
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on **March 8, 2022, at 8:30 a.m.**, in the Roseau County Courthouse, Room 110, Roseau, MN,* at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

8:35 Delegations/Board Appointments/Public Comments*

8:40 Consent Agenda

1. February 22, 2022, Board Proceedings
2. Off Highway Vehicle Safety Grant

8:45 Committee Reports

8:50 Department Reports

1. Highway
 - a. Title VI & Non-Discrimination Implementation Plan
2. Information Technology (IT)
 - a. Phone System Replacement Project
3. Sheriff
 - a. Records Management System

9:10 County Board Items

1. Commissioner Committee Reports

9:40 Unfinished Business

9:40 Adjourn

NOTE: You may attend this meeting in-person, or virtually via ZOOM. Contact the County Coordinator's Office (218-463-4248), or via email joleen.kezar@co.roseau.mn.us, to request a Zoom link to attend this meeting.

***NOTE:** As required by MN Statute 13D.02, you are hereby notified that Commissioner Roger Falk may be attending the meeting electronically from 1909 Illinois Avenue; Bradenton, Florida, 34207; and, Commissioner Jack Swanson may be attending the meeting electronically from 601 Loyola Avenue; New Orleans, Louisiana, 70113. Both locations are open and accessible to the public.

* -Limited to 5 minutes

County Coordinator's Office e-mail address: joleen.kezar@co.roseau.mn.us, Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, John Horner, Chair - District 2, Jack Swanson, Vice-Chair
District 3, Roger Falk - District 4, Russell Walker - District 5, Daryl Wicklund

An Equal Opportunity Employer

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 22, 2022

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 22, 2022.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by Board Vice-Chair Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Jack Swanson, Russell Walker, and Daryl Wicklund. Roger Falk attended through ZOOM and John Horner was absent. Others present were Joleen Kezar, Dan Davidson, Martie Monsrud, Stephen Slick, Janine Lovold, and John Wynne; while those attending through ZOOM were Diane Gregerson, Kristy Kjos, Karla Langaas, Pam Shaw, Cindy Tangen, Bruce Kimmel, and Mitch Magnusson.

APPROVAL OF AGENDA

Janine Lovold, SWCD, requested the addition of a Two Rivers Plus Joint Powers MCIT Membership Sponsorship Resolution to County Board Items. A motion to approve the amended Agenda was made by Commissioner Walker, seconded by Commissioner Wicklund, and carried unanimously (roll call vote).

COMMENTS AND ANNOUNCEMENTS - NONE

APPROVE BILLS

A motion was made by Commissioner Wicklund, seconded by Commissioner Walker, and carried unanimously (roll call vote) to approve the payment of the following warrants:

Warrants Approved For Payment 2/10/2022 (Warrant #148354-148368)

<u>Vendor Name</u>	<u>Amount</u>
CENTURYLINK	2,755.79
CO-OP SERVICE INC	2,821.08
MN DEPT OF FINANCE -TREAS	3,705.18
MN DEPT OF FINANCE -TREAS	2,166.00
MN ENERGY RESOURCES	3,960.77
RIVERFRONT STATION	4,107.95
ROD WULFF CONSTRUCTION INC	225,150.00
ROSEAU CITY	10,977.25
SUN LIFE ASSURANCE COMPANY OF CANADA	2,757.43
6 Payments less than 2,000.00	2,130.34
Final Total:	260,531.79

Warrants Approved For Payment 2/17/2022 (Warrant #148369-148421)

<u>Vendor Name</u>	<u>Amount</u>
MN ENERGY RESOURCES	3,458.77
NW REGIONAL LIBRARY	108,233.00
PENNINGTON CO SHERIFF	15,760.75
ROSEAU CO AGRICULTURAL SOCIETY	15,000.00
ROSEAU CO HISTORICAL SOCIETY	74,174.00
ROSEAU CO SOIL & WATER CONS	104,205.00
ROSEAU CO TRAILBLAZERS	32,071.81
TOWN OF BARNETT	34,521.32
TOWN OF BARTO	31,378.74

TOWN OF BEAVER	11,305.47
TOWN OF CEDARBEND	23,054.57
TOWN OF DEER	32,991.15
TOWN OF DEWEY	19,565.29
TOWN OF DIETER	30,867.55
TOWN OF ENSTROM	39,512.90
TOWN OF FALUN	26,854.75
TOWN OF GOLDEN VALLEY	24,336.50
TOWN OF GRIMSTAD	23,227.16
TOWN OF HEREIM	30,309.92
TOWN OF HUSS	21,642.44
TOWN OF JADIS	69,060.18
TOWN OF LAKE	125,464.53
TOWN OF LAONA	49,385.19
TOWN OF LIND	21,748.33
TOWN OF MALUNG	38,312.37
TOWN OF MICKINOCK	33,537.96
TOWN OF MOOSE	24,293.44
TOWN OF MORANVILLE	69,449.76
TOWN OF NERESON	24,059.89
TOWN OF PALMVILLE	11,465.06
TOWN OF POHLITZ	12,056.79
TOWN OF POLONIA	26,210.34
TOWN OF POPLAR GROVE	16,974.09
TOWN OF REINE	14,746.79
TOWN OF ROSS	41,008.11
TOWN OF SKAGEN	33,929.39
TOWN OF SOLER	22,939.06
TOWN OF SPRUCE	49,755.30
TOWN OF STAFFORD	30,575.22
TOWN OF STOKES	34,112.64
VERIZON WIRELESS	2,493.98
12 Payments less than 2,000.00	7,344.64
Final Total:	1,461,394.15

Warrants Approved For Payment 2/25/2022 (Warrant #148422-148496)

<u>Vendor Name</u>	<u>Amount</u>
ALLUMA (HOPE COALITION)	2,000.00
AUTO VALUE OF ROSEAU	2,555.73
ENVIRONMENTAL SYSTEMS RESEARCH IN	8,646.30
FARMERS UNION OIL CO-WARROAD	7,846.72
JOHNSON CONTROLS	12,183.34
JOHNSON OIL CO INC	6,114.25
MAR-KIT LANDFILL	42,525.00
MJ ARCHITECTURAL STUDIOS INC	3,710.00
MN COUNTIES COMPUTER COOP	3,600.00
MSOP-MN SEX OFFENDER PROGRAM-D	5,506.20
NORTHERN RESOURCES COOPERATIVE	18,347.13
POLK COUNTY HIGHWAY DEPARTMENT	3,000.00
PRO-WEST & ASSOCIATES INC	3,120.25
ROSEAU CO COOP ASSN	14,851.86
ROSEAU CO HWY DEPT	8,525.00
TAFT STETTINIUS & HOLLISTER LLP	3,637.80
WARROAD MOTORS INC	2,210.89
WIDSETH SMITH NOLTING	5,857.50

ZIEGLER INC
56 Payments less than 2,000.00
Final Total:

3,693.27
27,973.38
185,904.62

DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS - NONE

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Walker, and carried unanimously (roll call vote). The Board, by adoption of its Consent Agenda, approved the February 8, 2022, Regular Board Meeting Proceedings.

DEPARTMENT REPORTS

HIGHWAY

Northland Community & Technical College (NCTC) Safety Training Contract

Engineer Slick requested Board approval of a contract with NCTC for OSHA Safety Training. NCTC has provided this training, specific to Highway Department operations, for many years. Following discussion, Commissioner Walker made a motion, seconded by Commissioner Wicklund, and carried unanimously (roll call vote) to approve the NCTC Safety Training Contract.

Advertisement to Hire – Highway Technician

Engineer Slick requested Board approval to advertise to hire a Highway Technician. This hire is necessitated by an upcoming retirement. Following discussion, a motion was made by Commissioner Walker, seconded by Commissioner Wicklund, and carried unanimously (roll call vote) to approve advertising to hire a Highway Technician.

Advertisement to Hire – Heavy Equipment Operator

Engineer Slick requested Board approval to advertise to hire a Heavy Equipment Operator. This hire is also necessitated by an upcoming retirement. Following discussion, a motion was made by Commissioner Wicklund, seconded by Commissioner Falk, and carried unanimously (roll call vote) to approve advertising to hire a Heavy Equipment Operator.

Call for Bids – 2022 Bituminous Projects

Engineer Slick requested Board approval to Call for Bids for the following 2022 Bituminous Projects: SAP 068-604-031; SAP 068-607-019; and, SAP 068-670-001. Following discussion, Commissioner Walker made a motion, seconded by Commissioner Wicklund, and carried unanimously (roll call vote) to approve the Call for Bids as presented.

MnDOT State Highway 11 Detour Agreement

Engineer Slick requested Board approval of a Resolution authorizing the County to enter into an Agreement with the State of Minnesota Department of Transportation for a detour on Trunk Highway No.11. The Agreement provides for payment by the State to the County for road life consumed on CSAHs 28, 2, and 9 which will be used as a temporary Trunk Highway detour. Following discussion, a motion was made by Commissioner Wicklund, seconded by Commissioner Falk, and carried unanimously (roll call vote) to approve the following Resolution:

2022-02-02

**DETOUR AGREEMENT BETWEEN ROSEAU COUNTY AND THE STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED that Roseau County enter into MnDOT Agreement No. 1048824 with the State of Minnesota, Department of Transportation, for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 28, County State Aid Highway No. 2 and County State Aid Highway No. 9 as a detour route during the construction to be performed upon, along, and adjacent to, Trunk Highway No. 11 from 60 feet West of 430th Avenue to 150 feet East of 430th Avenue, under State Project No. 6803-49 (T.H. 11=11); and

BE IT FURTHER RESOLVED that Roseau County Board Chair, John Horner, and Roseau County Engineer, Stephen Slick, are authorized to execute the Agreement and any amendments to the Agreement.

