

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
October 8, 2019**

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

Mitch Lentz – First District  
Randy Dahl – Second District

Larry Hindt – Third District  
Duane Bakke – Fourth District

## Marc Prestby – Fifth District

9:00 a.m. Pledge of Allegiance  
Approve agenda

Approve Consent Agenda:

1. October 1, 2019 County Board minutes

Approve Commissioners' Warrants  
Review Finance Warrants

9:05 a.m. Kevin Olson, Social Services

1. Consider approval of Foster Care Transportation Agreement between Fillmore County and Rushford-Peterson Public Schools

9:10 a.m. John DeGeorge, Sheriff

1. Consider purchase of CodeRed Emergency Public Notification System.

9:35 a.m. Citizens Input

9:40 a.m. Kristina Kohn, Human Resources

1. Request for retirement under Early Retirement Incentive Program for [REDACTED] effective May 28, 2019
2. Discussion with possible action regarding voluntary vision plan for employees as recommended by the Benefits Committee

## Calendar review, Committee Reports and Announcements

**Meetings: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

Tuesday, October 8	7:30 a.m.	Solid Waste Meeting, Commissioners' Boardroom	<i>Hindt, Prestby</i>
	9:00 a.m.	County Board – Regular Meeting, Commissioners' Boardroom, Courthouse, Preston	
	12:00 noon	Department Head Meeting, Conf Room 102U, Courthouse	<i>Bakke, Prestby</i>
Thursday, October 10	10:30 a.m.	Workforce Development Meeting, Commissioners' Boardroom	<i>Lentz</i>

This is a preliminary draft of the October 1, 2019, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

\*\*\*\*\*

The Board of County Commissioners of Fillmore County, Minnesota met in special session this 1<sup>st</sup> day of October, 2019, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Duane Bakke, Marc Prestby, Larry Hindt and Mitch Lentz. Commissioner Randy Dahl was absent. Also present were: Bobbie Vickerman, Coordinator/Clerk; Kevin Olson, Social Services Manager; Nathan Barker, Fraud Investigator, Wabasha County; Ron Gregg, County Highway Engineer; Al Thorson, Erickson Engineering; Sheriff John DeGeorge; Cristal Adkins, Zoning Administrator; Anne Koliha, Engineering Technician/Conservation Planning and Laura Christensen, District Administrator, Soil & Water Conservation District (SWCD); Kristina Kohn, Human Resources Officer; Bonita Underbakke; Gretchen Mensink-Lovejoy, Republican Leader and Karen Reisner, Fillmore County Journal.

The Pledge of Allegiance was recited.

On motion by Prestby and seconded by Lentz, the agenda was unanimously approved.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the following Consent Agenda:

1. September 24, 2019 County Board Minutes

On motion by Prestby and seconded by Hindt, the Board unanimously approved the Commissioners' Warrants.

The Finance Department warrants were reviewed.

Nathan Barker, Fraud Investigator, Wabasha County gave the annual Fraud Prevention efforts presentation. Barker noted that the fraud collection has increased to \$37,049 year ending June 20, 2019.

Ron Gregg, County Highway Engineer and Al Thorson, Erickson Engineering, were present.

The Board reviewed documentation that was provided by Al Thorson regarding County State Aid Highway No. 5 road repair. Discussion ensued and it was noted that there have been 30 years of issues with CSAH 5 which is West of Chatfield. Gregg and Thorson recommend installing a land bridge. The State Aid construction account will cover the cost, it was determined that this is the best option moving forward on this project. Bakke noted the advertisement for bids should be put together and brought before Board.

On motion by Lentz and seconded by Prestby, the Board voted unanimously to allow Engineer Gregg to move forward with this project.

The citizens input portion of the meeting opened and closed at 9:37 a.m.

Cristal Adkins, Zoning Administrator, was present.

On motion of Lentz and seconded by Hindt, the Board unanimously approved:

**RESOLUTION 2019-043:** Zoning Ordinance Amendment, Section 605.04(9), Performance Standards in the Ag District.

Adkins was joined by Laura Christianson, District Administrator and Anne Koliha, Engineering Tech/Conservation Planning, SWCD. Collectively, they presented the following Natural Resources Block Grant (NRBG) Agreements with the State of MN; Local Water Management, Wetland Conservation Act, Shoreland for 2020/2021, and Septic Treatment Systems for 2020.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the Natural Resources Block Grant (NRBG) Agreements for FY 2020-2021 with the State of Minnesota.

Kristina Kohn, Human Resources Officer, was present.

On motion by Lentz and seconded by Prestby, the Board unanimously approved the request to hire Sarah Hall as replacement Social Worker in Public Health, at \$27.98/hour, grade 12/step 3, effective 10/17/19 as recommended by the Hiring Committee.

On motion by Prestby and seconded by Lentz, the Board unanimously approved the request to hire Sharon Miller as replacement Case Aide in Social Services, at \$20.61, grade 7/step 1, effective 10/16, 2019, as recommended by the Hiring Committee.

A review of the calendar was done and the following committee reports and announcements were given:

- Fillmore County Solar Project Meeting at Faith United Methodist Church October 9<sup>th</sup> from 6pm to 8pm
- Flu shots October 8<sup>th</sup>, 2019
- Wellness/Activity – Bakke – New employee leading reviewed the year and looking forward to next year.
- Discussed regional meeting coming up on October 28<sup>th</sup> at Dodge County from 8am – 1pm
- Discussed Association of Minnesota Counties
- Discussed Annual Meeting December 8<sup>th</sup> – 11<sup>th</sup>
- Reviewed Judge Ross Leuning thank you letter for the Veterans Court.

