audio. |
| GTR 8000 Results Sheet | Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power Gen Level Desense no Tx. |

| MOSCAD CHECKLIST | |
|---------------------------|---|
| MOSCAD SERVER | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Check Alarm/Event History | Review MOSCAD alarm and events to find if there are chronic issues. |
| Windows Event Logs | Review Windows event logs. Save and clear if full. |

| | |
|-----------------------------|--|
| Password Verification | Site devices to verify passwords. Document changes if any found. |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| MOSCAD CLIENT | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Check Alarm / Event History | Review MOSCAD alarm and events to find if there are chronic issues. |
| Windows Event Logs | Review Windows event logs. Save and clear if full. |
| Password Verification | Site devices to verify passwords. Document changes if any found. |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| MOSCAD RTU's | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Verify Connectivity | Verify Connectivity |

| FACILITIES CHECKLIST | |
|-----------------------------------|---|
| VISUAL INSPECTION EXTERIOR | |
| ASR Sign | Verify that the ASR sign is posted. |
| Warning Sign - Tower | Verify warning sign is posted on the tower. |
| Warning Sign - Gate | Verify that a warning sign is posted at the compound gate entrance. |
| 10 Rule Sign | Verify that a 10 rules sign is posted on the inside of the shelter door. |
| Outdoor Lighting | Verify operation of outdoor lighting/photocell. |
| Exterior of Building | Check exterior of building for damage/disrepair. |
| Fences / Gates | Check fences/gates for damage/disrepair. |
| Landscape / Access Road | Check landscape/access road for accessibility. |
| VISUAL INSPECTION INTERIOR | |
| Electrical Surge Protectors | Check electrical surge protectors for alarms. |
| Emergency Lighting | Verify emergency lighting operation. |
| Indoor Lighting | Verify indoor lighting. |
| Equipment Inspection | Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation. |

| | |
|--|---|
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. |
| Regulatory Compliance (License, ERP, Frequency, Deviation) | Check station for regulatory compliance. Update station logs. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |
| UPS | |
| Visual inspection (condition, cabling) | Verify corrosion, physical connections, dirt/dust, etc. |
| GENERATOR | |
| Visual Inspection | Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc. |
| Fuel | Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider. |
| Oil | Check the oil dipstick for proper level. Note condition of oil. |
| Verify operation (no switchover) | Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc. |
| HVAC | |
| Air Filter | Check air filter and recommend replacement if required. |
| Coils | Check coils for dirt |
| Outdoor Unit | Check that outdoor unit is unobstructed |
| Wiring | Wiring (insect/rodent damage) |
| Cooling / Heating | Check each HVAC unit for cooling/heating |

MICROWAVE CHECKLIST

| | |
|--------------------|---|
| RADIO | |
| Alarms | Check alarm / event history |
| Software | Verify version of application |
| TX Frequency | Verify transmit frequency |
| TX Power | Verify transmit power |
| RX Frequency | Verify receive frequency |
| RX Signal Level | Verify receive signal level and compare with install baseline documentation |
| Save configuration | Save current configuration for off site storage |

| | |
|-------------------------|---|
| Backhaul Validation | Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server. |
| WAVEGUIDE | |
| Visual Inspection | Inspect for wear or dents (from ground using binoculars). |
| Connection Verification | Verify all connections are secured with proper hardware (from ground using binoculars). |
| DEHYDRATOR | |
| Visual Inspection | Inspect moisture window for proper color |
| Pressure Verification | Verify pressure of all lines |
| Re-Pressurization | Bleed lines temporarily to verify the dehydrator re-pressurizes |
| Run Hours | Record number of hours ran |

| TOWER CHECKLIST | |
|----------------------------|---|
| STRUCTURE CONDITION | |
| Rust | Check structure for rust. |
| Cross Members | Check for damaged or missing cross members. |
| Safety Climb | Check safety climb for damage. |
| Ladder | Verify that ladder system is secured to tower. |
| Welds | Check for cracks or damaged welds. |
| Outdoor lighting/photocell | Test outdoor lighting and photocell. |
| Drainage Holes | Check that drainage holes are clear of debris. |
| Paint | Check paint condition. |
| TOWER LIGHTING | |
| Lights/Markers | Verify all lights/markers are operational. |
| Day/Night Mode | Verify day and night mode operation. |
| Power Cabling | Verify that power cables are secured to tower. |
| ANTENNAS AND LINES | |
| Antennas | Visually inspect antennas for physical damage (from ground using binoculars). |
| Transmission Lines | Verify that all transmission lines are secure on the tower. |
| GROUNDING | |
| Structure Grounds | Inspect grounding for damage or corrosion |
| GUY WIRES | |
| Tower Guys | Check guy wires for fraying and tension. |
| Guy Wire Hardware | Check hardware for rust. |

CONCRETE CONDITION

Tower Base

Check for chips or cracks.

Appendix F: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.

1.3.3 All broadband infrastructure three (3) years from product cancellation date

- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as: antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The

customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

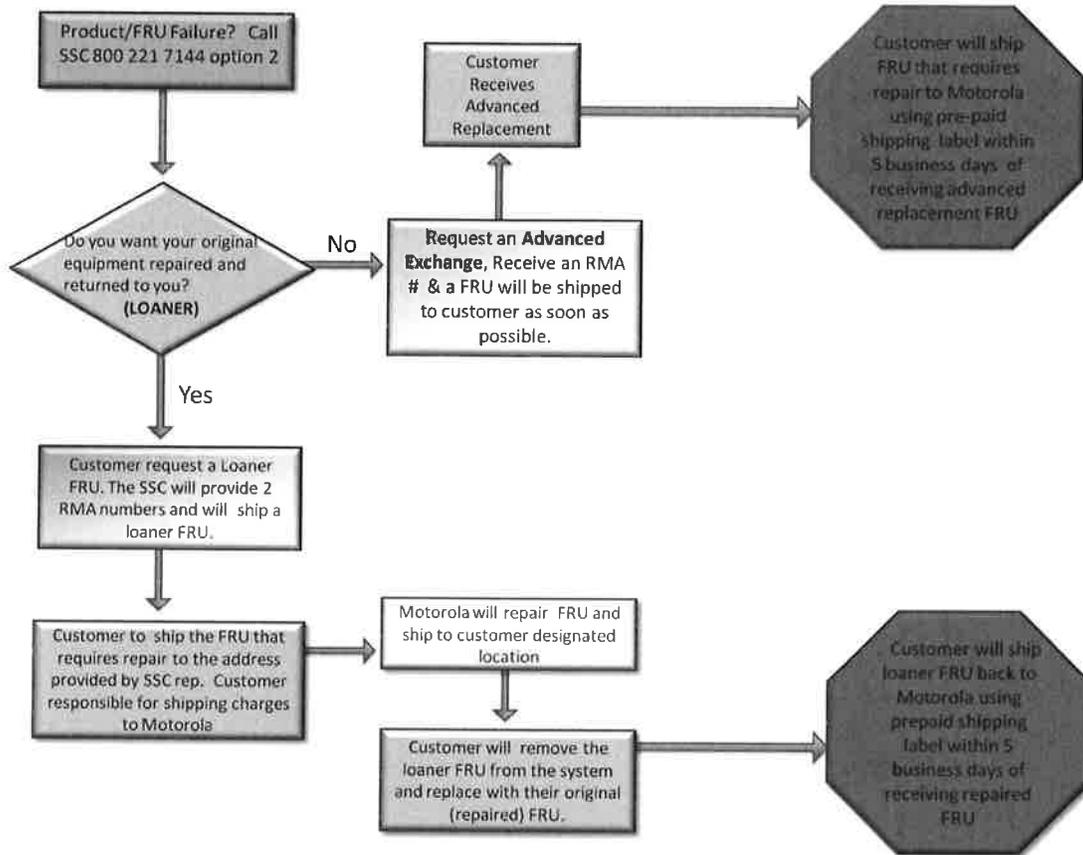
1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



