



## QUOTE

as of 4/8/2021

### Bill to:

Aitkin County, MN  
217 2nd Street NW  
Aitkin, MN 56431

### Ship to:

Aitkin County, MN  
217 2nd Street NW  
Aitkin, MN 56431

### Reseller (Remit To):

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

### Terms:

Due on Receipt

### Payment Options:

ACH Payment (preferred) or check

### Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Exchange Online Plan 1 GCC	3MS-00001	12	4.00	255	\$12,240.00
Exchange Online Archiving GCC	4IS-00001	12	3.00	255	\$9,180.00
Office 365 Plan G3	AAA-11894	12	20.00	30	\$7,200.00
Azure AD Prem P2	MQN-00001	12	8.50	5	\$510.00
Audio Conferencing	LK3-00001	12	4.00	10	\$480.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

**Total: \$29,610.00**

\*LIFT OFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

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**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

**In order to proceed, send a Purchase Order to [rbraatz@liftoffonline.com](mailto:rbraatz@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.**

## **Customer Terms for Cloud Services Agreement US Public Sector**

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Aitkin County, MN** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

### **1. General.**

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

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**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

## ***2. Confidentiality and Security.***

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

## ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

## ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

## ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

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reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

## ***6. Limited liability.***

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## ***7. Agreement mechanics.***

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## ***8. Definitions.***

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

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“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

