

**AGENDA**  
**Grand Rapids Police Community**  
**Advisory Board**  
**Meeting of January 9, 2018**  
**7:00 AM**  
**City Hall Conference Room**

NOTICE IS HERBY GIVEN, that a regular meeting of the Grand Rapids Police Community Advisory Board will be held in Conference Room 2B at the Grand Rapids City Hall, 420 North Pokegama Avenue in Grand Rapids, Minnesota on January 9, 2018 at 7:00 AM

1. Call to order
2. Roll Call
3. Introduction of New Members
4. Approval of Minutes: Oct. 3rd , 2017
5. Public Comment
6. Board Member Reports

Old Business:

- a. Snow Ordinance
- b. New Polices
- c. Discussion regarding number meeting dates for 2018
- d. Selection of new members for the two open positions.

New Business:

Selection of Officers:

- a. Chair
- b. Vice Chair
- c. Secretary

7. 2018 Domestic Animal Control facility Agreement
8. 2018 Police Budget as approved by the City Council
9. 2017 Police Department Goals:
  - a. Year End Status Report to Board
10. 2018 Police Department Goals as submitted to the City Administrator
  - a. Modify/Add Goals
11. Other Business

Adjournment:

## MEETING MINUTES OF THE LAST MEETING

CITY OF GRAND RAPIDS  
POLICE COMMUNITY ADVISORY BOARD  
Tuesday, October 3, 2017 7:00 A.M.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Police Community Advisory Board will be held in Conference Room 2B of the City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, January 9, 2018 at 7:00 A.M.

CALL OF ROLL: On a Call of Roll, the following members were present: Conely Janssen, Jackie Dowell, Tom Neustrom, Weldon Braxton, and Erika Demuth.

Staff Present: Jacqueline Heinrich, Chief Scott Johnson, and Assistant Chief Steve Schaar.

Absent: John Nalan and Wendy Uzela.

1. Call to Order: Board Chair Janssen called the meeting to order at 7:04 A.M.
2. Approval of Minutes for the meeting of August 8, 2017.
3. Public Comment: No members of the public were present.

Board Member Reports:

- a. Chief Johnson reported that the budget for 2018 had been preliminarily accepted by the City Council.
- b. Squad Cars – Replacement Schedule.
- c. December – Hearing Taxation.
- d. Snow Ordinance – Flyers went out in the Public Utilities bill and posted on Social Media.
- e. Chamber Luncheon – October 9, 2017, The Chief and Assistant Chief had spoken to the group.
- f. Chief Johnson spoke regarding an incident that occurred with a GRPD Officer. The Itasca County Sheriff's Office is investigating the incident and the individuals involved are currently in jail. The firearm involved in the incident was a pellet gun.
- g. Chief Johnson recommended reading the book called *Blink* by Gladwell – Survival Mode.
- h. Tom Neustrom was inquiring about the traffic on Hwy 169 and Golf Course Road at the traffic lights. Tom spoke regarding loud noises, mufflers, and music.

**Old Business:**

- i. Looking for a youth member to join the PCA board.
- j. Diversity Policies – Grand Rapids Police Department does not currently have a policy in place.
- k. Looking at hiring for the 2018 terms – We are looking for two positions to be filled.
- l. SWAT Presentation – spring of 2018 – Conley Janssen is in charge of presentation.
- m. Number of meetings per year. A motion to accept four meetings per calendar year. Tom Neustrom made the motion and Erika Demuth Second it.
- n. Discussion on whether or not a board member is able to Skype if they were not able to attend in person. No decision made.

**New Business:**

**Selection of Officers:**

- a. Chair
- b. Vice Chair
- c. Secretary

- 4. 2018 Domestic Animal Control Facility Agreement.
- 5. 2018 Police Budget as approved by the City Council.
- 6. 2017 Police Department Goals:
  - a. Year End Status Report to Board
- 7. 2018 Police Department Goals- As submitted to the City Administrator:
  - a. Modify/Add Goals
- 8. Other Business.