Shipping Charges:

| Service | Advanced Replacement Contract Shipping Charges |
|---|---|
| Exchanges (Outbound to customer) | Motorola |
| Exchanges or Loaners Next Flight Out (Outbound to customer) | Customer |
| Exchanges or Loaners Non-Motorola carrier * (Outbound to customer) | Customer |
| Exchanges (Inbound to Motorola) | Motorola |
| Loaner (Outbound to customer) | Motorola |
| Loaner Repair (Inbound to Motorola) | Customer |
| Loaner Repair & Return (Outbound to customer) | Motorola |
| Loaner Installation (OnSite Servicer) | Customer |

*Motorola shipping carriers – FedEx and DHL

Appendix G: Preventive Maintenance Level 2

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.6 Motorola has the following responsibilities:

- 1.6.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.6.2 Advise customer of any issue that requires immediate attention.
- 1.6.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.6.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.6.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.6.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.7 The Customer has the following responsibilities:

- 1.7.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.7.2 Authorize and acknowledge any scheduled system downtime.
- 1.7.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.7.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.7.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.6 Provide site escorts in a timely manner if required.
- 1.7.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.7.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

| MASTER SITE CHECKLIST | | | |
|------------------------------|---|----------------|----------------|
| SERVERS | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | X | X |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | X | X |
| NM Client Applications | Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly. | X | X |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | X | X |
| Complete Backup | Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc. | X | X |
| Server Check Disks | Perform checkdisk on server hard drives | | X |
| Verify Redundant ZC's | Perform Zone Controller switchover. ZC1 to ZC2 and back again (coordinate with customer). | | X |
| ROUTERS | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | X | X |
| SWITCHES | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | X | X |
| Capture Diags | Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs. | X | X |
| Verify Redundant Switches | Test redundancy in CWR devices. Core router switchover (coordinate with customer). | X | X |
| DOMAIN CONTROLLERS | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | X | X |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | X | X |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | X | X |
| FIREWALLS | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | X | X |

| | | | |
|--------------------------------|--|----------------|----------------|
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | x | x |
| LOGGING EQUIPMENT | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | x | x |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | x | x |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. | x | x |
| MISCELLANEOUS EQUIPMENT | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | x | x |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | x | x |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. | x | x |

| PRIME SITE CHECKLIST | | | |
|---------------------------------------|--|----------------|----------------|
| SOFTWARE | | Level 1 | Level 2 |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | x | x |
| Verify System SW Installed | Verify software versions installed on system. Document any changes. | | x |
| SWITCHES | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | x | x |
| Capture Diags | Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs. | x | x |
| Verify Redundant Switches | Test redundancy in CWR devices. Core router switchover (coordinate with customer). | | x |
| MISCELLANEOUS EQUIPMENT | | Level 1 | Level 2 |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. | x | x |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. | x | x |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. | x | x |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. | | x |
| Site Controller Redundancy (trunking) | Roll site controllers with no dropped audio. | | x |

| COMPARATORS | | Level 1 | Level 2 |
|--------------------------|---|----------------|----------------|
| Equipment Alarms | Verify no warning/alarm indicators. | x | x |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways | x | x |

| DISPATCH SITE CHECKLIST | | Level 1 | Level 2 |
|----------------------------------|--|----------------|----------------|
| GENERAL | | Level 1 | Level 2 |
| Inspect all Cables | Inspect all cables/connections to external interfaces are secure | x | x |
| Mouse and Keyboard | Verify operation of mouse and keyboard | x | x |
| Configuration File | Verify each operator position has access to required configuration files | x | x |
| Console Op Time | Verify console op time is consistant across all ops | x | x |
| Screensaver | Verify screensaver set as customer prefers | x | x |
| Screen Performance | Verify screen operational/performance | x | x |
| Touchscreen | Verify touchscreen operation (if applicable) | x | x |
| Cabling/Lights/Fans | Visual inspection of all equipment - cabling/ lights/ fans | x | x |
| Filters/Fans/Dust | Clean any filters/ fans/ dust- all equipment | x | x |
| Monitor and Hard Drive | Confirm monitor and hard drive do not "sleep" | x | x |
| DVD/CD | Verify / clean DVD or CD drive | x | x |
| Time Synchronization | Verify console time is synchronized with NTP server | | x |
| Anti-Virus | Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) | | x |
| HEADSET UNPLUGGED TESTING | | Level 1 | Level 2 |
| Speakers | Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up. | x | x |
| Channel Audio in Speaker | Verify selected channel audio in select speaker only. | x | x |
| Footswitch Pedals | Verify both footswitch pedals operational | x | x |
| Radio On-Air Light | Verify radio on air light comes on with TX (if applicable) | x | x |
| Radio TX and RX | Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs. | x | x |
| Speaker Mute | Verify select speaker muted. | x | x |
| Telephone Operation | Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs. | x | x |
| Audio Switches | Verify select audio switches to speaker when phone off-hook. (if interfaced to phones) | x | x |

| | | | |
|--|---|----------------|----------------|
| Radio Takeover in Headset | Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone). | x | x |
| OTHER TESTS | | Level 1 | Level 2 |
| Phone Status Light | Verify phone status light comes on when phone off-hook (if applicable) | x | x |
| Desk Microphone Operation | Confirm desk mic operation (if applicable) | x | x |
| Radio IRR Operation | Verify radio IRR operational (if applicable) | x | x |
| Telephone IRR Operation | Verify telephone [if on radio computer] IRR operational (if applicable) | x | x |
| Recording | Verify operator position being recorded on long term logging recorder (if applicable) | x | x |
| IRR Setup Parameters | Check IRR set-up parameters, and also audio card set-up and level adjustments | | x |
| Paging Controls | Confirm all paging controls are functional (including third party encoders if under maintenance) | | x |
| COMPUTER PERFORMANCE TESTING | | Level 1 | Level 2 |
| Computer Reboot | Reboot op position computer | x | x |
| Computer Operational | Confirm client computer is fully operational (if applicable) | x | x |
| For XP and older Operating Systems: Hard Drive Fragmentation | Check status of hard drive fragmentation- perform if needed | | x |
| Event Logs | Pull event logs and review for major errors | | x |
| Hard Drive Backup | Create backup of drive for offsite storage. | | x |
| Memory Usage | Check memory usage | | x |
| Application Logs and Alerts | Review built in application logs and alerts | | x |
| Hard Drive Usage | Check available space (10% minimum) | | x |
| AUDIO TESTING | | Level 1 | Level 2 |
| Audio Levels and Quality | Confirm all conventional resources are functional with adequate audio levels and quality | x | x |
| Secure Mode | Confirm any secure talkgroups are operational in secure mode | x | x |
| Trunked Resources | Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer discretion) and at a single op position | | x |
| EQUIPMENT ROOM TESTS | | Level 1 | Level 2 |
| Recording - AIS Test | Verify audio logging of trunked calls | x | x |

| | | | |
|----------------------------|--|---|---|
| Recording | Test op position logging on analog recorder (with customer assistance) | X | X |
| System Alarms | Review alarm system on all equipment for errors | X | X |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | X | X |
| SDM AUX I/O Server | Confirm all AUX I/O's functional on one operator position | | X |
| Backup Resources | Confirm all backup radios meet RF specs and combiner/antenna system fully functional | | X |
| Verify System SW Installed | Verify software versions installed on system. Document any changes. | | X |
| IP Network Redundancy | If redundant equipment used (e.g., routers, switches), then switch to redundant equipment and confirm operation. | | X |