# Handout 7A

## 1, 2, & 3

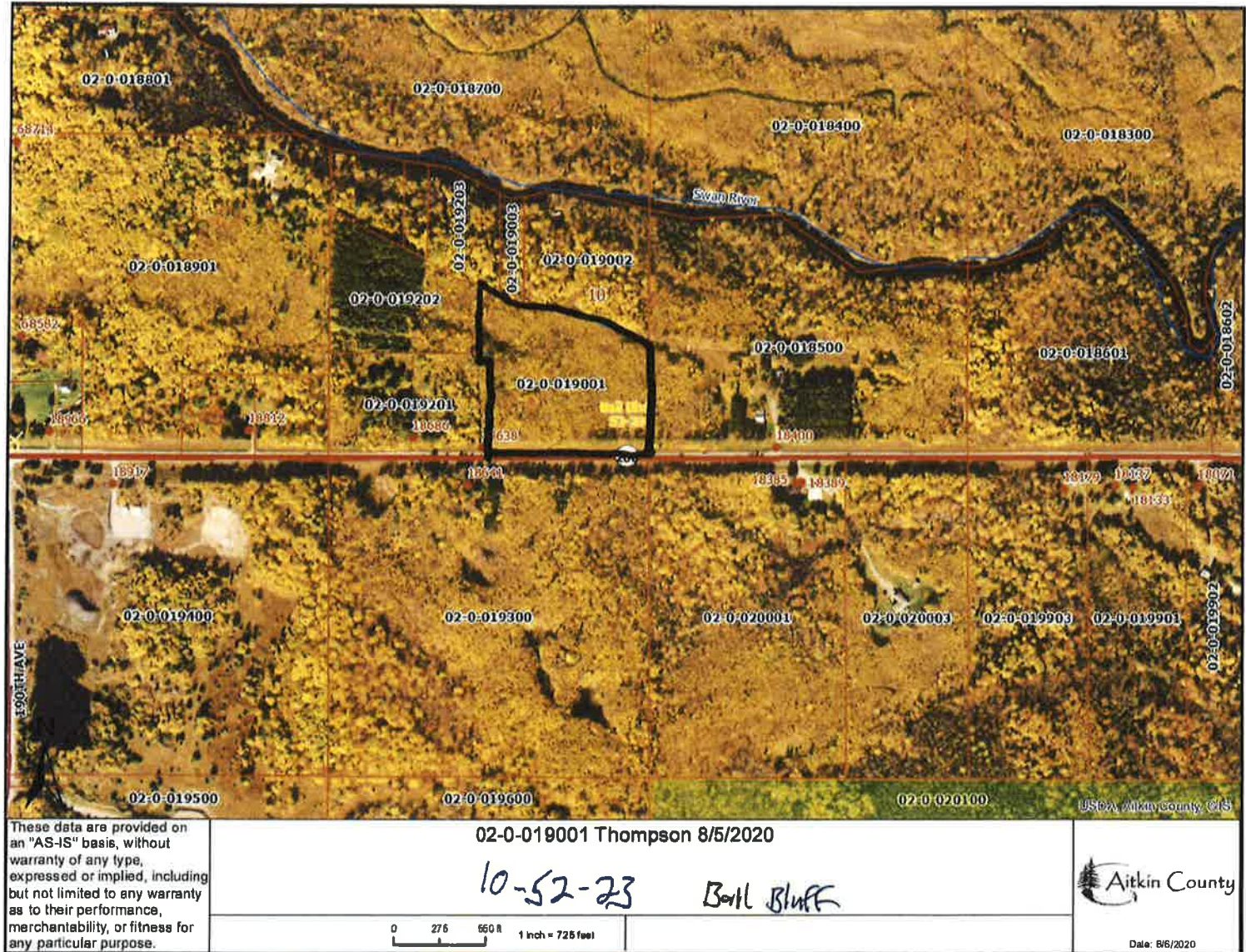




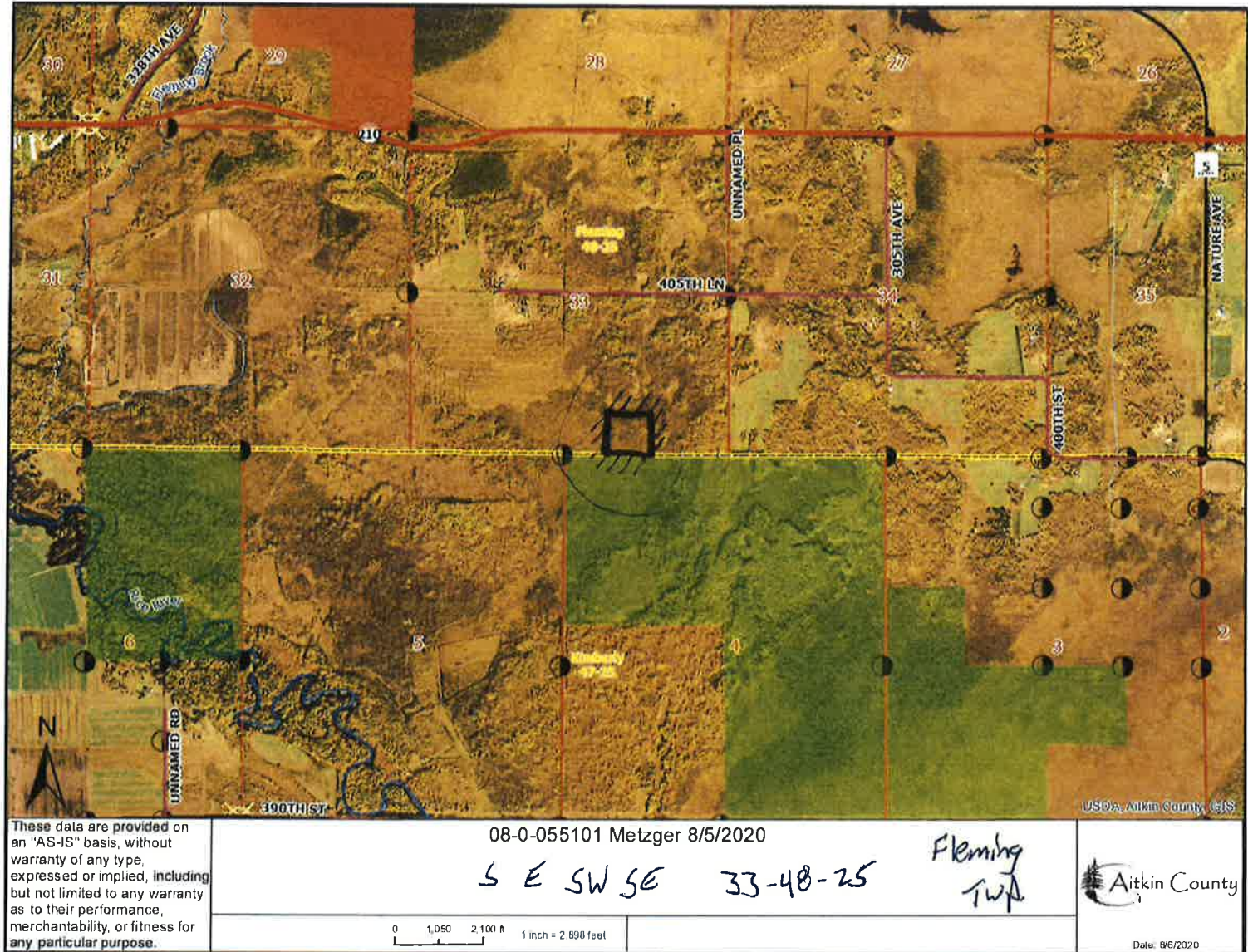




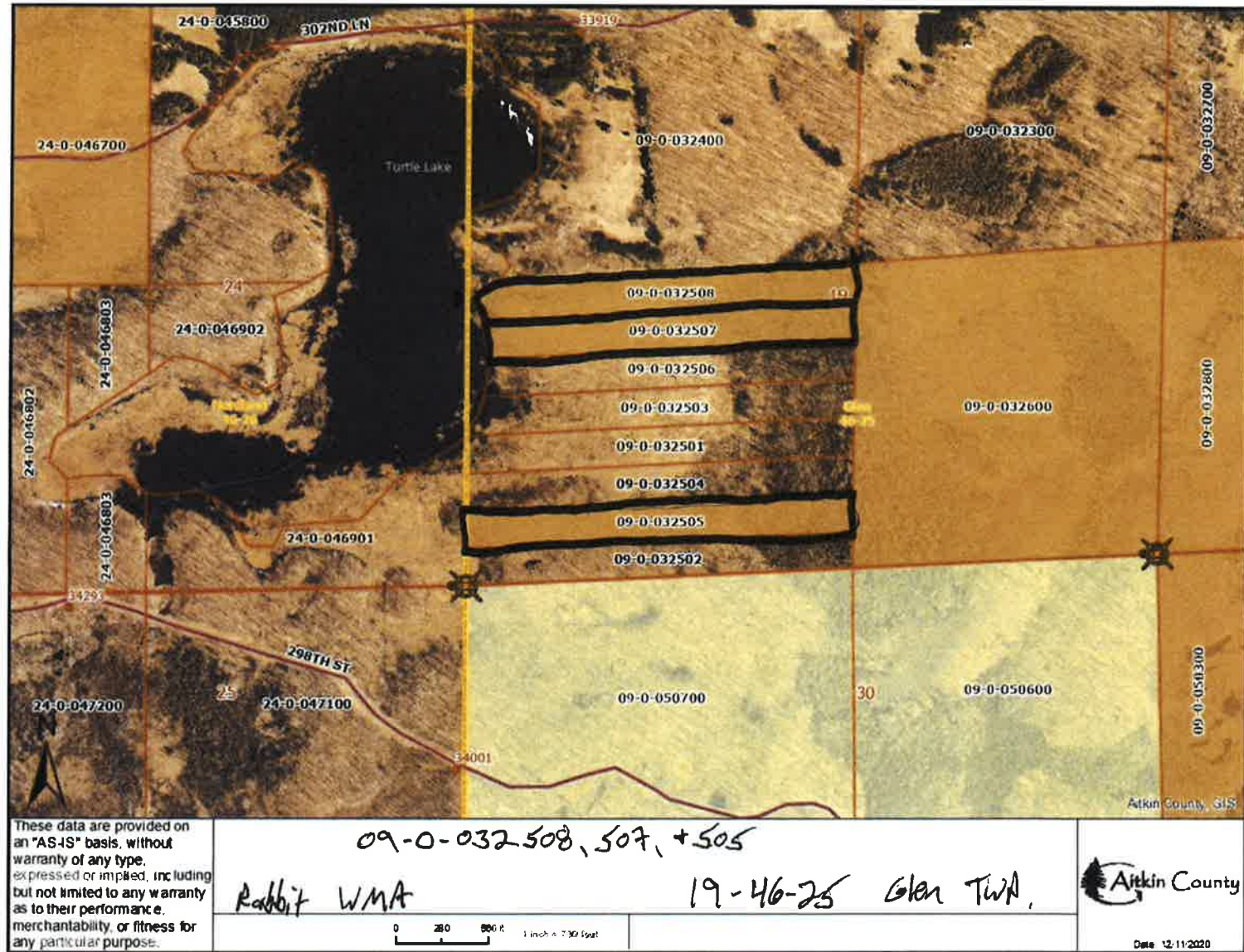




12



13, 14, & 15

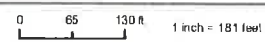




These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