Motion made by Weldon Braxton, second by Tom Neustrom to adjourn the meeting at 8:00AM.  
Vote to adjourn was unanimous.

Date of next meeting: March 6, 2018, 7:00 AM, City Hall Conference Room 2B

Respectfully submitted,  
Jacqueline Heinrich

## Police Community Advisory Board

The Police Community Advisory Board is established to enhance lines of communication between Grand Rapids residents, Police Department and City Council. Together the Advisory Board and the Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

### Mission

To represent the Grand Rapids community to the Grand Rapids Police Department as advisors to the Police Department and City Council as it relates to police-community relations, planning, police training, programming and public education.

### Duties of the Board

The duties of the Board shall include, but not be limited to, advising and making recommendations regarding issues concerning public safety and police services within the city, such as:

- Enhancement of police-community relations;
- Community perspective and recommendations concerning procedures, programs, use of technology and the effectiveness of police service;
- Promote public awareness of the City's police services and programs including business and residential community safety, crime prevention and general police activities;
- Hold meetings to solicit public input regarding police services and programs;
- Serve as a liaison between the Police Department and the Community;
- Review significant community issues and make recommendations regarding potential resolutions;
- Assist in community outreach efforts;
- Encourage individuals and community groups to assist the Police Department in the implementation of police programs and services;
- Assist with the budget process through review, program evaluation and priority recommendation;
- To review and make recommendations concerning other matters as may be referred to the Board, from time to time, via the Chief of Police, City Administrator, Mayor and City Council.

Board members are expected to;

- Listen carefully to community opinions, attitudes, needs and discuss these with the Police Department and City Council;

- Study programs and services, analyzing problems and needs;
- Offer new proposals and recommend changes in programs, policies and standards;
- Assist in providing community members with information about police department policies and programs.

#### Authority

The Board relies upon the authority of the Chief of Police and City Council in performance of an advisory role. Recommendations made by the Board are not binding on the Chief of Police, City Administrator, Mayor or City Council. The Chief of Police answers to the City Administrator and is held accountable to the City Council and community in general for the operation of the police department.

The Board may review police-related incidents and provide advice to the Department in light of community expectations and in accordance with Minnesota data privacy laws. The Board will not receive or review complaints initiated against police personnel and shall have no authority to investigate or otherwise participate in personnel matters involving specific police personnel. The Board will not play a role in civil or criminal litigation.

#### Membership

The Police Community Advisory Board shall be made up of seven representatives, a majority of which must be Grand Rapids residents, appointed by the Grand Rapids City Council. Board members should be representative of the community. Representation could be by age, gender, occupation or ethnic background at the discretion of the City Council which shall be the appointing authority. For example, the Council could choose to appoint a board member from the business community, a student representing the youth of the community or a member of a minority ethnic group. Members could serve a staggered, three-year term and should provide a balance of viewpoints. The City Council may choose to require members to attend the Grand Rapids Police Department Citizens Academy to gain further knowledge about the department.

#### Bylaws and Rules of Procedure

The Board shall be responsible for drafting by-laws and rules of procedure, which shall be forwarded to the City Council for approval. The Council has the authority to modify bylaws, rules of procedure and operating policies. Bylaws shall include a procedure to make a record of meeting minutes and these minutes shall be forwarded to the City Council for acceptance in a timely manner.

#### Meeting Schedule

The Board shall have at least four regular meetings each year. Special meetings may be held as often as the Board deems necessary. All meetings of the Board shall be open to the public, except as provided by Minnesota law.

### Review and Evaluation

The function and activities of the Police Community Advisory Board shall periodically be reviewed by the City Council to determine whether the purpose for which the Board was established is being fulfilled and whether the need for the Board still exists.

Councilmember \_\_\_\_\_ introduced the following ordinance and moved for its adoption:

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA  
ESTABLISHING A POLICE COMMUNITY ADVISORY BOARD**

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES ORDAIN:

That the following Division \_\_\_\_, Police Community Advisory Board, is adopted and added to Grand Rapids Code, Chapter \_\_\_\_.