On motion by Prestby and seconded by Lentz, Chair Bakke adjourned the meeting at 9:55 a.m.

smensink  
10/2/19 3:41PM  
1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	Vendor Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
	No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3	DEPT			Board Of Commissioners			
	3804 Bakke/Duane						
	01-003-000-0000-6335		71.92	September 2019 Mileage		Employee Automobile Allowance	N
				09/03/2019 09/26/2019			
	3804 Bakke/Duane		71.92	1 Transactions			
3	DEPT Total:		71.92	Board Of Commissioners	1 Vendors	1 Transactions	
45	DEPT			Accounting Services			
	6648 Clifton Larson Allen LLP						
	01-045-000-0000-6285		2,500.00	Audit Services	2252334	Professional Fees	Y
				10/01/2019 10/01/2019			
	6648 Clifton Larson Allen LLP		2,500.00	1 Transactions			
45	DEPT Total:		2,500.00	Accounting Services	1 Vendors	1 Transactions	
61	DEPT			Data Processing			
	3288 MCCC, MI 33						
	01-061-000-0000-6371		1,380.02	2019-2020 Marshall Swift Cama	1909061	Cama	N
				09/30/2019 09/30/2020			
	3288 MCCC, MI 33		1,380.02	1 Transactions			
61	DEPT Total:		1,380.02	Data Processing	1 Vendors	1 Transactions	
62	DEPT			Elections			
	4755 Jones/Heidi M						
	01-062-000-0000-6852		58.58	Mileage-Deliver Voting Cards		Hava Grant Expenses	N
				09/25/2019 09/25/2019			
	4755 Jones/Heidi M		58.58	1 Transactions			
	4430 SEACHANGE PRINT INNOVATIONS						
	01-062-000-0000-6461		1,873.66	Nov Special Election Ballots	31499	Ballots	Y
				09/13/2019 09/13/2019			
	4430 SEACHANGE PRINT INNOVATIONS		1,873.66	1 Transactions			
62	DEPT Total:		1,932.24	Elections	2 Vendors	2 Transactions	

smensink

10/2/19 3:41PM

1 County Revenue Fund

## \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

	Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
	No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
91	DEPT				County Attorney			
	8576	Corson/Brett						
		01-091-000-0000-6335		48.72	Mileage To/From Houston County		Employee Automobile Allowance	N
					09/18/2019 09/18/2019			
	8576	Corson/Brett		48.72	1 Transactions			
	111	Fillmore Co Treasurer- Credit Card/ACH						
		01-091-000-0000-6242		252.00	Annual Lawyer Reg Fee - MH	030349	Membership Dues	N
					09/06/2019 09/06/2019			
		01-091-000-0000-6242		120.00	Notary Public Renewal - MH	052411	Membership Dues	N
					09/06/2019 09/06/2019			
		01-091-000-0000-6337		220.76	St Cloud DV Conf Lodging-BC	79261	Other Travel Expense	N
					09/03/2019 09/05/2019			
		01-091-000-0000-6242		120.00	Notary Public Renewal - BC	80SS001777058	Membership Dues	N
					09/03/2019 09/03/2019			
	111	Fillmore Co Treasurer- Credit Card/ACH		712.76	4 Transactions			
91	DEPT Total:			761.48	County Attorney	2 Vendors	5 Transactions	
102	DEPT				Surveyor			
	106	Fillmore Co Treasurer						
		01-102-000-0000-6561		55.01	Surveyor Fuel for Work Vehicle		Gasoline Diesel And Other Fuels	N
					08/27/2019 08/27/2019			
	106	Fillmore Co Treasurer		55.01	1 Transactions			
102	DEPT Total:			55.01	Surveyor	1 Vendors	1 Transactions	
103	DEPT				Assessor			
	4252	Blagsvedt/Cindy						
		01-103-000-0000-6273		8,625.00	September Contract Service		Professional Fees	Y
					09/03/2019 09/30/2019			
	4252	Blagsvedt/Cindy		8,625.00	1 Transactions			
	83550	Kelly Printing & Signs LLC						
		01-103-000-0000-6402		144.00	Business Cards - RA & DE	34720	Stationary And Forms	N
					09/24/2019 09/24/2019			
	83550	Kelly Printing & Signs LLC		144.00	1 Transactions			

smensink  
10/2/19 3:41PM  
1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
9527	MN State Board Of Assessors 01-103-000-0000-6244		35.00	License Upgrage - RA 09/26/2019 09/26/2019		Continuing Education	N
9527	MN State Board Of Assessors		35.00	1 Transactions			
103	DEPT Total:		8,804.00	Assessor	3 Vendors	3 Transactions	
111	DEPT			Facilites Mtce			
6567	A-1 All Brand Vacuums of Rochester, Inc 01-111-000-0000-6580		261.00	Repairs for 14 Inch Vacuum 09/16/2019 09/16/2019	9358	Other Repair And Maintenance Suppl	N
6567	A-1 All Brand Vacuums of Rochester, Inc		261.00	1 Transactions			
9	AmeriPride Services, Inc 01-111-000-0000-6377		48.90	Dust Mop Supply 09/25/2019 09/25/2019	2801078091	Fees And Service Charges	N
9	AmeriPride Services, Inc		48.90	1 Transactions			
9206	Winona Heating & Ventilating Co, Inc. 01-111-000-0000-6317		531.04	Filters for Air Handlers 09/12/2019 09/12/2019	19058	Building Maintenance	N
	01-111-000-0000-6317		190.00	New Coupler-Crths Chiller Pump 09/18/2019 09/18/2019	19105	Building Maintenance	N
9206	Winona Heating & Ventilating Co, Inc.		721.04	2 Transactions			
111	DEPT Total:		1,030.94	Facilites Mtce	3 Vendors	4 Transactions	
125	DEPT			Veteran Services			
1639	Barth/Heather 01-125-000-0000-6335		305.08	Mileage - Arrowwood Conf - HB 09/23/2019 09/25/2019		Employee Automobile Allowance	N
1639	Barth/Heather		305.08	1 Transactions			
106	Fillmore Co Treasurer 01-125-000-0000-6561		136.62	Veterans August Fuel 08/07/2019 08/29/2019		Gasoline Diesel And Other Fuels	N
106	Fillmore Co Treasurer		136.62	1 Transactions			