20-1-065800 O'Hotto 8/5/2020

20-51-26 Macville Twp.



USA Aitkin County, GIS

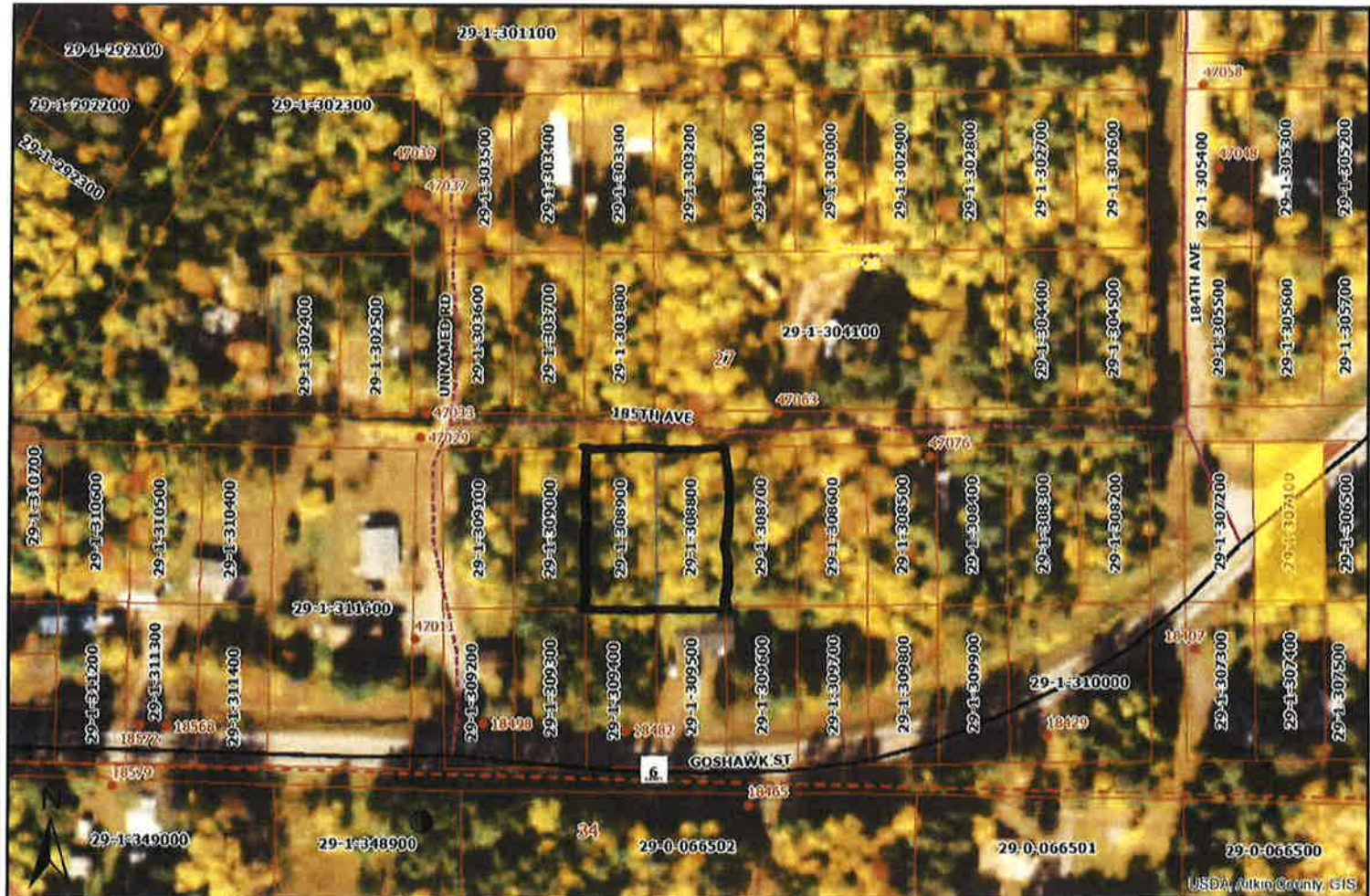


Date: 8/6/2020





# 22 & 23



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29-1-308800,308900 Quintana 8/5/2020

27-49-23 Shamlock Twp.

