AGENDA

PINE COUNTY BOARD REGULAR MEETING

Tuesday, December 19, 2017, 10:00 a.m.
Board Room, Pine County Courthouse
Pine City, Minnesota

A) Call meeting to order

B) Pledge of Allegiance

C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.

D) Adopt Agenda

E) Approve Minutes of December 6, 2017 County Board Meeting and Summary for publication

F) Approve Minutes of December 7, 2017 Special Meeting - Truth in Taxation meeting

G) Minutes of Boards, Reports and Correspondence
   Pine County HRA Senior Housing Minutes – October 25, 2017
   East Central Regional Library Minutes – November 13, 2017
   Pine County Chemical Health Coalition Minutes – December 11, 2017

H) Approve Consent Items

CONSENT AGENDA

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.


<table>
<thead>
<tr>
<th>Fund</th>
<th>November 30, 2016</th>
<th>November 30, 2017</th>
<th>Increase(Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>5,225,077</td>
<td>5,490,799</td>
<td>265,722</td>
</tr>
<tr>
<td>Health and Human Services Fund</td>
<td>1,238,113</td>
<td>1,584,770</td>
<td>346,657</td>
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<tr>
<td>Road and Bridge Fund</td>
<td>774,398</td>
<td>1,332,906</td>
<td>558,508</td>
</tr>
<tr>
<td>Land Management Fund</td>
<td>2,107,352</td>
<td>1,948,358</td>
<td>(158,994)</td>
</tr>
<tr>
<td>TOTAL (inc non-major funds)</td>
<td>11,115,027</td>
<td>12,186,783</td>
<td>1,071,756</td>
</tr>
</tbody>
</table>
2. **Application for Local-Option Disaster Abatement**
   Consider approval for local-option disaster abatement for Gregory and Dawn Anderson, 18129 County Road 41, Willow River, PID 05.0021.000, pay 2017.

3. **Application for Exempt Permit**
   A. Consider application for exempt permit from Minnesota Climbers Association to conduct Minnesota lawful gambling on January 6, 2018 at the Audubon Center of the North Woods, 54165 Audubon Drive, Sandstone, MN (Dell Grove Township).
   B. Consider application for exempt permit from Pheasants Forever – East Central Spurs 624 to conduct Minnesota lawful gambling on February 17, 2018 at Floppy Crappie, Lake Side Pub, 10762 Lakeview Shore Drive, Pine City, MN ( Pokegama Township).

4. **Application to Conduct Excluded Bingo**
   Consider application to conduct excluded bingo from Pine City Area Chamber of Commerce to conduct Minnesota lawful gambling on February 9, 2018 at the Pine City Country Club, 10413 Golf Course Road SW, Pine City, MN (Pine City Township).

5. **Approval of Licenses**
   A. **Tobacco Licenses**
   B. **Temporary Liquor License**
      Consider approval of a temporary liquor license for the Minnesota Climbers Association on January 6, 2018 at the Audubon Center of the North Woods, 54165 Audubon Drive, Sandstone, MN (Dell Grove Township).

6. **Donations**
   Accept multiple individual donations totaling $800 to the Pine County Sheriff’s Office for the Shop with A Cop Program.

   Consider approval of the Agreement for Law Enforcement Services with the City of Pine City for a three-year term, January 1, 2018 through December 31, 2020, as follows:
   
<table>
<thead>
<tr>
<th>Date</th>
<th>Rate per Hour</th>
<th>Total for Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/18-12/31/18</td>
<td>$50.88</td>
<td>$185,712</td>
</tr>
<tr>
<td>01/01/19-12/31/19</td>
<td>$53.42</td>
<td>$194,983</td>
</tr>
<tr>
<td>01/01/20-12/31/20</td>
<td>$56.09</td>
<td>$204,729</td>
</tr>
</tbody>
</table>
   
   and authorize Board Chair and County Sheriff to sign. Said enforcement services shall be provided by the sheriff’s office to the City of Pine City 10 hours per day, seven days a week.
8. **2018-2019 Snowmobile Safety Enforcement Grant**
   Consider approval of the 2018-19 Snowmobile Safety Enforcement Grant. Eligible reimbursement costs not to exceed $5,597 prior to July 1, 2018; eligible reimbursement costs not to exceed $5,597 prior to July 1, 2019 (total grant amount $11,194). This grant does not require matching funds. Authorize Board Chair and County Administrator to sign.

9. **Ratification of Agreement between Minnesota Counties Computer Cooperative and Strategic Technologies Incorporated**
   Consider ratification of the Agreement between Minnesota Counties Computer Cooperative and Strategic Technologies Incorporated (STI). STI will handle all maintenance and support of the Minnesota County Attorney Practice System (MCAPS). Agreement is effective January 1, 2018 through December 31, 2022. The 2018 cost for the Pine County Attorney’s Office will be $9,795.48. Authorize Board Chair and County Administrator to sign the Board Ratification Statement.

10. **Lead County Agreement between Health & Human Services and Therapeutic Services Agency, Inc. (TSA)**
    Consider approval of the Lead County Agreement between Pine County Health and Human Services and Therapeutic Services Agency, Inc. The services provided through TSA are on an as-needed basis. This contract is effective for the period of January 1, 2018 through December 31, 2018. Authorize board chair and county administrator to sign.

11. **Memorandum of Agreement – Intern**

12. **Personnel (Permanent Status/Completion of Probationary Period)**
    Consider approval of regular employment status for Eligibility Worker Donna Olsen, effective November 30, 2017.

13. **Training**
    A. Consider Land & Resources Manager Caleb Anderson to attend the General Continuing Education Course, January 4-5, 2018 in Cloquet to complete 12 of the required hours. The cost of the course is $265 with no hotel accommodations; mileage: $45. Funds are available in the 2017/2018 Zoning budget.
    B. Consider Land Services Director Kelly Schroeder to attend the Minnesota Association of County Officers (MACO) annual conference, February 13-15, 2018 at the DoubleTree by Hilton in Bloomington. A complimentary registration from the Association has been granted; Accommodations: $107+ tax per night and mileage, $60. Total costs: $274. Funds are available in the 2018 Recorder budget.
REGULAR AGENDA

1. **Public Hearing on Mini Truck Ordinance (continued from October 17, 2017 county board meeting)— at 10:00 a.m. or as soon thereafter as practicable**
   - A. County Board questions and discussion
   - B. Open Public Hearing
   - C. Close Public Hearing
   - D. County Board additional discussion if necessary
   - E. Consider adoption of Ordinance 2017-04 for the Management of Mini Trucks on Designated Roadways Within the County’s Jurisdiction and authorize Board Chair and County Administrator to sign.

2. **Subdivision Ordinance Public Hearing/Amendment for a Single Zoning Board— at 10:00 a.m. or as soon thereafter as practicable**
   - A. Presentation of the ordinance
   - B. County Board questions and discussion
   - C. Open Public Hearing and take public testimony
   - D. Close Public Hearing
   - E. County Board additional discussion if necessary
   - F. Consider adoption of Ordinance 2017-07 Amending the Pine County Subdivision and Platting Ordinance and authorize Board Chair and County Administrator to sign.

3. **Retirement of Dan Kunz**
   Recognize the retirement of Sheriff Sergeant Dan Kunz and his 16 years of service to Pine County.

4. **Facilities Committee Report**
   The Pine County Facilities Committee met December 6, 2017. Items were reviewed at the December 6, 2017 county board meeting. Informational only, no board action necessary. (Minutes attached).

5. **Personnel Committee**
   The Pine County Personnel Committee met December 12, 2017, and made the following recommendations (Minutes attached):
   - A. **Information Technology**
     a. Approve the promotion of IT Support Specialist Kent Bombard to IT Support Specialist Sr., effective January 1, 2018, with a pay increase from $22.20 to $25.09/hour. This position was created as part of the Springsted study.
   - B. **Health & Human Services**
     a. Approve the hiring of a social services supervisor at a minimum starting salary of $66,726. The position is included in the 2018 budget, will work out of Sandstone, and will be responsible for some of the duties currently performed by the other two social services supervisors resulting in better alignment of program areas.
     b. Acknowledge the termination of probationary Public Health Nurse, Shauna Cronk, effective November 13, 2017. Further discussion regarding the backfill of this position will be held at the January 2018 Personnel Committee meeting.
   - C. **Land Services**
     a. Approve the regrade of Record Clerk position from Grade 3 (Administrative Support) to Grade 4 (Skilled Administrative Support).

Other items are on the agenda separately or for informational purposes only.

Acknowledge Joseph Sanders' resignation from the GIS/Environmental Technician position effective December 29, 2017 and approve backfill of Environmental Technician Position at a grade 8.

7. **Salaries for Elected Officials**

Consider approval of Resolution 2017-63 Setting 2018 Salaries for Elected Officials as follows: County Auditor-Treasurer - $95,445 (5% increase), County Sheriff - $99,540 (5% increase), and County Attorney $108,160 (8% increase). Authorize Board Chair and County Administrator to sign.

8. **County Commissioner Compensation, Per Diem and Employee Mileage Reimbursement**

Consider approval of Resolution 2017-64 Establishing 2018 County Commissioner Compensation, Per Diem, and Employee Mileage Reimbursement as follows:

- County Commissioner Salary – $21,844 (unchanged from 2017)
- Per Diem Rate per meeting – $100 (unchanged from 2017)
- Commissioner and Employee mileage reimbursement rate for 2018 is to follow the federal IRS rate for business mileage. Authorize Board Chair and County Administrator to sign.

9. **Non-Union Cost-of-Living and Market Adjustment and Health Insurance Contribution**

A. Consider approval of a 3.00% Cost-of-Living increase to non-union employees, effective January 1, 2018.

B. **Health Insurance Contribution**

Approve the following county contribution towards health insurance premiums for non-union employees:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Monthly</th>
<th>Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMM 1500 Single</td>
<td>$644.50</td>
<td></td>
</tr>
<tr>
<td>CMM 1500 Family</td>
<td>$1,414.25</td>
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<tr>
<td>VEBA Single</td>
<td>$626.75</td>
<td>$1,275</td>
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<tr>
<td>VEBA Family</td>
<td>$1,201.75</td>
<td>$2,550</td>
</tr>
<tr>
<td>HSA Single</td>
<td>$623.00</td>
<td>$1,287</td>
</tr>
<tr>
<td>HSA Family</td>
<td>$1,414.25</td>
<td></td>
</tr>
</tbody>
</table>

10. **Local Government Innovation Award**

Presentation by County Attorney Reese Frederickson and Probation Director Terry Fawcett providing an overview of the Local Government Innovation (LGIA) program and LGIA award. Presentation of trophy for permanent public display. Personnel from the Mille Lacs Band of Ojibwe grants department will be in attendance.

11. **Public Health Advisory Documents**

Consider approval of the Pine County Community Health Board advisory member job description and the Pine County Public Health Advisory committee application.

12. **Agency Agreement No. 1030058**

Consider approval of Resolution 2017-65, Agency Agreement between Pine County and MnDOT, to allow the Commissioner of Transportation be appointed as the Agent of Pine County to accept as its agent federal aid funds which may be made available for eligible transportation related projects. Authorize Board Chair and County Administrator to sign.
13. **Establish Date for 2018 County Board Strategic Planning Session and Direction for Planning Session**
   Set a Special Meeting/Committee of the Whole meeting in January for the county board to conduct a strategic planning session. January 23, 2018 is a potential date.

14. **2018 Pine County Property Tax Levy and Budget**
   Consider approval of:
   A. Resolution 2017-62 Establishing the 2018 Pine County Property Tax Levy at $17,912,930 and authorize Board Chair and County Administrator to Sign.
   B. Resolution 2017-61 Adopting the 2018 Pine County Operating Budget and authorize Board Chair and County Administrator to sign.