PUBLIC HEARING – Small Cities Grant Application

A motion to open the Public Hearing was made by Commissioner Walker, seconded by Commissioner Wicklund, and carried unanimously (roll call vote). John Wynne, Northwest Community Action, stated that the purpose of the Public Hearing is to solicit public input concerning the Small Cities Grant Application that the County recently submitted to the State Department of Employment & Economic Development (DEED). If successful, the DEED grant would fund the rehabilitation of owner-occupied substandard properties located in the unincorporated areas of the County. Board Vice-Chair Swanson asked if we had received any written comments from the public. The public provided no written comments. Board Vice-Chair Swanson called for any oral comments from the public. No oral comments were received from the public. A motion to close the Public Hearing was made by Commissioner Walker, seconded by Commissioner Wicklund, and carried unanimously (roll call vote). Following discussion, a motion was made by Commissioner Wicklund, seconded by Commissioner Walker, and carried unanimously (roll call vote) to approve the following Resolution:

2022-02-04

**APPLICATION FOR FUNDING FROM THE 2022 SMALL CITIES DEVELOPMENT
PROGRAM**

BE IT RESOLVED that Roseau County act as the legal sponsor for the project contained in the Application to be submitted on March 11, 2022, and, that the Board Chair and County Coordinator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Roseau County.

BE IT FURTHER RESOLVED that Roseau County has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that Roseau County has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, Roseau County may enter into an agreement with the State of Minnesota for the approved project, and that Roseau County certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Roseau County Board Chair and the Roseau County Coordinator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

John Wynne requested Board approval of the Citizen Participation Plan that is required for the Small Cities Grant Application, pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended. The Citizen Participation Plan ensures that the citizens of Roseau County, particularly persons of low and moderate income residing in areas in which Community Development Block Grant (CDBG) funds are proposed to be used, are encouraged to participate in the planning and implementation of CDBG-funded activities. Following discussion, Commissioner Walker made a motion, seconded by Commissioner Falk, and carried unanimously (roll call vote) to approve the Citizen Participation Plan.

COUNTY BOARD ITEMS

Local Option Sales Tax (LOST) Financed Road Projects – Bond Pre-Sale Report

Bruce Kimmel, Ehlers, presented to the Board a Bond Pre-Sale Report regarding potential road projects to be financed by General Obligation (GO) Bonds, with the subsequent bond debt to be paid with LOST-related revenues. Following review, Commissioner Wicklund made a motion, seconded by Commissioner Falk, and carried unanimously (roll call vote) to direct County Staff and Ehlers to proceed with a \$4,000,000.00 competitive bond sale on March 21, 2022, and to present the winning bid for approval at the March 22, 2022, County Board Meeting.

Memorandum of Understanding (MOU) – Drug Free Communities Grant Funding

County Attorney Kjos requested Board approval of a MOU between Roseau County, Team EPIC Coalition, and Northwest Community Action to administer/manage the Drug Free Communities grant funding. Following discussion, Commissioner Swanson made a motion, seconded by Commissioner Wicklund, and carried unanimously (roll call vote) to approve the MOU as presented.

Memorandum of Understanding (MOU) – Team EPIC Coalition Funding

County Attorney Kjos requested Board approval of a MOU between Roseau County, Team EPIC Coalition, and Northwest Community Action to administer/manage Team EPIC funds. Following discussion, a motion was made by Commissioner Swanson, seconded by Commissioner Walker, and carried unanimously (roll call vote) to approve the MOU as presented.

Janine Lovold, Soil & Water Conservation District (SWCD) – Two Rivers Plus Joint Powers Board Resolution

Janine Lovold, SWCD, met with the Board to request approval of a Resolution supporting Roseau County sponsorship of the Two Rivers Plus Joint Powers Board to become members of the Minnesota Counties Intergovernmental Trust (MCIT). Following discussion, a motion was made by Commissioner Wicklund, seconded by Commissioner Falk, and carried unanimously (roll call vote) to approve the following Resolution:

2022-02-03

**SPONSORSHIP OF THE TWO RIVERS PLUS JOINT POWERS BOARD FOR
MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST MEMBERSHIP**

WHEREAS, Roseau County is a member of the Minnesota Counties Intergovernmental Trust; and

WHEREAS, a current member of the Minnesota Counties Intergovernmental Trust must sponsor a new entity for membership, and

WHEREAS, the Two Rivers Plus Joint Powers Board desires to become a member for the purpose of obtaining property and workers compensation insurance coverage.

NOW, THEREFORE BE IT RESOLVED, that Roseau County agrees to sponsor the Two Rivers Plus Joint Powers Board for membership.

Commissioner Committee Reports (February 8 - 22, 2022)

Commissioner Falk reported on the following committee(s): Highway Committee Meeting; Building Committee Meeting; Roseau River Watershed Joint Board Meeting; Social Services Board Meeting.

Commissioner Swanson reported on the following committee(s): Highway Committee Meeting; Building Committee Meeting; Roseau River Watershed Joint Board Meeting; Jadis Township Board Meeting; University of Minnesota Extension Citizens Advisory Committee Meeting; Statewide Emergency Communications Board Finance Committee Meeting; Juvenile Detention Alternatives Initiative Meeting; Team EPIC Meeting; Minnesota Counties Intergovernmental Trust Board of Directors Meeting; Governors Council on Justice Reinvestment Meeting(s); Legislative Committee Meeting; COVID Stakeholders Meeting(s); Council of State Governments Justice Reinvestment Meeting; Social Services Board Meeting; Interviews for MN DOC Regional Supervisor.

Commissioner Walker reported on the following committee(s): Highway Committee Meeting; Social Services Board Meeting; Roseau River Watershed Joint Board Meeting.

Commissioner Wicklund reported on the following committee(s): Highway Committee Meeting; Social Services Board Meeting; Household Hazardous Waste Committee Meeting; Roseau River Watershed Joint Board Meeting.

Upon motion carried, the Board adjourned the Regular meeting at 9:45 a.m. The next Regular meeting of the Board is scheduled for Tuesday, March 8, 2022, at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

John Horner, Chair
Board of County Commissioners
Roseau County, Minnesota



Roseau County Request for Board Action

Agenda Item #: Consent 2 <small>(for office use only)</small>		
Requested Board Date:	March 8, 2022	Originating Department: Sheriff
Subject Title (as it will appear on the Agenda): Off Highway Vehicle Safety (OHV) Grant	Presenter: Steve Gust	
	Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached OHV Grant, effective July 1, 2021 to July 30, 2023.		
Background: The new 2-year grant has been awarded in the amount of \$7,266.00 for FY 2022, and \$7,266.00 for FY 2023.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

Encumbrance Form

GENERAL INFORMATION:

Requestor: Chuck Niska
Description: Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

Amy.Carlson@co.roseau.mn.us

Total Contract Amount:	\$14,532.00
Effective Date:	July 1, 2021
Expiration Date:	June 30, 2023
Vendor Name:	Roseau County Sheriff's Office
Vendor Address:	606 Fifth Avenue SW #140, Roseau, MN 56751
Vendor #	0000197344 001
Contract #:	207005
PO #:	FY2022: 3-203517 FY2023:

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2102	R2937714	R297401	441302	27842		\$ 7,266.00
2023		2102	R2937714	R297401	441302	27842		\$ 7,266.00
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		\$ 7,266.00
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Roseau County Sheriff's Office, 606 Fifth Avenue SW #140, Roseau, MN 56751 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide 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:*

July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 2023 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.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

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 OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV 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 Off Highway Vehicle 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 reimbursed up to **\$ 7,266.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and **\$ 7,266.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, 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 **\$ 14,532.00**.

4.2 Payment

(a) 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:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**. Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

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 **\$ 7,266.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed **\$ 7,266.00** prior to July 1, 2023.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@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 Amy Carlson, 606 Fifth Avenue SW #140, Roseau, MN 56751, (218) 463-4124, amy.carlson@co.roseau.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

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

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to

in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

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

14.2 Termination for Cause

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

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

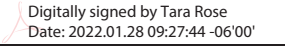
14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

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: Tara Rose  Digitally signed by Tara Rose
Date: 2022.01.28 09:27:44 -06'00'

Date: _____

SWIFT Contract/PO No(s). 207005/3-203517

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



Roseau County Request for Board Action

Agenda Item #: Department Reports 1a <small>(for office use only)</small>		
Requested Board Date:	March 8, 2022	Originating Department: Highway
Subject Title (as it will appear on the Agenda): Title VI & Non-Discrimination Implementation Plan		Presenter: Stephen Slick
		Estimated Amount of Time Needed for Discussion: <input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Requesting Board approval of the attached Plan and subsequent Public Notice of Plan Adoption.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



Roseau County Highway Department

Title VI and Non-Discrimination Implementation Plan

March 8, 2022

Title VI and Non-Discrimination Implementation Plan - Revision Log

Date Month/day/year	Section Revised	Summary of Revisions
03/08/2022	Creation of policy	

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I. Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance. Several other federal legal authorities supplement Title VI by extending protections based on age, sex, disability, limited English proficiency, and low-income status. In addition, the Civil Rights Restoration Act of 1987 clarified Title VI enforcement by mandating that Title VI requirements apply to *all* programs and activities of federal-aid recipients regardless of whether any program or activity involves federal funds. Taken together, these laws require recipients and sub recipients of federal funds to ensure all programs and services are delivered to the public without discrimination.

Roseau County Highway Department (RCHD), as a recipient of federal financial assistance, will ensure full compliance with Title VI of the Civil Rights Act of 1964; 49 C.F.R. Part 21 (Department of Transportation Regulations for the Implementation of Title VI of the Civil Rights Act of 1964); 49 C.F.R. Part 21; and related statutes and regulations. RCHD acknowledges it is subject to and will comply with Federal Highway Administration Title VI Assurances.

This plan explains how RCHD incorporates the requirements of Title VI and related legal authorities into its operations. The plan will be used as a reference for the RCHD and an informational resource for the public. The plan will be updated from time to time to reflect changes in Title VI compliance operations.

II. Legal Authorities

MnDOT’s Title VI compliance program is governed by many legal authorities, including, but not limited to, the list below.