0 85 130 ft 1 inch = 181 feet

USDA, Wilkin County, GIS

Aitkin County

Date: 8/6/2020



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29-1-365601 Bodway 8/5/2020

3-49-23

Shamrock Twp.

0 137.5 275 ft 1 inch = 362 feet



Date: 8/6/2020

# 25 & 26



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31-1-076400,500 Kuennen 8/5/2020

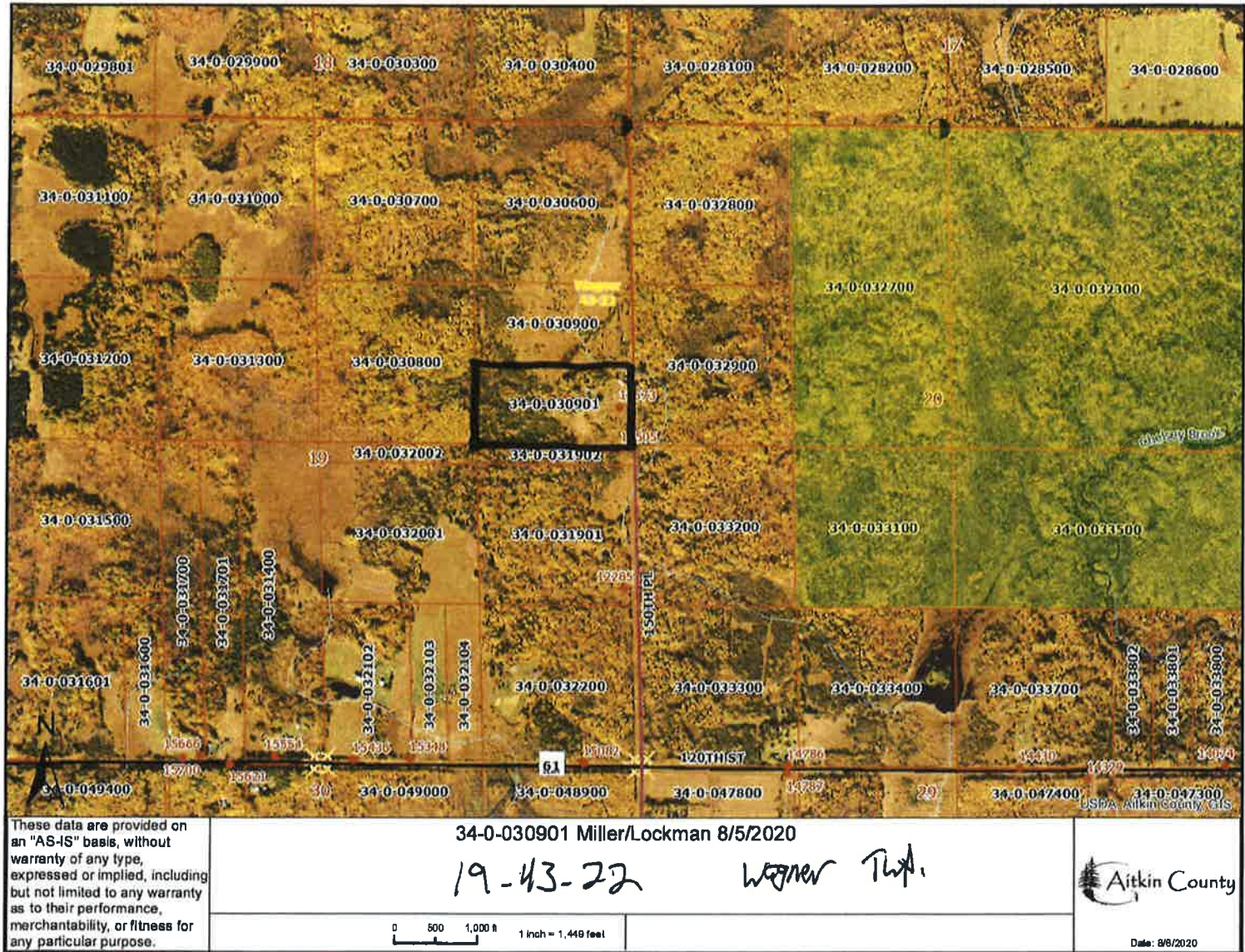
5-47-26 Spenceur Twp.