| RF SITE CHECKLIST | | Level 1 | Level 2 |
|---------------------------------------|---|---------|---------|
| Equipment Alarms | Verify no warning/alarm indicators. | X | X |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways | X | X |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. | X | X |
| Basic Voice Call Check | Voice test each voice path, radio to radio. | X | X |
| Control Channel Redundancy (trunking) | Roll control channel, test, and roll back. | X | X |
| Site Controller Redundancy (trunking) | Roll site controllers with no dropped audio. | X | X |
| GTR 8000 Results Sheet | Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx. | X | X |

| MOSCAD CHECKLIST | | | |
|---------------------------|---|---------|---------|
| MOSCAD SERVER | | Level 1 | Level 2 |
| Equipment Alarms | Verify no warning/alarm indicators. | X | X |
| Check Alarm/Event History | Review MOSCAD alarm and events to find if there are chronic issues. | X | X |
| Windows Event Logs | Review Windows event logs. Save and clear if full. | X | X |
| Password Verification | Site devices to verify passwords. Document changes if any found. | X | X |

| | | | |
|-----------------------------|---|----------------|----------------|
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | X | X |
| Verify System SW Installed | Verify software versions installed on server. Document any changes. | | X |
| Server CPU Health | i.e. memory, HDD, CPU, Ddisk space/utilization. | | X |
| Verify Patches | Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes. | | X |
| MOSCAD CLIENT | | Level 1 | Level 2 |
| Equipment Alarms | Verify no warning/alarm indicators. | X | X |
| Check Alarm / Event History | Review MOSCAD alarm and events to find if there are chronic issues. | X | X |
| Windows Event Logs | Review Windows event logs. Save and clear if full. | X | X |
| Password Verification | Site devices to verify passwords. Document changes if any found. | X | X |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | X | X |
| Verify Patches | Verify security patches monthly/quarterly (Motorola and 3rd Party). Document any changes. | | X |
| Server CPU Health | i.e. memory, HDD, CPU, disk space/utilization. | | X |
| MOSCAD RTU's | | Level 1 | Level 2 |
| Equipment Alarms | Verify no warning/alarm indicators. | X | X |
| Verify Connectivity | Verify Connectivity | X | X |
| Password Verification | Site devices to verify passwords. Document changes if any found. | | X |
| Check Alarm / Event History | Review MOSCAD alarms and events to find if there are chronic issues. | | X |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. | | X |
| Verify System SW Installed | Verify software versions installed on system. Document any changes. | | X |

| FACILITIES CHECKLIST | | | |
|-----------------------------------|---|----------------|----------------|
| VISUAL INSPECTION EXTERIOR | | Level 1 | Level 2 |
| ASR Sign | Verify that the ASR sign is posted. | X | X |
| Warning Sign - Tower | Verify warning sign is posted on the tower. | X | X |
| Warning Sign - Gate | Verify that a warning sign is posted at the compound gate entrance. | X | X |

| | | | |
|--|---|----------------|----------------|
| 10 Rule Sign | Verify that a 10 rules sign is posted on the inside of the shelter door. | X | X |
| Outdoor Lighting | Verify operation of outdoor lighting/photocell. | X | X |
| Exterior of Building | Check exterior of building for damage/disrepair. | X | X |
| Fences / Gates | Check fences/gates for damage/disrepair. | X | X |
| Landscape / Access Road | Check landscape/access road for accessibility. | X | X |
| VISUAL INSPECTION INTERIOR | | Level 1 | Level 2 |
| Electrical Surge Protectors | Check electrical surge protectors for alarms. | X | X |
| Emergency Lighting | Verify emergency lighting operation. | X | X |
| Indoor Lighting | Verify indoor lighting. | X | X |
| Equipment Inspection | Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation. | X | X |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. | X | X |
| Regulatory Compliance (License, ERP, Frequency, Deviation) | Check station for regulatory compliance. Update station logs. | X | X |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways | X | X |
| UPS | | Level 1 | Level 2 |
| Visual inspection (condition, cabling) | Verify corrosion, physical connections, dirt/dust, etc. | X | X |
| Verify rollover and rollback | Verify automatic switch to backup power when main power fails | | X |
| Battery voltage checks | Verify, check and measure battery voltages. | | X |
| GENERATOR | | Level 1 | Level 2 |
| Visual Inspection | Verify, check panel housing, cracks, rust and whetherring. Physical connections, corrosion, dirt/dust, etc. | X | X |
| Fuel | Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider. | X | X |
| Oil | Check the oil dipstick for proper level. Note condition of oil. | X | X |
| Verify operation (no switchover) | Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc. | X | X |
| Verify rollover and rollback | ***Depends on configuration of Transfer switch. Auto versus manual*** Rollover should be tested weekly under load. | | X |

| HVAC | | Level 1 | Level 2 |
|-------------------|---|----------------|----------------|
| Air Filter | Check air filter and recommend replacement if required. | x | x |
| Coils | Check coils for dirt | x | x |
| Outdoor Unit | Check that outdoor unit is unobstructed | x | x |
| Wiring | Wiring (insect/rodent damage) | x | x |
| Cooling / Heating | Check each HVAC unit for cooling/heating | x | x |

| MICROWAVE CHECKLIST | | | |
|----------------------------|---|----------------|----------------|
| GENERAL | | Level 1 | Level 2 |
| Transport Performance | Confirm transport performance by viewing UEM for site link warnings or errors. | | x |
| RADIO | | Level 1 | Level 2 |
| Alarms | Check alarm / event history | x | x |
| Software | Verify version of application | x | x |
| TX Frequency | Verify transmit frequency | x | x |
| TX Power | Verify transmit power | x | x |
| RX Frequency | Verify receive frequency | x | x |
| RX Signal Level | Verify receive signal level and compare with install baseline documentation | x | x |
| Save configuration | Save current configuration for off site storage | x | x |
| Backhaul Validation | Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server. | x | x |
| WAVEGUIDE | | Level 1 | Level 2 |
| Visual Inspection | Inspect for wear or dents (from ground using binoculars). | x | x |
| Connection Verification | Verify all connections are secured with proper hardware (from ground using binoculars). | x | x |
| DEHYDRATOR | | Level 1 | Level 2 |
| Visual Inspection | Inspect moisture window for proper color | x | x |
| Pressure Verification | Verify pressure of all lines | x | x |
| Re-Pressurization | Bleed lines temporarily to verify the dehydrator re-pressurizes | x | x |
| Run Hours | Record number of hours ran | x | x |

| TOWER CHECKLIST | | | |
|----------------------------|---|----------------|----------------|
| STRUCTURE CONDITION | | Level 1 | Level 2 |
| Rust | Check structure for rust. | x | x |
| Cross Members | Check for damaged or missing cross members. | x | x |

| | | | |
|----------------------------|---|----------------|----------------|
| Safety Climb | Check safety climb for damage. | x | x |
| Ladder | Verify that ladder system is secured to tower. | x | x |
| Welds | Check for cracks or damaged welds. | x | x |
| Outdoor lighting/photocell | Test outdoor lighting and photocell. | x | x |
| Drainage Holes | Check that drainage holes are clear of debris. | x | x |
| Paint | Check paint condition. | x | x |
| TOWER LIGHTING | | Level 1 | Level 2 |
| Lights/Markers | Verify all lights/markers are operational. | x | x |
| Day/Night Mode | Verify day and night mode operation. | x | x |
| Power Cabling | Verify that power cables are secured to tower. | x | x |
| ANTENNAS AND LINES | | Level 1 | Level 2 |
| Antennas | Visually inspect antennas for physical damage (from ground using binoculars). | x | x |
| Transmission Lines | Verify that all transmission lines are secure on the tower. | x | x |
| GROUNDING | | Level 1 | Level 2 |
| Structure Grounds | Inspect grounding for damage or corrosion | x | x |
| GUY WIRES | | Level 1 | Level 2 |
| Tower Guys | Check guy wires for fraying and tension. | x | x |
| Guy Wire Hardware | Check hardware for rust. | x | x |
| CONCRETE CONDITION | | Level 1 | Level 2 |
| Tower Base | Check for chips or cracks. | x | x |



Statement of Work

Service From the Start - LITE End Users

1.0 Description

Service From the Start-LITE provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; nonstandard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2. Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3. Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.