Legal Authority	Summary
Title VI of the Civil Rights Act of 1964 , 42 U.S.C. § 2000d <i>et seq.</i>	Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
Federal-Aid Highway Act of 1973 , 23 U.S.C. § 324.	Prohibits discrimination on the basis of sex in programs and activities receiving federal financial assistance.
Age Discrimination Act of 1975 , 42 U.S.C. § 6101 <i>et seq.</i>	Prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
Section 504 of the Rehabilitation Act of 1973 , 29 U.S.C. § 794.	Prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance.
Uniform Relocation Act of 1970 , 42 U.S.C. § 4601 <i>et seq.</i>	Requires fair treatment of persons displaced by federal-aid programs and projects.
Environmental Justice Executive Order (Exec. Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994).)	Requires federal agencies and federal-aid recipients to identify and address “disproportionately high and adverse human health or environmental effects of its programs, policies and activities on minority populations and low-income populations.”
Limited English Proficiency Executive Order (Exec. Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000).)	Recipients of federal financial assistance must provide meaningful access to limited English proficiency (LEP) applicants and beneficiaries.
49 C.F.R. Part 21	Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
23 C.F.R. Part 200	Title VI Program and Related Statutes - Implementation and Review Procedures.

III. Non-Discrimination Policy Statement

It is the policy of Roseau County that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of Roseau County as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

In addition, Executive Order No. 12898, 59 Fed. Reg. 7629 (Feb. 11, 1994) requires Roseau County to ensure fair treatment and meaningful involvement of low-income populations in all programs and activities, and Executive Order No. 13166, 65 Fed. Reg. 50121 (Aug. 11, 2000) requires agency programs to incorporate access for people with limited English proficiency.

This policy applies to all operations of RCHD, including anyone who acts on behalf of RCHD. This policy also applies to the operations of any department or agency to which Roseau County Highway Department extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

The Minnesota Human Rights Act (MHRA) prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance

"Public service" means any public facility, department, agency, board or commission, owned, operated or managed by or on behalf of the state of Minnesota, or any subdivision thereof, including any county, city, town, township, or independent district in the state.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* and related statutes, and the requirements of 23 C.F.R.) Part 200 and 49 C.F.R. Part 21.

Stephen Slick, P.E. Roseau County Engineer

Date

Mar 8, 2022

IV. Title VI Assurances

The USDOT requires that federal financial assistance be provided on the condition that the recipient provides an assurance that its programs and activities will be conducted in compliance with Title VI of the Civil Rights Act of 1964. The requirement is located at 49 CFR 21.7(a). To support the implementation of this requirement, the USDOT provided an assurances agreement in USDOT Order No. 1050.2A that federal fund recipients and sub recipients must sign as a condition of receiving federal financial assistance.

The assurances agreement provides specific non-discrimination language the RCHD is required to include in bid solicitations or requests for proposal, contracts, and real estate agreements. The RCHD is committed to ensuring the necessary language is used as prescribed in the assurance's agreement.

In accordance with this requirement, the RCHD has signed the USDOT Standard Title VI/Non-Discrimination Assurances. The document is attached as Appendix A.

V. Organization, Staffing, and Structure

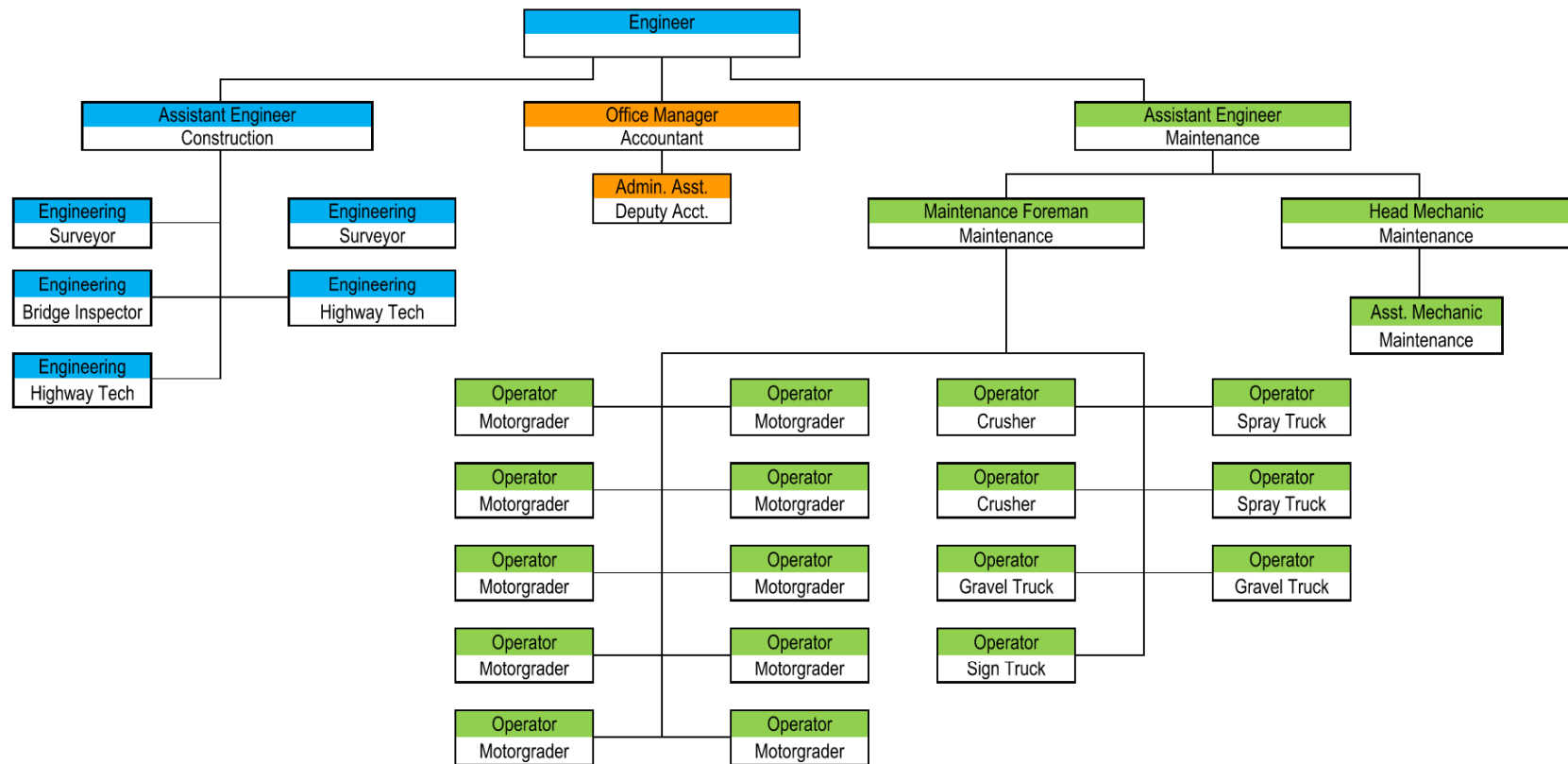
The County Engineer is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 C.F.R. Part 200 and 49 C.F.R. Part 21.

Roseau County Engineer has appointed the position of Assistant County Engineer to perform the duties of the Title VI Coordinator and ensure implementation of agency's Title VI program. The position of Assistant County Engineer is located within the Administrative Division of the Roseau County Highway Department

The Title VI Coordinator is responsible for:

- Maintaining and updating a Title VI Plan on Roseau County Highway Department's behalf.
- Ensuring relevant Department staff receive necessary Title VI training;
- Developing procedures for the County Engineers awareness of the processing and disposition of complaints;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

ROSEAU COUNTY HIGHWAY DEPARTMENT ORGANIZATION CHART (2022)



VI. Primary Program Area Descriptions & Review Procedures

The RCHD engages in the following program areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
<p><i>County Road, Ditch, Bridge and Right of Way Maintenance</i></p>	<p><i>Conduct yearly County Road, Ditch, Bridge and Right-of-Way (ROW) maintenance activities</i></p> <p><i>Key areas of responsibility include:</i></p> <p><i>Maintenance Planning, Execution and Administration; Snow Plowing; Permitting; Policy Establishment; Public Right of Way (ROW) management and permits for private and businesses and other maintenance activities.</i></p>	<p><i>Ensuring contracts and solicitations contain required nondiscrimination notification and appendices from the Title VI Assurances</i></p> <p><i>County Road, Ditch and Bridge Maintenance and ROW Management activities should not create unfair burdens for environmental justice communities.</i></p> <p><i>Collect data from public engagement activities regarding demographics of public participants. Providing language access as needed.</i></p> <p><i>Collecting demographic data from property owners who may be subject to right of way activities.</i></p>	<p><i>The nondiscrimination notification in the Title VI Assurances must be included in bid solicitations and RFPs.</i></p> <p><i>It is the policy of RCHD to adhere to Equal Employment Opportunity/Affirmative Action and civil rights assurance policies, principals and imperatives within planning, development, and implementation of this program area.</i></p> <p><i>Review permits and relocations to ensure nondiscrimination.</i></p> <p><i>Review public engagement activities periodically to determine whether opportunities were offered to all communities. Document language access requests.</i></p>
<p><i>County Road and Bridge Construction Management</i></p>	<p><i>Planning of County Road and Bridge Construction projects related to reconstruction and new construction (versus preservation projects).</i></p>	<p><i>Ensure contracts and solicitations contain required nondiscrimination notification and appendices from the Title VI Assurances.</i></p>	<p><i>The nondiscrimination notification in the Title VI Assurances must be included in bid solicitations and RFPs.</i></p>

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Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
<p><i>County Road and Bridge Construction Management (Continued)</i></p>	<p><i>Key areas of responsibility include:</i></p> <p><i>Coordinate public participation activities for project planning and development as well as relationship-building activities.</i></p>	<p><i>County Road and Bridge Construction activities should provide for comprehensive public participation in project development and not create unfair burdens for environmental justice communities.</i></p> <p><i>Collect data from public engagement activities regarding demographics of public participants.</i></p> <p><i>Providing language access as needed.</i></p>	<p><i>It is the policy of the RCHD to adhere to Equal Employment Opportunity/Affirmative Action and civil rights assurance policies, principles and imperatives within program planning, development, and implementation.</i></p> <p><i>Review project development decisions through equity lens to ensure non-discrimination.</i></p> <p><i>Review public participation activities periodically to determine whether engagement opportunities were offered to all communities.</i></p> <p><i>Document language access requests.</i></p>

RC Highway Department – Title VI and Non-Discrimination Implementation Plan

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
<p><i>Permitting and Regulatory Enforcement</i></p>	<p><i>Permitting transportation uses as required to operate on County Roads; Utility Permitting, Permitting Agriculture, Commercial and Residential uses on County’s right of way.</i></p> <p><i>Key areas of responsibility include:</i></p> <p><i>Issuance of permits for overweight and over dimension loads, right of way uses, public utilities.</i></p> <p><i>Administer regulatory compliance of Statutes and Ordinance related to right of way uses.</i></p>	<p><i>Permitting and enforcement activities should not create unfair burdens for environmental justice (EJ) communities.</i></p> <p><i>Responsible that enforcement activities are conducted fairly.</i></p> <p><i>Responsible to Limited English Proficient (LEP) Persons to take reasonable steps to ensure meaningful access to activities requiring Permitting.</i></p>	<p><i>County’s permitting activities must be accessible and do not discriminate based on race, color, national origin, sex, age, disability, LEP, or low-income status.</i></p> <p><i>A language access plan is implemented to take reasonable steps to reduce language barriers for LEP persons.</i></p> <p><i>Environmental Justice (EJ) principles included in all stages of program planning, development, and implementation.</i></p>

VII. Title VI Complaint Procedures

Scope of Title VI Complaints

No person or groups of persons shall, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by RCHD, and its contractors on the grounds of **race, color, national origin, sex, age, disability, low-income status, creed, religion, marital status, sexual orientation, gender identity, or status with regard to public assistance.**

The scope of Title VI covers all internal and external activities of the RCHD.

