

**KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION (EDC)  
BUSINESS RETENTION AND EXPANSION/RECRUITMENT (BRE/R) COMMITTEE**

**MINUTES**

**September 2, 2022**

**EDC Boardroom and Via ZOOM Video Conference**

Present: Corky Berg, Sam Bowen, Jim Ellingson, Steve Gardner, Les Heitke, Roger Imdieke, Jennifer Mendoza and Bridget Paulson (via Zoom)

Excused: Samantha Crow and Kelsey Vosika

Absent: Mary Warszynski

Staff: Aaron Backman, Executive Director

Secretarial: Cathy Skindelen, Legal & Administrative Assistants, Inc.

Chair Jim Ellingson called the meeting to order at approximately 11:02 a.m.

**AGENDA**—Les Heitke requested an update on the house-moving project on East Litchfield Avenue be added as item 4D on the agenda.

IT WAS MOVED BY Steve Gardner, SECONDED BY Sam Bowen, to approve the revised Agenda.  
MOTION CARRIED.

**MINUTES—**

IT WAS MOVED BY Les Heitke, SECONDED BY Corky Berg, to approve the Minutes of the May 13, 2022 meeting as emailed. MOTION CARRIED.

**UNFINISHED BUSINESS—**

**Childcare Grant.** Aaron Backman reported a grant application was submitted on August 31, 2022 by Sarah Swedburg for the Kandiyohi County Childcare Expansion and Retention Project. Swedburg worked closely with Michelle Marotzke of Mid-Minnesota Development Commission to complete the application. Kandiyohi County committed \$150,000 and the City of Willmar committed \$100,000 in matching funds. The grant and matching funds will be used to encourage childcare centers to expand or go into business, and to promote the understanding that home daycare is a viable business. The structure of the project includes forgivable loans of up to \$10,000 for home-care providers and \$50,000 for daycare centers. Swedburg and Marotzke held meetings in communities outside Willmar, including New London and Raymond, where there is a strong need for affordable childcare. Large employers are encouraged to include a childcare component in their operations. The Southwest Initiative Foundation has joined forces in this endeavor and plans to contribute \$100,000. Jennifer Mendoza reported she attends meetings with Tri-Valley Opportunity Council, which does migrant childcare, and has the availability to do regular childcare as well. Backman requested contact information.

**Elevate Class Update.** Backman reported the Fall 2022 Elevate cohort has nine registrants with two others finalizing applications. The Elevate program has a total of 20 graduates from three previous cohorts. An alumni appreciation event was held at the four-season shelter at Robbins Island.

**Manufacturing Month.** Backman reported Kelsey Olson is recruiting a number of businesses to offer in-person and virtual tours of their facilities. Hanson Silo has agreed to do both, while others are open to virtual tours. Region 6E is comprised of four counties; and county will be highlighted each week in October for Manufacturing Month (see attached flyer). Kandiyohi County will be featured the first week. Meetings have been held to share ideas. Heitke reported he previously participated in a caravan that visited several local businesses, which were given 30 minutes to promote their business.

**Ridgewater College CDL Grant Update/Next Steps.** Bowen reported Ridgewater College received its CDL Grant Award letter last spring, but before issuing contracts several questions needed to be addressed. It is now ready to move forward. Because trailers are not considered fixed assets, they cannot be purchased with funds from the CDL Grant. The \$80,000 planned for purchase of trailers will come from other funds. A legal description of the property has been requested, along with an updated budget and schedule. Ridgewater is employing a formal predesign engineering service to determine specifically how the space will be used. When the design is approved, a funding contract will be drafted with the Minnesota Department of Management and Budget, allowing Ridgewater College to be reimbursed for expenses incurred. Construction is tentatively scheduled for spring of 2023. The design will be done with expansion in mind and Bowen will be seeking other funding opportunities in the future.

Bowen was asked if the CDL examination bottleneck has improved. Because North Dakota has shut down the ability for Minnesota companies to use its services, the problem is more severe. Some companies have gone to Iowa or Nebraska for testing, however, Ridgewater College prefers to stay with local service providers.

**Litchfield Avenue Update.** Backman reported there is a house on Litchfield Avenue that has been ready to be moved for the past two months. Once the house is removed, a shed north of Manz Auto will be moved to the back of the lot for commercial purposes. The front of the lot will remain a residential area.