smensink  
10/2/19 3:41PM  
1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 5

Vendor	Name	Rpt						
No.	Account/Formula	Accr	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099	
				Service Dates	Paid On Bhf #	On Behalf of Name		
111	Fillmore Co Treasurer- Credit Card/ACH							
	01-125-000-0000-6337		234.38	Conference Lodging - HB a	IN562509	Other Travel Expense	N	
				09/23/2019 09/24/2019				
	01-125-000-0000-6337		750.48	CVSO Conference Lodging - JM	R8F1C0	Other Travel Expense	N	
				09/08/2019 09/10/2019				
111	Fillmore Co Treasurer- Credit Card/ACH		984.86	2 Transactions				
3348	Marquardt/Jason							
	01-125-000-0000-6335		305.08	MACVSO Conf Mileage - JM		Employee Automobile Allowance	N	
				09/08/2019 09/11/2019				
3348	Marquardt/Jason		305.08	1 Transactions				
125	DEPT Total:		1,731.64	Veteran Services	4 Vendors	5 Transactions		
149	DEPT			Other General Government				
5745	Flexible Benefit Consulting, Inc							
	01-149-000-0000-6285		4,929.63	Aug/Sept/Oct 2019 Consulting	20190930-02	Professional Fees	N	
				08/01/2019 10/31/2019				
5745	Flexible Benefit Consulting, Inc		4,929.63	1 Transactions				
149	DEPT Total:		4,929.63	Other General Government	1 Vendors	1 Transactions		
602	DEPT			County Extension Service				
4758	Fenske/Michael							
	01-602-000-0000-6104		45.00	CEC Meeting Per Diem		Per Diem	N	
				09/18/2019 09/18/2019				
	01-602-000-0000-6335		29.00	County Extension Mtg Mileage		Employee Automobile Allowance	N	
				09/18/2019 09/18/2019				
4758	Fenske/Michael		74.00	2 Transactions				
4913	Miller/Melissa							
	01-602-000-0000-6104		45.00	CEC Meeting Per Diem		Per Diem	N	
				09/18/2019 09/18/2019				
	01-602-000-0000-6335		25.52	County Extension Mtg Mileage		Employee Automobile Allowance	N	
				09/18/2019 09/18/2019				
4913	Miller/Melissa		70.52	2 Transactions				
5523	Redalen/Justin D							

smensink

10/2/19 3:41PM

1 County Revenue Fund

## \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	01-602-000-0000-6104		45.00	CEC Meeting Per Diem		Per Diem	N
				09/18/2019 09/18/2019			
	01-602-000-0000-6335		16.24	County Extension Mtg Mileage		Employee Automobile Allowance	N
				09/18/2019 09/18/2019			
5523	Redalen/Justin D		61.24	2 Transactions			
3257	U Of Mn Regents						
	01-602-000-0000-6277		2,286.55	Summer Intern Reimbursement BR	0300023303	Alternative Funding Contract	N
				06/10/2019 07/21/2019			
	01-602-000-0000-6277		1,355.25	Summer Intern Reimbursement BR	0300023711	Alternative Funding Contract	N
				07/22/2019 08/18/2019			
3257	U Of Mn Regents		3,641.80	2 Transactions			
602	DEPT Total:		3,847.56	County Extension Service	4 Vendors	8 Transactions	
1	Fund Total:		27,044.44	County Revenue Fund		32 Transactions	



smensink  
10/2/19 3:41PM  
12 INFRA FUND

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Vendor		Name	Rpt	Warrant Description		Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates		Paid On Bhf #	On Behalf of Name	
111	DEPT			Facilites Mtce				
	9206	Winona Heating & Ventilating Co, Inc. 12-111-000-0000-6625	7,812.00	Replace AC Unit-Jail Dispatch 09/18/2019 09/18/2019		23183	Building Improvement	N
	9206	Winona Heating & Ventilating Co, Inc.	7,812.00	1 Transactions				
111	DEPT Total:		7,812.00	Facilites Mtce		1 Vendors	1 Transactions	
12	Fund Total:		7,812.00	INFRA FUND			1 Transactions	