0 275 550 ft 1 inch = 725 feet



Date: 8/8/2020

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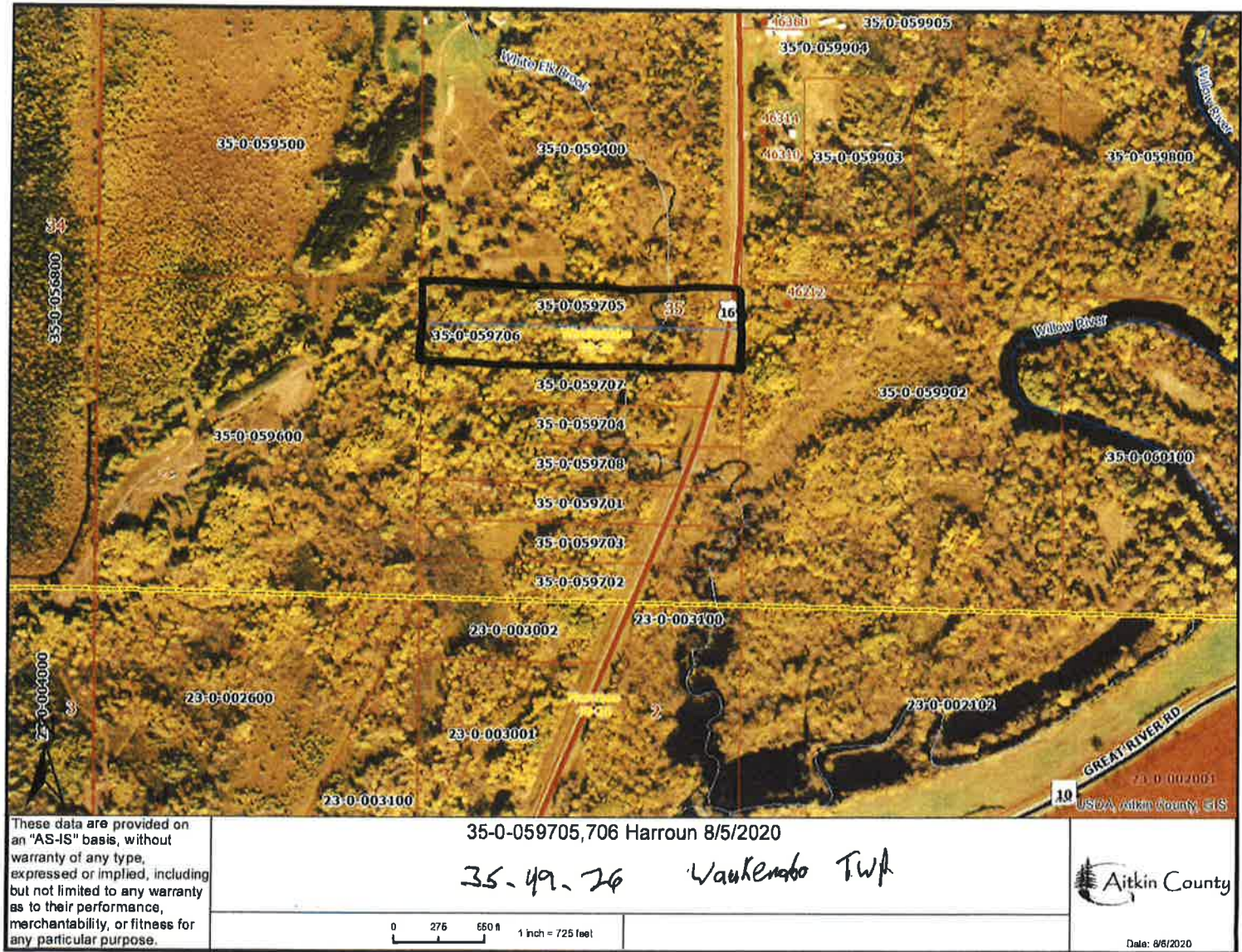
34-0-030901 Miller/Lockman 8/5/2020

19-43-22 Werner Tract



Date: 8/8/2020

28 & 29



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35-0-059705,706 Harroun 8/5/2020