- 2.5. Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6. Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7. Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8. If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Service From the Start-LITE Updated on 04/15/13
Reviewed April 2013



Statement of Work

Local Radio Support w/ Pick Up & Delivery

1.0 Description of Service

Local Radio Support provides an operational check of Equipment. An operational check is an analysis of the Equipment to identify external or internal defects. If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

The following services are excluded from Local Radio Support service unless they are purchased for an additional fee. The services are Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached. The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.
- 2.4 Service to be performed at the Servicer facility during Standard Business Days.
- 2.5 Generate service receipt and leave with Customer.

3.0 Customer has the following responsibilities:

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2 Provide Servicer a description of problem along with unit needing service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support with Pick-up & Delivery service to Customer.

Local Radio Support with Pick Up & Delivery

Approved by Motorola Contracts & Compliance 04-03-2004



Statement of Work

Local Infrastructure Repair

- 1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.
- 2.0 Motorola Servicer has the following responsibilities:
 - 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
 - 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
 - 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
 - 2.5. Notify the Customer upon completion of repair or replacement.
 - 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 3.0 Customer has the following responsibilities:
 - 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
 - 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
 - 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Local Infrastructure Repair

Approved by Motorola Contracts & Compliance 01-15-2004



Board of County Commissioners Agenda Request

2D
Agenda Item #

Requested Meeting Date: December 5, 2017

Title of Item: Snowmobile Safety Enforcement Grant Fiscal Years 2018 and 2019

| | | |
|--|--|---|
| <input type="checkbox"/> REGULAR AGENDA | Action Requested: | <input type="checkbox"/> Direction Requested |
| <input checked="" type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> Approve/Deny Motion | <input type="checkbox"/> Discussion Item |
| <input type="checkbox"/> INFORMATION ONLY | <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i> | <input type="checkbox"/> Hold Public Hearing* |

| | |
|--|--|
| Submitted by: Scott A. Turner, Sheriff | Department: Aitkin County Sheriff's Office |
|--|--|

| | |
|--|-------------------------------|
| Presenter (Name and Title): Scott A. Turner, Sheriff | Estimated Time Needed: |
|--|-------------------------------|

Summary of Issue:
Approve Snowmobile Safety Enforcement Grant for biennium July 1, 2017 through June 30, 2019. The amount is \$5946.00 for each biennium for a total of \$11,892.00.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Request County Board to sign all 3 original agreements and County Administrator to sign Resolution. Please return to the Aitkin County Sheriff's Office with Resolution. Thank you.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$
Is this budgeted? Yes No *Please Explain:*

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED December 5, 2017

By Commissioner: xx

20171205-0xx

FY 2018 and 2019 State Snowmobile Safety Enforcement Grant

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2018 and 2019 Fiscal Years Snowmobile Safety Enforcement Grant Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Administrator to sign the agreement in the amount of \$11,868.00 for the term of July 1, 2017 through June 30, 2019

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 5th day of December 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 5th day of December 2017

Jessica Seibert
County Administrator

**STATE OF MINNESOTA
GRANT CONTRACT
Snowmobile Safety Enforcement Grant
Fiscal Years 2018 and 2019**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Aitkin County Sheriff's Office, 217 Second Street NW, Room 185, Aitkin, MN 56431 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 and Laws of Minnesota 2017, Chapter 93, Section 3, Subdivision 6, the State is empowered to enter into this grant.
2. The State is in need of local government assistance, providing reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
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:

November 15, 2017, 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:

June 30, 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). The Grantee will be reimbursed once annually, for only eligible Snowmobile Safety Grant Enforcement activities, including one or more of the following:

- Grantee staff time to participate in Snowmobile Safety activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any related law, rule or regulation is **MANDATORY**;
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;

- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Snowmobile Safety Enforcement work;
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

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.

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 up to **5,946.00** in state fiscal year 2018, for expenses incurred between the effective date of the grant and June 30, 2018, and **\$5,946.00** in fiscal year 2019, for expenses incurred between July 1, 2018, and June 30, 2019, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$11,892.00**.

4.2 Payment

Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

- (a) Invoices for state fiscal year 2018 must be submitted before June 30, 2019. Invoices for state fiscal year 2019 must be submitted before June 30, 2020. Only submit ONE invoice for the total expenses incurred during each state fiscal year.*

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)*

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) 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. A prevailing wage form should accompany these bid submittals.

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.

Eligible reimbursement costs may not exceed **\$5,946.00** prior to July 1, 2018.

Eligible reimbursement costs may not exceed **\$5,946.00** prior to July 1, 2019.

6 Authorized Representative

The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, chuck.niska@state.mn.us, or his 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 **Debra Exsted, Aitkin County Sheriff's Office, 217 Second Street NW, Room 185, Aitkin, MN 56431**. 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

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 appropriation 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

Signed: 900adnuse

Date: 11/15/17

SWIFT Contract Number: 134754

Purchase Order Number: 3000124699

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative



Board of County Commissioners Agenda Request

2E

Agenda Item #

Requested Meeting Date: December 5, 2017

Title of Item: SSTS Contract Inspector

| | | |
|--|---|--|
| <input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY | Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small> |
| Submitted by: Terry Neff, Environmental Services Director | | Department: Environmental Services |
| Presenter (Name and Title): Terry Neff, Environmental Services Director | | Estimated Time Needed: N/A |
| Summary of Issue: See attached memorandum. | | |
| Alternatives, Options, Effects on Others/Comments: The alternative is to hire a full time staff person and purchase an additional vehicle to perform these duties. | | |
| Recommended Action/Motion: Approve SSTS Inspection Contract with Downunder Inspections for year 2018. | | |
| Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> | | |

Aitkin County Environmental Services Planning and Zoning
209 Second Street NW
Room 100
Aitkin, MN 56431
Phone: 218-927-7342
Fax: 218-927-4372



MEMORANDUM

DATE: November 29, 2017
TO: Aitkin County Board of Commissioners
FROM: Terry Neff, Environmental Services Director 
RE: SSTS Contract Inspector

The present SSTS Contract Inspector, Bryan Hargrave has asked to renew his contract for the year 2018. The current duties of the contract inspector are the inspection of the installation of subsurface sewage treatment systems (SSTS) and onsite inspections for zoning permits. We are unaware of any complaints on his performance over the past year. The daily compensation rate is \$350.00 per day. Due to the quality of work, additional soils expertise and current license with the MPCA, I recommend the Board approve entering into a contract with Bryan Hargrave for SSTS and permit inspections for the year 2018 at a rate of \$350.00 per day (enclosed is a copy of the contract).