15. **Commissioner Updates**
   Soil & Water Conservation District  
   Central Minnesota Council on Aging  
   Central Minnesota Jobs and Training Service  
   East Central Solid Waste Commission  
   East Central Regional Library  
   Pine County Chemical Health Coalition  
   Law Library  
   State Community Health Services Advisory Committee (SCHSAC)  
   East Central Regional Development Commission  
   Other

16. **Other**

17. **Upcoming Meetings (Subject to Change)**
   a. **Pine County Board Meeting, Tuesday, December 19, 2017, 10:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota.
   b. **Arrowhead Counties Association Annual Dinner and Recognition Meeting, Wednesday, December 20, 2017, 6:00 p.m.,** Grandma’s Saloon and Deli (Canal Park) in the Sand Bar Room, Duluth, Minnesota.
   c. **Cancelled: Technology Committee, Tuesday, December 26, 2017**
   d. **NLX, Wednesday, December 27, 2017, 10:00 a.m.,** Board Room, Courthouse, Pine City, Minnesota.
   e. **Cancelled: Northeast Emergency Communications Board, Thursday, December 28, 2017**
   f. **Central Minnesota Emergency Medical Services, Friday, December 29, 2017, 10:00 a.m.,** Stearns County Service Center, 3301 Co. Rd. 138, Waite Park, Minnesota.
   g. **Pine County Organizational and Regular Board Meeting, Tuesday, January 2, 2018, 10:00 a.m.** Board Room, Courthouse, Pine City, Minnesota.

18. **Labor Negotiations Update**
   This portion of the meeting may be closed pursuant to MS §13D.03 to consider negotiation strategies and develop, discuss, and review labor negotiations proposals for negotiations conducted pursuant to Minnesota Statute 179A.01 to 179A.25.
   A. Consider approval of Memorandum of Agreement between Pine County and Pine County Road and Bridge Supervisors Unit regarding 2018, 2019 and 2020 wage increase. Authorize Board Chair and County Administrator to sign.
B. Tentative Agreements – Social Services Supervisors, Highway Maintenance, Sheriff Admin Staff, and other agreements that may be reached prior to the board meeting.

19. Adjourn
Chair Ludwig called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee and John Mikrot, Jr. Also present were County Attorney Reese Frederickson and County Administrator David Minke.

The Pledge of Allegiance was said.

Chair Ludwig called for public comment. Ailene Croup inquired if updated Pictometry aerial photos would be used to monitor the buffer law. Chair Ludwig stated this would be addressed later in the board meeting, Regular Agenda item 5.

Chair Ludwig inquired if there were revisions to the Agenda. There were no revisions to the Agenda.

Commissioner Chaffee moved to approve the Agenda. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Mikrot moved to approve the Minutes of the November 21, 2017 county board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
- Pine County Chemical Health Coalition Minutes — November 13, 2017

Commissioner Ludwig moved to acknowledge the Boards, Reports and Correspondence. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Hallan moved to approve the Consent Agenda. Second by Commissioner Mikrot. Motion carried 5-0.

**CONSENT AGENDA**

1. **November, 2017 Disbursements**

2. **Revised Federal Award Procurement and Conflict of Interest Policy**
   Approve the Revised Federal Award Procurement and Conflict of Interest Policy.

3. **Agreement Between Health & Human Services and Therapeutic Services Agency (TSA) for Clinical and Reflective Practice Supervision**
   Approve the Agreement between Health & Human Services and Therapeutic Services Agency (TSA) to provide required clinical supervision to children’s mental health case managers,
public health nurses, and extend the service to child protection social workers. The term of this contract is January 1, 2018 through December 31, 2018. The total cost would be $14,400 for 2018, with $8,640 reimbursed by grants, leaving $5,760 as an expense to Health & Human Services. Authorize Board Chair to sign.


   Approve the Agreement between Health & Human Services and Arrowhead Economic Opportunity Agency, Inc. (AEOA) for transportation, for the period of December 1, 2017 through December 31, 2018. AEOA would be reimbursed at the IRS mileage rate plus an administrative fee of 38 cents per mile for social service trips provided by AEOA and authorized by Health & Human Services. Authorize Board Chair and County Administrator to sign.

5. **Contract Between State of Minnesota and Health & Human Services – Minnesota Family Investment Program (MFIP) & Work Diversionary Work Program**

   Approve the contract between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities (MnSCU), on behalf of Pine Technical and Community College Employment and Training Center and Pine County Health & Human Service. This contract allows PTCC Employment and Training Center to continue to deliver employment searching and training to participants who qualify. Health & Human Services is reimbursed from the State for billed services. This contract is effective January 1, 2018 through December 31, 2019. The amount to MnSCU shall not exceed a grand total of $361,670 per contract year. Authorize Board Chair and County Administrator to sign.

6. **Contract Between State of Minnesota and Health & Human Services – Supplemental Nutrition Assistance Program (SNAP)**

   Approve the contract between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Pine Technical and Community College Employment and Training Center and Pine County Health & Human Service, to provide employment and training services to participants of the Supplemental Nutrition Assistance Program (SNAP). The contract will reimburse Pine Technical and Community College for expenses up to $9,040. The contract is in effect from October 1, 2017 through September 30, 2018. Authorize Board Chair and County Administrator to sign.

7. **Renewal of State Health Improvement Partnership Agreement**

   Approve the State Health Improvement Partnership Agreement and Business Associate Agreement. Pine County Public Health will receive $62,250 from the grant agreement from November 1, 2017 to October 31, 2018 to work on state health improvement strategies. Authorize Board Chair to sign.

8. **Central Minnesota Health Care Preparedness Coalition**

   Authorize Pine County to participate in the Central Minnesota Health Care Preparedness Coalition.

9. **Nightingale Notes Application Subscription Agreement -- Champ Software, Inc.**

   Approve the Agreement between Champ Software, Inc. and Pine County Public Health for the Nightingale Notes Subscription. Pine County Public Health pays a yearly fee to use Nightingale Notes of $8,121. Authorize Board Chair to sign.
10. **Central Minnesota Emergency Medical Services Region Advisory Committee**
   Approve reappointment of Marge Fagerstrom as a committee member, and JoAnn Gray as an alternate committee member, to the Central Minnesota Emergency Medical Services Region Advisory Committee for a two-year term, January 1, 2018-December 31, 2019. Marge and JoAnn are agreeable to the reappointment.

11. **Police Officer Declaration - PERA**
   Approve Resolution 2017-60 for the Public Employees Retirement Association Police Officer Declaration for part-time deputy sheriff Zachary Bettschen. This Resolution/Declaration indicates he has met all of the requirements of the Police and Fire Plan membership requirements from his date of hire. Authorize Board Chair and County Administrator to sign Resolution 2017-60.

12. **Completion of Probationary Status**
   Approve the regular employment status to Social Worker Jessica Zirbes, effective November 24, 2017.

13. **Training**
   Authorize County Engineer Mark LeBrun to attend the 73rd Annual MN County Engineers Conference at Cragun's Resort, January 16-18, 2018, in Brainerd. Registration: $190, Lodging and Meals: $664. Total cost: $854.

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**REGULAR AGENDA**

1. **Technology Committee Report**
   Commissioner Hallan stated the Technology Committee has reviewed the county’s current website and gathered quotes from vendors to update the website. The cost is $9,900 together with $1,900 per year for maintenance.
   
   **Motion** by Commissioner Hallan to approve a five-year contract with Revise as the vendor to redesign the Pine County website. Authorize Board Chair to sign. Second by Commissioner Mohr. Motion carried 5-0.

2. **Health & Human Services Committee Report**
   Commissioner Chaffee stated the Health & Human Services Committee met November 21, 2017 and made the following recommendations:
   
   A. Meeting length and frequency: it was the consensus of the Committee to keep the meetings to quarterly but to start 30 minutes earlier, at 8:30 a.m. rather than 9:00 a.m.
   B. Health Equity: The consensus of the committee was to finalize the committee structure/bylaws and bring to the county board for approval at the December 19, 2017 county board meeting.
   
   Other items for information only.

3. **Facilities Committee Report**
   The Pine County Facilities Committee met December 6, 2017. Commissioner Mohr stated County Engineer Mark LeBrun reviewed the timeline from the bidding process through completion of the Sandstone government building. Site layout, schematic key cards and placement, and parking was discussed. The final schematic drawing will be presented to the county board at the January 2, 2018 county board meeting.
4. **Introduction of Corrections Agent Michelle Sellner**
   Probation Director Terry Fawcett introduced new employee, Corrections Agent Michelle Sellner.

5. **Aerial Photography Purchase**
   Land Services Director Kelly Schroeder reviewed the use of the Beacon site by government departments and the public since its inception in 2010, stating one of the significant characteristics of Beacon is the aerial photos. The photos in Beacon have not been updated since the original photos were taken in 2011. Advantages, and the use, of Beacon were discussed. Pictometry representative Dean Larson was present to answer questions. The total cost of one flight is $161,360.75, which will be paid from the Recorder's Compliance Fund (non-levy dollars). Photos will be taken in the Spring of 2018.
   Motion by Commissioner Mohr to authorize the Board Chair to sign the Order Form with Pictometry International Corp. for aerial photos under the Minnesota Counties Computer Cooperative purchasing agreement. Second by Commissioner Hallan. Motion carried 5-0.

6. **Commissioner Updates**
   Negotiations: County Administrator David Minke stated six of the seven bargaining units with contracts expiring in 2017 have been met with; tentative agreements have been reached with five of these.
   Snake River Watershed: Commissioner Mohr stated the Minnesota Board of Water and Soil Resources (BWSR) gave a presentation on the One Water One Plan program. Commissioner Mohr stated the Watershed Outreach Project and Cross Lake project were discussed. It was proposed that a Committee of the Whole meeting could be scheduled in 2018 to discuss aquifers and a hydrogeologist could be invited to present.
   Arrowhead Transit Meeting: Commissioner Hallan stated ridership within the county is steady. A Request for Proposal has been submitted for planning for transportation for the needs for people who are not able get to the doctor appointments and who reside outside of the city limits.
   Pine County Fair Economic Impact Study: Commissioners Hallan and Mohr commented that a great amount of information was provided to the University of Minnesota (U of M) through the surveys obtained during the 2017 Pine County Fair. Preliminary information was provided by the University at the meeting; the University will analyze the information and provide a formal report at a later date.
   Workforce & Economic Development Task Force: Commissioner Mohr stated additional members have been added to the task force; the task force is attempting to narrow its scope to make its goals easier to accomplish.
   AMC Annual Conference: Administrator Minke and Commissioners Ludwig and Mohr provided overviews of the breakout sessions attended at the Association of Minnesota Counties Annual Conference.
   MASWCD Work Group: Commissioner Hallan stated funding for soil and water conservation districts was a key topic of discussion.

7. **Other**
   None.

8. Upcoming meetings were reviewed.
9. **Adjourn**

With no further business, Chair Ludwig adjourned the meeting at 11:03 a.m. The next regular meeting of the county board is scheduled for Tuesday, December 19, 2017 at 10:00 a.m. at the Boardroom, Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Matthew W. Ludwig, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board of Commissioners
Chair Ludwig called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee and John Mikrot, Jr. Also present were County Attorney Reese Frederickson and County Administrator David Minke.

The Pledge of Allegiance was said.

Chair Ludwig called for public comment. Ailene Croup inquired if updated Pictometry aerial photos would be used to monitor the buffer law. Chair Ludwig stated this would be addressed later in the board meeting, Regular Agenda item 5.

Commissioner Chaffee moved to approve the Agenda. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Mikrot moved to approve the Minutes of the November 21, 2017 county board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
- Pine County Chemical Health Coalition Minutes – November 13, 2017
Commissioner Ludwig moved to acknowledge the Boards, Reports and Correspondence. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Hallan moved to approve the Consent Agenda. Second by Commissioner Mikrot. Motion carried 5-0.


Approve the Revised Federal Award Procurement and Conflict of Interest Policy.

Approve the Agreement between Health & Human Services and Therapeutic Services Agency (TSA) to provide required clinical supervision to children's mental health case managers, public health nurses, and extend the service to child protection social workers. The term of this contract is January 1, 2018 through December 31, 2018. The total cost would be $14,400 for 2018, with $8,640 reimbursed by grants, leaving $5,760 as an expense to Health & Human Services.
Approve the Agreement between Health & Human Services and Arrowhead Economic Opportunity Agency, Inc. (AEOA) for transportation, for the period of December 1, 2017 through December 31, 2018. AEOA would be reimbursed at the IRS mileage rate plus an administrative fee of 38 cents per mile for social service trips provided by AEOA and authorized by Health & Human Services.

Approve the contract between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities (MnSCU), on behalf of Pine Technical and Community College Employment and Training Center and Pine County Health & Human Service. This contract is effective January 1, 2018 through December 31, 2019. The amount to MnSCU shall not exceed a grand total of $361,670 per contract year.

Approve the contract between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Pine Technical and Community College Employment and Training Center and Pine County Health & Human Service, to provide employment and training services to participants of the Supplemental Nutrition Assistance Program (SNAP). The contract will reimburse Pine Technical and Community College for expenses up to $9,040. The contract is in effect from October 1, 2017 through September 30, 2018.