35-49-26 Waukenabo Twp

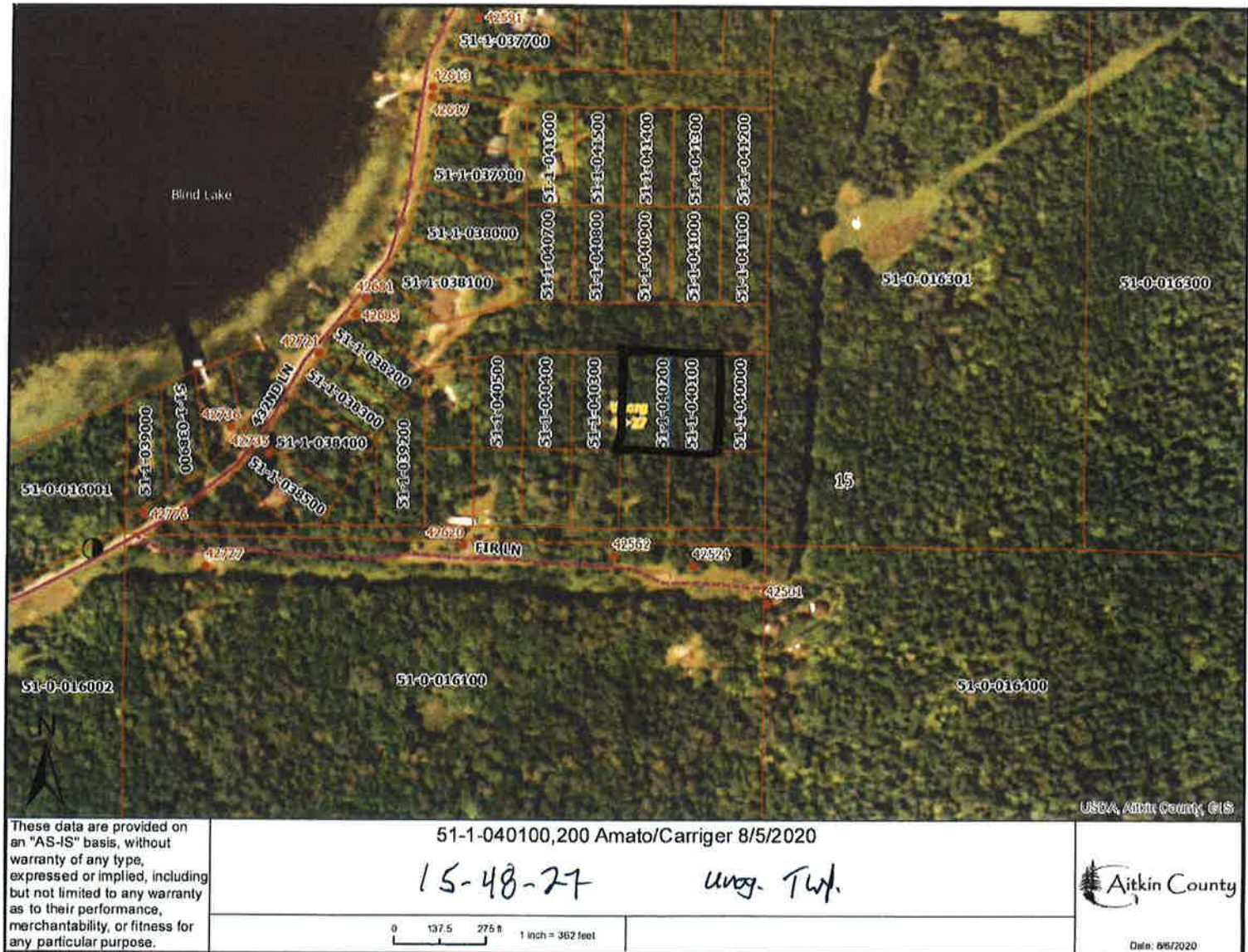
0 275 650 ft 1 inch = 725 feet

Aitkin County

Date: 8/6/2020



# 31 & 32



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51-1-040100, 200 Amato/Carriger 8/5/2020

15-48-27

Unreg. Twp.