#### **NEW BUSINESS—**

**Update on Housing Study.** Backman reported Kandiyohi County's last housing study was done in 2015 and it is time for an update. Viewpoint Consulting Group, Inc. will conduct the study, which will be completed in 120 days. The cost has risen from \$37,000 in 2015 to \$48,000 today. Funding for the project will be obtained from the following:

Kandiyohi County Housing and Redevelopment Authority	- \$22,000
City of Willmar	- \$12,000
West Central Association of Realtors	- \$10,000
Kandiyohi County and City of Willmar EDC	- \$4,000

The small communities in Kandiyohi County will not be asked to contribute, although the study will include an overall report and a report for each community. The EDC is letting all cities in the county know about the new housing study. The study will be used when meeting with builders and site selectors and has a shelf life of about three years.

**Update on Transportation Economic Development (TED) Grant.** Backman reported the TED grant request was submitted by the deadline. If received, the grant will be used to improve Highway 40 with a turn lane and acceleration lane and provide access to the Nexyst 360 site. Nexyst 360, a subsidiary of Realm 5, is

planning a \$45 million project on 137 acres west of the FedEx Distribution Center. The Highway 12 roundabouts have been completed in the area, and construction of the Willmar Wye project is underway. The Nexyst 360 project will require 3.6 miles of rail in two loops and will be able to handle two-unit trains simultaneously. A loading facility of 250,000 square feet and a bulk storage facility of 150,000 square feet are planned, making this project approximately twice the size of the FedEx Distribution Center. The Willmar City Council was supportive of pursuing the TED Grant. The program has \$2 million available for use in Greater Minnesota. The Highway 40 project will require 29 percent of these funds. Nine expressions of interest in the grant were submitted, however, several were eliminated because they were not eligible as the grant only applies to trunk highway projects. Five were invited to apply for the grant, including two in District 8 where the Highway 40 project is located. The other applicant from District 8 dropped out due to lack of local matching funds. Backman has been in contact with the Minnesota Department of Transportation during the process. The Nexyst 360 project will add approximately 460 vehicles, mostly semis, to Highway 40 traffic each day. From an economic impact standpoint, 58 jobs will be created with an average salary of \$74,000. The cost of the improvements is \$950,000 and the Willmar City Council has agreed to match 40% or \$380,000. The funds from the city will be made available through the sale of 137 acres of land at \$8,000 per acre.

**Highway 23 Coalition Priority Projects.** The Highway 23 Coalition's Priority Projects Committee met recently and determined it will support a Corridors of Commerce application to finish the four lanes on the south side of Willmar. The 2.5-mile project will run from Highway 71 to County Road 55. Backman plans to resign from the Highway 23 Coalition Board in December and has already transitioned secretarial duties to Luke Johnson and treasurer duties to Donn Winckler. Interviews will be held for a paid coordinator position.

## REPORTS—

**Workforce Development Subcommittee.** Bowen reported the West Central Minnesota Area Job Fair will be held on the Willmar campus of Ridgewater College on September 29, 2022 (see attached). The college has been getting more requests for information regarding the job fair than ever before. The BRE Workforce Development Subcommittee will meet on September 9, 2022, and the topics of discussion will be the job fair and activities tied to the EDC's strategic plan.

**Business Support Subcommittee.** Bridget Paulson reported when the virtual job fair was held, there were 78 attendees. The State of Minnesota no longer has the Premier Virtual Platform, so the EDC purchased an annual subscription (see attached) and is planning another virtual hiring event on Wednesday, November 16, 2022 from 11:00 a.m.-3:00 p.m. The services will be provided free of charge. Swedburg and Olson will meet with Premier Virtual for training. The EDC plans to reach out to area counties for sponsorship. Counties will be charged \$350 per event, or \$300 if they participate in more than one event per year. The contract with Premier Virtual provides an unlimited number of events each year.

**CLUES.** Mendoza reported she is in the process of finishing the Certified Nursing Assistant (CNA) course. The new testing requirements have created issues, such as not allowing extensions when there are language barriers. Some have successfully completed the course, including individuals from 10 countries. The next CNA class will be in 2023. Mendoza has established a relationship with Bremer Bank, which should help in the hiring of students from the customer service and banking classes. Bremer has a branch in Marshall, Minnesota, which has a large Latino population. Mendoza also connected with Wings Financial, which has virtual positions available. A CDL course will start in September. Welding classes have been requested for 2023. Funding is now available that will help derive employment information from the state of Minnesota, which will simplify the grant application process.