The following types of actions are prohibited under Title VI protections (See [49 C.F.R. 21.5](#)):

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups
- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program

How to File a Formal Title VI Complaint

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes state above by the RCHD or its representatives may file a Title VI complaint.

Discrimination complaints **must be received no more than 180 days after the alleged incident** unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);
- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is on-going.

Complainants are encouraged to submit complaints directly to MnDOT via its online complaint form available here: <https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html>. Complaints can also be filed by completing and submitting RCHD's Title VI

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Complaint Form Available at [Highway Department | Roseau County, MN](#), or by sending an email or letter with the necessary information to the RCHD at:

Roseau County Highway Department
ATTN: Assistant Engineer
407 5th Ave. NW
Roseau, MN 56751
Fax: 218-463-2064
Phone: 218-463-2063

The complaint form is also available in hard copy here:

Roseau County Highway Department
Assistant Engineer
407 5th Ave. NW
Roseau, MN 56751

Language assistance is available for limited English proficient (LEP) individuals. MnDOT has hard copy complaint forms available in [Spanish](#), [Somali](#), and [Hmong](#). Other languages can be accommodated as needed.

If necessary, the complainant may call MnDOT at the phone number listed below and provide the allegations by telephone. MnDOT will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590
Email: CivilRights.FHWA@dot.gov
Fax: 202-366-1599
Phone: 202-366-0693

Minnesota Department of Transportation
Office of Civil Rights
385 John Ireland Boulevard, Mail Stop 170
St. Paul, MN 55105
Online: [Complaint Form](#)
Fax: 651-366-3129
Phone: 651-366-3073

Mar 8, 2022

After submitting a complaint, the complainant will receive a correspondence informing them of the status of the complaint within ten (10) business days of the RCHD or other agency receiving the complaint.

Complaints received by RCHD's Title VI Coordinator are forwarded to the MnDOT Office of Civil Rights (OCR). MnDOT OCR will forward the complaint to the FHWA Minnesota Division Office, along with a preliminary processing recommendation. The FHWA Minnesota Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Minnesota Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Minnesota Division Office a written notice that it is dismissing the complaint.
- **Referral/Dismissal:** if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by the RCHD. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to MnDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). MnDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the [Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964](#).



Title VI Complaint Form

Please complete this form to the best of your ability. If you need translation or other assistance, contact the Language Line Solutions at 1-800-367-9559 for phone line service or the Bridge World Language Center at 320-259-9239 or 800-835-6870 for in person assistance.

Name: _____

Address: _____ City: _____ Zip: _____

Phone: Home _____ Work _____ Mobile _____

Email: _____

Basis of Complaint (circle all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Color | <input type="checkbox"/> Creed | <input type="checkbox"/> Gender Identity |
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex | <input type="checkbox"/> Religion | <input type="checkbox"/> Public Assistance Status |
| <input type="checkbox"/> Age | <input type="checkbox"/> Disability | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Other |
| <input type="checkbox"/> Retaliation | <input type="checkbox"/> Low-Income Status | <input type="checkbox"/> Sexual Orientation | |

Who discriminated against you?

Name: _____

Name of Organization: _____

Address: _____ City: _____ Zip: _____

Phone: _____

How were you discriminated against? (Attach additional pages if more space is needed)

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Where did the discrimination occur?

When did the discrimination occur?

Were there any other witnesses to the discrimination?

Name	Organization/Title	Work Telephone	Home Telephone

How would you like to see this situation resolved?

Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who: _____ When: _____

Status (pending, resolved, etc.): _____ Result, if known: _____

Complaint or case number, if known: _____

If you have an attorney in this matter, please provide their contact information:

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Privacy notice: _____ (Roseau County Highway Department) is asking you to provide information in this complaint form which includes private and/or confidential information under the Minnesota Government Data Practices Act. This private/confidential information is being requested so that all allegations of discrimination can be investigated and addressed properly. You are not legally required to provide this information. However, if you do not provide sufficient information, your complaint may not be able to be adequately investigated. The information you provide will be used by _____ (Roseau County Highway Department), Minnesota Department of Transportation and Federal Highway Administration employees whose job assignments reasonably require access to the information. The following also have a legal right to access the information: exclusive representative for any MnDOT or _____ (Roseau County Highway Department) employee who becomes the subject of investigation in connection with your complaint; the arbitrator if discipline imposed on any such employee is appealed to arbitration; the MN Attorney General’s Office; the MN Legislative Auditor’s Office; law enforcement agencies and prosecutorial authorities; persons/entities named pursuant to court order; persons/entities whom you authorize; and any other person or entity authorized by state or federal law.

Signed: _____ Date: _____

VIII. Data Collection

The primary source of Data Collection for RCHD will be the use of U.S. Census data and/or State of Minnesota Demographer data and estimates on populations potentially impacted by RCHD’s projects. RCHD’s process for collecting and analyzing data on the race, color, national origin, low-income status, disability, age, and sex of participants and beneficiaries of the County’s programs and activities will also use local survey data about Title VI requirements. Local survey data collection will include tracking the race/ethnicity, sex, and primary language of public participants in County Project development activities. Participant surveys of programs and activities in various program areas will also be used.

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
County Road, Ditch, Bridge and Right of Way Maintenance	<p>Roseau County will use the U.S. Census data and/or State of Minnesota Demographer data and estimates on populations potentially impacted by Roseau County’s maintenance projects.</p> <p>Public participation data tracking of the race, color, origin, low-income status, disability, age and sex of members of the public participating in maintenance project development meetings.</p> <p>Language access provided when needed.</p>	<p>Roseau County’s programs and activities adhere to Title VI requirements.</p> <p>Document the race/ethnicity of members of the public participating in public meetings and analyze data on populations potentially impacted by Roseau County’s maintenance projects.</p> <p>Determine whether engagement opportunities were offered to all communities and populations potentially impacted by Roseau County’s maintenance projects.</p> <p>Document language access requests</p>
County Road, Ditch, and Bridge Construction Management County Road, Ditch, and Bridge	<p>Roseau County will use the U.S. Census data and/or State of Minnesota Demographer data and estimates on populations potentially impacted by Roseau County’s construction projects.</p> <p>Public participation data tracking of the race, color, origin, low-income status, disability, age and sex of members of the public participating in construction project development meetings.</p>	<p>Roseau County’s programs and activities adhere to Title VI requirements.</p> <p>Document the race/ethnicity of members of the public participating in public meetings and analyze data on populations potentially impacted by Roseau County’s construction projects.</p> <p>Determine whether engagement opportunities were offered to all communities and populations potentially</p>

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Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
Construction Management (Continued)	Public participation data from public engagement activities regarding demographics of public participants. Language access provided when needed.	impacted by Roseau County’s construction projects. Document language access requests.

IX. Public Participation

RCHD will use the U.S. Census data and/or State of Minnesota Demographer data and estimates to identify populations potentially impacted by RCHD's projects. Surveys collecting the race, color, national origin, low-income status, disability, age, and sex of participants of RCHD's programs and activities will be collected when appropriate. All Public Meetings and Civic Engagements opportunities are open to the public to participate. RCHD uses several forums and avenues for public outreach. RCHD uses the Roseau County Board of Commissioners Meetings for County Engineer Reports, RCHD updates, project and activity approvals, and Public Hearings. RCHD uses traditional means and methods of public outreach to include public notices and news items in the local newspaper and on the radio. There are daily news sheets distributed throughout the Community and businesses by the local radio station, coupled with the information posted on the radio station's website, as well as announced as appropriate on their two (2) broadcasting radio stations.

RCHD has dedicated web pages on the Roseau County website <http://www.co.roseau.mn.us/index.php> for each program area, and also includes Transportation project bids and associated links.

RCHD conducts planning and informational meetings to provide for public participation on projects and activities when appropriate. These meetings would include any Title VI accommodations required. RCHD adheres to Equal Employment Opportunity/Affirmative Action and civil rights assurance policies, principals and imperatives within program planning, development, and implementation. These policies are essential parts to bid documents and proposals.

RCHD produces fact sheets and informational flyers for specific areas of interest to the public. RCHD also uses additional Public Hearings, Planning Meetings, Open Houses, Task Forces and Steering Committees to engage the public for comprehensive and strategic planning endeavors, all of which are advertised public meetings. Roseau County and the RCHD also uses website and manual contact forms and records to log issues and recommendations by the public, as well as to track the responses to resident concerns.

X. Limited English Proficiency (LEP) & Language Access

RCHD currently provides language access guidance as needed by the Title VI Specialist.

RCHD conducted a LEP four (4) factor analysis, which is outlined below. The results of the LEP four factor analysis will be reviewed on a five year basis to help identify the needs of the LEP populations served. (Appendix G)

Requirements to Provide Meaningful Access to LEP Persons

The USDOT published Policy Guidance Concerning Recipients' Responsibilities to LEP Persons in December 2005. According to this guidance, recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. This is designed to be a flexible and fact-dependent standard, with the starting point being an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient; (2) the frequency with which LEP individuals come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the recipient to people's lives; and (4) the resources available to the recipient and associated costs.