Approve the State Health Improvement Partnership Agreement and Business Associate Agreement. Pine County Public Health will receive $62,250 from the grant agreement from November 1, 2017 to October 31, 2018 to work on state health improvement strategies.

Authorize Pine County to participate in the Central Minnesota Health Care Preparedness Coalition.

Approve the Agreement between Champ Software, Inc. and Pine County Public Health for the Nightingale Notes Subscription. Pine County Public Health pays a yearly fee to use Nightingale Notes of $8,121.

Approve reappointment of Marge Fagerstrom as a committee member, and JoAnn Gray as an alternate committee member, to the Central Minnesota Emergency Medical Services Region Advisory Committee for a two-year term, January 1, 2018-December 31, 2019.

Approve Resolution 2017-60 for the Public Employees Retirement Association Police Officer Declaration for part-time deputy sheriff Zachary Bettschen. This Resolution/Declaration indicates he has met all of the requirements of the Police and Fire Plan membership requirements from his date of hire.

Approve the regular employment status to Social Worker Jessica Zirbes, effective November 24, 2017.

Authorize County Engineer Mark LeBrun to attend the 73rd Annual MN County Engineers Conference. Total cost: $854.

**Motion** by Commissioner Hallan to approve a five-year contract with Revise as the vendor to redesign the Pine County website. Authorize Board Chair to sign. Second by Commissioner Mohr. Motion carried 5-0.
Motion by Commissioner Mohr to authorize the Board Chair to sign the Order Form with Pictometry International Corp. for aerial photos under the Minnesota Counties Computer Cooperative purchasing agreement. Second by Commissioner Hallan. Motion carried 5-0.

With no further business, Chair Ludwig adjourned the meeting at 11:03 a.m. The next regular meeting of the county board is scheduled for Tuesday, December 19, 2017 at 10:00 a.m. at the Boardroom, Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Matthew W. Ludwig, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board of Commissioners

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website (www.co.pine.mn.us). Copies may also be requested from the administrator’s office.
Chair Matt Ludwig called the meeting to order at 6:00 p.m. Present were Commissioners Steve Hallan, Steve Chaffee and John Mikrot, Jr. Also present were County Administrator David Minke, Land Services Director Kelly Schroeder and Health & Human Services Director Becky Foss. Commissioner Josh Mohr was absent (excused).

The Pledge of Allegiance was said.

Commissioner Chaffee moved to approve the Agenda. Second by Commissioner Hallan. Motion carried 4-0.

Administrator Minke gave a powerpoint presentation discussing the 2018 Pine County budget and property tax levy; the presentation will be placed on the Pine County website for the public to view. Administrator Minke stated the total proposed tax levy is $17,912,930, which is an increase of 5.5% over the 2017 property tax levy. The total proposed county budget for 2018 is $41,725,060.

Chair Ludwig called for public comment. Pine County resident Yvonne Schmidt commented on the increase in the property tax valuations.

The budget and levy will be presented at the December 19, 2017 county board meeting for consideration.

With no further discussion, a motion was made by Commissioner Chaffee to adjourn the meeting. Second by Commissioner Hallan. Motion carried 4-0. Chair Ludwig adjourned the meeting at 6:40 p.m.

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to County Board
The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on October 25, 2017, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Jan Oak, Cheri Drilling, Dennis Korpi, Greg Kvasnicka and Management Agents, Tammy Gehrke.

1. The meeting was called to order at 1:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.

2. The HRA Board minutes from the Meeting conducted September 27, 2017 were reviewed by the Board members. A motion was made by J. Oak and seconded by D. Korpi to accept the minutes. Motion carried: Yeas 5, Nays 0

3. The Management Agent Report and the monthly financial statements and investment report were presented by T. Gehrke. A motion was made by D. Stockamp and seconded by G. Kvasnicka to approve the financial statements and the investment report. Motion carried: Motion carried: Yeas 5, Nays 0

4. Position of Administrative Assistant Replacement and Management Contract Renewal were discussed and will be presented at the next meeting. An increase of $1 per occupied unit was agreed for drafting of the renewal.

5. G. Kvasnicka was presented with his renewal certificate by Board Chair D. Stockamp.

6. A motion was made by D. Korpi and was seconded by C. Drilling to adjourn the meeting at 2:15 p.m. Motion carried: Yeas 5, Nays 0

Dorothy Stockamp
HRA Board Chair

Tammy Gehrke
Management Agent
ECRL Library Board Minutes

Date: Monday, November 13, 2017

Time: 9:30 a.m.

Place: Cambridge Library

Present: Board Members: Donna Rae Asp (Aitkin); Rebecca May (Aitkin); George McMahon (Chisago); Bill Schlumbohm (Chisago); Barbara Kruschel (Isanti); Karen Lee (Isanti); Mike Warring (Isanti); Gene Anderson (Kanabec); Robert Jensen (Kanabec); Linda Boettcher (Mille Lacs); Wendy Kafka (Mille Lacs); Genny Reynolds (Mille Lacs); Josh Mohr (Pine); Judy Scholin (Pine).

Staff: Shelly Anderson (Administrative and Finance Manager); Sandy Buckingham (Human Resources Coordinator); Rachel Howell (Assistant Director); Carla Lydon (Executive Director); Sarah Hawkins (Resource Librarian).

Absent: Don Niemi (Aitkin); Carole Goddard (Pine)

Call to Order

Board President Warring called the November, 2017 meeting of the East Central Regional Library Board to order at 9:30 a.m.

Pledge of Allegiance

Adopt/Amend Agenda

Jensen/McMahon to adopt agenda

M/S/P: unanimous

Period for Public comment

None

Approval of Previous Minutes

McMahon/Kruschel to approve minutes as presented

M/S/P: unanimous

Bills

Bills briefly discussed. Reynolds stated that she has reviewed and everything looks satisfactory. Quite a few Legacy payments this month. Several items questioned and explained - Braham Event Center payment was for All Staff Training Day. Unique Management Services is the collection agency we use for our collections.

Reynolds/Anderson to approve Bills report as presented

M/S/P: unanimous
Financial Reports

Financial Report was reviewed – everything is right on track. The item “Due from Staff” is reimbursement from a staff member when they purchase something through ECRL.

Reynolds/McMahon to accept the Financial Report as presented

M/S/P: unanimous

ECRL Administrative Reports

A. Director’s Organizational Report

- Lydon mentioned that Wendy Prokosch, Librarian in Mora, has announced her retirement after almost 40 years with ECRL. Last work day is Thursday, November 16th. There will be an Open House in her honor from 1:30 – 5:30 pm. on Thursday. The Kanabec County newspaper interviewed her for a news article – she’s had a big effect on this organization and the Mora Library. We also received a resignation from Erica Myhre, Wyoming Branch Librarian so we also have a vacancy there. We have appointed interim librarians until we fill the vacancies – Bruce Willms (Branch Assistant) will fill in in Wyoming and Adam Kehn (Branch Assistant In Cambridge and Princeton) in Mora.
- We have a Custodian from the Cambridge branch on an extended leave of absence for 4-6 months and have contracted a State of Minnesota agency to provide supported employment services until our Custodian returns. This will be paid out of ECRL Building Maintenance budget item. This is a different model than we’ve used in Cambridge in the past.
- We had a wonderful All Staff Day at the Braham Event Center on October 10th. We were able to provide every employee that attended with an ECRL t-shirt, paid for by some Friends groups. We got very positive feedback from staff about the Event Center and the day in general. We recognized six employees for their years of service. We had a health and wellness fair during the lunch hour. Congratulations and thank you to the ECRL committee of employees that planned this event!
- Lydon stated that she and Howell have met with nine of the 14 communities with libraries to discuss the new open hours. Five communities did not respond about wanting to meet. The meetings we did have were very successful and we got good feedback from city administrators. Lydon would like to get the cities more informed about what the libraries actually do for the community.

B. Branch Highlights

- Howell reiterated about how well the All Staff Day went.
- There are many good outreach activities this month, increased attendance at programs.
- Update on the grant from the Blandin Foundation for WiFi hotspots in Aitkin County. In late October we were told that we were approved for the grant. These hotspots will be offered at Aitkin, McGregor and Aitkin County Outreach.
- Legacy programming – The Ice Out Region Wide Read is coming to a successful close. The author, Mary Casanova is now making appearances in various ECRL libraries.
- McMahon told the Board that a rotary club in Chisago County had Hawkins and Lydon give a presentation at a Rotary Meeting. Feedback from the community is that they didn’t realize just how much libraries do. He urged anyone that has community organizations to think about having the library staff come and do a similar presentation for them.
Other Reports

A. Personnel Committee
   - Locally Funded Hours: Discussed the draft policy about Locally Funded Extra Hours. McMahon asked for clarification: additional locally funded hours approved will ONLY go to the particular branch in which it was approved and not distributed to the whole region – that is correct.

   Kruschel/McMahon to approve Locally Funded Hours policy as presented

   M/S/P: unanimous

   - Executive Director Evaluation Process: Lee reported that at the last Personnel Committee Meeting they decided that all board members should give feedback/review the Executive Director’s job performance. She handed out the 2017 Goals, Job Description, and Executive Letter from Carla, and asked board members to complete the review sometime before the December Board Meeting. They should mail/e-mail it to Buckingham or bring the completed review to the next meeting. The Personnel Committee will then discuss at their December 18th Personnel Committee Meeting and make their recommendations to the Board at the January Board Meeting.

B. Legacy Committee: Lydon asked if there are questions. Have a slight increase in funds for FY18 which will allow us to provide more programs. Legacy programs, attendance, etc. is reviewed annually.

C. MN Writes, MN Reads: Hawkins told about the MN Writes, MN Reads program. This is a statewide program, no library card is needed. All you need is to be connected to the internet in the State of Minnesota. Users can create e-book and print-ready formats of their novel, memoir, poetry collection, children’s book, or any other kind of book. Same platform as E-Books Minnesota. Authors can then use SELF-e to upload their ebook for inclusion in Indie Minnesota, a statewide collection promoting local authors. She showed some examples. This is a collaborative project being funded by academic libraries in the State and the Selfie side is funded by public libraries in the State. Website: mnwritesmnreads.org.

Old Business

A. 2018 ECRL Budget approval update: all commissioner indicate that the library budget is included in their 2018 budgets.

B. Branch Open Hours: Discussed the branch open hours, proposed and current schedules. Kanabec County has decided to give some locally funded money which is included in the proposed schedule. Mille Lacs County has also indicated this. This will allow us to have Princeton and Milaca open more hours than previously predicted. The City of Hinckley will be reallocating some of their budget to staffing from materials. Howell and Lydon have looked at multiple versions of open hours. Isle and McGregor will be open 20 and 24 hours per week which is a big change from what they’re currently open. Feedback from staff, the public and the cities was included in Board packets for review. Lydon explained the reasoning for some of the hours changes/proposals. McMahon recommended adopting the hours as presented with the caveat that they could change in the future. Jensen suggested that we amend to look further into the hours for Isle with the ability to change if needed.
Jensen/Lee to approve new open hours schedule, except for Isle.

M/S/P: unanimous

**New Business**

A. **Budget Adjustment, Materials:** Lydon recommended reallocating $20,000 from the budget line items named “Books” to line item named “Other Media”. All digital materials comes out of other media, books is printed material only. Hawkins told the Board that she can’t keep up with the requests she gets for digital materials and she explained how the system works.

*Scholin/Kafka to approve reallocation of $20,000 from budget line Books to budget line Other Media*

M/S/P: unanimous

B. **2018 Calendars:** Lydon discussed a change with holiday closings. When a branch is routinely closed on Mondays, we have been closed on Tuesdays for the employee’s Monday holiday. Our patrons don’t like this as the libraries are closed for so many days in a row. Our recommendation is to change that practice — in a situation like this, our staff get their holiday somewhere within that two week pay period.

*Lee/Scholin to approve 2018 calendar*

M/S/P: unanimous

C. **Headquarters Lease Extension:** This is the same as last year—no increase. Just need approval to extend the lease.

*Anderson/McMahon to approve extending the Headquarters lease*

M/S/P: unanimous

D. **Regional Library Telecommunications Aid Program (RLTA) Application:**

*McMahon/Lee to approve application as presented.*

M/S/P: unanimous

E. **Securities Custodial Agreement:** Peoples Bank in Cambridge is merging with First Bank and Trust. Need approval to sign new Securities Custodial Agreement

*McMahon/Kruschel to approve new Securities Custodial Agreement*

M/S/P: unanimous

**Trustee Issues**
A. **Nominating Committee Appointment:** Nominating Committee—George McMahon will chair and he selected Bob Jensen and Don Niemi to participate on the committee. They will present the President and officer nominations at the next board meeting.