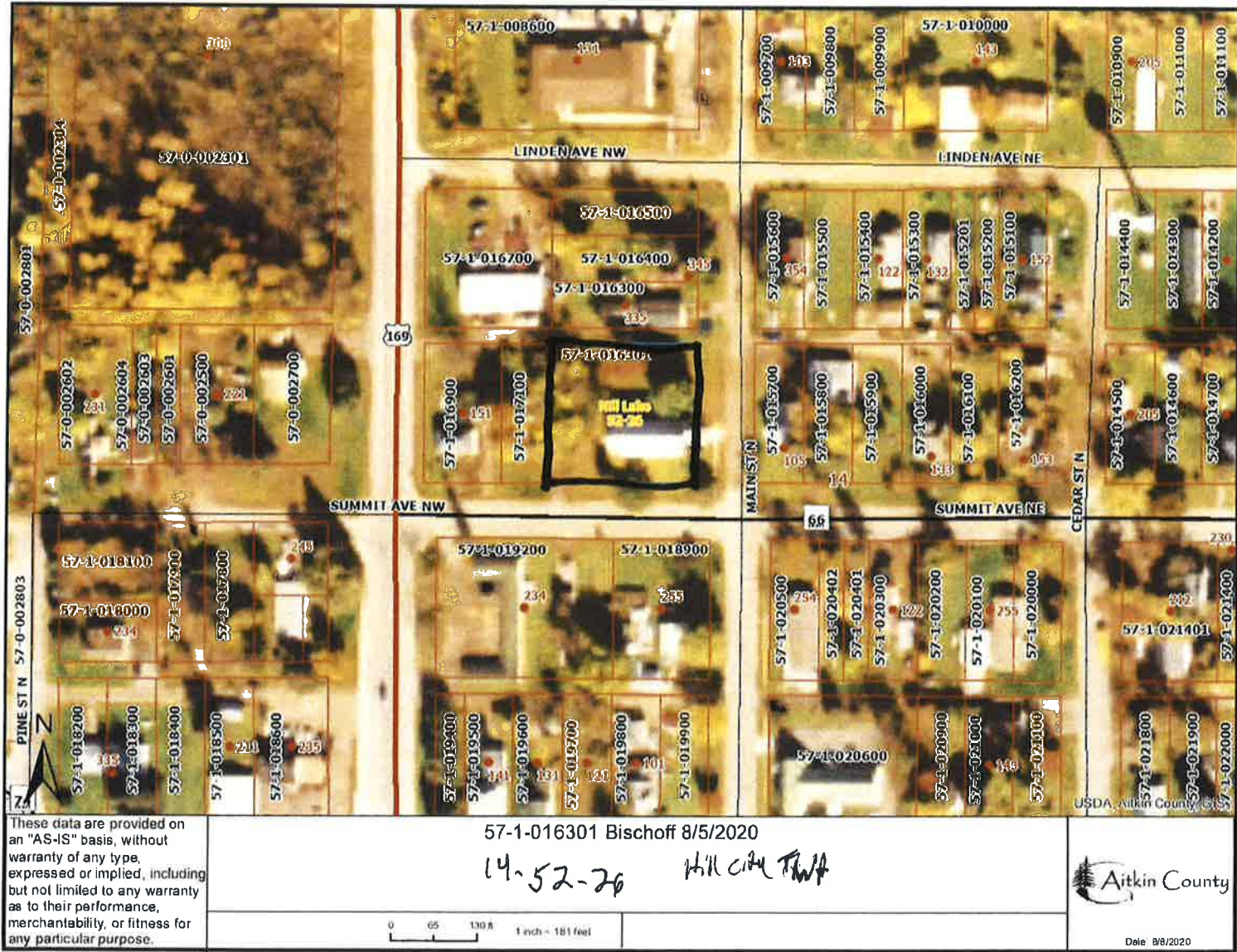
0 137.5 275 ft 1 inch = 362 feet

USDA, Aitkin County, GIS



Date: 8/5/2020







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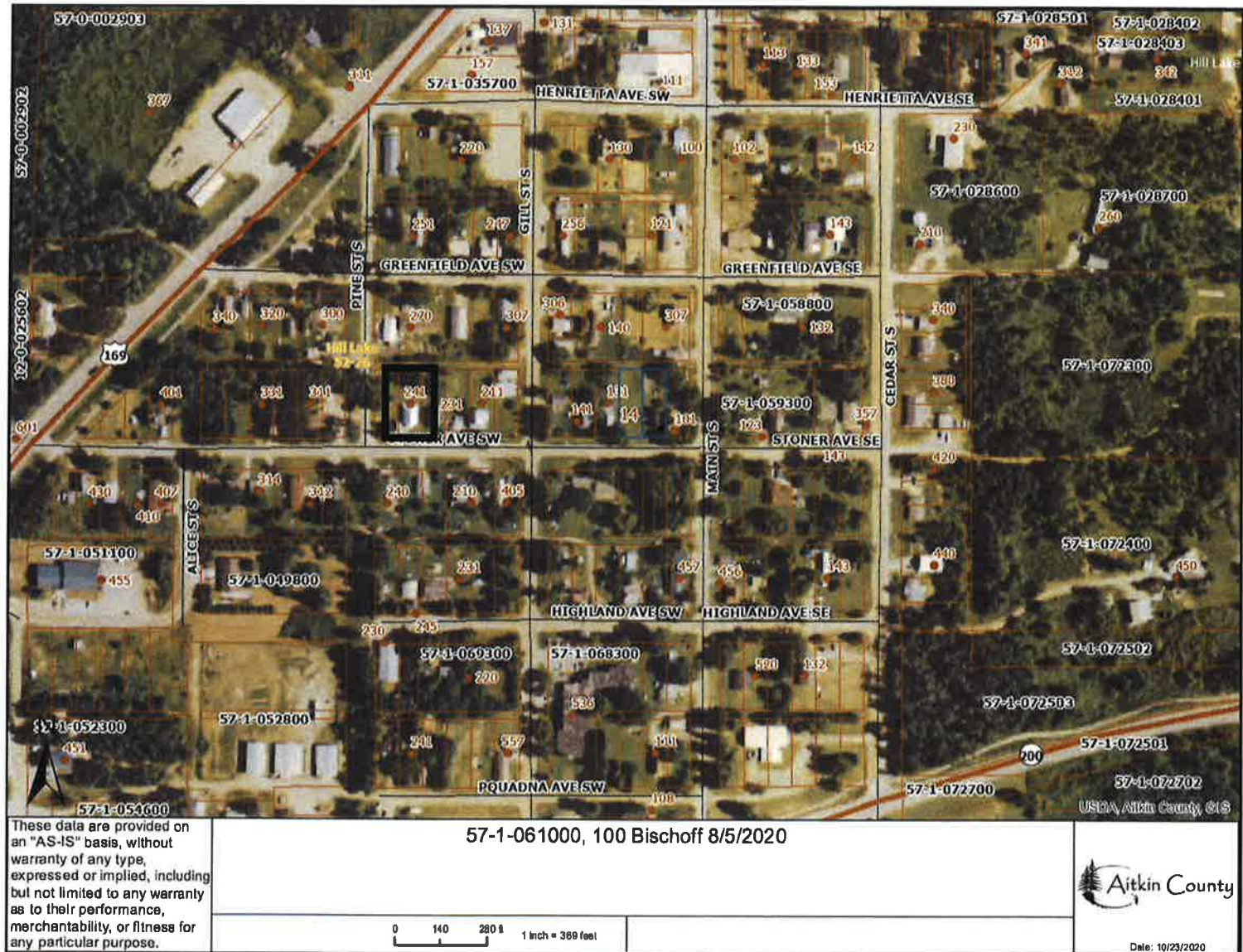
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

57-1-060101 Stowe 8/5/2020  
14-52-26 Hill City

0 137.5 275 ft 1 inch = 362 feet

Aitkin County  
Date: 8/6/2020

# 36 & 37



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61-1-019802 Laucamp 8/5/2020  
 15-48-22 Tamarack