**Central Minnesota Jobs and Training Service (CMJTS).** Paulson reported CMJTS is supporting Manufacturing Month with local youth. It is partnering with Della Ludwig of the Minnesota Department of Employment and

Economic Development to provide an inclusive workforce employer seminar, and participating companies can apply to be designated as a diverse employer. CMJTS received a grant for internationally trained professionals. People who had professional jobs in another country will be able to work with the State and CMJTS to get credentials to work in this country.

**ADJOURNMENT**—There being no other business, the meeting was adjourned at approximately 12:05 p.m.

**NEXT MEETING**—The next committee meeting is **11:00 a.m., Friday, December 2, 2022** at the EDC Boardroom and via ZOOM video conference.



expanding  
Ag Innovation  
& Technology



growing  
Industrial  
Development



building  
Entrepreneurial  
Support



Kandiyohi County & City of Willmar  
ECONOMIC DEVELOPMENT COMMISSION



Explore manufacturing in West Central Minnesota  
throughout October

Oct. 3-7: Kandiyohi County

Oct. 10-14: McLeod County

Oct. 17-21: Renville County

Oct. 24-28: Meeker County

866.665.4556 | 320.235.7370  
edc@kandiyohi.com | [www.kandiyohi.com](http://www.kandiyohi.com)

Follow our social media and #MnManufacturingMonth





## WEST CENTRAL MINNESOTA AREA **JOB FAIR**

**THURSDAY, SEPT 29, 2022 | NOON – 5PM**

RIDGEWATER COLLEGE GYMNASIUM | 2101 15TH AVE NW, WILLMAR

If you're looking for a job or new career challenge, don't miss this exciting one-day event. Bring your resume and dress for success! Meet the area's top human resource directors, business owners, manufacturers and employment services.

*Individuals who need a reasonable accommodation to participate in this event please call 320-231-1600 by Sept. 22, 2022.*

### **YOUR OPPORTUNITY:**

Your business is valuable to us! This exciting event is an opportunity for you to:

- Find employees — take job applications on site
- Meet job seekers from an 11-county area
- Increase community awareness of your business
- Attract new customers for your products and services
- Network with other businesses

### **YOUR INVESTMENT:**

The cost to participate is \$375 (\$400 after Sept. 22) and you will receive:

- 10-30 second ads to be aired on Fox News, K95 and The Kangaroo letting listeners know you will be at the Business Expo/Job Fair
- 6 foot table for your display area
- Media support with radio mentions in Willmar, Morris, Montevideo, and Hutchinson

*Individuals who need a reasonable accommodation to participate in this event please call 320-231-1600 by Sept. 22, 2022*

*Upon request, the information in this document can be made available in alternative formats for people with disabilities by contacting 320-231-1600.*

*Equal Opportunity Employer and Program Provider.*

SPONSORED BY:







### Software as a Service Agreement

**Customer:** Kandiyohi County & City of Willmar Economic Development Commission  
**Contact:** Aaron Backman  
**E-Mail:** aaron@kandiyohi.com  
**Address:** 222 20th St. SE, P.O. Box 1783, Willmar, MN 56201  
**Phone:** 320-235-7370  
**Email for Invoices:** aaron@kandiyohi.com  
**Fees:** \$ 13,500 Annual Agreement -  
**Initial Service Term:** [7/18/22 to 7/31/23]

**Implementation Services:** *Waived per Steve*

**Implementation Fee (one-time):** *Waived per Steve*

### SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on 8/4/2022 (the "Effective Date") between Premier Virtual, LLC, a Florida Limited Liability Company ("Premier Virtual"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, Exhibits, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement represents the entire understanding between the parties with respect to its subject matter.

#### Premier Virtual, LLC

DocuSigned by:  
 By: STEVE EDWARDS  
EB7FA36C130B49A...  
 Name: Steve Edwards  
 Title: CEO

#### [Customer]

DocuSigned by:  
 By: Aaron Backman  
ADC23A7945314D3  
 Name: Aaron Backman  
 Title: Executive Director

## **TERMS AND CONDITIONS**

### **1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Premier Virtual will use commercially reasonable efforts to provide Customer the Services set forth herein. As part of the registration process, Customer will identify an administrative username and password for Customer's Premier Virtual account. Premier Virtual reserves the right to refuse registration of, or cancel, usernames or passwords it deems inappropriate.