B. **Bad Weather Procedure for Board Meetings:** In the past, the Executive Director would talk to the Board Chair on the preceding Sunday afternoon, about cancelling the Monday Board Meeting if the weather forecast was bad. Lydon stated that she will continue to send an e-mail to all board members on Sunday before the meeting if the meeting is cancelled. She asks that the board members respond to the email. If she doesn’t hear back from a member, she will call them.

C. **December Year End Meeting:** It was decided that we will do what we did last December and have a brunch during the meeting.

D. **Board Appointments:** Kanabec County appointed a new board member to the vacant position—Karen Rasmusson. She will join us at our January, 2018 meeting. Chisago County still has a vacant board position. McMahon said that they have someone in mind but the County Board has to meet before this person can be officially appointed.

E. **Legislative Update:** We don’t know if there will be much of a legislative session. We do have a platform that includes bonding money and increases to the Regional Library Basic System Support (RLBSS).

F. **Other:** Lydon shared a letter from the previous Executive Director. She also reported that there was a very nice article about board member Karen Lee in the Isanti County News recently. Additionally, previous board member Margorie Swanson was appointed citizen of the year for Pine County.

**Future Agenda Items**

None

**Next meeting.** Monday, December 11, 2017, 9:30 am in Cambridge.

*McMahon/Jensen to adjourn at 11:30 am*

*M/S/P: unanimous*

Barbara Kruschel, Secretary

Sandy Buckingham, Recorder
Pine County Chemical Health Coalition
Minutes
December 11, 2017
East Central High School, Finlayson

Coalition Mission Statement
Pine County Chemical Health Coalition: Striving to prevent the misuse and abuse of alcohol, tobacco and other drugs

Attendance:
Reese Frederickson, Pine County Attorney
Amber Chase, Pine Co Probation
Amanda Essen, Willow River School
Jamie Root-Larsen, Positive Community Norms Media Specialist
Danielle Finke, Pine County Public Health
Tanya Christopherson, Essentia Health
Commissioner John Mikrot Jr
Traci LeBrun, Pine Co Courier
Natasha Mykkanen, Hinckley/Finlayson School
Jen Telander, Regional Prevention Coordinator
Paul Widenstrom, Pine Co Sheriff's Dept
Lynette Forbes-Cardey, Becky Foss, Karen Jansen, Diane Lombard, and Janet Schumacher, Pine Co HHS

Meeting commenced at 3:00 pm by Becky Foss at East Central High School, Finlayson.

1. Introductions and Welcome
Welcome to all especially to those making this their first meeting - introductions were made.

2. Addition/Changes to the Agenda
Motion to accept agenda by Paul Widenstrom, seconded by Jamie Root-Larsen. Motion carried.

3. Minutes of November 13, 2017
Motion to approve 11/13/17 minutes made by John Mikrot, Jr, seconded by Paul Widenstrom. Motion carried.

4. Reese Frederickson, Pine County Attorney - Presentation on Social Host Ordinance — Reese explained to the committee that a SHO is criminal sanction for hosting an event where underage persons intend to consume, consume or possess alcohol. Hosting includes allowing, controlling, aiding or procuring others to host. County ordinances have misdemeanor criminal penalties of up to 90 days in jail and/or up to $1,000 fine and typical sanctions involve probation. The benefits of a SRO would close the state law loophole in the self-barter-furnish-give law, could be easy to prove, discourages people (especially parents) from hosting parties, does not require added law enforcement duties, and is more effective than ticketing minors.

About 109 cities and 25 counties in MN have a SRO with over 50% of MN population covered by a SRO. Going forward in Pine County would be to draft a proposed ordinance, obtaining the support of the County Board as well as Law Enforcement – Paul Widenstrom feels it would be a good thing – it could be a shift of attention on LE. Cities would be encouraged to get a SRO also if adopted by the County as they do normally match up/align together. Reese could present to cities/county. His past experience is positive. Amber felt that it would allow to go after the person allowing the party and be much more effective than the underage getting busted, it is good to be proactive.

5. Lynette Forbes-Cardey, Grant Coordinator
6. Jamie Root-Larsen, Media Consultant
   a. Update
      i. Positive Jags — working on this logo as well as working on posters.
      ii. Pens — will be ordering more pens and asked the committee for their preference on two different styles. Committees can talk about what additional items we should purchase.

   NEXT MEETING DATE:
   MONDAY, JANUARY 8TH @ 3:00 PM
   HINCKLEY-FINLAYSON HIGH SCHOOL, HINCKLEY

Meeting adjourned at 4:05 pm. Minutes prepared by Janet Schumacher. \PCCHC\Minutes\2017\December 11 min.doc
Uniting to Combat Sex Trafficking

Pine County North STARS in collaboration with Grand Casino Hinckley has scheduled a day long symposium related to sex trafficking and sexually exploited youth. The target audience includes Law Enforcement, Child Protection, Mental health, Judicial (judges, Guardian at Litems, probation, and juvenile attorneys), school counselors, hotel security, advocates and other county employees. We have identified that if we want successful outcomes for our youth we need to combine our efforts among our disciplines. Slated speakers are Judge Robyn Millenacker (Ramsey County district court), Amanda Gopal (Mental Health Practitioner), Rebecca Charleston (Survivor), Michael Dieter (Mille Lacs Band Tribal Police) and Duluth Police Department. We will also have service providers on site for additional resource delivery.

Date: January 10, 2018

Time: 8:30am - 4:30 pm

Location: Grand Casino Hinckley Ball Room

Sign up:

https://www.eventbrite.com/o/pine-county-north-stars-15925135038
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda ☐ Regular Agenda 5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

☐ Personnel Committee
☐ Other ____________

Agenda Item: November, 2017 Cash Balance

Department: Auditor-Treasurer

Background information on Item:

Action Requested:

Financial Impact:
## Pine County

### Treasurer's Cash Trial Balance

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**Health & Human Services**

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**Health & Human Services**

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**Health & Human Services**

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<td>5,263.41</td>
</tr>
<tr>
<td>Fund Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38: Building Fund</td>
<td></td>
<td>66,082.38</td>
<td>681.60</td>
<td>89,663.88</td>
</tr>
<tr>
<td>Receipts</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disbursements</td>
<td>30,291.35</td>
<td>86,239.05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journal Entries</td>
<td>30,972.95</td>
<td>23,581.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund Total</td>
<td>30,972.95</td>
<td></td>
<td></td>
<td>89,663.88</td>
</tr>
<tr>
<td>39: 2015A G.O. Jail Bonds</td>
<td>1,115,463.94</td>
<td>10,719.75</td>
<td>10,719.75</td>
<td></td>
</tr>
<tr>
<td>Receipts</td>
<td>0.00</td>
<td>1,108,175.00</td>
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<td></td>
</tr>
<tr>
<td>Disbursements</td>
<td>478,082.03</td>
<td>1,168,993.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journal Entries</td>
<td>488,801.78</td>
<td>71,538.56</td>
<td></td>
<td>1,187,002.50</td>
</tr>
<tr>
<td>Fund Total</td>
<td>488,801.78</td>
<td></td>
<td></td>
<td>1,187,002.50</td>
</tr>
</tbody>
</table>

Copyright 2010-2017 Integrated Financial Systems
### Pine County

**TREASURER'S CASH TRIAL BALANCE**

As of 11/2017

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>This Month</th>
<th>YTD</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>2017 A.G.O. CIP Bonds</td>
<td>0.00</td>
<td>73,448.24-</td>
<td>73,799.29-</td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td>73,448.24-</td>
<td>73,799.29-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Journal Entries</td>
<td>27,833.61-</td>
<td>40,146.04-</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Fund Total . . . .</strong></td>
<td>101,281.85-</td>
<td>113,945.33-</td>
<td>113,945.33-</td>
</tr>
<tr>
<td>43</td>
<td>Equipment Fund</td>
<td>119,708.48</td>
<td>913.97</td>
<td>119,614.85</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td>913.97</td>
<td>913.97</td>
<td>913.97</td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td>0.00</td>
<td>285,232.20-</td>
<td>285,232.20-</td>
</tr>
<tr>
<td></td>
<td>Journal Entries</td>
<td>40,253.25</td>
<td>98,887.18</td>
<td>98,887.18</td>
</tr>
<tr>
<td></td>
<td><strong>Fund Total . . . .</strong></td>
<td>151,167.22</td>
<td>185,431.05-</td>
<td>65,722.57-</td>
</tr>
<tr>
<td>76</td>
<td>Group Health Ins Fund 5/1/95 (Gen)</td>
<td>426,206.21-</td>
<td>298,021.87</td>
<td>3,475,758.40</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td>298,021.87</td>
<td>3,475,758.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td>228,005.88-</td>
<td>3,759,251.32-</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Journal Entries</td>
<td>5,139.40</td>
<td>56,921.67</td>
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</tr>
<tr>
<td></td>
<td><strong>Fund Total . . . .</strong></td>
<td>75,155.39</td>
<td>225,571.25-</td>
<td>652,776.46-</td>
</tr>
<tr>
<td>80</td>
<td>County Collections Agency Fund</td>
<td>21,888.39</td>
<td>24,012.46</td>
<td>599,709.96</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td>24,012.46</td>
<td>599,709.96</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td>10,221.00-</td>
<td>586,843.44-</td>
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<tr>
<td></td>
<td>Journal Entries</td>
<td>0.00</td>
<td>200.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Fund Total . . . .</strong></td>
<td>13,791.46</td>
<td>13,067.01</td>
<td>34,955.40</td>
</tr>
</tbody>
</table>

Copyright 2010–2017 Integrated Financial Systems
# Pine County

## Treasurer's Cash Trial Balance

### As of 11/2017

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>This Month</th>
<th>YTD</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>82 Taxes And Penalties Agency Fund</td>
<td>862,847.84</td>
<td>1,601,071.97</td>
<td>37,859,386.15</td>
<td>171,110.96</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Journal Entries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>84 East Central Drug Task Force Agency Fund</td>
<td>88,130.34</td>
<td>30,462.81</td>
<td>288,902.52</td>
<td>121,271.14</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>89 H &amp; Hs Collections Agency Fund</td>
<td>162.78</td>
<td>110,321.61</td>
<td>980,869.76</td>
<td>4,443.11</td>
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<tr>
<td></td>
<td>Receipts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Funds</td>
<td>10,658,711.09</td>
<td>3,979,671.66</td>
<td>66,521,518.64</td>
<td>12,186,783.12</td>
</tr>
<tr>
<td></td>
<td>Receipts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disbursements</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Copyright 2010-2017 Integrated Financial Systems
<table>
<thead>
<tr>
<th>FUND</th>
<th>November 30, 2016 BALANCE</th>
<th>November 30, 2017 BALANCE</th>
<th>DIFFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - GENERAL</td>
<td>5,225,077.12</td>
<td>5,490,799.12</td>
<td>265,722.00</td>
</tr>
<tr>
<td>12 - H&amp;HS</td>
<td>1,238,113.00</td>
<td>1,584,770.17</td>
<td>346,657.17</td>
</tr>
<tr>
<td>13 - ROAD &amp; BRIDGE</td>
<td>774,398.28</td>
<td>1,332,905.87</td>
<td>558,507.59</td>
</tr>
<tr>
<td>22 - LAND</td>
<td>2,107,351.96</td>
<td>1,948,358.05</td>
<td>(158,993.91)</td>
</tr>
<tr>
<td>TOTAL (incl non-major funds)</td>
<td>$11,115,027.06</td>
<td>$12,186,783.12</td>
<td>1,071,756.06</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ 5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

☐ Personnel Committee
☐ Other

Agenda Item: Application for Local-Option Disaster Abatement

Department: Auditor-Treasurer

Department Head signature

Background information on Item:
Gregory & Dawn Anderson, 18129 County Rd 41, Willow River, PID 05.0021.000, pay 2017

Action Requested:

Financial Impact:
Application for Local-Option Disaster Abatements and Credits

IMPORTANT: Application for property that is NOT located in a declared disaster or emergency area

If your property has been damaged or destroyed by a natural disaster, arson, or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, the amount of damage sustained, the number of months the structure is unusable or uninhabitable, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

Abatement # AB17-17
For Taxes Levied in 2012
And Payable in 2017

County of: PINE

Applicant Information. Please type or print.