smensink

10/2/19 3:41PM

13 County Road &amp; Bridge

## \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
310	DEPT		Highway Maintenance			
8261	Highum/Kenneth					
	13-310-000-0000-6466		165.00	safety boots	Safety Materials	N
	13-310-000-0000-6466		51.00	CDL renewal	Safety Materials	N
8261	Highum/Kenneth		216.00	2 Transactions		
310	DEPT Total:		216.00	Highway Maintenance	1 Vendors	2 Transactions
320	DEPT		Highway Construction			
111	Fillmore Co Treasurer- Credit Card/ACH					
	13-320-000-0000-6377		100.00	DNR permit	Fees And Service Charges	N
111	Fillmore Co Treasurer- Credit Card/ACH		100.00	1 Transactions		
3689	MN Dept of Transportation					
	13-320-000-0000-6344		79,208.37	602-022 traffic signal Chatfie	Sap Municipal Construction	N
3689	MN Dept of Transportation		79,208.37	1 Transactions		
320	DEPT Total:		79,308.37	Highway Construction	2 Vendors	2 Transactions
330	DEPT		Equipment Maintenance Shops			
5826	Culligan Water Conditioning					
	13-330-000-0000-6317		32.95	drinking water	913778	Building Maintenance
5826	Culligan Water Conditioning		32.95	1 Transactions		N
111	Fillmore Co Treasurer- Credit Card/ACH					
	13-330-000-0000-6576		612.00	distance meter	Shop Supplies & Tools	N
111	Fillmore Co Treasurer- Credit Card/ACH		612.00	1 Transactions		
6508	Interstate Motor Trucks					
	13-330-000-0000-6575		46.50	parts	2033700	Machinery Parts
	13-330-000-0000-6575		67.51	parts	2033712	Machinery Parts
6508	Interstate Motor Trucks		114.01	2 Transactions		
8755	Valley Home Improvement					
	13-330-000-0000-6625		2,566.38	breakroom remodel doors	61779	Building Improvement
	13-330-000-0000-6625		315.89	breakroom remodel supplies	61845	Building Improvement
	13-330-000-0000-6625		69.90	breakroom remodel supplies	61887	Building Improvement
	13-330-000-0000-6625		255.41	breakroom remodel supplies	61943	Building Improvement

smensink  
 10/2/19 3:41PM  
 13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	13-330-000-0000-6625		115.93	breakroom remodel supplies	62083	Building Improvement	N
8755	Valley Home Improvement		3,323.51	5 Transactions			
330	DEPT Total:		4,082.47	Equipment Maintenance Shops	4 Vendors	9 Transactions	
340	DEPT			Local Option Sales Tax			
111	Fillmore Co Treasurer- Credit Card/ACH						
	13-340-000-0000-6377		100.00	DNR permit		Fees And Service Charges	N
111	Fillmore Co Treasurer- Credit Card/ACH		100.00	1 Transactions			
340	DEPT Total:		100.00	Local Option Sales Tax	1 Vendors	1 Transactions	
13	Fund Total:		83,706.84	County Road & Bridge		14 Transactions	

smensink  
10/2/19 3:41PM  
14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
390	DEPT		Resource Recovery Center			
6150	Cintas Corporation No.2					
	14-390-000-0000-6377		13.38	Uniforms	4031174240	Fees And Service Charges N
				09/27/2019 09/27/2019		
6150	Cintas Corporation No.2		13.38	1 Transactions		
106	Fillmore Co Treasurer					
	14-390-000-0000-6561		36.54	RRC August Gasoline		Gasoline Diesel And Other Fuels N
				08/28/2019 08/28/2019		
	14-390-000-0000-6561		202.91	RRC August Diesel Fuel		Gasoline Diesel And Other Fuels N
				08/01/2019 08/31/2019		
106	Fillmore Co Treasurer		239.45	2 Transactions		
5873	Hatzenbihler/Andrew					
	14-390-000-0000-6335		271.44	SWAA Conference Mileage		Employee Automobile Allowance N
				09/25/2019 09/27/2019		
5873	Hatzenbihler/Andrew		271.44	1 Transactions		
390	DEPT Total:		524.27	Resource Recovery Center	3 Vendors	4 Transactions
14	Fund Total:		524.27	Sanitation Fund		4 Transactions
	Final Total:		119,087.55	35 Vendors	51 Transactions	

smensink  
10/2/19

3:41PM

\*\*\* Fillmore County \*\*\*

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 11

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	27,044.44	County Revenue Fund
12	7,812.00	INFRA FUND
13	83,706.84	County Road & Bridge
14	524.27	Sanitation Fund
All Funds	119,087.55	Total

Approved by, .....  
.....  
.....

smensink

10/2/19 1:34PM

1 County Revenue Fund

## \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
85440	Centurylink 01-102-000-0000-6203		58.80	909 Houston #301269931 09/26/2019 10/25/2019	301269931	Telephone	N
85440	Centurylink		58.80	1 Transactions			
5660	De Lage Landen Financial Services 01-149-000-0000-6288		1,534.15	Copy Machine Lease 10/12-11/11 10/12/2019 11/11/2019	65235148	Copy Machine - Lease	N
5660	De Lage Landen Financial Services		1,534.15	1 Transactions			
111	Fillmore Co Treasurer- Credit Card/ACH 01-149-000-0000-6205		2,500.00	Mail Machine Postage 09/30/2019 09/30/2019		Postage And Postal Box Rent	N
111	Fillmore Co Treasurer- Credit Card/ACH		2,500.00	1 Transactions			
6267	Jeffers/Edward Charles 01-125-000-0000-6377		240.00	Van Trips to VA Hospital 09/03/2019 09/23/2019		Fees And Service Charges	N
6267	Jeffers/Edward Charles		240.00	1 Transactions			
4504	Laughlin/Ronald D. 01-125-000-0000-6377		400.00	Van Trips to VA Hospital 09/04/2019 09/25/2019		Fees And Service Charges	Y
4504	Laughlin/Ronald D.		400.00	1 Transactions			
2545	Marco,Inc 01-060-000-0000-6285		9,500.00	Managed IT Services 10/01/2019 10/01/2019	INV6830766	Professional Fees	N
2545	Marco,Inc		9,500.00	1 Transactions			
272	Newman Signs 01-104-000-0000-6514		186.97	8 Address Signs 09/24/2019 09/24/2019	TRFINV015255	Address Signs	N
272	Newman Signs		186.97	1 Transactions			
2521	Pitney Bowes Global Financial Svcs,LLC 01-149-000-0000-6310		377.01	Mail Machine Lease 07/20/2019 10/19/2019	3103414037	Maintenance Agreement	N
2521	Pitney Bowes Global Financial Svcs,LLC		377.01	1 Transactions			