If you have any questions, please feel free to contact me at 218-927-7342 or by e-mail at tneff@co.aitkin.mn.us.

enclosure

c:\ctybrd\ctybrd2017

**CONTRACT FOR INDEPENDENT SUBSURFACE SEWAGE TREATMENT SYSTEM
INSPECTOR CONTRACTOR**

This contract, dated November 28, 2017 is made between the following parties:

County of Aitkin
209 2nd St NW Rm 100
Aitkin, MN 56431

And

Downunder Inspections, LLC (Bryan Hargrave) (Independent
Contractor Located At : 12604 Co. Rd. 118, Merrifield, MN 56465)

1. **SERVICES.** Aitkin County has adopted an ordinance to provide for the proper design, location, installation, use and maintenance of subsurface sewage treatment systems (SSTS) entitled the Aitkin County Subsurface Sewage Treatment System Ordinance and as required by Minnesota Rules Chapter 7080-7083 and must enforce the provisions of the Ordinance through the services of a qualified employee or licensed SSTS Inspector. The licensed independent SSTS Inspector contractor is responsible for inspections of installations of SSTS in Aitkin County. Aitkin County under the authority of Minnesota Statutes, 103F Minnesota Regulations, Parts 6120.2500 – 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes Chapter 394, has adopted zoning ordinances to promote the health, safety and general welfare of the inhabitants by dividing the County into zones and regulating therein the uses of land and the construction of all structures.

The duties of the Independent Contractor include, but are not limited to:

- A. Obtain copies of the Aitkin County permits and related documents including an approved site evaluation and an approved design for all SSTS inspections prior to inspecting. Aitkin County will supply copies of permits and related documents.
- B. Inspect new and replacement SSTS for full compliance with "Aitkin County's Subsurface Sewage Treatment System Ordinance."
- C. Complete to the satisfaction of the Aitkin County Planning and Zoning Department all inspection forms, certificate of compliance or notice of noncompliance and submit to Aitkin County Planning and Zoning Department within five (5) days of the final inspection. This includes all soils information, verification of clean sand and any other information pertinent to the completion of the Individual Sewage Treatment System inspection form (or other form approved by the Environmental Services Director) in its entirety. Final inspection shall be when the tank(s) are covered, and if applicable, the drainfield is covered with black dirt and seeded or sod laid. The independent contractor is responsible and will

be held accountable for sewer inspections and all other relevant information.

D. Take and submit inspection photos, labeled clearly with inspectors name, installers name, property owners name, date and type of septic system and in sufficient quantity to document tank and drainfield area.

E. It is the responsibility of the independent contractor to have available all tools and equipment necessary to adequately complete a SSTS and site inspection(s).

F. It is the responsibility of the independent contractor to provide transportation to the job site and to service and maintain adequate automobile insurance. A copy of the automobile insurance will be provided to the County prior to any contractual work being performed.

G. Consult verbally and in written form with property owners and SSTS professionals in a positive manner.

H. The independent subsurface sewage treatment system inspector contractor will work together with the Aitkin County Planning and Zoning Department to provide thorough and fair enforcement of the Aitkin County Subsurface Sewage Treatment System Ordinance, Zoning Ordinance and Shoreland Management Ordinance. If during an inspection an item of noncompliance is not corrected the independent subsurface sewage treatment system inspector contractor shall immediately notify the Aitkin County Planning and Zoning Office and shall not authorize backfilling of the SSTS.

I. The Independent Contractor shall perform site inspections for setback distances of structures to verify compliance with permit applications and with the goals and objectives of the zoning ordinances of the Aitkin County Planning and Zoning Department.

2. **INSURANCE:**

The independent contractor is required to provide evidence that he/she carries his/her own insurance coverage's. Evidence shall be in the form of an original certificate of insurance. Faxed or photocopies will not be accepted. Aitkin County must be shown on the certificate as an additionally insured for all liability. The following minimum limits are required:

General Liability = \$1,500,000 aggregate, \$1,500,000 products and completed operations aggregate.

\$500,000 Personal Injury and Advertising Injury, **\$1,500,000** each occurrence.

Explosion, collapse and underground must be included.

The liability policy must be written on an occurrence basis, not claims made basis. Coverage shall also be indicated on the certificate of insurance for Automobile Liability: Bodily Injury: **\$1,500,000** each occurrence or a combined single limit of **\$1,500,000**. If the independent contractor is unable to carry these minimum underlying limits, he/she shall demonstrate proof that he/she has an umbrella policy to meet the minimum amounts and insurance.

3. **INSPECTION SCHEDULE:** The independent contractor shall be responsible for setting their own schedule and provide a copy of said schedule on a daily basis to the Planning and Zoning Department for approval.
4. **MAINTAIN LICENSURE:** The independent contractor shall secure any and all state licenses that may be required in order to perform the services as contemplated by the inspection duties assigned to him/her and shall comply with all other Federal, State and Local rules, regulations and ordinances as required of a Subsurface Sewage Treatment System Inspector under the rules by the State of Minnesota (Chapter 7080-7083). If the required State License is rendered invalid for any reason the independent contractor shall not conduct any inspections.
5. **CONFLICT OF INTEREST:** The independent contractor shall not inspect an installation if the installer is related to or an employee of the contractor. The independent contractor shall not perform compliance inspections on existing systems or site evaluations and designs during the term of the contract, unless the compliance inspection, site evaluation or design is to fulfill requirements of the contract.
6. **INDEPENDENT CONTRACTOR STATUS:** Aitkin County shall consider individuals who sign this contract as independent contractors and not employees of the County. No statement contained in this contract shall be construed so as to find Contractor to be an employee of the county. The independent contractor acknowledges that he/she shall not be construed as an employee of the County. The independent contractor will not be entitled to workers compensation in the event of his injury while performing inspection duties, shall not be entitled to unemployment compensation in the event of the termination of this contract, shall not have Federal or State income tax, FICA and FUTA withheld from the payments made hereunder, shall not receive any employer match in social security, and shall not be entitled to any County benefit package available to the County employees. The independent contractor shall hold or have applied for a Federal Employee Identification Number and shall supply to Aitkin County the Federal Employee Identification Numbers or a copy of the application.

Independent Contractor acknowledges and agrees that it is his/her sole obligation to comply with the applicable provisions of all Federal and State tax laws.

7. **RELEASE AND INDEMNITY:** The independent contractor agrees to defend, indemnify, and hold Aitkin County, its employees and officials harmless from any claims arising out of an act of omission on the part of the independent contractor. In the event of any disputes or disagreements encountered by the independent contractor with property owners or contractors/installers, the Planning and Zoning staff agree to assist and confirm the work of the Independent Contractor.
8. **TERM:** The term of this contract shall be from May 7, 2018 and run until November 2, 2018. The independent contractor or the County may terminate this agreement after 30 days upon written notice of said termination. The County may terminate the agreement at any time without notice if the independent contractor fails to perform his/her duties satisfactorily or fails to demonstrate sufficient knowledge of local and state rules, regulations and ordinances or fails to exhibit a professional attitude. In the event Aitkin County terminates this contract, a written explanation of why will be provided to the contractor.
9. **COMPENSATION:** The County shall pay the independent contractor a flat fee of \$350.00 per day. This fee does not include travel time to and from the County from the contractor's place of residence or business. The County shall compensate the independent contractor on a bi-weekly basis provided that written invoices have been submitted to and accepted by the Planning and Zoning Department.
10. **ASSIGNMENT:** The independent contractor shall not assign this agreement without prior written consent of the County. This non-assignment clause shall not prohibit the independent contractor from hiring, at his/her discretion, such assistants as may be required in the fulfillment and completion of the inspections and reports as contemplated under this agreement. Any assistants shall be deemed to be employees of the independent contractor, payable by the independent contractor.
11. **NOTICES:** All notices given or sent pursuant to this contract shall be sent by United States mail, addressed to the respective party at the address as set forth in the heading of this agreement, or at such other address as the parties may designate in writing from time to time.
12. **DATA PRACTICES:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Independent Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now.