Legal Background

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations provided by the former Department of Health, Education, and Welfare to hold that Title VI prohibits conduct that has a disproportionate effect on limited English proficient (LEP) individuals because such conduct constitutes national origin discrimination.

[Executive Order 13166](#), "Improving Access to Services for Persons with Limited English Proficiency," reprinted at 65 FR 50121, August 16, 2000, directs each Federal agency to examine the services it provides and to develop and implement a system by which LEP individuals can meaningfully access those services. Federal agencies were instructed to publish guidance to assist states and local governments who receive federal funds with their obligations to LEP individuals under Title VI. The Executive Order states that federal fund recipients, like Roseau County Highway Department, must take reasonable steps to ensure meaningful access to their programs and activities for LEP individuals.

RC Highway Department – Title VI and Non-Discrimination Implementation Plan
The U.S. Department of Transportation (DOT) published [revised guidance](#) for its recipients on

December 14, 2005. This document states that Title VI and its implementing regulations require that DOT recipients take reasonable steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP individuals. Recipients use the DOT LEP Guidance to determine how best to comply with statutory and regulatory LEP obligations.

Identifying Limited English Proficient Populations (Four-Factor Analysis)

Title VI and its regulations require Roseau County Highway Department to take reasonable steps to ensure meaningful access to its information and services. What constitutes reasonable steps to ensure meaningful access is flexible, fact-dependent, and contingent on a four-factor analysis established by the U.S. Department of Justice. The four-factor analysis is an individualized assessment that should be applied to all districts, offices, programs, and activities to determine what reasonable steps must be taken to ensure meaningful access for LEP individuals. The analysis below is updated at least once every five years.

The LEP Four Factor Analysis

Factor #1: Demography

The demographic information outlined in the appendix was collected for County purposes. For each applicable program area, a specific analysis must be done to determine the number of LEP populations that may be affected. Demographic information was gathered from the United States Census Bureau. In 2019, the languages spoken at home by ability to speak English for the population 5 years and over less than “very well” are listed in the attached table, Appendix F.

For further information about immigration and language visit the Minnesota State Demographer’s website, American Community Survey and U.S. Census Bureau.

Factor #2: Frequency

RCHD is committed to assessing, as accurately as possible, the frequency with which LEP persons from different language groups encounter RCHD programs and activities.

LEP persons interact in several ways with RCHD, including but not limited to:

- Public meetings;
- Community events;
- Project-specific meetings, events, and discussions;
- Online engagement;
- Walk-in requests for information;
- Phone communications;
- Customer service interactions;
- Surveys for information;
- Requests for permits.

Factor #3: Importance

As provided in USDOT's LEP policy guidance, the more important the activity, information, service, or program, or the greater the possible consequences of the contact to LEP persons, the more likely language services are needed. RCHD is committed to assessing the services provided by each program area to determine the implications for an LEP person or community in order to ensure meaningful access.

Factor #4: Resources

RCHD serves the entire County of Roseau, Minnesota. For each applicable program area analysis may be done to determine the most cost-effective means of delivering competent and accurate language services to LEP populations that are affected.

The Safe Harbor Provision

In order to ensure with greater certainty that recipients comply with the obligations to provide written translations in languages other than English, USDOT's LEP policy guidance outlines the circumstances in which providing a "safe harbor" can be utilized. A "safe harbor" means that if a recipient provides written translations under these circumstances, this will be considered strong evidence of compliance with the recipient's written translation obligations under Title VI. The Safe Harbor Provision for translation provides that RCHD can show strong evidence of compliance by:

- Providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered, or

- Not translating vital written materials if there are fewer than 50 persons in a language group that reaches the 5% trigger but providing written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Roseau County Highway Department Language Access Services

Because the LEP four factor analysis demonstrates that there may be a need for meaningful access to engage LEP populations, RCHD works with the Language Line Services at 1-800-367-9559 for phone line service or the Bridge World Language Center at 320-259-9239 or 1-800-835-6870 for in person assistance.

How does your agency identify LEP communities for outreach?

- RCHD currently provides language access guidance as needed.
- RCHD conducted a LEP four factor analysis. The results of the LEP four factor analysis will be reviewed on a five year basis to help identify the needs of the LEP populations served.

What vendors or language access solutions does your agency provide for interpretation and translation services as requested?

- If customers and residents need translation or other assistance, RCHD will advise and assist them in contacting the Language Line Services at 1-800-367-9559 for phone line service or the Bridge World Language Center at 320-259-9239 or 1-800-835-6870 for in person assistance.

How does your agency determine which documents are “vital” and therefore require translation?

- RCHD uses personal contact, the County website, manual contact forms, and records to log issues and recommendations by the public, as well as to track the responses to resident concerns towards identifying “vital” documents requiring translation. Currently, the RCHD has not identified any specific vital documents requiring translation.

XI. Environmental Justice

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires federal agencies to make achieving environmental justice a part of its mission by identifying and addressing disproportionately high and adverse human health and environmental effects of their programs, policies, and activities on minority and low-income populations. The requirements are to be carried out to the greatest extent practicable and permitted by law.

In May 2012, USDOT issued an update to DOT Order 5610.2(a), DOT Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which was originally published in April 1997. The revised Order continues to be a key component of DOT's environmental justice strategy. It updates and clarifies certain aspects of the original Order while maintaining its general framework and procedures and DOT's commitment to promote the principles of environmental justice in all DOT programs, policies, and activities.

RCHD will strive to achieve the same key components of DOT's environmental justice strategy and commitment to promote the principles of environmental justice in all RCHD's programs, policies, and activities. These policies outline actions and factors to address environmental justice in order to identify and avoid discrimination and disproportionality high and adverse effects on minority and low-income populations:

1. Identify and evaluate environmental, public health, and interrelated social and economic effects of RCHD programs, policies, and activities;
2. Propose measures to avoid, minimize, and/or mitigate disproportionately high and adverse environmental and public health effects and interrelated social and economic effects, and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by RCHD programs, policies, and activities, where permitted by law and consistent with Executive Order 12898;
3. Consider alternatives to proposed programs, policies, and activities where such alternatives would result in avoiding and/or minimizing disproportionately high and adverse human health or environmental impacts, consistent with Executive Order 12898; and,
4. Elicit public involvement opportunities and consider the results thereof, including soliciting input from affected minority populations and low-income populations in considering alternatives.

RCHD supports environmental justice through every stage of the planning, construction and maintenance processes, consistent with the factors outlined above. This ensures RCHD

gains input from the community that will help shape how RCHD builds and maintains roads, bridges, parks and trails.

Some ways in which the RCHD accomplishes this are:

- Ensuring the full and fair participation by all potentially affected communities in the transportation decision-making process;
- Avoiding, minimizing or mitigating disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- Providing timely information to area residents and businesses affected by transportation plans and projects;
- Performing periodic reviews of public involvement process to gauge effectiveness, making revisions as necessary; and
- Preventing the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

XII. Notice of Rights

RCHD disseminates the Title VI Policy notice using the County Website, where the Equal Opportunity and Civil Rights Policy can be found, coupled with Title VI information incorporated into Contracts for Bid. Currently, the RCHD has not identified specific vital documents requiring translation.

Your Rights Against Discrimination under Title VI of the Civil Rights Act of 1964

RCHD is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, sex, age, disability, limited English proficiency or low-income status in any and all programs, activities, or services administered by the department in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination legal authorities.

In addition, the Minnesota Human Rights Act prohibits discrimination in the provision of public services on the basis of race, color, creed, religion, national origin, sex, marital status, disability, gender identity, sexual orientation, and status with regard to public assistance.

If you believe you have been aggrieved by an unlawful discriminatory practice, or wish to request more information about the department's obligations under Title VI, please contact us at the following address and telephone number:

Roseau County Highway Department Contact:

Stephen Slick
Roseau County Highway Dept.
County Engineer
Phone: 218-463-2063
stephen.slick@co.roseau.mn.us

A Title VI complaint may also be submitted to MnDOT online at:
<https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html>

or using the contact information:

Minnesota Department of Transportation
Office of Civil Rights
395 John Ireland Blvd, Mail Stop 170
St. Paul, MN 55155
Phone: 651-366-3073
Fax: 651-366-3129

RC Highway Department – Title VI and Non-Discrimination Implementation Plan

The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A

USDOT Document Pages 2 through 4 and Appendix A through I to follow.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The Roseau County Highway Department (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non--discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Roseau County Highway Department in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of **Appendix A and E** of this Assurance in every contract or agreement subject to the Acts and the Regulations:
4. The Recipient will insert the clauses of **Appendix B** of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operate in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in **Appendix C** and **Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and.
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, Roseau County Highway Department also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Roseau County Highway Department gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA**. This ASSURANCE is binding on Roseau County Highway Department other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in its programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Roseau County Highway Department
(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended fromtime to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Roseau County Highway Department will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Highway Administration (FHWA)**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Roseau County Highway Department all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Roseau County Highway Department and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Roseau County Highway Department its successors and assigns.