**Sec. \_-\_\_\_\_. – Police Community Advisory Board established**

There is created a Police Community Advisory Board, which shall have the membership, responsibilities, and authority as set forth in this division.

**Sec. \_-\_\_\_\_. –Purpose**

The Police Community Advisory Board is established to enhance lines of communication between Grand Rapids residents, Police Department and City Council. Together the Advisory Board and the Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

**Sec. \_-\_\_\_\_. - Membership, appointments.**

The Police Community Advisory Board shall be composed of seven members, with members being appointed by the city council. Vacancies shall be filled for the unexpired portion of a departing member's term by action of the city council. Members of the board shall exclude themselves from taking any action when personal business relationships are acted upon by this board. Members will be appointed according to city policy regarding residency requirements.

**Sec. \_-\_\_\_\_. Officers and their duties.**

- (a) At the first meeting of each year, members of the commission shall select, by majority vote, a chair, vice chair, and secretary to serve until the end of that year and until a successor is chosen.
- (b) The chair shall:



- Set the agenda and preside at meetings of the Board
  - Call additional meetings as needed
  - Assign duties to Board members
  - Arrange meetings with other commissions, boards and organizations from the public, private and non-profit sectors as needed
  - Communicate with the city council and staff as needed
  - Provide overall leadership to the Board in carrying out its purposes and responsibilities
- (c) In the absence of or at the request of the chair, the duties of the chair shall be performed by the vice chair, and in the absence of both the chair and vice chair, by the secretary.
- (d) The secretary shall keep minutes and maintain permanent records of every meeting of the Board, and shall submit minutes for approval at each successive meeting. The secretary shall serve as correspondent for the Board. Copies of the minutes of all meetings shall be filed with the city clerk.

**Sec. \_-\_\_\_\_. - Term of appointments.**

The term of each Police Community Advisory Board member shall be three years. A member shall serve until his successor is appointed and qualified. The city council reserves the right to waive this rule. Upon initial creation of the Police Community Advisory Board the City Council may appoint Board members for terms other than three years for the purpose of staggering terms.

**Sec. \_-\_\_\_\_. - Meetings.**

All meetings of the Police Community Advisory Board shall be held in conformance with Minn. Stat. § 471.705. The board shall hold regular quarterly meetings at a time and place to be set by the board, and such special meetings as may be called as deemed necessary by the board chairperson or secretary. The board shall keep and preserve accurate minutes of each meeting of the board or any committee thereof and these minutes shall be kept on file in the city administrator's office. The board shall adopt bylaws/rules of conduct for its meetings and the transaction of its business. A majority shall constitute a quorum for taking action. Each member shall have one vote.

**Sec. \_-\_\_\_\_. - Officers.**

The Police Community Advisory Board shall annually elect a chairperson, vice-chairperson and secretary from among its appointed members. They shall have the duties as implied by their titles.

**Sec. \_-\_\_\_\_. – Duties of the Board**

(a) The Police Community Advisory Board shall have the responsibility to advise the city council and police chief in matters pertaining to police service in the city. These include:

1. Enhancement of police community relations;
2. Community perspective and recommendations concerning procedures, programs, use of technology and the effectiveness of police service;
3. Promoting public awareness of the City's police services and programs;
4. Conduct meetings to solicit public input regarding police services and programs;
5. Review significant community issues and make recommendations;
6. Encourage individuals and community groups to assist the police department in the implementation of police programs and services;
7. Assist the police department in the budget process through review, program evaluation and priority recommendation;
8. Review and make recommendations concerning other matters as may be referred to the Board, from time to time, via the police chief, city administrator , Mayor and city council.

**Sec. \_-\_\_\_\_. Quorum.** For the transaction of business at any meeting of the Board, a quorum consisting of at least one-half of all members shall be required.