smensink

10/2/19 1:34PM

1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
1 Fund Total:			14,796.93	County Revenue Fund	8 Vendors	8 Transactions

smensink

10/2/19 1:34PM

13 County Road &amp; Bridge

## \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
4369	AcenTek						
	13-300-000-0000-6203		110.78	telephone #00043657-3	11394896	Telephone	N
	13-300-000-0000-6203		98.90	telephone #00064164-1	11395846	Telephone	N
4369	AcenTek		209.68	2 Transactions			
3219	Centurylink						
	13-300-000-0000-6203		4.24	telephone #83398791	1477261965	Telephone	N
3219	Centurylink		4.24	1 Transactions			
85440	Centurylink						
	13-300-000-0000-6203		119.42	telephone #301264100	301264100	Telephone	N
	13-300-000-0000-6203		205.07	telephone #301269901	301269901	Telephone	N
	13-300-000-0000-6203		43.72	telephone #301269908	301269908	Telephone	N
85440	Centurylink		368.21	3 Transactions			
288	City Of Peterson						
	13-330-000-0000-6251		151.34	utilities 108A	108A	Electricity	N
288	City Of Peterson		151.34	1 Transactions			
1829	Frontier Communications						
	13-300-000-0000-6203		75.92	phone #507-937-3211-120579-2	5079373211	Telephone	N
1829	Frontier Communications		75.92	1 Transactions			
343	Spring Valley Public Utilities						
	13-330-000-0000-6251		161.31	utilities #1124	1124	Electricity	N
343	Spring Valley Public Utilities		161.31	1 Transactions			
13 Fund Total:			970.70	County Road & Bridge	6 Vendors	9 Transactions	



smensink

10/2/19 1:34PM

23 County Airport Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
85440	Centurylink							
	23-350-000-0000-6203			136.44	Phone 9/26-10/25 #301269537	301269537	Telephone	N
					09/26/2019 10/25/2019			
85440	Centurylink			136.44	1 Transactions			
23 Fund Total:				136.44	County Airport Fund	1 Vendors	1 Transactions	

smensink  
 10/2/19 1:34PM  
 76 Trust And Agency Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
382	City of Chatfield 76-705-000-0000-2319		163.25	Lodging Tax 1st & 2nd Qtr 01/01/2019 06/30/2019		Chatfield Lodging Tax	N
382	City of Chatfield		163.25	1 Transactions			
7070	SE MN Historic Bluff Country 76-705-000-0000-2318		306.71	Lodging Tax 1st & 2nd Qtr 01/01/2019 06/30/2019		95% Lodging Tax	N
7070	SE MN Historic Bluff Country		306.71	1 Transactions			
76 Fund Total:			469.96	Trust And Agency Fund	2 Vendors	2 Transactions	
Final Total:			16,374.03	17 Vendors	20 Transactions		

\*\*\* Fillmore County \*\*\*

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	14,796.93	County Revenue Fund	
	13	970.70	County Road & Bridge	
	23	136.44	County Airport Fund	
	76	469.96	Trust And Agency Fund	
	All Funds	16,374.03	Total	Approved by, .....
				.....
				.....

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/8/2019      Amount of time requested (minutes):

Dept.:       Prepared By:

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes):

1. Consider approval of Foster Care Transportation Agreement between Fillmore County and Rushford Peterson School.      Yes

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

FOSTER CARE TRANSPORTATION AGREEMENT  
RUSHFORD-PETERSON PUBLIC SCHOOLS ISD #0239 & FILLMORE COUNTY

THIS AGREEMENT is entered into by Rushford-Peterson Public School District #0239, 1000 Pine Meadows Lane, Rushford, MN, 55971 (“District”) and Fillmore County Human Services, 902 Houston Street Northwest Suite 1, Preston, Minnesota, 55965 (“County”).

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest.

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual covenant herein, it is agreed by and between the parties hereto as follows:

**TERM:** The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

**EDUCATION PLACEMENT DECISIONS:** The County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child’s best interests. The County will notify the District upon placement of a resident student in foster care outside of District boundaries.

If the County is considering moving a child to a new educational placement, appropriate representatives of the county will consult with appropriate District contacts prior to changing the placement as part of gathering input about the best interests of the child in relation to their school placement. The District will provide information about the appropriateness of the child’s current educational placement.

**SERVICES:** Transportation Services will be arranged for and provided by the District for the resident students residing in foster care placement outside of District boundaries. The District will determine the most appropriate form of transportation, including but not limited to transporting with a district van or bus or contracting with a third party carrier, taking into consideration student safety, cost and practicability. The District and the County will share the transportation costs.