The Roseau County Highway Department, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] (2) that the Roseau County Highway Department will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Roseau County Highway Department pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Roseau County Highway Department will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Roseau County Highway Department will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Roseau County Highway Department and its assigns.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered by Roseau County Highway Department pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Roseau County Highway Department will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Roseau County Highway Department will there upon revert to and vest in and become the Absolute property of Roseau County Highway Department its assigns.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Appendix F

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

Survey/Program: American Community Survey

Years: 2019

Table: B16001

Label	Roseau County, Minnesota Estimated
Total:	14,464
Speak only English	13,948
Spanish:	55
Speak English "very well"	47
Speak English less than "very well"	8
French, Haitian, or Cajun:	13
Speak English "very well"	13
Speak English less than "very well"	0
German or other West Germanic languages:	39
Speak English "very well"	34
Speak English less than "very well"	5
Russian, Polish, or other Slavic languages:	61
Speak English "very well"	23
Speak English less than "very well"	38
Other Indo-European languages:	43
Speak English "very well"	39
Speak English less than "very well"	4
Korean:	4
Speak English "very well"	1
Speak English less than "very well"	3
Chinese (incl. Mandarin, Cantonese):	2
Speak English "very well"	2
Speak English less than "very well"	0
Vietnamese:	5
Speak English "very well"	5
Speak English less than "very well"	0
Tagalog (incl. Filipino):	51
Speak English "very well"	32
Speak English less than "very well"	19
Other Asian and Pacific Island languages:	226
Speak English "very well"	77
Speak English less than "very well"	149
Arabic:	3
Speak English "very well"	0
Speak English less than "very well"	3
Other and unspecified languages:	14
Speak English "very well"	14
Speak English less than "very well"	0

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Roseau County Highway Department Limited English Proficiency Plan - Four Factor Analysis

Requirements to Provide Meaningful Access to LEP Persons

According to the Office for Civil Rights (OCR), in order to avoid discrimination on the basis of national origin against persons with Limited English Proficiency (LEP), recipients of federal financial funding from the U.S. Department of Transportation (USDOT) must take adequate steps to ensure that persons with LEP receive the language assistance necessary to allow them meaningful access to services, free of charge. This plan serves the purpose of meeting the legal obligation to provide meaningful access to person with LEP in compliance with: Title VI of the Civil Rights Act of 1964; Statutory Citation: 42 USC 2000d et seq. Regulatory Citation: 45 CFR Part 80. Administrative Citation: 65 Fed. Reg. 52762 (2000).

The USDOT published Policy Guidance Concerning Recipients' Responsibilities to LEP Persons in December 2005. According to this guidance, recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. This is designed to be a flexible and fact-dependent standard, with the starting point being an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient; (2) the frequency with which LEP individuals come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the recipient to people's lives; and (4) the resources available to the recipient and associated costs.

Roseau County Highway Department (RCHD) initial LEP four (4) factor analysis is outlined below. The results of the LEP four factor analysis will be reviewed on a five (5) year basis to help identify the needs of the LEP populations served.

The LEP Four Factor Analysis

The RCHD LEP Plan has been developed to serve its contractors, customers and interested members of the public who do not speak English or who speak limited English. A limited English proficient individual is an individual who has limited English proficiency where he/she is unable to speak, read, write or understand the English language at a level that allows him/her to interact effectively with RCHD staff. People with LEP shall not be excluded from receiving information, or experience delays, denials, or termination of RCHD services because of language barriers. An analysis was completed utilizing the American Community Survey for Roseau County to determine the number of LEP, minority, and low-income populations that may be affected. In 2015, the languages spoken at home by ability to speak English for the population 5 years and over less than "very well" was reconciled for the greatest potential LEP population. For further information about immigration and language visit the Minnesota State Demographer's website, American Community Survey and U.S. Census Bureau.

Factor #1: Demography

The demographic information outlined below was collected through information available from the United States Census Bureau **American Community Survey**. Each applicable program, project, service, or activity, received consideration and analysis, coupled with consult with and guidance from the MnDOT OCR. It was determined that it was reasonable to establish at this time, that there **is not** a particular population living, working or interacting with the RCHD who have limited English proficiency where he/she is unable to speak, read, write or understand the English language at a level that **does not** allows him/her to interact effectively with RCHD staff. It has been recommended by the MnDOT OCR, that a reasonable recurring review be further conducted on a five-year basis to determine if a more comprehensive and applicable program review and analysis is warranted. Out of the estimated total of 14,464 residents of Roseau County, 13,948 speak only English (96.43%).

Nevertheless, from the American Community Survey, for Roseau County, Minnesota (Estimated), the only moderately notable language of potentially increasing prominence is for the "Other Asian or Pacific Island Languages" category at 226 (1.56 %), of which 77 speak English "very well" (35% of the overall language category), with the remaining percentage (65%) speak English (149) "less than 'very well'" (.53 % and 1.03 % of the total estimated population respectively). All other categories listed were considered less significant than the "Other Asian or Pacific Island Languages" category.

Similarly, when this population is compared to the "Safe Harbor Provision" thresholds, where recipients must comply with the obligations to provide written translations in languages other than English, to be considered in compliance and providing strong evidence of compliance with the recipient's written translation obligations under Title VI, the " Other Asian or Pacific Island Languages " category is less than a quarter of the threshold required to provide translations of vital documents for each eligible LEP language group. That constitutes 5% (723) or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered when the overall population of the "Other Asian or Pacific Island Languages " category is 226 in total. The 226 estimated individuals of this eligible LEP language group, does not reach the 5% trigger for the Safe Harbor Provision.

Factor #2: Frequency

RCHD is committed to assessing, as accurately as possible, the frequency with which LEP persons from different language groups come into contact with RCHD programs and activities.

LEP persons may interact in several ways with RCHD, including but not limited to:

- Project-specific meetings, events, and discussions
- Community events
- Phone communications
- Walk-in requests for information
- Requests for permits, licenses or materials
- Public meetings
- Surveys for information
- Online engagement
- Customer service interaction
- Real estate transactions

The RCHD **has not** noted a particular population living, working or interacting with the RCHD who have limited English proficiency where he/she is unable to speak, read, write or understand the English language at a level that **did not** allows him/her to interact effectively with RCHD staff. Additionally, in retrospect, any of the staff beyond a 3-year look back,

have not encountered any individual interacting with the RCHD where he/she was unable to speak, read, write or understand the English language adequately as to interact effectively with RCHD staff.

RCHD will assess, as accurately as possible over the next 5-year period, the frequency with which LEP persons from different language groups come into contact with RCHD programs and activities. This will be accomplished using the enclosed Roseau County Title VI Data Collection Form provided in Enclosure 1 to Appendix C. The Demography and Frequency of the offering to complete, and/or the completion of the RC Title VI Data Collection Form, will be accumulated, compiled and statistically interpreted on a yearly basis.

Factor #3: Importance

As provided in USDOT's LEP policy guidance, the more important the activity, information, service, or program, or the greater the possible consequences of the contact to LEP persons, the more likely language services are needed. RCHD is committed to assessing the services provided by each program area or activity to determine the implications for an LEP person or community in order to ensure meaningful access.

The important Program Areas for RCHD are *County Road, Bridge and Right of Way Maintenance; County Road and Bridge Construction Management; Parks and Trails Construction, Maintenance, and Management; Solid Waste and Recycling Program Management; and, Permitting*. In reviewing procedures for non-discrimination, there are contrasting elements between with the four-factor analysis when it is applied in the RCHD Program Areas. In the areas of County Road, Bridge and Right of Way Maintenance, County Road and Bridge Construction Management, Parks and Trails Construction, Maintenance, and Management, the preponderance of interaction and higher frequency is with internal employees, the MnDOT, other County partners and Contractors, whereas there may be potential important interactions with individuals within the key areas of responsibility when addressing recommendations, concerns and issues of residents for Public Right-of-Way (ROW) management and permitting. This is an area of potential **higher importance** yet is generally of **lower frequency**. This is recognized and Data Collection efforts will be applied accordingly.

Conversely, the Solid Waste and Recycling Program Management, and Permitting may have a higher frequency of potential interaction, coupled with a lesser importance. This is recognized and Data Collection efforts will be applied accordingly.

Factor #4: Resources

RCHD serves the entire County of Roseau, Minnesota. For each applicable program, project, service, or activity, analysis may be done to determine the most cost-effective means of delivering competent and accurate language services to LEP populations that are affected. Primarily in consideration of the assessment and analysis of the LEP Four Factor Analysis, Factors #1-3, will use the Data Collection Form as most appropriate interactions of the RCHD staff. Additionally, Roseau County will use the **RC Public Works Department - Title VI and Non-Discrimination Implementation Plan** as the base resource and plan, and *Section VI. Primary Program Area Descriptions & Review Procedures* for reviewing procedures for ensuring non-discrimination, and *Section VIII. Data Collection* for the intended outcome of data analysis and the Title VI imperatives for collecting the data.

Because the LEP four factor analysis demonstrates that there may be a need for meaningful access to engage LEP populations, RCHD works with the Language Line Services at 1-800-367-9559 for phone line service or the Bridge World Language Center at 320-259-9239 or 1-800-835-6870 for in person assistance.

Finally, from the RCHD LEP Four Factor Analysis and recognizing that within Roseau County, there may be an unidentified and growing population of the Asian and south pacific residents potentially impacted by RCHD's projects, RCHD will work with any known group that has the potential to represent LEP populations that LEP persons may interact RCHD. Roseau County coupled with a community specific initiative and resource such as the "Faith and Justice", a local organized group who could or may represent this population and serve as a LEP specific resource, will seek these opportunities for outreach and education for LEP communities with regards to RCHD's adherence to MnDOT's Title VI program.

**ROSEAU COUNTY HIGHWAY DEPT.
TITLE VI PUBLIC PARTICIPATION SURVEY**

(Rev. 06-2021)

PLEASE USE DARK INK AND PRINT CLEARLY

The Civil Rights Act of 1964 and related nondiscrimination authorities require the Roseau County Highway Department to ensure everyone has the opportunity to comment on the transportation programs and activities that may affect their community.

To help with that, we ask that you respond to the following questions. You are not obligated to disclose the information requested in order to participate. Any information provided to Roseau County Highway Department will be retained solely for the purpose of collecting statistical data to ensure inclusion of all segments of the population affected by transportation programs and activities.

Sex:	<input type="checkbox"/> Female	<input type="checkbox"/> Male	Disability:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Age:	<input type="checkbox"/> 34 and younger	<input type="checkbox"/> 35-54	<input type="checkbox"/> 55 and older		
Race:					
<input type="checkbox"/> American Indian/Alaskan Native			<input type="checkbox"/> Native Hawaiian/Other Pacific Islander		
<input type="checkbox"/> Asian			<input type="checkbox"/> White		
<input type="checkbox"/> Black/African American			<input type="checkbox"/> Other _____		
<input type="checkbox"/> Hispanic or Latino					
Language most frequently spoken in your home:					
<input type="checkbox"/> Arabic	<input type="checkbox"/> Nepali			<input type="checkbox"/> Swahili	
<input type="checkbox"/> Bosnian	<input type="checkbox"/> Russian			<input type="checkbox"/> Turkish	
<input type="checkbox"/> Croatian	<input type="checkbox"/> Serbian			<input type="checkbox"/> Vietnamese	
<input type="checkbox"/> English	<input type="checkbox"/> Somali			<input type="checkbox"/> Other _____	
<input type="checkbox"/> German	<input type="checkbox"/> Spanish				
Do you receive public assistance?					
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Prefer Not to Answer					

After you have completed this form, please place it in the designated location.