**Sec. \_-\_\_\_\_. Staff support.** A city staff member shall act as liaison to the Board, provide staff support, and help get recommendations for the commission on the agenda for consideration by the city council when necessary.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Dale Adams, Mayor

Attest:

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Thomas Pagel, City Administrator

## 2017 Goals: Police

### **COMMUNITY SERVICE GOALS**

*Goal 2: Provide services to protect the public health, safety and general welfare.*

*B: Continue to provide City services that enhance the general welfare.*

- *Pending* To be more effective and efficient in reducing blight in our city, explore the use of technology to better track blight violations.
  - Status 11/08/2017: Conversations have been held with the Community Development Director, Public Works Director, IT Director and GIS Director. We are researching software.
  - Status 12/13/2017:
    - We have determined that purchasing an off the shelf software program will not fulfill our needs and is not cost effective
    - We are focused on a pointer type system, indicating a complaint is being investigated and which department is investigating it.
    - We are working with the City GIS Director and Zuercher law enforcement records management software company to develop a GIS based web map linked to addresses that can be queried by various city departments.
    - This goal will continue into 2018.
- *Completed* Conduct an Emergency Management Table Top Exercise.
  - Status 03/31/2017: The tabletop, led by Itasca County Emergency Management Director Marlyn Halverson, was conducted on the afternoon of March 28<sup>th</sup>. All department heads were in attendance. The scenario was a train derailment in town with a poisonous gas cloud leaking from an overturned tanker car.

*C: Clearly tie regulations, programs and other services to health, safety and general welfare.*

- *Completed* Working with other City departments, explore the creation of a summer youth safety camp to educate our children about personal safety, fire safety, electrical safety, water safety and basic first aid.
  - Status 09/30/2017: A one day youth safety camp was conducted at the civic center. Many different agencies participated including law enforcement, fire, DNR, EMS, Park and Recreation and the Army Corps of Engineers (Dam safety). The business community generously participated in the way of funding, materials and lunch. We anticipated that 20-30 children would attend. The final tally was 120 children.

*D: Periodically review regulations and programs for effectiveness.*

- *Completed* Amend/Update City Ordinance regulating animals.

- Status as of 03/31/2017: Draft language has been written. The proposed changes are being reviewed at this time by the City Attorney.
- Status as of 06/30/2017: Proposed amended ordinance “Aggressive Panhandling” was adopted by the City Council on June 12<sup>th</sup>.

### **EMERGENCY SERVICES GOALS**

*Goal 1: Ensure the safety and security of the Grand Rapids Community*

*C: Continue to promote inter-agency cooperation (mutual-aid) in providing services to Grand Rapids and surrounding communities.*

- *Completed* Explore the possibility of more effectively investigating the sale of illicit drugs by establishing a formalized system of sharing drug intelligence information and case investigation by law enforcement agencies within Itasca County. The achievement of this goal will very much depend upon the willingness of other law enforcement agencies to participate in joint investigations.
  - Status of 03/31/2017: Two meetings have been held. Participating law enforcement agencies include all law enforcement agencies in Itasca County, the State Patrol, Minnesota Bureau of Criminal Apprehension and the Department of Corrections. According to Sergeant Bob Stein of the Grand Rapids Police Department, one arrest has already been made as a result of sharing information between agencies.
  - Status of 06/30/2017: The group continues to meet and share information.

## **2018 Goals: Police**

### **COMMUNITY SERVICE GOALS**

*Goal 2: Provide services to protect the public health, safety and general welfare.*

*B: Continue to provide City services that enhance the general welfare.*

- **Half of our patrol force has completed Response to Active Shooter training. Strive to have the remaining half complete this training and ensure that all our patrol officers are familiar with the floor plan of our schools.**
- **In collaboration with other City Departments, exercise the City Emergency Operations Plan by conducting a table top or field exercise.**

*C: Clearly tie regulations, programs and other services to health, safety and general welfare.*

- **In collaboration with other city departments and government entities, conduct another Youth Safety Camp to educate Grand Rapids area children about personal safety, fire safety, electrical safety, water safety and basic first aid.**