13. **RECORDS AVAILABILITY AND RETENTION:** Pursuant to Minn. Statute 16C.05, Subd. 5, the Independent Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, except, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Independent Contractor and involve transactions relating to the Contract.

Independent Contractor agrees to maintain these records for a period of six years from the date of termination of this Contract.

14. **SIGNATURE:** The independent contractor acknowledges by his/her signature on this document that he/she is in full agreement with the terms as imposed upon him/her by this contract, that he/she will comply with those terms and conditions, and has received a copy of this contract.

COUNTY OF AITKIN

DATE November 28, 2017

BY _____
BOARD CHAIRPERSON

DATE November 28, 2017

BY 
ENVIRONMENTAL SERVICES
DIRECTOR

DATE November 28, 2017

BY 
INDEPENDENT CONTRACTOR

By Commissioner: xx

20171205-0xx

2018 Liquor License Renewals

BE IT RESOLVED, The Aitkin County Board of Commissioners agrees to approve the following liquor license for a period from January 1, 2018 thru December 31, 2018:

“ON”, “OFF” and “SUNDAY” Sale:

Bann’s Bar & Café Inc., d/b/a **Bann’s Bar & Café** – Shamrock Township

This establishment has an address of 18870 Goshawk St., McGregor, MN 55760

Barnacles Resort of MN Inc., d/b/a **Barnacles** – Wealthwood Township

This establishment has an address of 36569 State Hwy 18, Aitkin, MN 56431

Cuddler Enterprises Inc., d/b/a **Big Sand Bar Resort** – Workman Township

This establishment has an address of 51866 224th Place, McGregor, MN 55760

MacDonald Ent. of Malmo, Inc., d/b/a **Castaways** – Lakeside Township

This establishment has an address of 32360 215th Lane, Isle, MN 56342

Corner Club LLC, d/b/a **Corner Club** – Macville Township

This Establishment has an address of 60967 Highway 169, Hill City, MN 55748

Forestry Station Inc., d/b/a **Forestry Station** – Ball Bluff Township

This establishment has an address of 67807 State Hwy 65, Jacobson, MN 55752

Hillcrest Resort McGregor LLC, d/b/a **Hillcrest Resort** – Shamrock Township

This establishment has an address of 20612 498th Lane, McGregor, MN 55760

RIPS HLI Inc., d/b/a **Horseshoe Lake Inn** – Shamrock Township

This establishment has an address of 48493 Lily Avenue, McGregor, MN 55760

Chuhanic Inc, d/b/a **The Joint Bennettville MN** – Hazelton Township

This establishment has an address of 26838 US Hwy 169, Aitkin, MN 56431

Big Sandy Golf Inc., d/b/a **Minnesota National Golf Course** – Workman Township

This establishment has an address of 23247 480th St., McGregor, MN 55760

D & G Marklund Inc., d/b/a **Pine Inn** – Malmo Township

This establishment has an address of 27805 State Highway 47, Aitkin, MN 56431

“OFF” Sale:

DAM of Aitkin Lakes Inc., d/b/a **Farm Island Store** – Farm Island Township

This establishment has an address of 29037 US Highway 169, Aitkin, MN 56431

TJ’s Liquor Inc., d/b/a **TJ’s Liquor** – Malmo Township

This establishment has an address of 22039 321st Ave., Aitkin, MN 56431

“ON” & “SUNDAY” Sale:

Kathryn E Eken, d/b/a **Jack’s Shack** – Rice River Township

This establishment has an address of 29954 State Highway 56, McGregor, MN 55760

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 5th day of December 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 5th day of December 2017

Jessica Seibert
County Administrator



Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: December 5, 2017

Title of Item: Elected Officials Salaries

| | | |
|--|--|---|
| <input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY | Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i> |
| Submitted by: Jessica Seibert | | Department: Administration |
| Presenter (Name and Title): Jessica Seibert, County Administrator | | Estimated Time Needed: 15 to 20 minutes |
| Summary of Issue: At Tuesday's meeting Staff will provide the information requested, and the Board will discuss the Elected Officials 2018 Salaries. | | |
| Alternatives, Options, Effects on Others/Comments: | | |
| Recommended Action/Motion: | | |
| Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> | | |

Legally binding agreements must have County Attorney approval prior to submission.

A RESOLUTION

Approving Aitkin County's application for funding from the Voting Equipment Grant.

WHEREAS, Minnesota counties are responsible for administering elections, which includes the purchase and maintenance of supplies and election equipment, including accessible voting equipment; and

WHEREAS, Minnesota last updated much of its voting equipment between 2002 and 2006 meaning that the equipment is rapidly approaching the end of its 10 to 15 year lifespan; and

WHEREAS, it's essential for precincts to have functioning voting equipment so that voters are able to cast their ballot on equipment that is secure, accessible, accurate, and reliable; and

WHEREAS, Minnesota's 90th Legislature authorized \$7 million for the Voting Equipment Grant Account to assist counties, cities, towns, and school districts with the purchase of voting equipment; and

WHEREAS, to receive funding from the Voting Equipment Grant Account, counties must submit an application to the Minnesota Secretary of State before December 15, 2017; now, therefore,

BE IT RESOLVED, Aitkin County approves its application for funding from the Voting Equipment Grant; and

BE IT FURTHER RESOLVED, the County certifies that any funds awarded from the Voting Equipment Grant will be used only to purchase assistive voting technology, an electronic roster system, an electronic voting system, any individual component of an electronic voting system, or any other equipment or technology approved by the Secretary of State.

County Application for Voting Equipment Grant

In accordance with the requirements of
Minnesota Statutes section 206.95

Minnesota Secretary of State Steve Simon

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- B. Contact Information – Page 2
- C. Existing Equipment Information - Page 3
- D. Proposed Equipment Information – Page 4
- E. Funding Information – Page 5
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Section A. General Instructions

The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from jurisdictions for grants to purchase voting equipment.

\$7,000,000 has been appropriated to the Voting Equipment Grant Account. Grants of up to \$5,000 per precinct may be made to purchase any combination of optical scan counters (OS), assistive voting devices (AVD), or electronic rosters until the appropriation is exhausted. If the grant requests exceed the appropriation available, the secretary of state will prorate the grant amounts to each eligible jurisdiction to match the amount available. Jurisdictions must agree to provide a local match at least equal to the amount of the grant received that is used for optical scan or assistive voting devices (i.e. at least 50% of total cost), and at least equal to one-fourth the amount of the grant received that is used for electronic rosters (i.e. at least 25% of total cost).

Applications must be received by 4 p.m. December 15, 2017. Funds are expected to be awarded by Jan. 31, 2018 and funds must be used by August 31, 2019. Awarded funds not used must be returned to the Minnesota Office of the Secretary of State by August 31, 2019.

In order to apply for these funds, jurisdictions must answer all questions fully and completely on this application. All county applications must include a resolution from the county board of commissioners approving the application for these funds. All municipality or school district applications must include a resolution from the city council, town board or school district board approving the application for these funds; and must include a letter from the county auditor(s) agreeing to assist the municipality/school district in use of the equipment.