0 65 130 ft 1 inch = 131 feet

USDA, Aitkin County GIS

Aitkin County

Date: 8/5/2020

#	PID	Name	Legal	Sec	Twp	Rg	Classification Recommendation
1	01-1-127200	Aitkin County	Riverside Point Plat 9, Lot 64	16	47	27	Non-Conservation
2	01-1-127300	Aitkin County	Riverside Point Plat 9, Lot 65	16	47	27	Non-Conservation
3	01-1-127400	Aitkin County	Riverside Point Plat 9, Lot 66	16	47	27	Non-Conservation
4	01-1-127500	Lofgren	Riverside Point Plat 9, Lot 67	16	47	27	Non-Conservation
5	01-1-127600	Lofgren & Terry	Riverside Point Plat 9, Lot 68	16	47	27	Non-Conservation
6	01-1-127700	Aitkin County	Riverside Point Plat 9, Lot 69	16	47	27	Non-Conservation
7	01-1-127800	Aitkin County	Riverside Point Plat 9, Lot 70	16	47	27	Non-Conservation
8	01-1-127900	Aitkin County	Riverside Point Plat 9, Lot 71	16	47	27	Non-Conservation
9	01-1-152900	Aitkin County	Riverside Point 2nd Addition, Lot 68	25	136	25	Non-Conservation
10	01-1-153000	Aitkin County	Riverside Point 2nd Addition, Lot 69	25	136	25	Non-Conservation
11	02-0-019001	Thompson	(SE NW) Lot 5 lying S&E of Rds Less the S 420' of the W 1/2	10	52	23	Non-Conservation
12	08-0-055101	Metzger	S1/2 or E1/2 of SW SE	33	48	25	Non-Conservation
13	09-0-032505	Aitkin County	N 1/2 OF S 1/2 OF S 1/2 OF LOT 6	19	46	25	Conservation
14	09-0-032507	Aitkin County	S 1/2 OF N 1/2 OF N 1/2 OF LOT 6	19	46	25	Conservation
15	09-0-032508	Kolar	N1/2 of N1/2 of N1/2 of Lot 6	19	46	25	Conservation
16	20-1-065800	O'Hotto	Plat of Swatara, Plat 1, Lot 11, Blk 5	20	51	26	Non-Conservation
17	23-0-017601	Petrick	N 165' of S 265' less E 2400' of Lot 2 in DOC 293587	11	48	26	Non-Conservation
18	29-1-169900	Gibson	Sheshebe Pt. Plat 5, Lot 270	21	49	23	Non-Conservation
19	29-1-170000	Gibson	Sheshebe Pt. Plat 5, Lot 271	21	49	23	Non-Conservation
20	29-1-181000	Gibson	Sheshebe Pt. Plat 5, Lot 381	21	49	23	Non-Conservation
21	29-1-181100	Gibson	Sheshebe Pt. Plat 5, Lot 382	21	49	23	Non-Conservation
22	29-1-308800	Quintana	Sheshebe Pt. 3rd Add. Plat 7, Lot 4, Blk 54	27	49	23	Non-Conservation
23	29-1-308900	Quintana	Sheshebe Pt. 3rd Add. Plat 7, Lot 8, Blk 54	27	49	23	Non-Conservation
24	29-1-365601	Bodway	Big Sandy Lk Highlands, Plat 15, Lot 158	3	49	23	Non-Conservation
25	31-1-076400	Kuennen	Miss R. Plat 2, Lot 15, Blk 1	5	47	26	Non-Conservation
26	31-1-076500	Kuennen	Miss R. Plat 2, Lot 16, Blk 1	5	47	26	Non-Conservation
27	34-0-030901	Miller & Lockman	S1/2 of SE NE	19	43	22	Non-Conservation
28	35-0-059705	Harroun	N1/2 of N1/2 of N1/2 of SE of SW	35	49	26	Non-Conservation
29	35-0-059706	Harroun	N1/2 of N1/2 of N1/2 of SE of SW	35	49	26	Non-Conservation
30	35-1-065500	Rhodes	Waukenabo Beach, Plat 2, Lot 18	11	49	26	Non-Conservation
31	51-1-040100	Amato c/o Carriger	Skyline Acres, Plat 1, Lot 34	15	48	27	Non-Conservation
32	51-1-040200	Amato	Skyline Acres, Plat 1, Lot 35	15	48	27	Non-Conservation
33	56-1-118100	Grapp	Knoxs Irregular Lots NW NW Plat 15, Lot 3 as in DOC 351384	25	47	27	Non-Conservation
34	57-1-016301	Bischoff	Bucks Add to Hill City Plat 1; Lots 10, 11, 12; Blk 12	14	52	26	Non-Conservation
35	57-1-060101	Stowe	McLains Add to Hill City Plat 6; Lot 3; Blk 3	14	52	26	Non-Conservation
36	57-1-061000	Bischoff	McLains Add to Hill City Plat 6; Lot 3; Blk 3	14	52	26	Non-Conservation
37	57-1-061100	Bischoff	McLains Add to Hill City Plat 6; Lot 11; Blk 3	14	52	26	Non-Conservation
38	61-1-019802	Laucamp	Tingdales Orig Townsite of Tamarack Plt 2; 50'x50' in Lot C in DOC #177856	15	48	22	Non-Conservation

With Thanks...



Your kindness  
is greatly appreciated

JUST A plain simple CARD  
FOR THE BOARDS help with our COVID 19  
DOLLAR GRANT money. IT COULD NOT  
HAVE COME AT A MORE OPERTUNE  
TIME. TO GET OUR LEAKY ROOF  
REPAIRED, AND OUR 8 YEAR BROKEN  
SIGN FIXED.

AMERICAN LEGION POST 23  
V.F.W. POST 2747  
McGREGOR,  
MINNESOTA

submitted BY EXECUTIVE OFFICER  
A. Hooper

# Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: April 13, 2021

Name	Please check the boxes that apply.		
	Aitkin County Citizen	Aitkin County Employee	Company Representative – please list.
Rebecca Fudala			Aitkin Age
Kirk Courtemanche		✓	Land
Kirk Pysar		✓	Auditor
DJ Thompson		✓	Land
John Welk		✓	Highway Dept -
Dan Guida		✓	Sheriff