*D: Periodically review regulations and programs for effectiveness.*

- **Working with the Community Development Director and City Attorney, Review/Amend/Update City Ordinance Chapter 38 - Nuisances.**

### **EMERGENCY SERVICES GOALS**

*Goal 1: Ensure the safety and security of the Grand Rapids Community*

*C: Continue to promote inter-agency cooperation (mutual-aid) in providing services to Grand Rapids and surrounding communities.*

- **Arrange for, sponsor and ensure implementation of two advanced law enforcement training courses to be taught in Grand Rapids and invite all Itasca County law enforcement officers to attend.**
- **The Minnesota Chiefs of Police Executive Training Institute will be held in the spring of the year in Duluth. Normally it is held in Saint Cloud. Since it will be held in Duluth it is possible to avoid overnight motel room expenses. Strive to have as many Grand Rapids Police Department supervisors as possible attend this advanced leadership training.**

## 2018 - 2020 DRAFT COUNTY AGREEMENT DOMESTIC ANIMAL CONTROL FACILITY AGREEMENT

**THIS AGREEMENT**, made and entered in this \_\_\_\_ day of \_\_\_\_, 2017 by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the County of Itasca, Minnesota, hereinafter called "County."

**WHEREAS** City is operating a facility to shelter domestic animals, the Domestic Animal Control Facility (Facility), within the City of Grand Rapids, and

**WHEREAS** County is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained, the parties hereto for themselves and successors and assigns, do hereby agree as follows:

### **DEFINITIONS:**

**Cat** means a domesticated animal *Felis domestica*

**City** means the City of Grand Rapids

**County** means the County of Itasca

**County Domestic Animal** means those domestic animals brought to the facility that were located within the boundaries of a government entity within Itasca County other than the City of Grand Rapids. This includes all incorporated cities and all townships, whether organized or not, within Itasca County.

**Disposition** means final arrangement or placing of the animal.

**Dog** means a domesticated canine that is not bred with a non-domestic animal and is kept as a household pet.

**Domestic Animal** means dogs and cats that are kept as pets for companionship and enjoyment but not feral cats

**Facility** means the Grand Rapids Domestic Animal Control Facility located at 687 Southeast 4<sup>th</sup> Street, Grand Rapids, Minnesota.

**Feral Cat** means cats that have been born to other feral cats or stray cats, as opposed to domesticated cats, and are unaccustomed to human interaction; cats that are untamed and evasive, either born in the wild and lack socialization or were returned to the wild and have become untrusting of human beings.

**Non-domestic Animal** means livestock and those animals considered to be naturally wild and not naturally trained or domesticated; or which are considered inherently dangerous to the health, safety and welfare of people; any animal that is not a domestic dog or cat.

**Owner** means any person, firm or corporation owning, harboring, keeping a dog or cat or allowing the same to be about his premises.

**Surrendered Domestic Animal** means an animal whose owners simply do not any longer wish to care for said animal and those animals which a person has found, kept for a period of twenty-four (24) hours or longer after finding, and no longer wish to care for the animal.

**Zuercher** means the shared Itasca County law enforcement computerized records system operating on Zuercher software.

1. The City will allow the County to use its Domestic Animal Control Facility in accordance with this Agreement and rules regarding the operation procedures of the facility as the City may establish or revise periodically. The City will have the Facility inspected annually by a licensed veterinarian and provide documentation of such to the County.
2. The Facility may be used by the County until the Facility is filled to capacity. When filled to capacity, no Domestic Animal will be accepted into the Facility until which time there is room for such animal. The City shall not be liable for any costs associated with its inability to accept animals into the Facility because the Facility is full, mechanical failure, an act of God, or when sickness or disease is present at the facility and the facility must be cleaned.
3. County Domestic Animals may be brought to the Facility only by licensed peace officers working within Itasca County or employees or agents of the county, municipality or township in Itasca County, that have been authorized by the Sheriff and the Grand Rapids Police Chief to do so.
4. The County agrees to cause an entry to be made into the Zuercher system, with Case Number, not just Call For Service Number, at the time a domestic animal is brought to the facility. This entry will minimally include a description of the animal, location where it was picked up, circumstances in which it was picked up and animal owner, if known. The City agrees to create another Case Number, linked to the County's Case Number, to enable the City to document subsequent action while the animal is in the City's care and the disposition of the animal.
5. The City will not allow the taking of Surrendered Domestic Animals from the County or any incorporated city or any township within the county. The City will not allow the taking of animals exhibiting sickness, feral cats, non-domestic animals, wild animals,