**PAYMENT FOR SERVICES:** The District and County agree to split the costs of the transportation services provided by the District, including but not limited to driver salary and benefits, mileage, and third party carriers as appropriate. The County will reimburse the District 50 percent of the daily cost of transportation.

The District will submit itemized invoices to the County on a monthly basis. The invoices will detail the date of each trip. Payment shall be made within 30 days of receipt of the invoice.

**INDEMNIFICATION:** Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

**TERMINATION OF CONTRACT:** Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

**STANDARDS:** The District and the County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

**DATA PRACTICES:** All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

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

Approved As To Form And Execution:

\_\_\_\_\_  
Superintendent  
Rushford-Peterson Public Schools ISD #0239

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director  
Fillmore County Health & Human Services

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair  
Fillmore County Board of Commissioners

Dated: \_\_\_\_\_

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/08/19

Amount of time requested (minutes):

10

Dept.: Sheriff's Office

Prepared By: John DeGeorge

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

1. Consideration of Purchase of CodeRed Emergency Public Notification System. One year agreement, cost of \$8,022 to be paid from 911 fund.

Yes, attached

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)





## SERVICE AGREEMENT

CodeRED®

System Minutes

Unlimited SMS Texts

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of the last date signed on Exhibit B (the "Effective Date").

### SERVICE ORDER

<b>Provider Information:</b> ("Provider")	<b>Provider Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Provider Address:</b>	<b>ONSOLVE, LLC</b> <b>Limited Liability Company</b> <b>Delaware</b> <b>780 W. Granada Boulevard</b> <b>Ormond Beach, FL 32174</b>
<b>Customer Information:</b> ("Customer")	<b>Customer Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Customer Address:</b>  <b>Business Contact/Title:</b> <b>Phone:</b> <b>Email:</b>	<u>Fillmore County</u> <u>body politic</u> <u>Minnesota</u> <u>901 Houston Street</u> <u>Preston, MN 55965</u> <u>Don Kullok/Emergency Management Director</u> <u>(507) 765-2830</u> <u>dkullok@co.fillmore.mn.us</u>

*Please complete below if the Primary User is different from the Business Contact*

<b>Primary User Name:</b>
<b>Phone:</b>
<b>Email:</b>

*Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.*

<b>Customer Invoice Name:</b>
<b>Attention:</b>
<b>Address:</b>
<b>City, State, Zip:</b>
<b>Phone:</b>
<b>Email:</b>
<b>Preferred method of receiving invoices:</b> <input type="checkbox"/> Email <input type="checkbox"/> US Mail

### DETAILED SERVICE DESCRIPTION

Initial Term (commencing on Effective Date)	Commences on the Effective Date and continues through <u>December 31, 2020</u>
Renewal Term(s)	One (1) Year

*If the Agreement is renewed, the first Renewal Term shall commence as of January 1, 2021*

#### **CodeRED On-Demand Notification Service – Standard - System Minutes – Unlimited SMS Texts**

Annual Notification Subscription Fee:	\$6,672.00
<b>Initial Term Cost for Notification Service:</b>	<b>\$6,672.00</b>

#### **Additional Features**

Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual CodeRED Weather Warning® Subscription Fee:	<u>\$1,350.00</u>
<b>Annual Cost for all Additional Features:</b>	<b>\$1,350.00</b>
<b>Initial Term Cost for all Additional Features:</b>	<b>\$1,350.00</b>

**Annual Subtotal: \$8,022.00**

**Initial Term Subtotal: \$8,022.00**

*All amounts are stated in United States Dollars unless specifically indicated otherwise.*

- GIS (Target Recipients by Geographic Location): **Fillmore County, Minnesota (the "Notification Area")**
- Notification Subscription Fee includes the following number of Message Units for Notifications sent via phone:
  - During the **Initial Term** the Notification Subscription includes **37,500** Message Units. Unused Message Units do not carry over.
  - After this period, Message Units will be re-set to **37,500** Message Units per year. Unused Message Units do not carry over year to year.
- Notification Subscription Fee includes unlimited Notifications sent via email or **SMS** Text.
- Use that exceeds the included Message Units will be billed at **\$0.33** per Message Unit in blocks of **3,750** Message Units.
- Provider reserves the right to increase the fee for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: FILLMORE COUNTY, MINNESOTA

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

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

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

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

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

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

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

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

## EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

**Description of On-Demand Notification Service:** The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- **Web:** log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- **Phone:** call (866) 939-0911 for live operator assistance 24/7/365.

**Description of Service.** With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- **Unlimited messaging via SMS-based messages, email and to the CodeRED Mobile Alert App.**
- **500** Message Units for testing. Message Units used for testing are deducted from Customer's Message Units. Customer may request reimbursement of testing Message Units with notice to Provider within sixty (60) days from testing. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "System Minute" means sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
- "SMS Text" means SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple texts.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

**Contact List Maintenance.** Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

**Customer Support.** Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

**Training.** All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

**Support Documentation.** Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

**Description of Additional Features.** Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

**Exhibit B**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

**2. SCOPE OF THE SERVICE.**

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. **Contact Limit.** During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

### 3. PAYMENT AND TAXES

3.1. **Payment.** Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. **Taxes.** In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. **Message Surcharges.** Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

### 4. TERM AND TERMINATION

4.1. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. **Termination.** If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. **Suspension.** Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. **Effects of Termination.** Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

### 5. CUSTOMER OBLIGATIONS

5.1. **Customer Obligations.** The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. **Acceptable Use Policy.** Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. **Data Security.** Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice; Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

## **6. CONFIDENTIALITY AND SECURITY.**

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

## **7. REPRESENTATIONS AND DISCLAIMER**

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. INDEMNIFICATION AND RESPONSIBILITY**

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that



the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. **Customer Indemnification.** Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

## 9. LIMITATION OF LIABILITY

9.1. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

## 10. GENERAL

10.1. **Force Majeure.** Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. **Dispute Resolution.** Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. **Publicity.** For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. **Survival of Terms.** The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. **Independent Contractor.** Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.