Name: Gregory & Dawn Anderson
Mailing Address (must equal address)
19129 County Rd 41
Willow River, MN 55795
Telephone (work)

Social Security number: On file
City:
State:
Zip:

Property ID. or Prior number (found on your property tax statement)
05-0001-000
School District number:

Date you left property:
9/30/17

Address of damaged property (if different than mailing address)

Legal description of property (found on your property tax statement)
Section 4, Township 9N, Range 84E

Is the property homesteaded?
X Yes  □ No

Is the property located in a county designated as a disaster or emergency area?
□ Yes  X No

How many months was the property unable to be occupied or used?

Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)

House destroyed by fire.

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature: ______
Date: 11/30/17
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☑ Consent Agenda
☐ Regular Agenda
☐ Personnel Committee
☐ Other

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Background information on Item:
Application for Exempt Permit from Minnesota Climbers Association to conduct Minnesota lawful gambling on January 6, 2018 at the Audubon Center of the North Woods, 54165 Audubon Dr, Sandstone, MN (Dell Grove Twp).

Action Requested:

Financial Impact:
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: MINNESOTA NUMBERS ASSOCIATION
Previous Gambling Permit Number:
Minnesota Tax ID Number, if any: 41-2011758
Federal Employer ID Number (FEIN), if any: 41-2011758

Mailing Address: 2118 19th Ave NE #1
City: MINNEAPOLIS State: MN Zip: 55418 County: HENNEPIN

Name of Chief Executive Officer (CEO): JAMES LOVEJOY
CEO Daytime Phone: 218-394-7800 CEO Email: LOVEJOY.JAMES@GMAIL.COM

Email permit to (if other than the CEO): lnmj13@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
(Do NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
☒ A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): AUDUBON CENTER OF THE NORTH WOODS

Physical Address (do not use P.O. box): 54165 AUDUBON P.O. BOX SAMSTON, MN 55072

Check one:
☐ City: __________________________ Zip: 55072 County: PINE
☐ Township: DELL CROWE Zip: 55072 County: PINE

Date(s) of activity (for raffles, indicate the date of the drawing): 1-26-18

Check each type of gambling activity that your organization will conduct:
☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards
☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: $3200)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.
LG220 Application for Exempt Permit

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (Required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL**

<table>
<thead>
<tr>
<th>for a gambling premises located within city limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ The application is acknowledged with no waiting period.</td>
</tr>
<tr>
<td>☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</td>
</tr>
<tr>
<td>☐ The application is denied.</td>
</tr>
</tbody>
</table>

Print City Name:  
Signature of City Personnel:  

Title:  
Date:  

**COUNTY APPROVAL**

<table>
<thead>
<tr>
<th>for a gambling premises located in a township</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ The application is acknowledged with no waiting period.</td>
</tr>
<tr>
<td>☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</td>
</tr>
<tr>
<td>☐ The application is denied.</td>
</tr>
</tbody>
</table>

Print County Name:  
Signature of County Personnel:  

Title:  
Date:  

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name:  
Signature of Township Officer:  

Title:  
Date:  

---

**CHIEF EXECUTIVE OFFICER’S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer’s Signature:  
Date: 12/11/17

Print Name:  
James Loveridge

---

**REQUIREMENTS**

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

---

**MAIL APPLICATION AND ATTACHMENTS**

Mail application with:
- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150. Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

---

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e., large print, braille) upon request.

An equal opportunity employer
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ________________

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Background information on Item:

Application for Exempt Permit from Pheasants Forever - East Central Spurs 624 to conduct Minnesota lawful gambling on February 17, 2018 at Floppy Crappie, Lake Side Pub, 10762 Lakeview Shore Drive, Pine City, MN (Pokegama Twp).

Action Requested:

Financial Impact:
An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

<table>
<thead>
<tr>
<th>Organization</th>
<th>Previous Gambling Permit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peace of Mind</td>
<td>X-05826</td>
</tr>
</tbody>
</table>

**Mailing Address:**
39445 E River Way
Pine City, MN 55063

**Name of Chief Executive Officer (CEO):**
Brian Sim

**Daytime Phone:**
651-485-2910

**Email:**
сим@anese.gmail.com

**Type of Nonprofit Organization (check one):**
- Fraternal
- Religious
- Veterans
- Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**
- A current calendar year Certificate of Good Standing
- IRS income tax exemption (501(c)) letter in your organization’s name
- IRS – Affiliate of national, statewide, or international parent nonprofit organization (charter)

**Name of premises where the gambling event will be conducted** (for raffles, list the site where the drawing will take place):
Floppy Crappie, Lake Side Pub

**Physical Address (do not use P.O. box):**
10702 Lakeview Shore Dr.

**Check one:**
- City: 
- Zip: 
- County:
- Township: Pine City
- Zip: 55063
- County: Pine City

**Date(s) of activity (for raffles, indicate the date of the drawing):**
2-17-18

Check each type of gambling activity that your organization will conduct:
- Bingo
- Paddlewheels
- Pull-Tabs
- Tipboards

Raffle (total value of raffle prizes awarded for the calendar year, including this raffle): $25,000

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under List of Licensees, or call 651-539-1900.
LG220 Application for Exempt Permit

CITY APPROVAL
for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
☐ The application is denied.

Print City Name: ________________________________________________
Signature of City Personnel: _______________________________________
Title: ___________________________ Date: __________________________

COUNTY APPROVAL
for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.
☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
☐ The application is denied.

Print County Name: ______________________________________________
Signature of County Personnel: _____________________________________
Title: ___________________________ Date: __________________________

TOWNSHIP (If required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: ______________________________________________
Signature of Township Officer: _______________________________________
Title: ___________________________ Date: __________________________

The city or county must sign before submitting application to the Gambling Control Board.

Chief Executive Officer’s Signature: ______________________ Date: __________
(Signature must be CEO’s signature; designee may not sign)
Print Name: __________________

Complete a separate application for:
• all gambling conducted on two or more consecutive days, or
• all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer’s Signature: ______________________ Date: __________
Print Name: __________________

Mail application with:
• a copy of your proof of nonprofit status, and
• application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is $100; otherwise the fee is $150. Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization’s qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization’s name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization’s name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ________

Agenda Item: Application to Conduct Excluded Bingo

Department: Auditor-Treasureer

Department Head signature

Background information on Item:

Application to Conduct Excluded Bingo from Pine City Area Chamber of Commerce to conduct Minnesota lawful gambling on February 9, 2018 at the Pine City Country Club, 10413 Golf Course Rd SW, Pine City, MN (Pine City Twp).

Action Requested:

Financial Impact:
LG240B Application to Conduct Excluded Bingo

ORGANIZATION INFORMATION

Organization Name: Pine City Area Chamber of Commerce
Previous Gambling Permit Number: XB-35773-17-006

Minnesota Tax ID Number, if any: 8774537
Federal Employer ID Number (FEIN), if any: 41-1254712

Mailing Address: 315 Main Street South
City: Pine City State: MN Zip: 55063 County: Pine

Name of Chief Executive Officer (CEO): Rebecca Schueller
CEO Daytime Phone: 320-322-4040 CEO Email: pinecitychamber@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Type of Nonprofit Organization (check one):

☐ Fraternal
☐ Religious
☐ Veterans
☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(Do not attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ Current calendar year Certificate of Good Standing
  Don’t have a copy? This certificate must be obtained each year from:
  MN Secretary of State, Business Services Division
  60 Empire Drive, Suite 100
  St. Paul, MN 55103
  Secretary of State website, phone numbers:
  www.sos.state.mn.us
  651-296-2803, or toll free 1-877-551-6767

☐ Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization’s name
  Don’t have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)
  If your organization falls under a parent organization, attach copies of both of the following:
  1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
  2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED Bingo ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☐ No
If yes, list the dates when bingo was conducted: Thursday, June 22, 2017

The proposed bingo event will be:

☐ one of four or fewer bingo events held this year. Dates: 7/9/2018
-OR-
☐ conducted on up to 12 consecutive days in connection with a:
  ☐ county fair Dates: ______________
  ☐ civic celebration Dates: ______________
  ☐ Minnesota State Fair Dates: ______________

Person in charge of bingo event: Rebecca Schueller Daytime Phone: 320-322-4040
Name of premises where bingo will be conducted: Pine City Country Club
Premises street address: 10413 Golf Course Rd SW
City: Pine City If township, township name: Pine City Township County: Pine
**LG240B Application to Conduct Excluded Bingo**

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT** (required before submitting application to the Minnesota Gambling Control Board)

<table>
<thead>
<tr>
<th>CITY APPROVAL</th>
<th>COUNTY APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>for a gambling premises located within city limits</strong></td>
<td><strong>for a gambling premises located in a township</strong></td>
</tr>
<tr>
<td>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city’s jurisdiction.</td>
<td>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county’s jurisdiction.</td>
</tr>
<tr>
<td>Print City Name:</td>
<td>Print County Name:</td>
</tr>
<tr>
<td>Signature of City Personnel:</td>
<td>Signature of County Personnel:</td>
</tr>
<tr>
<td><strong>Title:</strong> Date:</td>
<td><strong>Title:</strong> Date:</td>
</tr>
</tbody>
</table>

![The city or county must sign before submitting application to the Gambling Control Board.]

**CHIEF EXECUTIVE OFFICER’S SIGNATURE** (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer’s Signature: **Rebecca J. Schueller**

(Signature must be CEO’s signature; designee may not sign)

Print Name: **Rebecca J. Schueller**

**MAIL OR FAX APPLICATION & ATTACHMENTS**

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES tab, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization’s qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization’s qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization’s name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization’s name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer
Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Information for Organizations Exempt Under Sections Other Than 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Contributions to you are not deductible by donors under section 170(c)(2) of the Code.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Information for Organizations Exempt Under Sections Other Than 501(c)(3)

Letter 948 (DO/CG)
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Personnel Committee
☐ Other

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Approval of licenses

Department: Auditor

Background information on Item:
Approval of Tobacco Licenses for 2018 (attached list)

Approval of Temp Liquor License for event on 1-6-18

All licenses subject to PCSO, County Board, and State of Minnesota approval

Action Requested:

Financial Impact:
2018 Tobacco Vendors List

Bear’s Den
Beroun Crossing Market
Casey’s General Store #3445
Casey’s General Store #3520
Chengwatana Country Club
Chris’ Food Center Pine City
Chris’ Food Center Sandstone
Crossroads Convenience Store
Daggett’s Super Valu
Dave’s Oil Corp
Denham Run Bar & Grill
Duquette General Store
Family Dollar Store
Family Dollar Store-Sandstone
Finlayson Municipal Liquor Store
Frogs (Tadpoles)
Heidelberger’s Rock Creek Motor Stop
Hinckley Firehouse Liquor
Holiday Station stores #6, 226, and 258 (3)
Indigo Moon
Kurt’s Station
Kwik Trip
Main Street Grocery
Minit Mart (2)
Murphy’s
Nickerson Bar & Motel, Inc
Off the Road Bar & Grill
Petry’s Bait Company
Pine City Tobacco
Quarry Store
Rich’s Bar
Rocking K Lazy E Banning Junction Lounge
Rocking K Lazy E Convenience Store
Sandstone Petro Plus
Side Tracked
Slim’s Service, Inc.
Squirrel Cage
Super Smokes
SuperAmerica #4500
Thriftee Troll
Tobies Station, Inc
Wal-Mart Supercenter #2367
West Beroun Liquors
**APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

<table>
<thead>
<tr>
<th>Name of organization</th>
<th>Date organized</th>
<th>Tax exempt number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minnesota Climbers Association</td>
<td>June 2002</td>
<td>41-2011758</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>2118 19th Ave NE #1</td>
<td>Minneapolis</td>
<td>Minnesota</td>
<td>55418</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of person making application</th>
<th>Business phone</th>
<th>Home phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynn Larson</td>
<td>651-208-6318</td>
<td></td>
</tr>
</tbody>
</table>

**Dates of event**

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1-6-18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization officer's name</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lynn Larson</td>
<td>Minneapolis</td>
<td>Minnesota</td>
<td>55418</td>
</tr>
</tbody>
</table>

**Type of organization**

- Club
- Charitable
- Religious
- Other non-profit

**Location where permit will be used**

Audubon Center of the Northwoods
54165 Audubon Dr PO Box 530
Sandstone, MN 55072-2200

If the applicant will contract for intoxicating liquor service, please provide the name and address of the liquor license providing the service:

Evanston Ins. Co 3DS5455-M1605453

**APPROVAL**

<table>
<thead>
<tr>
<th>County approving the license</th>
<th>Date Approved</th>
<th>Permit Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine</td>
<td>1-6-2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fee Amount</th>
<th>Date Fee Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

**Clerks Notice** Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL. APPLICATION ONLY. PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US
AGENDA REQUEST FORM

Date of Meeting: December 19th, 2017

☑ County Board
☑ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Donations to Pine County Sheriffs Office for Shop with a Cop Program

Department: Pine County Sheriff's Office

Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Pine County Sheriff's Office for the Shop with a Cop Program.