animals such as rats, mice, gerbils, hamsters, turtles, snakes, spiders, fish and the like or a dog that is bred with a wolf. The City has sole discretion in determining this.

6. In consideration of the use of the Domestic Animal Control Facility, the County will pay a sum to the City each year according to the following formulas:

Year 2018:

50% of the Facility budget as allocated by the Grand Rapids City Council plus \$3,000 toward Facility capital maintenance

Year 2019:

County percentage of total animals brought to the Facility from January 1, 2017 through December 31, 2017, times the actual Facility costs for 2018, plus \$3,000 toward Facility capital maintenance

Year 2020:

County percentage of total animals brought to the Facility from January 1, 2018 through December 31, 2018, times the actual Facility costs for 2019, plus \$3,000 toward Facility capital maintenance

7. The County will pay to the City any extraordinary fees such as medical care or euthanization. The City shall not arrange for medical care or euthanization without written authorization by the County. Written authorization may be on the Sheriff's Department letterhead or an entry into Zuercher.
8. The County will be billed by City for the actual costs for euthanasia and disposal of animals that are euthanized, ill or injured. The City shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Facility. The County shall not be liable for any expenses incurred by the City in its operation of the Facility and performance of its other obligations that are not set forth in this Agreement.
9. The City shall e-mail to the County, twice per week, except during the week in which a holiday falls, a list of County Animals housed in the Facility at the time. This list shall include the location where the animal was picked up, entity picking up the animal, the type of animal, when the animal entered the facility and how many days the animal has been housed in the facility. The City agrees not to release County animals to owners or other persons without authorization to do so from the County. Authorization will be documented by the County or the County designated peace officer or other person with authority, on the Domestic Animal Control Facility Intake and Release Form which is available at the Facility, on the Zuercher system that may be printed out and brought to the facility or on Sheriff's Department letterhead or a report entry into Zuercher.



10. It is the City's obligation and responsibility to care for, feed and house the Domestic Animals. It is the County's obligation and responsibility for disposition of County Animals. The City is not responsible for disposition of County Animals.
11. All County Animals shall be managed, housed, fed and cared for by the City in accordance with the City's rules regarding the operation of the Facility and all applicable state and federal laws and regulations for a maximum of ten (10) calendar days unless, because of unforeseen circumstances, prior arrangements have been made with the City by the County. If no arrangements have been made for disposition of an animal by the County, after the expiration of fifteen (15) calendar days, the City shall, at its discretion, deliver the animal to the Sheriff. The City agrees to reasonably assist the County in complying with the County's instructions for disposition.
12. The City's Community Service Officer may assist the County, at the request of a licensed full-time Itasca County Sheriff's Department peace officer, in the pick-up of Domestic Animals when special needs exist and the Community Service Officer is available, subject to the approval of a Grand Rapids Police Department supervisor. The County agrees to reimburse the City for mileage and Community Service Officer salary, including any applicable overtime, when this occurs.
13. All animal criminal investigations that fall within the County's jurisdiction will be the responsibility of the Itasca County Sheriff's Department
14. This Agreement shall remain in full force and effect until December 31, 2020 and will terminate on that date. Either party may cancel this Agreement at any time, without cause, by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by County for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to County shall be mailed or delivered to Itasca County Administration, 123 Fourth Street, Grand Rapids, MN 55744.
15. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and the County shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

COUNTY OF ITASCA

BY: \_\_\_\_\_  
Dale Adams, Mayor

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

BY: \_\_\_\_\_