10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: FILLMORE COUNTY, MINNESOTA

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

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

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

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

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

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

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

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

Executed for Exhibits B and C

**EXHIBIT C**  
**ACCEPTABLE USE POLICY**

**1. General Terms.**

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

## Standard IPW-4 Cross Jurisdictional Border Warnings

### **Purpose**

The purpose of this standard is to establish an understanding between jurisdictions with Integrated Public Alert and Warning System (IPAWS) Public Alerting Authority (PAA) and the jurisdictions they share borders with to be able to send an alert into part of their neighboring jurisdiction when needed.

Having the ability to send a Wireless Emergency Alert (WEA) by drawing a polygon that covers all of the cellular carrier's towers in an affected area may require a jurisdiction to draw slightly outside of their boundaries. This the ability to do so, will be addressed in this standard.

### **Statement of Standard**

To enable local jurisdiction to warn the public in a timely manner without undue delays, this standard enables statewide the following items:

- An authorized alerting jurisdiction may exceed the boundaries of that jurisdiction as reasonably necessary for the purposes of ensuring the capture of cellular carrier towers that lie outside its borders but provide coverage for areas within its jurisdiction.
- When an alerting authority is advised that an emergency starting in their jurisdiction is crossing into a neighboring jurisdiction, that alerting authority is authorized to draw a polygon into the neighboring jurisdiction.
- When a warning polygon exceeds the jurisdictional boundary an informational notification shall be sent to the affected PSAPs as soon as reasonably possible.
- If a county agrees to be a backup for one of the surrounding counties and could be able to warn anywhere in their neighboring county, then those counties need to have a Memorandum of Agreement (MOA) defined ahead of time.
- If this is part of a jurisdiction's COOP (Continuity of Operation) plan, it could be enacted when required to move to another neighboring jurisdiction as they are evacuating their facility, and in route to their backup location.

This will be implemented in three phases;

**STATEWIDE EMERGENCY COMMUNICATIONS BOARD**

1. (2019) Counties inside the State of Minnesota will be accomplished by a change in each of the County's Application for Public Alerting Authority (PAA) documentation by the IPAWS Program Manager.
2. (2020) Border Counties that require surrounding states to authorize them to be added to their counties, the Application for Public Alerting Authority (PAA) documentation will be coordinated through the Minnesota IPAWS Program Manager to respective states' IPAWS Program Managers.
3. (2021) Border Providences

**Authority**

The State of Minnesota IPAWS Program Manager will be responsible for ensuring compliance with this standard. Public Alerting Authority to another may not be granted if all parties are not in agreement. If the surrounding jurisdictions are in disagreement, the IPAWS Program Manager will act as a liaison to aid in resolving the issues.

**Document History**

Approved 4/25/2019

Created 12/17/2018

## Integrated Public Alert and Warning System Update

### Wireless Emergency Alerts 2.0 – ON HOLD – Coming September 2019

- 360 Characters up from 90 characters “for most phones”
- Spanish support – “if user has language preference set”
- Emergency Public Information

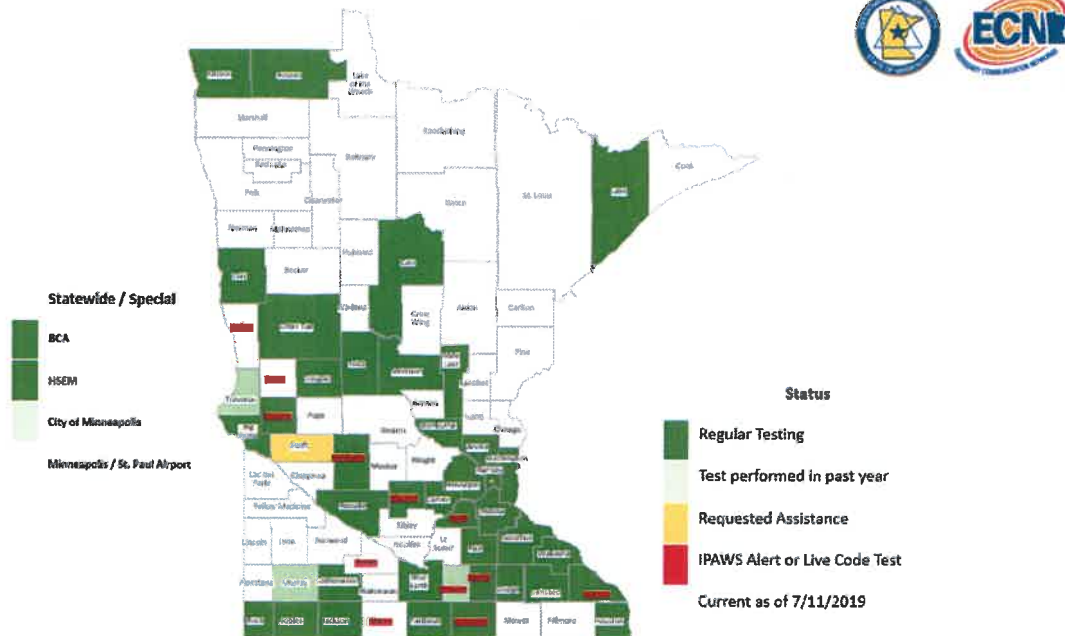
### What's new...