Financial Impact:

Donations for the Shop with a Cop Program are not supplemented with any department funding.

Background information on Item:

The Pine County Sheriff's Office received multiple donations totalling $800 for the Shop with a Cop Program.
AGENDA REQUEST FORM

Date of Meeting: 12-19-17

☐ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ 5 mins
☐ 10 mins
☐ 15 mins
☐ Other

☐ Personnel Committee
☐ Other

Agenda Item: Law enforcement contract with Pine City

Department: Sheriff

Background information on Item:

The Sheriff’s office provides law enforcement services for Pine City on a contract basis. Updated LE contract with Pine City for 3 years- 2018, 2019 and 2020. Provides for coverage for 10 hours per day.

Action Requested:

Approve and sign

Financial Impact:

PINE COUNTY
and
CITY OF PINE CITY
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into this _____ day of
____________, 2017, by the Pine County Sheriff (hereinafter referred to as the ”Sheriff”) and the
County of Pine, a Minnesota political subdivision (hereinafter the Sheriff and County of Pine are
collectively referred to as the “County”); and the City of Pine City, a Minnesota municipal
corporation (hereinafter referred to as the “City”). The Sheriff, County of Pine and the City are
collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the City is in need of and is desirous of contracting with the County to provide law
enforcement services within the City boundaries, said services to be performed by the County Sheriff’s
Office; and

WHEREAS, the County is agreeable to providing additional law enforcement service within
the City boundaries, beyond that which is customarily and regularly provided to the City, and the County
Board approves the allocation of additional deputies to the City; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota
Statutes Sections 412.221, subd. 2, 471.59, and 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, it is agreed as follows:

1) Scope of Services to be provided. The County by and through the Sheriff agrees to
provide law enforcement services for the City, within the corporate limits of the City, from January
1, 2018 through December 31, 2020 and assign such personnel as it deems necessary to provide
said law enforcement services. Law enforcement services shall include, but are not limited to, the
following:

• Routine patrolling within the and throughout the City limits by a deputy sheriff in a
marked squad car, with random patrolling of residential areas, businesses, institutions, parks, and other public property;

• Interaction and communication with residents, visitors and commercial communities within the City including community oriented policing and crime prevention programs;

• Traffic enforcement, including the regular use of radar or laser as a speed deterrent;

• Dispatching and other necessary communication services;

• Criminal investigations of all state statute and City ordinance violations occurring within the City including the preparation of written reports;

• Respond and supply support and assistance to other public service agencies such as the ambulance and fire departments and other emergencies and calls for law enforcement services;

• Conduct background checks for the purposes of the issuance of liquor, tobacco and transient merchant/peddler's licenses and to provide license enforcement services as required under applicable state law and City ordinances;

• Special event traffic patrol and patrol services for community festivals or other public events as requested by the City in accordance in Section 7 of this agreement;

• Attendance at public safety or City Council meetings as requested by the City; and

• Such other law enforcement functions and services as may be requested by the City and which encompass the duties and functions of the type customarily performed by a Sheriff's department; and

• The County Sheriff's Office shall enforce and investigate all violations of State law and ordinance violations, except those primarily regulatory ordinance enforcement issues such as zoning code violations that the City compliance officer is investigating and has not otherwise requested a criminal investigation.
The scope of services to be performed by the County by and through the Sheriff’s Office as described above are hereinafter collectively referred to as the “law enforcement services.”

The hours per day contracted for law enforcement services are specified below in this Agreement. The hours per day contracted for to provide the law enforcement services to the City includes incidental time spent by the deputy performing duties outside the City, including but not limited to, responding when necessary to calls, emergencies, assisting other deputies, or administrative duties at the Sheriff’s Office such as report writing or interviewing related to the law enforcement services for the City. Up to 15 minutes of travel time between the Sheriff’s Office before and after each shift shall also be included in the contracted hours. If the travel time exceeds 15 minutes each way the contracted for hours shall be reduced by the excess travel time.

The law enforcement services provided by the County Sheriff’s Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff’s Office, but also include the enhanced additional services provided above and as required by this Agreement within contracted hours.

2) Administrative Responsibility. All decisions concerning the implementation and performance of law enforcement services, including the disciplining of deputies, the control of the deputy assigned to the City and to all other matters incident to the performance of such services shall remain with the Sheriff’s Office. The County Sheriff shall make reasonable efforts to consider the City Council’s wishes in assigning a particular deputy to the City or transferring a particular deputy from the City if requested by the City. However, the City understands that a deputy has the choice of assignment depending on seniority pursuant to the labor agreement with the County, and that deputies may exercise their rights to either be assigned to a particular city or to transfer from a city assignment to County patrol or be promoted to a different position. It is expressly understood that the County is an independent contractor. The Sheriff shall have control over the
manner in which the law enforcement services are performed under this Agreement. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide the law enforcement services, except as otherwise provided in this Agreement.

3) **City’s Responsibilities.** In order to provide satisfactory law enforcement services to the City, the County Sheriff’s Office shall have the full and complete cooperation from the City and its officials, agents and employees.

4) **Information to be provided to the City.** The County Sheriff’s Office shall supply the City on the 15th day of each month (or on a different frequency if the parties agree) with reports, records, and information so that the City can understand the nature of the investigations or calls the deputy assigned to the City is performing each day, the periods of time the deputy is called out of the City to assist other deputies in other areas, and the activity of all patrol deputies in the County that may have assisted the assigned City deputy. The format and title of this information commonly referred to as a daily deputy log, officer activity report, and daily blotter, will be determined by the Sheriff. The Sheriff will only disclose public data pursuant to Minnesota Statutes section 13.82 or other applicable law.

If requested by the City, the information shall also include the status of investigations; whether particular enforcement matters have been referred for prosecution; reasons for not pursuing further investigation. If the City would like information about a case that has been referred to the County Attorney’s Office for prosecution, the City may contact the County Attorney’s Office directly to request this information.

5) **Dispute Resolution.** The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City Administrator and the Sheriff shall
attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing to the Sheriff. When concerns have been presented to the Sheriff in writing and in accordance with this paragraph the response from the Sheriff shall be in writing. The Parties agree that written communications will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns. The deputy assigned to the City shall attend City Council meetings, as requested by the City Administrator, for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about the information provided by the Sheriff required by Paragraph 4, the City Administrator shall address those concerns in writing to the Sheriff.

6) Failure to abide by terms. In the event that a Party to this Agreement fails to fulfill its duties or obligations as set forth herein (a "default") the non-defaulting Party shall give written notice of the default to the defaulting Party. The notice of default shall set forth with particularity the issues, conduct, performance or other problem that constitutes the default. The defaulting Party shall have sixty days within which to cure the default. If the default is not cured within the time allowed, the Parties agree to submit their dispute to voluntary mediation. If mediation does not resolve the dispute, the Parties may mutually agree in writing to submit the dispute to binding arbitration. If the City should prevail in arbitration, the City may terminate this Agreement by providing the County with 60 days written notice of termination. The costs of arbitration should be shared equally between the City and County. Notwithstanding the foregoing, in the event of an unresolved dispute or default, either Party may exercise all of its rights as are otherwise available at law or in equity.

7) Payment for and Hours of Law Enforcement Services. The City has requested and the County Sheriff’s Office has agreed to provide ten (10) hours per day, seven days per week, of
law enforcement services to the City during the term of this Agreement.

In consideration for the law enforcement services being provided by the County Sheriffs Office to the City for the term of January 1, 2018 through December 31, 2018, the City shall pay to the County the sum of $50.88 per hour or $185,712.00 for calendar year 2018. Said annual amount for 2018 shall be payable by the City in twelve equal monthly installments of $15,476.00. Installments shall be due and paid by the City on or before the 15th day of each month, beginning January 15, 2018 and shall continue monthly thereafter during the 2018 term. The annual amount is based on the multiplication of this Agreement's above stated hourly rate for law enforcement services, the above stated contracted hours per day of law enforcement services, and 365 days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2019 through December 31, 2019, the City shall pay to the County the sum of $53.42 per hour or $194,983.00 for calendar year 2019. Said annual amount for 2019 shall be payable by the City in twelve equal monthly installments of $16,248.58. Installments shall be due and paid by the City on or before the 15th day of each month, beginning January 15, 2019 and shall continue monthly thereafter during the 2019 term. The annual amount is based on the multiplication of this Agreement's above stated hourly rate for law enforcement services, the above stated contracted hours per day of law enforcement services, and 365 days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2020 through December 31, 2020, the City shall pay to the County the sum of $56.09 per hour or $204,729.00 for calendar year 2020. Said annual amount for 2020 shall be payable by the City in twelve equal monthly installments of $17,060.75. Installments shall be due and paid by the City on or before the 15th day of each month, beginning January 15, 2020 and shall continue monthly thereafter during the 2020 term. The annual amount is based on the multiplication of this Agreement's above stated hourly rate for law enforcement services.
servicers, the above stated contracted hours per day of law enforcement services, and 365 days per year.

The hours per day that the deputy shall provide law enforcement services to the City shall be ten (10) hours per day, seven (7) days per week.

If, in the judgment of the City and/or the County Sheriff’s Office, it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be hired by the Sheriff and supervised as with other County Sheriff’s Office employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate set for the year in which the services are provided.

8) **Term of this Agreement; Renewal.** The term of this Agreement shall be from January 1, 2018 through December 31, 2020, unless earlier terminated by operation of law or pursuant to the terms of this Agreement.

The County Sheriff’s Office shall notify the City by July 1, 2020 of the hourly rate for the deputy for the following year. If the County Sheriff’s Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular city council meeting in July of each year or at the next meeting if there is a scheduling conflict. Any changes or modifications with respect to this Agreement shall be agreed to by the Parties no later than September 15th of each year. If either Party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other Party no later than September 15th of
each year so that the other Party may have sufficient time to revise its budget to reflect this change for the following year.

The Parties may also voluntarily terminate this Agreement at any time by mutual agreement upon providing 180 days written notice to the other party.

In the event of termination, the City shall only be responsible to pay for the law enforcement services satisfactorily performed by the County to the effective date of termination.

9) **Employees of the County.** All County Sheriff’s Office employees performing services for the City pursuant to this Agreement are employees of the County, therefore, all obligations with regard to wages, workers' compensation, PERA, withholding tax, insurance and similar benefits or other compensation and expenses not included in this Agreement shall be the obligation of the County. The City shall not be required to assume any liability of employment for any County employee, including, but not limited to, for injuries or sickness arising out of their employment hereunder. The County agrees to indemnify, defend and hold the City harmless from any such claims.

10) **Indemnification.** To the fullest extent permitted by law, the County agrees to defend, indemnify and hold harmless the City, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the County’s negligence or the County’s performance or failure to perform its obligations under this Agreement, except as set forth below. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising
out of the City’s negligence or the City’s performance or failure to perform its obligations under this Agreement. The City agrees this indemnity obligation shall survive the completion or termination of this Agreement.

The City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the City’s ordinances.

During the term of this Agreement, the County will maintain, at its cost and expense, policies of commercial general liability insurance and automobile liability insurance covering the employees and the law enforcement services identified in this Agreement and will name the City as an additional insured under said policies. The policies shall be in an amount covering the City’s maximum to tort liability under the Minnesota Tort Claims Act, Minn. Stat. § 466.04. The County agrees to provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The County’s policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the County’s performance under this Agreement.

11) **Fine and Forfeiture Revenues.** All fines collected by the courts, the County or the City for violations that occurred in the City shall be disbursed according to state statute. All proceeds recovered from the sale of forfeited property from a violation that occurred in the City shall be disbursed according to state statute.

12) **General Provisions.**

A. **Voluntary and Knowing Action.** The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described
in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

D. Assignment. The City may not assign this Agreement to any other person unless written consent is obtained from the County.

E. Amendments. Any modification or amendment to this Agreement shall require a written Agreement signed by the Parties.

F. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the County shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Pine County, Minnesota.