Office Use Only:

Meeting Title: _____

Meeting Date: - -

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COUNTY ENGINEER
STEPHEN SLICK
*Roseau County Highway Department
407 5TH Ave. NW
Roseau, MN 56751
218-463-2063
Fax: 218-463-2064*

Public Notice of Title VI Program Rights

The Roseau County Highway Department gives public notice of its policy to uphold and assure full compliance with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964 and related non-discrimination authorities. Title VI and related nondiscrimination authorities stipulate that no person in the United States of America shall on the grounds of race, color, national origin, sex, age, disability, low-income status or Limited English Proficiency be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

Any person who desires more information regarding Roseau County Highway Department's Title VI Program can read the [Title VI program plan](#) online at Roseau County's Website at www.co.roseau.mn.us/ under the Highway Department's web page, or contact the Title VI Coordinator – Ryan Murray, Roseau County Highway Department, 407 5th Avenue Northwest, Roseau, MN 56751, or at 218-463-2063.

If you need information translated into another language, or require information in an alternative format, please contact Jeff Pelowski, County Coordinator, 606 5th Ave SW, MN, 56751, pelowski@co.roseau.mn.us.

Any person who believes She/He has, individually or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, national origin, sex, age, disability, low-income status or Limited English Proficiency (LEP) may file a complaint directly to MnDOT via its online complaint form available here: <https://www.dot.state.mn.us/civilrights/nondiscrimination-complaint-form.html> . The complaint form is also available in hard copy at the Roseau County Highway Department office, 407 5th Avenue Northwest, Roseau, MN 56751. Language assistance is available for limited English proficient individuals. MnDOT has hard copy complaint forms available in [Spanish](#), [Somali](#), and [Hmong](#).

Alternatively, a complaint may be directly filed with the Federal Highway Administration by mailing a complaint to the Minnesota Division Office, 380 Jackson Street, Suite 500, St. Paul, MN, 55101. Telephone: 651-291-6100.



Roseau County Request for Board Action

Agenda Item #: Department Reports 2a <small>(for office use only)</small>		
Requested Board Date:	March 8, 2022	Originating Department: Information Technology
Subject Title (as it will appear on the Agenda): Phone System Replacement Project	Presenter: Chris Stauffer	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval of the attached quote from Wiktel to provide and install a hosted VOIP phone system.		
Background: As previously discussed with the Board, the current County phone system is at the end of its useful life as parts & accessories are becoming difficult to find; and, the system lacks the features to support a mobile and remote workforce.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting:		
<input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

WIKTEL BID (service and materials)



Date: 2/18/2022
 Job Number:

TO:
 Roseau County
 Chris Stauffer

Roseau, Mn
chris.stauffer@co.roseau.mn.us

We are pleased to submit the following bid:

Job Description: Install VOIP Hosted PBX Service

SERVICE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
160.00	VOIP Phone Extension	6.50	\$1,040.00
	Cell phone and Computer app one time purchase from zoiper		\$0.00
24.00	Lines for incoming and outgoing calls		\$1,008.36
	Includes all Taxes, DID's and Unlimited Long Distance		
10.00	Analog Fax Lines	35.14	\$351.40
	Voicemail for each phone and Voicemail to text/email		\$0.00
	Fax to Email Service		\$0.00
	Software updates, 24x7 Support		\$0.00
Monthly Recurring Total:			\$2,399.76

MATERIALS & LABOR

	DESCRIPTION	CHARGES	TOTAL
160.00	Polycom VVX 450 12 Button IP Phone	310.00	\$49,600.00
10.00	Polycom Color VVX expansion Module (side car)	237.00	\$2,370.00
1.00	Misc Jacks, Cables etc..	1,000.00	\$1,000.00
1.00	Jabra Engage 75 Head Set	355.00	\$355.00
2.00	Door Phones with Access Control	699.00	\$1,398.00
1.00	Paging Adaptor (City Shop)	506.00	\$506.00
1.00	4 Port amp with 4 Bogen 15 Watt Horns (City Shop)	839.00	\$839.00
80.00	Phone Installation and Training	65.00	\$5,200.00
	Hosted PBX SETUP	4,900.00	\$4,900.00
		Labor	\$10,100.00
	NOTE: Connecting Point to provide Network	Equipment	\$56,068.00
	Connection in each office		
Non Recurring Total:			\$66,168.00

Price valid until: 5/1/2022



Roseau County Request for Board Action

Agenda Item #: Department Reports 3a <small>(for office use only)</small>		
Requested Board Date:	March 8, 2022	Originating Department: Sheriff
Subject Title (as it will appear on the Agenda): Records Management System (RMS)	Presenter: Steve Gust	
	Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Requesting Board approval to purchase the Vesta Solutions (Motorola) with 911 Delivery RMS.		
Background: As previously discussed with the Board at numerous Work Sessions.		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

Vesta Solutions Service Order Agreement No. 1

1. TERM OF SERVICE ORDER AGREEMENT

This Vesta Solutions Service Order Agreement (“SOA”) shall commence on March 16, 2022 (the “SOA Effective Date”) and terminate 5 years after the Services Commencement Date (the “Initial Term”), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the “MSA”).

2. DEFINITIONS

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

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

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

3. SERVICES

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

3.1 REGULATED SERVICES

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

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

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

B. VESTA® ROUTER SERVICE – GEOSPATIAL

(INDICATE SELECTION BY CHECKING BOX)

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

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

- MPLS Circuits

3.2 OPTIONAL SERVICES

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

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

3.3 SERVICES COMMENCEMENT DATE

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

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

4. PRICING

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

Vesta Solutions Service Order Agreement No. 1

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

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

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

4.2 MONTHLY RECURRING CHARGES

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

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

5. INVOICING AND PAYMENT

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

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

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

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

6. GOVERNMENTAL/OTHER CHARGES

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

7. COMMISSION JURISDICTION

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

8. ORDER OF PRECEDENCE

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

CUSTOMER

Print Name: _____

Signed: _____

Title: _____ Date: _____

VESTA SOLUTIONS, INC.

Signed: _____

Print Name: _____

Title: _____ Date: _____

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 1 PRICING SCHEDULE

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

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

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

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

MONTHLY RECURRING CHARGES (MRC) SCHEDULE OF PAYMENTS

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

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

Vesta Solutions Service Order Agreement No. 1

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

NON-RECURRING CHARGES (NRC)

NON-RECURRING CHARGES	Per PSAP/Per Position	Number of PSAPs/Positions	Total Amount
1. VESTA 9-1-1 Backroom (Per PSAP) - Contract Execution – 100%	\$10,000.00	1 PSAP	\$10,000.00
2. VESTA Local Survivability (Per PSAP) - Shipment of Equipment to PSAP – 100%			
3. VESTA 9-1-1 PSAP (Per Position) - Shipment of Equipment to PSAP – 100%	\$2,500.00	1	\$2500.00
4. VESTA CommandPOST (Per Position) - Shipment of Equipment to PSAP – 100%	\$2,000.00	1	\$2000.00
SUBTOTAL (NRC/ADVANCE PAYMENTS)			\$14,500.00

MONTHLY RECURRING CHARGES (MRC)

OPTIONAL SERVICES (VESTA 9-1-1 as a Service)	Monthly Rate Per Position	Number of Positions	Monthly Rate Total	Number of Months	Total Amount (Initial Term)
REQUIRED ITEMS					
VESTA 9-1-1 CPE	\$660.00	2	\$1,320.00	60	\$79,200.00
OPTIONAL ITEMS					
VESTA Local Survivability (per PSAP)					
VESTA Analytics	\$45.00	2	\$90.00	60	\$5,400.00
VESTA Map Local - Basic					
VESTA Map Local - Premium	\$110.00	2	\$220.00	60	\$13,200.00
VESTA Activity View					
VESTA Heads-Up Display					
VESTA Phone CommandPOST					
VESTA SIP					
VESTA 9-1-1 Dark/Backup Position					
SUBTOTAL (MRC)					\$97,800.00

A LA CARTE ITEMS			Price/Training	Number Required	Total Amount
VESTA 9-1-1 Admin. Standard Training			\$4,262.00	1	\$4,262.00
VESTA 9-1-1 Admin. Complex Training					
VESTA 9-1-1 Agent Training			\$1,279.00	2	\$2,558.00
VESTA 9-1-1 Agent TTT					
VESTA Analytics Admin. Training			\$2,131.00	1	\$2,131.00
VESTA Activity View Training					
VESTA 9-1-1 SMS Admin. Delta training			\$1,267.00	1	\$1,267.00
VESTA 9-1-1 SMS Agent Delta Training			\$634.00	2	\$1,268.00
VESTA 9-1-1 SMS TTT Delta Training					
VESTA 9-1-1 SIP Phone Training					
VESTA Map Training			\$1,279.00	2	\$2,558.00
Cutover Coaching			\$2,131.00	1	\$2,131.00
VESTA Map GIS Admin Training			\$312.00	1	\$312.00
CommandPOST Accessories (Optional)			\$4,202.88	1	\$4,202.88
SUBTOTAL (A La Carte)					\$20,689.88

TOTALS – NRC, MRC and A La Carte Items	
SUBTOTAL – NRC	\$14,500
SUBTOTAL – MRC	\$97,800.00
SUBTOTAL – A La Carte Items	\$20,689.88
TOTAL AMOUNT	\$132,989.88
PREPAYMENT INCENTIVE AMOUNT (MRC – 5%)	(\$4,890)
TOTAL IF PAID IN FULL UP FRONT	\$128,099.88