Section B. Contact Information

| | |
|--|---|
| Name of Individual Submitting Application: | Kirk Peysar |
| Jurisdiction: (Political Subdivision) | Aitkin County |
| Title of Individual Submitting Application: | County Auditor |
| Address of Individual Submitting Application: | 209 2nd Street NW, #202 Aitkin, MN 56431 |
| E-Mail of Individual Submitting Application: | kpeysar@co.aitkin.mn.us |
| Phone: | 218-927-7354 |
| Fax: | 218-927-7324 |
| Federal Tax ID of Jurisdiction: | 41-6005749 |

Section C. Existing Equipment Information

List the type of equipment currently used in each precinct, the model, the date acquired, the cost, total registered voters as of application date. **See example application.

| Precinct | a. OS b. AVD c. E roster | Model | Month/Year Acquired: MM/YYYY | Total Cost: | Registered Voters |
|--|---|------------------|---|------------------------|------------------------------|
| Aitkin City | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 1115 |
| Aitkin Township/Unorg 48-27 (Blind Lake) (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 589/23 |
| Ball Bluff Township/NE Unorg Township (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 180/29 |
| Clark Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 85 |
| Farm Island Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 811 |
| Fleming Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 263 |
| Glen Township/Kimberly Township (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 326/133 |
| Haugen Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 116 |
| Hazelton Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 578 |
| Hill Lake Township/City of Hill City/NW Unorg P1 (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 260/319/57 |
| Jevne Township/Unorg 47-24 (Davidson) (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 201/27 |
| Lakeside Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 316 |

Section C. Existing Equipment Information

List the type of equipment currently used in each precinct, the model, the date acquired, the cost, total registered voters as of application date. **See example application.

| Precinct | a. OS b. AVD c. E roster | Model | Month/Year Acquired: MM/YYYY | Total Cost: | Registered Voters |
|--|--------------------------------|------------------|------------------------------------|------------------|----------------------|
| Lee Township (Central count) | b. ESS | AutoMark | a. 05/2006 | \$5964 | 29 |
| Logan Township/City of Palisade (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 131/82 |
| Macville Township/Unorg 51- 27 (Lemay) (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 105/37 |
| Malmo Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 233 |
| McGregor Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 53 |
| Nordland Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 738 |
| Rice River Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 87 |
| Salo Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 61 |
| Shamrock Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 779 |
| Spencer Township | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 374 |
| Turner Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 119 |
| Wagner Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 202 |

Section C. Existing Equipment Information

List the type of equipment currently used in each precinct, the model, the date acquired, the cost, total registered voters as of application date. **See example application.

| Precinct | a. OS b. AVD c. E roster | Model | Month/Year Acquired: MM/YYYY | Total Cost: | Registered Voters |
|---|--------------------------------|-------------------|------------------------------------|------------------|--|
| Waukenabo Township/NW P2 Unorg Township (Combined precinct) | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 217/94 |
| Wealthwood Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 219 |
| White Pine Township/Unorg 45-24 (Jewett) (Combined precinct/central count) | b. ESS | AutoMark | a. 05/2006 | \$6295 | 24/28 |
| Williams Township | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 78 |
| City of McGregor | a. ESS b. ESS | M100 AutoMark | a. 05/2006 b. 05/2006 | \$6295 \$5964 | 175 |
| Mail Ballot Precincts: Balsam, Beaver, Cornish, Idun, Libby East, Libby West, Millward, Morrison, Pliny, Seavey, Spalding, Verdon, Workman, McGrath City, Tamarack City (central count) | a. ESS b. ESS | M100 AutoMark | a. 06/2002 b. 05/2006 | \$4739 \$5964 | 21 42 26 138 15 19 32 103 55 41 124 30 135 34 33 |
| Absentee Ballot Central (courthouse) | a. ESS b. ESS | DS200 AutoMark | a. 07/2016 b. 05/2006 | \$4935 \$5964 | |
| | | | | | |
| | | | | | |
| | | | | | |

Section D. Proposed Equipment Information

List the type of equipment being acquired for each precinct, whether the voting system will permit individuals with disabilities to cast a secret ballot, the proposed schedule for purchasing and implementation, whether the political subdivision has previously applied for a grant from the Voting Equipment Grant Account (VEGA) and the disposition of that application.

** See Example Application.

| Precinct | A. OS Pr B. OS Cent C. AVD D. E roster | Permit Disability to cast secret ballot? Y/N | Proposed purchase Cost | Proposed purchase Date | Proposed Implemen- tation Date | Previously Applied for VEGA grant? Y/N | Grant Disposition Approved or Denied |
|---|---|---|------------------------------|------------------------------|--------------------------------------|--|---|
| Aitkin City | D (3) | Yes | \$6229.50 | 4/2018 | 08/2018 | No | N/A |
| Aitkin Township/Unorg 48-27 (Blind Lake) (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Ball Bluff Township/NE Unorg Township (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Clark Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Farm Island Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Fleming Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Glen Township/Kimberly Township (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Haugen Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Hazelton Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Hill Lake Township/City of Hill City/NW Unorg P1 (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Jevne Township/Unorg 47-24 (Davidson) (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Lakeside Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Lee Township (Central count) | | | | | | | |
| Logan Township/City of Palisade (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Macville Township/Unorg 51-27 (Lemay) (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Malmo Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| McGregor Township | | | | | | | |

| | | | | | | | |
|--|-------|-----|-------------------------|---------|---------|----|-----|
| Nordland Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Rice River Township | D (2) | Yes | \$4153 | 4/2018 | 8/2018 | No | N/A |
| Salo Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Shamrock Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Spencer Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Turner Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Wagner Township | D (2) | Yes | \$4153 | 4/2018 | 8/2018 | No | N/A |
| Waukenabo Township/NW P2 Unorg Township (Combined precinct) | D (2) | Yes | \$4153 | 4/2018 | 8/2018 | No | N/A |
| Wealthwood Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| White Pine Township/Unorg 45-24 (Jewett) (Combined Precinct/central county) | | | | | | | |
| Williams Township | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| City of McGregor | D (2) | Yes | \$4153 | 4/2018 | 08/2018 | No | N/A |
| Mail Ballot Precincts: Balsam, Beaver, Cornish, Idun, Libby East, Libby West, Millward, Morrison, Pliny, Seavey, Spalding, Verdon, Workman, McGrath City, Tamarack City | F | Yes | \$50,000 (estimated) | 04/2018 | 08/2018 | No | N/A |
| | | | | | | | |
| Absentee Ballot Central (courthouse) | | | | | | | |
| Total | | | \$160,054.50 | | | | |

Section E. Funding Information

| | |
|--|------------------|
| A. Total # of Precincts in Jurisdiction: | <u>54</u> |
| B. Maximum grant per precinct | <u>\$5,000</u> |
| C. Maximum Jurisdiction Grant (AxB=C) | <u>\$270,000</u> |
| D. Jurisdiction's remaining HAVA Funds | <u>-0-</u> |

OS/AVD

OS/AVD Purchase Cost

| | |
|--|-----------------|
| 1. Total Cost of optical scan counters purchase | <u>\$50,000</u> |
| 2. Total Cost of assistive voting devices purchase | <u>\$</u> |
| 3. Total Cost of combined OS/AVD units purchase | <u>\$</u> |
| 4. Total Cost of OS/AVD Purchase (Lines 1+2+3) | <u>\$50,000</u> |
| 5. Line 4 divided by 2 = <u>\$25,000</u> | |

Jurisdiction OS/AVD Funding

The total amount and source of political subdivision's matching funds for optical scan or AVDs:

| | | |
|--|-----------------|-----------------|
| 6. General Funds | <u>\$25,000</u> | |
| 7. HAVA Funds (county plan) | <u>\$</u> | |
| 8. _____ | <u>\$</u> | |
| 9. Total political subdivision funds for optical scan and AVDs (Line 9 must be greater than or equal to Line 5) | | <u>\$25,000</u> |