H. Government Data/Privacy. The Parties agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statues, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Parties understands that all of the data created, collected, received, stored, used, maintained or disseminated by
the Parties in performing those functions that the City would perform is subject to
the requirements of Chapter 13.

I. **Waiver.** The waiver by any Party of any breach or failure to comply with any
provision of this Agreement by another Party shall not be construed as, or constitute
a continuing waiver of such provision or a waiver of any other breach of or failure
to comply with any other provision of this Agreement.

J. **Notices.** All notices and other communications pursuant to this Agreement must be
in writing and must be given by registered or certified mail, postage prepaid, or
delivered by hand at the addresses set forth below:

Notice to County/Sheriff:

County Sheriff
Pine County Sheriff's Office
635 Northridge Drive NW, Suite 100
Pine City, MN 55063

Notice to City:

City Administrator
City of Pine City
315 Main Street S., Ste 100
Pine City, MN 55063

K. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law,
invalid, or unenforceable, the remainder of the Agreement will remain in full force
and effect.

L. **Counterparts.** This Agreement may be signed in counterparts, each of which shall
be deemed an original, and which taken together shall be deemed to be one and the
same document.
M. **Effective Date.** This Agreement is effective on the date last executed by one of the Parties below.
IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Administrator, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

COUNTY OF PINE

By:

Pine County Sheriff

By:

Chairman of the Pine County Board of Commissioners

CITY OF PINE CITY

By:

Mayor of Pine City

By:

City Administrator / Clerk

Approved as to form and execution

Dated: __________

Pine County Attorney
AGENDA REQUEST FORM

Date of Meeting: December 19th, 2017

☑ County Board
☑ Consent Agenda
☐ Regular Agenda

☐ 5 mins
☐ 10 mins
☐ 15 mins
☐ Other

☐ Personnel Committee
☐ Other

Agenda Item: 2018-19 Snowmobile Safety Enforcement Grant Program

Department: Pine County Sheriff’s Office

Background information on Item:
The 2018-19 Snowmobile Safety Enforcement Grant is a biennium grant used for enforcement, education, equipment and maintenance.

Action Requested:
The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2018-19 Snowmobile Safety Enforcement Grant.

Financial Impact:
$5,597 is granted for each fiscal year, totalling $11,194.00 for the grant period.

This grant does not require matching funds.
This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Pine County Sheriff's Office, 635 Northridge Drive NW #100, Pine City, MN 55063 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026 and Laws of Minnesota 2017, Chapter 93, Section 3, Subdivision 6, the State is empowered to enter into this grant.

2. The State is in need of local government assistance, providing reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee’s Proposed Budget.

3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

November 15, 2017, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.

1.2 Expiration date:

June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.


2 Grantee’s Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible Snowmobile Safety Grant Enforcement activities, including one or more of the following:

- Grantee staff time to participate in Snowmobile Safety activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any related law, rule or regulation is MANDATORY;
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
• Trailers, trailer maintenance and repair (not costs related to towing vehicle repair);
• Helmets and other related protective gear (no standard uniforms or equipment);
• Purchase other equipment dedicated SOLELY to Snowmobile Safety Enforcement work;
• Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State’s Authorized Representative.
• POST on the Grantee’s website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

3 Time
The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment
4.1 Consideration.
The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation
The Grantee will be paid up to $5,597.00 in state fiscal year 2018, for expenses incurred between the effective date of the grant and June 30, 2018, and $5,597.00 in fiscal year 2019, for expenses incurred between July 1, 2018, and June 30, 2019, as determined by the grant funding formula.

(b) Total Obligation.
The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed $11,194.00.

4.2 Payment
Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

(a) Invoices for state fiscal year 2018 must be submitted before June 30, 2019. Invoices for state fiscal year 2019 must be submitted before June 30, 2020. Only submit ONE invoice for the total expenses incurred during each state fiscal year.

4.3 Contracting and Bidding Requirements
Per Minn. Stat.§471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

(a) If the amount of the contract is estimated to exceed $100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2)
(b) If the amount of the contract is estimated to exceed $25,000 but not $100,000, the contract may be
made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the
purchase or sale when possible, and without advertising for bids or otherwise complying with the
requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at
least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract
for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best
value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a),
clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be $25,000 or less, the contract may be made either
upon quotation or in the open market, in the discretion of the governing body. If the contract is made
upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept
on file for a period of at least one year after their receipt. Alternatively, municipalities may award a
contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph
(a), clause (2).

(d) Support documentation of the bidding process utilized to contract services must be included in the
grantee’s financial records, including support documentation justifying a single/sole source bid, if
applicable.

(e) For projects that include construction work of $25,000 or more, prevailing wage rules apply per;
Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject
to prevailing wage. These rules require that the wages of laborers and workers should be comparable
to wages paid for similar work in the community as a whole. A prevailing wage form should
accompany these bid submittals.

5 Conditions of Payment
All services provided by the Grantee under this grant contract must be performed to the State’s satisfaction,
as determined at the sole discretion of the State’s Authorized Representative and in accordance with all
applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive
payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local
law.

Eligible reimbursement costs may not exceed $5,597.00 prior to July 1, 2018.

Eligible reimbursement costs may not exceed $5,597.00 prior to July 1, 2019.

6 Authorized Representative
The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of
Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165,
chuck.niska@state.mn.us, or his successor, and has the responsibility to monitor the Grantee’s performance
and the authority to accept the services provided under this grant contract. If the services are satisfactory,
the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee’s Authorized Representative is Denise Baran, Pine County Sheriff's Office, 635 Northridge
Drive NW #100, Pine City, MN 55063. If the Grantee’s Authorized Representative changes at any time
during this grant contract, the Grantee must immediately notify the State.
7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

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

7.3 Waiver

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

7.4 Grant Contract Complete

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

8 Liability

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

9 State Audits

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

10 Government Date Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.
11 Workers Compensation
The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

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

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

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

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

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

14.3 Termination for Insufficient Funding
The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature;
(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State’s receiving that notice.
15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. "16A.15 and 16C.05

Signed: [Signatures]
Date: 11/17/17
SWIFT Contract Number: 134869
Purchase Order Number: 300124860

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signatures]
Title: [Titles]
Date: [Dates]

3. STATE AGENCY

By: ____________________________________________
(with delegated authority)
Title: __________________________________________
Date: [Date]
Distribution:
Agency
Grantee
State's Authorized Representative

FY 17 Grant Agreement for Municipality
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Personnel Committee
☐ Other

Agenda Item: Radification of Agreement between MNCCC and STI for MCAPS Maintenance

Department: County Attorney

Background information on Item:
In 2017, an RFP took place for maintenance of MCAPS, Minnesota County Attorney Practice System. The Pine County Attorney's Office participated in the RFP. STI (Strategic Technologies Inc.) was chosen by the RFP Committee to support MCAPS. At a user group meeting held in October the contract was voted on by the user group and approved. The contract with STI becomes effective January 1, 2018 and will continue through December 31, 2022. We will continue having Docutech as a back up for maintenance for the first quarter of 2018. STI comes to us with very high recommendations from MNCCC and they are the vendor for the probation system throughout the state of Minnesota.

Action Requested:
Approval and signature of Contract Radification

Financial Impact:
Maintenance is paid on a per attorney basis. Page 10 of the contract (attachment A) gives the amount that will be paid on a whole to STI. For the year 2018, support and maintenance per attorney will be $1,357.58, the enhancement fund annual fee is $250.00 per attorney and there is a BETA testing fee of $150.00 per office. The 2018 cost of MCAPS for the Pine County Attorney's Office will be $9,795.48. This is a slight saving from the previous year and there is money in our budget to cover this expense.
BOARD RATIFICATION STATEMENT

The Board of has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2018 through December 31, 2022. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: ___________________________________________
Board Chair

Date: ___________________________________________

Attest: ___________________________________________

Title: ___________________________________________

Date: ___________________________________________
AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE
And
STRATEGIC TECHNOLOGIES INCORPORATED
1/1/2018

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative, organized and doing business under Minnesota’s joint exercise of power statute (MN Stats § 471.59), with principal offices at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and Strategic Technologies Incorporated, a Minnesota corporation with principal offices at 9905 45th Avenue North, Suite 220, Plymouth, MN 55442 ("VENDOR").

WITNESSETH

WHEREAS, MnCCC wishes to retain VENDOR to provide certain professional services and expertise to obtain computer programming and technical assistance for the maintenance and support of MnCCC’s copyrighted, proprietary and confidential computer software system known as the Minnesota County Attorney Practice System™ software ("MCAPS"); and

WHEREAS, VENDOR has and will be expected to render substantial services and expertise hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

VENDOR agrees to provide the computer programming, technical assistance, and related professional services to support and maintain the systems and systems components of MCAPS, in exchange for MnCCC’s payment of certain fees as summarized in Attachment A, which is attached and incorporated by reference.

II. Definition of Included Support Services

The software support fees paid by MnCCC are identified in Attachment A - MCAPS Support Fee Schedule. These fees shall fully compensate VENDOR for the following Services:
A. General MCAPS Support Activities (All MCAPS Users)

1. Track MCAPS support incidents and report out to the County Attorney Executive Committee per the MCAPS Service Level Agreement (SLA) attached and incorporated by reference as Attachment B.

2. Provide supporting documentation for County Attorney Executive Committee meetings (up to 12 times per year) with respect to MCAPS bugs/fixes and open MCAPS Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Research statuses).

3. Provide any MCAPS revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise VENDOR of any requested changes to MCAPS as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support VENDOR in making the changes. Further, these changes will be subject to written work order as described in Section II - E.1.

4. Revisions necessitated by change in underlying MCAPS operating systems.

5. Revisions necessitated by changes in current state reporting requirements (609.11 Report, MCCVS Report, or other reporting tools established in MCAPS (new tools would require an enhancement request)

6. Training. Provide eighty (80) hours of training per year, with up to thirty (30) hours available to rollover from year to year. Preparation of training materials and presentations are included in the eighty (80) hours. Training will include webinars and in person training. Travel for in person training will be billable as defined in Section IV.F. In addition to the eighty (80) hours, VENDOR will also provide up to two-days (16 hours) training including preparation time at the MnCCC Annual Conference and an additional optional one-day User training session at a time and location selected by MnCCC.

7. Preparation work and attendance at MCAPS Executive, Enhancement, Technology, and Standards Committee meetings or other MCAPS Committees as recommended by the MCAPS Executive Committee.

8. Bug fix work in MCAPS or related applications and services for legacy code not originally developed by the VENDOR.

9. System design, prototyping, estimating, meeting time, and project management related to the planning of new enhancements or new system initiatives.

10. Consulting and product management services as needed with other criminal justice partners.

11. Sales Support. VENDOR will support MnCCC in any MCAPS marketing efforts at the direction of MnCCC, including but not limited to conference calls, responding to RFPs/RFIs and software demos. Travel time for such support is not subject to the fee support, and shall be billable to MnCCC at the discounted rates and in the manner identified in Section IV.F.

12. Other activities as approved by the MCAPS Executive Committee.
B. Level 1 Software Support

Logging of, and responding to, email and phone support requests from MCAPS users regarding MCAPS application usage. Each support request is to be logged as to the nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the MCAPS users and escalate more complex issues to Level 2 support.

C. Level 2 Support

Engage with MCAPS users on more complex support issues escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training; by providing alternate approaches to resolving issue; or by documenting the issue more fully so that it can be addressed by Level 3 support as a MCAPS bug or enhancement request. Level 2 support will provide direction to MCAPS users and to Level 3 support in terms of whether or not the MCAPS functionality is working as designed, or appearing to be a code bug that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the MCAPS user will be instructed to submit an enhancement request through the VENDOR's helpdesk.

D. Level 3 Support

Perform MCAPS code analysis, programming, testing and project management related to bugs, as escalated from Level 2 support. Level 3 support for bugs escalated from Level 2 support is included in the fees identified in Attachment A.

Level 3 support will also include the following:

1. Estimating of MCAPS Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Enhancement Requests, with review and sign-off by MnCCC prior to all coding activities.
3. On-going design, development, technical testing and deployment as described in “MCAPS Infrastructure Modernization” Section II – H below.

Additional programming, coding and testing services identified in Section II.D(1) – (3) above will be performed by VENDOR and chargeable to MnCCC if and as approved in a Work Order negotiated and signed by the parties. No additional Level 3 charges will be made without prior authorization by MnCCC.