Vesta Solutions Service Order Agreement No. 1

Vesta Solutions Service Order Agreement No. 1

ATTACHMENT 2 PROPOSAL

MN Vesta SaaS Pricing for:
Roseau MN

Last Updated: 2/13/2022

Non-recurring charges (NRC)	Unit	Price	Subtotal
VESTA 9-1-1 PSAP Fee	1	\$ 10,000.00	\$ 10,000.00
Local Survivability Fee		\$ 10,000.00	\$ -
VESTA 9-1-1 Per Position Fee	1	\$ 2,500.00	\$ 2,500.00
VESTA Command POST	1	\$ 2,000.00	\$ 2,000.00
VESTA CommandPOST Accessories (Optional)	1	\$ 4,202.88	\$ 4,202.88
VESTA 9-1-1 Admin Standard training	1	\$ 4,262.00	\$ 4,262.00
VESTA 9-1-1 Admin Complex training		\$ 5,541.00	\$ -
VESTA 9-1-1 Agent training	2	\$ 1,279.00	\$ 2,558.00
VESTA 9-1-1 Agent TTT		\$ 3,168.00	\$ -
VESTA Analytics Admin training	1	\$ 2,131.00	\$ 2,131.00
VESTA Activity View E-Learn		\$ 524.00	\$ -
VESTA 9-1-1 SMS Admin Delta E-Learn	1	\$ 1,267.00	\$ 1,267.00
VESTA 9-1-1 SMS Agent Delta E-Learn	2	\$ 634.00	\$ 1,268.00
VESTA 9-1-1 SMS TTT Delta training		\$ 1,268.00	\$ -
VESTA 9-1-1 SIP Phone training		\$ 1,279.00	\$ -
VESTA Map E-Learn	2	\$ 1,279.00	\$ 2,558.00
VESTA Map GIS Admin E-Learn	1	\$ 312.00	\$ 312.00
Cutover Coaching	1	\$ 2,131.00	\$ 2,131.00
		Total NRC	\$ 35,189.88

Monthly recurring charges (MRC)	Unit	Price	Subtotal
VESTA 9-1-1	2	\$ 660.00	\$ 1,320.00
VESTA 9-1-1 Dark/Backup Position		\$ 285.00	\$ -
Local Survivability (per PSAP, not position)		\$ 400.00	\$ -
VESTA Analytics	2	\$ 45.00	\$ 90.00
VESTA Map - Basic		\$ 70.00	\$ -
VESTA Map - Premium	2	\$ 110.00	\$ 220.00
VESTA Activity View		\$ 40.00	\$ -
VESTA Heads-Up Display		\$ 180.00	\$ -
VESTA SIP Phone		\$ 40.00	\$ -
VESTA Command POST - STANDARD		\$ 660.00	\$ -
VESTA Command POST - BACKUP		\$ 285.00	\$ -
		Total MRC	\$ 1,630.00

Hosted SaaS Payment Schedule

Upon Contract Execution	Unit	Price	Subtotal
VESTA 9-1-1 PSAP Fee	1	\$ 10,000.00	\$ 10,000.00
Upon Equipment Shipment			
VESTA 9-1-1 Position Fee	1	\$ 2,500.00	\$ 2,500.00
VESTA Command POST Fee	1	\$ 2,000.00	\$ 2,000.00
VESTA Command POST Accessories (Optional)	1	\$ 4,202.88	\$ 4,202.88
Upon delivery of training services & installation			
All Training			\$ 16,487.00
Total Non-recurring charges			\$ 35,189.88

MRC Commences upon cutover	Unit	Price	Monthly	60 month total
VESTA 9-1-1	2	\$ 660.00	per month \$ 1,320.00	\$ 79,200.00
VESTA 9-1-1 Dark/Backup Position	0	\$ 285.00	per month \$ -	\$ -
Local Survivability (per PSAP, not position)	0	\$ 400.00	per month \$ -	\$ -
VESTA Analytics	2	\$ 45.00	per month \$ 90.00	\$ 5,400.00
VESTA Map - Basic	0	\$ 70.00	per month \$ -	\$ -
VESTA Map - Premium	2	\$ 110.00	per month \$ 220.00	\$ 13,200.00
VESTA Activity View	0	\$ 40.00	per month \$ -	\$ -
VESTA Heads-Up Display	0	\$ 180.00	per month \$ -	\$ -
VESTA SIP Phone	0	\$ 40.00	per month \$ -	\$ -
VESTA Command POST - STANDARD	0	\$ 660.00	per month \$ -	\$ -
VESTA Command POST - BACKUP	0	\$ 285.00	per month \$ -	\$ -
Total Monthly Recurring over 60 months			\$ 1,630.00	\$ 97,800.00
Total 5YR Contract Price				\$ 132,989.88

If annual or lump sum is preferred rather than monthly payments	Total 5 YR Contract Price
2% Incentive in lieu of annual MRC installments \$ (1,956.00)	\$ 131,033.88
5% Incentive in lieu of single lump sum MRC payment \$ (4,890.00)	\$ 128,099.88

Version A + Accessories

Vesta Solutions Service Order Agreement No. 1

Quote Date: 2/9/2022
 Quote No.: DIR3459675-1
 Site No.: 104585



Roseau County Sheriff, MN CommandPOST Peripherals

Customer Information	
Customer: Direct Contact:	
Vesta Solutions, Inc. Contact Information	
Sales Support Specialist: Kari Bray Phone: 951-719-2858 E-Mail: Kari.Bray@MotorolaSolutions.com	Account Rep: Greg Ehram Phone: 612-597-7269 E-Mail: Greg.Ehram@MotorolaSolutions.com

VESTA® CommandPOST

Qty.	Part No.	Description	Unit Price	U/M	Total
<i>CommandPOST Hardware</i>					
1	65000-00263	DOCK STATION THUNDERBOLT KIT	\$537.63	EA	\$537.63
1	64021-10025	KYBD/MOUSE BNDL	\$65.45	EA	\$65.45
1	65000-00249	CBL PATCH BLUE SNAGLESS 50FT	\$14.45	EA	\$14.45
1	63000-241692	MNTR 24IN FP WIDE SCR LED	\$404.81	EA	\$404.81
1	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$153.00	EA	\$153.00
1	853004-00301	CPOST SAM HDWR KIT	\$2,556.00	EA	\$2,556.00
2	833401-00101G-15	CBL SAM JKBX 15FT	\$38.25	EA	\$76.50
1	853004-00401	SAM EXT SPKR KIT	\$178.50	EA	\$178.50
1	65000-00124	CBL PATCH 15FT	\$14.88	EA	\$14.88
1	800926-00103G	ADPTR 2 PRONG TO MOD JACK	\$13.81	EA	\$13.81
1	4211136-02-SR1	USB HASP KEY	\$68.85	EA	\$68.85
1	04000-81010	POWER STRIP 4-OUTLET	\$119.00	EA	\$119.00
VESTA CommandPOST Subtotal					\$4,202.88

Quote Summary

PRODUCT	TOTAL
VESTA CommandPOST	\$4,202.88
MAIN QUOTE SUBTOTAL	\$4,202.88
GRAND TOTAL	\$4,202.88

VESTA® NEXT PORTFOLIO MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter "MSA") is made as of March 15, 2022 (hereinafter "Effective Date") between The Roseau County, Minnesota Sheriff's Office, with its principal place of business located at 108 Third Ave SW, Roseau MN 56751 (hereinafter "Customer") and Vesta Solutions, Inc., a California corporation, with offices at 500 W Monroe Street, Ste 4400. Chicago, IL 60661-3781 (hereinafter "Vesta Solutions").

Recitals

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

WHEREAS, Customer desires to acquire certain services ("Services") from Vesta Solutions;

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

Terms and Conditions

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

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

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

7. Term of MSA. This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall automatically renew and continue in force for an additional five (5) years ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any Extended Term. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term.

8. Termination of MSA.

A. For Cause. Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31st calendar day.

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

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

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

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

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

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

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

11. Appropriations; Funding. Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii) despite Customer's best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Vesta Solutions to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer

must provide Vesta Solutions with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates this MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for any costs incurred and services rendered and/or accepted or delivered up to and including the date of termination.

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

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

14. General Indemnity. Vesta Solutions shall indemnify Customer from any claim against Customer for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or grossly negligent act or omission of Vesta Solutions, its employees, agents or sub-contractors; provided that Customer provides Vesta

Solutions with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

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

16. Confidentiality and Nondisclosure.

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

B. Nondisclosure. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this MSA; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this MSA and for a period of three (3) years after termination of this MSA, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid

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

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

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

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

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

17.4 Customer's notices of authorization or deauthorization must be sent to Vesta Solutions, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is

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

18. Compliance with Applicable Laws.

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

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

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

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

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

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

For Customer:

Name: _____

Address: _____

Attn: _____

Tel: _____

Fax: _____

For Vesta Solutions:

Name: Vesta Solutions, Inc.

Address: 42555 Rio Nedo
Temecula, CA 92590

Attn: Legal Department

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

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

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

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

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

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

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

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

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

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

CUSTOMER

By: _____

Name: _____

Title: _____

VESTA SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

**MASTER SERVICE AGREEMENT
EXHIBIT A**

SERVICE SUPPORT PLAN

[To Be Inserted]



Roseau County Request for Board Action

Agenda Item #: County Board Item 1 <small>(for office use only)</small>		
Requested Board Date:	March 8, 2022	Originating Department: Coordinator
Subject Title (as it will appear on the Agenda): Commissioner Committee Reports		Presenter: Commissioners
		Estimated Amount of Time Needed for Discussion: <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input checked="" type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
Board Action Requested: Commissioners will present their Committee Reports.		
Background:		
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
Agenda Classification for County Board Meeting: <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

JACK SWANSON COMMITTEES REPORT

FEB 23, 2022 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

FEB 25, 2022 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST PAUL)

FEB 28, 2022 - COVID STAKEHOLDERS

MAR 1, 2022 - OPERATIONS COMMITTEE

MAR 1, 2022 - COMMITTEE OF THE WHOLE

MAR 2, 2022 - A.M.C. EDUCATION AND RESEARCH COMMITTEE (ST PAUL)

MAR 2, 2022 - A.M.C. LEGISLATIVE CONFERENCE (ST PAUL)

MAR 2, 2022 - LEGISLATIVE COMMITTEE (ST PAUL); met w/ legislators on Justice Reinvestment

MAR 3, 2022 - A.M.C. EXTENSION COMMITTEE (ST PAUL)

MAR 3, 2022 - A.M.C. PUBLIC SAFETY POLICY COMMITTEE (ST PAUL)

MAR 5-9, 2022 - MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST 'AGRIP' CONFERENCE (NEW ORLEANS)