Requested OS/AVD Grant Funding

| | |
|---|-----------------|
| 10. The total amount of the grant requested for optical scan units: | <u>\$25,000</u> |
| 11. The total amount of the grant requested for assistive voting devices: | <u>\$</u> |
| 12. The total amount of the grant requested for combined OS/AVDs: | <u>\$</u> |
| 13. The total amount requested for OS/AVD grant funding (Lines 10+11+12) (Line 4 - Line 9 = Line 13) | <u>\$25,000</u> |

Electronic Rosters

Total Purchase Cost Electronic Rosters

| | |
|---|---------------------|
| 14. Total Cost of electronic rosters purchase | <u>\$110,054.50</u> |
| 15. Line 14 divided by 4 = <u>\$27,513.63</u> | |

The total amount and source of political subdivision's matching funds for electronic rosters:

| | | |
|--|---------------------|-----------------|
| 16. General Funds | <u>\$ 27,514.00</u> | |
| 17. HAVA Funds (county plan) | <u>\$</u> | |
| 18. _____ | <u>\$</u> | |
| 19. Total political subdivision funds for electronic rosters (Line 19 must be greater than or equal to Line 15) | | <u>\$27,514</u> |

| | |
|--|--------------------|
| 20. The total amount of the grant requested for electronic rosters: (Line 14 - Line 19 = Line 20) | <u>\$82,540.50</u> |
|--|--------------------|

Total Grant Requested

| | |
|--|---------------------|
| 21. The total amount of the grant requested (Lines 13+20): (Line 21 must be less than or equal to Line C) | <u>\$107,540.50</u> |
|--|---------------------|

Note: Lines 4+14 also equals **Section D** proposed purchase cost column total

Section F. Certification

I certify that Voting Equipment Grant funds will be used only to purchase (1) an electronic voting system, or any individual component of an electronic voting system as provided in section 206.56, subdivision 8; (2) assistive voting technology; or (3) an electronic roster system meeting the technology requirements of section 201.225 subdivision 2. I further certify that the jurisdiction has insufficient resources to purchase the voting system without obtaining a grant from the fund. I further certify that all information provided in this application is true and accurate.

Name of Jurisdiction: Aitkin County

Printed Name of Individual
Submitting Application: Kirk Peysar

Title of Applicant: County Auditor

Signature: _____ Date: 12-5-2017

Please check one:

- For county application, see attached county board resolution approving the application for these funds.
- For municipality or school district application, see attached resolution from the city council, town board or school district board approving the application for these funds; and see attached letter from the county auditor(s) agreeing to assist the municipality/school district in use of the equipment.

Mail the completed application and all accompanying worksheets and documents to:

MN Secretary of State
Attention: Brad Anderson
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1299

If necessary, applications may be submitted by fax or email. Please follow with hard copy.

Fax: 651-296-9073
Bradley.k.anderson@state.mn.us

DEADLINES:

All grant application submissions must be received by 4:00 p.m. Friday December 15, 2017.

If you have any questions please call Brad Anderson at 651-556-0642.



Aitkin County Board of Commissioners

Agenda Request Form

5

Agenda Item #

Requested Meeting Date: December 5, 2017
Title of Item: Committee Reports

| <input checked="" type="checkbox"/> REGULAR AGENDA | Action Requested by: County Business | | |
|--|--------------------------------------|---------------------------|---|
| Committee | Freq. | Schedule | Current Board Representatives |
| Association of MN Counties (AMC) Environment & Natural Resources Policy General Government Health & Human Services Indian Affairs Task Force Public Safety Committee Transportation Policy | | | Commissioner Anne Marcotte Commissioner Don Niemi HHS Director Cynthia Bennett Commissioner Laurie Westerlund Commissioner Laurie Westerlund Commissioner Bill Pratt |
| Aitkin Airport Commission | Monthly | 1 st Thursday | Wedel |
| Aquatic Invasive Species (AIS) | Monthly | 3 rd Thursday | Wedel and Pratt |
| Aitkin County CARE Board | | | Westerlund |
| Aitkin County Community Corrections Advisory | | | Wedel and Westerlund |
| Aitkin County Water Planning Task Force | Bi-monthly | 3 rd Wednesday | Wedel |
| Aitkin Economic Development Administration | As needed | | Wedel |
| Arrowhead Counties Association | 8 or 9x yearly | 1x a month | Niemi and Marcotte |
| Arrowhead Economic Opportunity Agency | Quarterly | | Westerlund |
| Arrowhead Regional Development Council | Monthly | 3 rd Thursday | Niemi |
| ATV Committee | As needed | | Pratt and Marcotte |
| Big Sandy Lake Management Plan | Monthly | 2 nd Thursday | Pratt, Alt. Marcotte |
| Development Achievement Center | Monthly | 3 rd Thursday | Westerlund, Alt. Niemi |
| East Central Regional Library Board | Monthly | 2 nd Monday | Niemi |
| Economic Development | Monthly | 1 st Wednesday | Pratt and Niemi |
| Emergency Management | As needed | | Wedel |
| Environmental Assessment Worksheet | As needed | | Marcotte and Pratt |
| Extension | 4x year | Monday | Wedel and Westerlund |
| Facilities/Technology | As needed | | Wedel and Marcotte |
| H&HS Advisory (Liaison) | Monthly except July | 1 st Wednesday | Westerlund and Pratt |
| Historical Society (Liaison) | Monthly | 4 th Wednesday | Wedel |
| HRA | Monthly | 4 th Monday | Westerlund |
| Investment | As needed | | All Commissioners |
| Joint Powers Natural Resource Board | Monthly | Last Monday | Pratt and Land Cmr Jacobs |
| Labor Management | Quarterly | Varies | Wedel, Alt. Westerlund |
| Lakes and Pines | Monthly | 3 rd Monday | Niemi, Alt. Marcotte |
| Law Library | Quarterly | Set by Judge | Niemi |
| McGregor Airport Commission | Monthly | 1 st Wednesday | Pratt |
| Mille Lacs Fisheries Input Group | | | Westerlund |
| Mille Lacs Watershed | Monthly | 3 rd Monday | Niemi, Westerlund |
| Mississippi Headwaters Board | Monthly | 3 rd Friday | Marcotte |
| MN Rural Counties Caucus | 8x year | Varies | Niemi, Alt. Pratt |
| Natural Resources Advisory Committee | 8-10x year | 2nd Monday | Marcotte and Pratt |
| NE MN Office Job Training | As called | | Niemi |
| Northeast MN ATP | 2x year | | Niemi and Engineer Welle |
| Northeast Waste Advisory Committee | Quarterly | 2 nd Monday | Pratt, Alt. Westerlund |
| Northern Counties Land Use Coordinating Board Ordinance | Monthly | 1 st Thursday | Marcotte, Alt. Pratt |
| Personnel/Insurance | As needed | | Pratt and Marcotte |
| Planning Commission | As needed | | Marcotte and Wedel |
| Planning Commission | Monthly | 3 rd Monday | Westerlund |
| Snake River Watershed | Monthly | 4 th Monday | Niemi |
| Sobriety Court | Monthly | 3 rd Tuesday | Wedel |
| Solid Waste Advisory | As needed | | Pratt and Westerlund |
| Toward Zero Deaths | Monthly | 2 nd Wednesday | Wedel |
| Tri-County Community Health Services | Quarterly & as needed | 2 nd Thursday | Westerlund |