- Warning past your county border, being able to draw a polygon past your physical jurisdictional boundary to get a warning out; IPAWS Standard – 4 Cross Border Warning
  - Phase 1 – In state counties by the end of 2019
  - Phase 2 – Border Counties by the end of 2020

### Testing,

- Weekly Testing – Highly recommended; develops confidence in your system and sustains your skill on how to use your Mass Notification System (MNS). Above all it keeps you up to date with the latest changes

### Alerting Authorities Performing Regular Testing with IPAWS



### Nationwide and Statewide Tests:

- Wednesday, August 7<sup>th</sup> FEMA conducting a Nationwide EAS Test (1:20 p.m. CDT)
- Thursday, August 15<sup>th</sup> BCA conducting a BLUE Alert (EAS Only) 1:10 p.m. CDT

## Integrated Public Alert and Warning System Update

### Training,

FEMA IPAWS Program Office - Upcoming Changes from FEMA - In the next year; the following courses will be updated / revised

- IS- 247a. IPAWS Introduction now will include best practices
- IS-251 IPAWS Program Administration....

### Proficiency...

FEMA IPAWS Program Office - Upcoming Requirement - Coming October

- Monthly “Proficiency Demonstrations” with the JITC Lab.
  - What does it mean to you the user of the system
  - Perform a monthly “Demonstration” in the Test Environment
  - Functions still to be determined.... See check list for preview and comment if you see something you don’t agree with.
- Training Certificates – for now disregard the expiration date as the JITC server does not validate the “expiration date”

### **Contact Information:**

John Dooley, IPAWS Program Manager, Emergency Communication Networks  
445 Minnesota Street, Suite 1725 (\* Note the floor change after 3 September 2019)  
St. Paul, Minnesota 55101  
john.dooley@state.mn.us  
Office: 651-201-2099

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/8/2019

Amount of time requested (minutes):

10

Dept.: Coordinator

Prepared By: Kristina Kohn

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Regular Agenda:

Documentation  
(Yes/No):

1. Resignation notice of retirement with Early Retirement Incentive for [REDACTED]  
[REDACTED] effective May 28, 2019  
    a. Following nearly 20 years' service No
2. Discussion with possible action regarding voluntary vision plan for employees as recommended by the Benefits committee Yes  
    a. 100% employee paid benefit

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [koman@co.fillmore.mn.us](mailto:koman@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)



## Fillmore County

### Proposed Benefits

EyeMed Vision Care in conjunction with Fidelity Security Life Insurance Company

Option EE Paid Materials 150/150

Materials Only

Insight Network

Fully Insured

Employee Paid

Funded Benefits

### Frequency

#### Lenses (in lieu of contacts)

Once every plan year

#### Contacts (in lieu of lenses)

Once every plan year

#### Frame

Once every other plan year

Vision Care Services	Member Cost In-Network	Out of Network Member Reimbursement
<b>Frames</b>		
Any available frame at provider location	\$0 copay; 20% off balance over \$150 allowance	Up to \$105
<b>Contact Lenses</b>		
<i>(Contact Lens allowance includes materials only)</i>		
Conventional	\$0 copay; 15% off balance over \$150 allowance	Up to \$105
Disposable	\$0 copay; plus balance over \$150 allowance	Up to \$105
Medically Necessary	\$0 copay; Paid-In-Full	Up to \$210
<b>Standard Plastic Lenses</b>		
Single	\$25 copay	Up to \$30
Bifocal	\$25 copay	Up to \$50
Trifocal	\$25 copay	Up to \$70
Lenticular	\$25 copay	Up to \$70
Standard Progressive	\$80 copay	Up to \$50
Premium Progressive Tier 1	\$110 copay	Up to \$50
Premium Progressive Tier 2	\$120 copay	Up to \$50
Premium Progressive Tier 3	\$135 copay	Up to \$50
Premium Progressive Tier 4	\$200 copay	Up to \$50
<b>Covered Lens Options</b>		
Anti Reflective Coating - Standard	\$45 copay	Up to \$5
Anti Reflective Coating - Premium Tier 1	\$57 copay	Up to \$5
Anti Reflective Coating - Premium Tier 2	\$68 copay	Up to \$5
Anti Reflective Coating - Premium Tier 3	\$85 copay	Up to \$5

#### Monthly Rates

Subscriber	\$5.68
Subscriber + Spouse	\$10.79
Subscriber + Child(ren)	\$11.36
Subscriber + Family	\$16.70

All plans are based on a 48-month contract term and 48-month rate guarantee.

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies.

EyeMed Vision Care reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers.

#### Plan Details

Quote for group situated in the State of MN and will be valid until the 01/01/2020 implementation date. Date Quoted 06/24/2019. Benefit allowances provide no remaining balance for future use within the same benefit frequency. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-19/VC-20, form number M-9083.

#### Plan Exclusions

No benefits will be paid for services or materials connected with or changes arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing. Aniseikonic lenses. Medical and/or surgical treatment of the eye, eyes or supporting structures. Any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment. Safety eyewear. Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof. Plano (non-prescription) lenses. Non-prescription sunglasses. Two pair of glasses in lieu of bifocals. Services or materials provided by any other group benefit plan providing vision care. Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.