1.2 The Services included herein include access to Virtual Recruitment Software ("Service" or "Services") but not any services related to implementation of the Virtual Recruitment Software. The Services shall be available 99.5%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Premier Virtual's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Premier Virtual's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Premier Virtual will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Premier Virtual) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Premier Virtual by emailing support@premiervirtual.com within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service fees in any one (1) calendar month in any event. Premier Virtual will only apply a credit to the month in which the incident occurred. Premier Virtual's blocking of data communications or other service in accordance with its policies shall not be deemed to be a failure of Premier Virtual to provide adequate service levels under this Agreement.

1.3 Premier Virtual will provide technical support to Customer via both telephone and electronic mail (the "Help Desk") on weekdays during the hours of 9:00 am through 9:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a Help Desk ticket during Support Hours by calling [561-717-9717] or any time by emailing [support@Premiervirtual.com]. Premier Virtual will use commercially reasonable efforts to respond to all Help Desk tickets within one (1) business day.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: violate the terms of this Agreement or the terms of the Premier Virtual Terms of Use ("Terms of Use") found at <http://premiervirtual.com/notices>; misappropriate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure,

ideas, know-how or algorithms relevant to the Services or any software including but not limited to the Virtual Recruitment Software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Premier Virtual or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Premier Virtual hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Premier Virtual's Terms of Use then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Premier Virtual against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Premier Virtual has no obligation to monitor Customer's use of the Services, Premier Virtual may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, internet connectivity, cellular/mobile connectivity, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose



business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Premier Virtual includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Premier Virtual to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take commercially reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Premier Virtual as part of the Services. Premier Virtual shall own and retain all right, title and interest in and to (a) the Services and Software, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Premier Virtual will be free (during and after the term hereof) to (i) use any and all such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Premier Virtual offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems solely to use such information to improve and enhance Services and for other development, diagnostic and corrective purposes. No rights or licenses are granted except as expressly set forth herein.

#### 4. PAYMENT OF FEES

4.1 Customer will pay Premier Virtual the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Premier Virtual reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Premier Virtual has billed Customer incorrectly, Customer must contact Premier Virtual by

email at support@premiervirtual.com no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Premier Virtual's customer support department.

4.2 Premier Virtual may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Premier Virtual fifteen (15) days after the mailing date of the invoice or prior to the event. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Premier Virtual's net income.

#### 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the period as specified in the Order Form (the "Initial Service Term"), and, in the case of an annual or multi-year subscription, shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination, in writing, at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' prior written notice (or without notice by Premier Virtual in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Premier Virtual will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following the termination of this Agreement, but thereafter Premier Virtual may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 6. WARRANTY AND DISCLAIMER

Premier Virtual shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Premier Virtual or by third-party providers, or because of other causes beyond Premier Virtual's reasonable control, but Premier Virtual shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, PREMIER VIRTUAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND Premier Virtual DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### 7. INDEMNITY BY PREMIER VIRTUAL

Premier Virtual shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Premier Virtual is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Premier Virtual will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Premier Virtual, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Premier Virtual, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement or Terms of Use. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Premier Virtual to be infringing, Premier Virtual may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

#### 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, PREMIER VIRTUAL AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND PREMIER VIRTUAL'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PREMIER VIRTUAL FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PREMIER VIRTUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Premier Virtual's prior written consent. Premier Virtual may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Premier Virtual in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover their reasonable costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The Customer hereby authorizes Premier Virtual to list Customer's name as well as Customer's logo (trademarked or otherwise) on Premier Virtual's website disclosing that Premier Virtual has provided the Services to Customer, and to use Customer's name in any standard customer/client listing (or partial listing) published by Premier Virtual. Subject to the foregoing, neither party may use the other party's name, logo, service or trademark in any advertising, press release, or express or implied endorsement without the other party's prior written consent which shall not be unreasonably conditioned, withheld or delayed.

#### ACKNOWLEDGED AND AGREED TO

Customer:

By:

Print Name:

E-mail:

Date: 8/4/2022

DocuSign  
Kandiyohi Co. & City of Willmar E  
Aaron Backman  
ADC23A791527AD1  
Aaron Backman  
aaron@kandiyohi.com