E. Enhancements

Requirement of Work-Orders: With the exception of provision of pre-priced, fee support and maintenance services as designated as Support, VENDOR shall provide all
professional services hereunder as specified and pre-authorized by MnCCC in a written Work Order, in substantially the form of Attachment C.

1. Written Work Orders shall document the scope and timelines for any Enhancements, and shall contain at a minimum the following:
   a. a maximum cost to MnCCC for the specified work (MnCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so pre-authorized in writing by MnCCC. Additionally, any incremental payments must be specified in the Work Order, and must be related to the accomplishment of specified tasks);
   b. identification of the software version that the Enhancements will be made to;
   c. specifications as to what services are to be performed;
   d. identification of any third party software or freeware needed, along with associated costs;
   e. a description of the work, software code, documentation and other relevant deliverables;
   f. the due date for completion of the services to be provided, including a schedule for development and testing;
   g. identification of two or three users that will provide beta testing of the enhancement and any expectations regarding such beta testing, unless this requirement is expressly waived by the MnCCC Executive Committee or its designee;
   h. a schedule of status reports, if any, of the services being performed and the progress made;
   i. the criteria, process and means that the Enhancements deliverables are to be accepted as complete and satisfactory;
   j. identification of applicable performance milestones and payment terms.
   k. a means for both parties to sign and evidence their binding agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the parties.

2. Types of Work Orders: Work orders shall be either global or participatory. Global work orders are for work on the MCAPS system as a whole, for all users, and for which County Attorney User Group funds shall be used. Participatory work orders are for work performed for one or more specified users and for which the specified users shall be liable for. All Work Orders must be approved in writing by MnCCC prior to initiation of any work by VENDOR. A sample Work Order is attached to this Agreement as Attachment C.

F. Installation Support

For users not able or interested in performing their own MCAPS updates or new release installations, or who do not have another provider, VENDOR will perform the
installations as part of this optional support element. A minimum hourly fee for such installation support services will be charged per installation, and as set forth in Attachment A.

Installation support will be performed by VENDOR via a signed Work Order, and chargeable only to users who choose this option.

G. MCAPS Project Coordinator

The VENDOR will assign a MCAPS Project Coordinator position that will regularly engage in MCAPS project management and will serve as the MCAPS lead contact and liaison.

H. MCAPS Infrastructure Modernization

With the specific activity as agreed to and as pre-approved by MnCCC, VENDOR will work ongoing on the underlying architecture of MCAPS as part of Level 3 support, and in order to remain current with respect to the “code stack” that supports the functional capabilities of MCAPS, and which will take up to 5,000 person hours to complete. The code stack generally refers to, but is not limited to: source code, SQL database, third-party products, security layer, web browser, web server, .NET framework, software and scripting language, web services, integrations with external systems, and other interfaces. In addition to this activity, infrastructure modernization also includes designing and creating new capabilities to support a more automated installation of MCAPS updates and new releases, and on-going technical documentation updates. Technical documentation requirements shall be defined on a regular basis with MnCCC and prioritized along with code update activity. Examples of technical documentation include:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The MCAPS infrastructure modernization fund is to include 5,000 person hours during the term of this Agreement, initially allocated at 1,000 hours for each calendar year, with monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours annually be insufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the reallocation of hours from future years, and/or new hours chargeable at then-current Attachment A time and materials rates.

Should VENDOR fail to provide 1,000 hours in support of MCAPS infrastructure
modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s) for as long as this Agreement remains in force. If a Renewal Term is agreed to by the parties, an additional 3,000 hours shall be added to the MCAPS infrastructure modernization fund, initially allocated at 1,000 hours for each year of the Renewal Term. During the Initial Term of this Agreement or in any Renewal Term of this Agreement, if the balance of hours required for MCAPS Infrastructure support, based on actual activity, is projected to be greater than remaining hours required to support known modernization activities, then hours may be shifted to MCAPS Enhancements, in order to “consume” available hours or pay for Software Support overages. Up to 150 hours of work by the VENDOR may be charged to infrastructure support for hours incurred in the fourth quarter of 2017 in preparation for product management.

MCAPS modernization will be performed by VENDOR only and associated costs are included in the Software Support fees payable this Agreement.

I. Additional Requirements

1. VENDOR must obtain written permission from MnCCC to add any VENDOR or third party plug-ins or code proposed to be incorporated into the MCAPS system. This includes, but is not limited to, any “freeware” or “shareware”, which shall be avoided where possible. Once approved, those plug-ins or third party code will be included, maintained and updated as part of this Agreement, unless a special support addendum is executed and attached to this Agreement. VENDOR shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.

2. For new software development performed after 4/1/2018, VENDOR shall provide current, full and detailed database and application design and programming documentation for all parts of the MCAPS application including third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.

3. VENDOR shall follow the MnCCC source code and documentation policy.

4. VENDOR shall obtain and/or maintaining BCA certification (BCA Vendor Vetting and agreements for access to a CJDN restricted network).

J. Service Level Agreement, Priorities and Escalation — See Attachment B.

K. Virus, Malware, Unapproved and/or Unauthorized Code

1. VENDOR shall retain sole responsibility and liability for delivering all electronic files and other deliverables to MnCCC under this Agreement, free of any Virus, Malware or Unapproved and/or Unauthorized Code. VENDOR warrants and represents that
any data, programs, hardware or firmware provided, or sourced, by VENDOR to MnCCC shall be free, at the time of receipt, of any computer Virus, Malware, Unapproved and/or Unauthorized Code.

2. “Virus, Malware, Unapproved and/or Unauthorized Code” for purpose of this Agreement means any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off, limit or interfere with the full, unrestricted access and use by MnCCC, its user members and other end user licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any unauthorized, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or potentially malicious data into MnCCC and/or member systems or networks.

L. Governing Law; Compliance with Laws

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by VENDOR shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and VENDOR hereby irrevocably consents to the jurisdiction and venue of such courts, and agrees to commence any actions solely in such courts.

The parties shall each abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include VENDOR obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement.

M. Ownership, Proprietary Considerations and Data Security

1. VENDOR agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all documentation pertaining to the MCAPS system design, to avoid pirating or other unauthorized use of MnCCC’s confidential, valuable assets. VENDOR hereby irrevocably assigns to MnCCC and its successors and assigns, and MnCCC shall solely own any MCAPS inventions, discoveries, data, databases, programs, documentation interfaces or other deliverables and work product developed or modified by VENDOR or its personnel providing services under this Agreement.

2. MnCCC and VENDOR agree that all materials and information developed under this Agreement shall become the sole property of MnCCC automatically and irrevocably as of initial creation, per the irrevocable assignment in this Section M.

3. VENDOR agrees to protect the security of and to keep confidential all data.
information and materials received or produced under the provisions of this Agreement, and shall not disclose them to any third parties, or make any internal use thereof, without the prior written consent of MnCCC, as provided in the assignment in this Section M.

4. Procedures and software created by VENDOR pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be included in the assignment identified in Section M.1. above. VENDOR shall not disclose or otherwise make said software available to third parties, or utilize such assets in any other non-related applications without the prior written consent of and written license agreement from MnCCC.

5. VENDOR shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding MCAPS and/or any data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without MnCCC's prior express written authorization. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. VENDOR retains its ownership rights to its proprietary software products, technology, user interface designs, and software libraries and development/utility tools it utilizes to create or support the software developed hereunder. This retained ownership shall in no way alter, prevent or limit MnCCC from exercising its full and sole ownership rights, and the ability to assign, transfer, license or commercialize any of the modifications, enhancements or other work product and deliverables created by VENDOR under this Agreement for MnCCC’s proprietary software products, technology, user interface designs, and software libraries. In order to facilitate such free and unrestricted use, VENDOR grants an irrevocable, perpetual, world-wide, royalty-free, transferable license by MnCCC and its licensees, transferees, successors and assigns to use all of such proprietary/third party software products, technology, user interface designs, and software libraries.

III. Items Not Included

This Agreement does not include support for non-MCAPS issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by VENDOR to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC’s user) to accept or decline the provision by VENDOR or such non-included services in writing and prior to initial performance by VENDOR in each case:

A. Any third party software (fees or support), this does not include a third party code or plug-ins used in the application.
B. Server migrations and server setup.
C. Operating system updates or troubleshooting (Windows servers).
D. Applying application server and/or web server updates.
E. Networking issues internal to county or agency.
F. PC issues or PC troubleshooting.
G. User network remote connection issues.
H. Other support for non-MCAPS applications or county systems.
I. Future third party fees (if any) for what is currently “freeware” embedded within MCAPS.

IV. Billings of Charges and Costs

A. VENDOR shall bill MnCCC for services and costs at the rates set forth in Attachment A.

The minimum fees to be paid to VENDOR for support services for MCAPS support over the term of this Agreement is defined in Attachment A. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

“Calendar quarter” shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. VENDOR shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

B. Invoices pursuant to Section IV—A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.

C. The chargeable hourly rates by VENDOR during the duration of this Agreement for project management, technical work and training personnel shall be as defined in Attachment A.

D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be tracked and reported by VENDOR to MnCCC, which reserves the right to inspect and copy VENDOR’s time records to substantiate charges and costs.

E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. MnCCC shall compensate VENDOR following receipt of VENDOR’s invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MnCCC and according to the specifications set forth in a Work Order and/or otherwise as authorized and specified herein. Charges shall be reimbursed to VENDOR at the agreed upon hourly rate listed in Attachment A, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any
propose travel or other reimbursable expenses will be at actual reasonable costs, as
pre-approved in a Work Order. MnCCC and VENDOR may agree in a Work Order to a
fixed price for providing a service or delivery of a product. Further, MnCCC and VENDOR
may agree to different hourly rates for a specific engagement, if so stated in the
authorizing Work Order. MnCCC shall not be liable for any charges that were not pre-
approved in writing by a Work Order. MnCCC shall reimburse VENDOR within forty-five
(45) days upon receipt of properly documented charges and expenses for services and
deliverables that have been completed and accepted in accordance with the applicable
Work Order. For any work which MnCCC disputes as not being authorized by the Work
Order or incomplete under the standards and conditions as set forth in either this
Agreement or in the Work Order, MnCCC shall be liable to pay only the amounts
pertaining to the work accepted by MnCCC. VENDOR shall continue to perform services
expeditiously, and in a good-faith effort to ensure that all remaining portions are
promptly completed as agreed, until such disputes are resolved and the services and
work product tested and accepted by MnCCC. VENDOR agrees to keep and maintain
accurate, sufficient and complete time records for all work hereunder for at least one
year following the provision of such services, and to provide such records to MnCCC at
no charge upon request.

F. For non-fixed fee services pre-authorized and performed pursuant to this
Agreement, VENDOR is authorized to bill for time incurred in actual travel and at the
discounted rates identified in Attachment A, and for all reasonable transportation
and overnight travel expenses. Automobile mileage shall be billable per the
then-current US General Services Administrative Schedule.

G. Non-payment and remedies of VENDOR: In the event that MnCCC does not pay
VENDOR within sixty (60) days of the date of the invoice (other than any portion
disputed in good faith), VENDOR shall have the option to terminate this Agreement upon at least ninety (90) days' written notice thereof.

H. Right to Withhold Payment.
   a. MnCCC may withhold payment of the whole or part of any amount due to or
   claimed by Vendor to such extent as may be necessary to protect MnCCC from
   loss on account of:
      a. defective work not remedied or guarantees not met;
      b. failure of Vendor to complete any part of its work in accordance with any
         permit, binding agreement or completion schedules established in or made a
         part of this Contract;
      c. claims filed or reasonable evidence indicating probable filing of claims;
         and/or
      d. damage to another Contractor.

In the event MnCCC withholds payment, then no interest penalty shall accrue against
MnCCC for non-payment of disputed claims. Vendor may not exercise its right to
termination as stated in section IV, sub G, for any payment withheld under this clause.
V. Representations, Warranties and Indemnifications of the Parties

A. Each party represents and warrants that it has the right to enter into this Agreement.

B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the MCAPS computer software system or services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the MCAPS computer software system or services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.

C. VENDOR further represents, warrants and agrees as follows:

1. VENDOR represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on utilized servers and networks (or mutually agreed upon future modernizations).

2. VENDOR further warrants that these services will not alter or diminish or otherwise adversely alter the characteristics and/or the underlying performance of the existing MCAPS software system.

3. VENDOR represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC on assignment, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights, or contain, at the time of receipt, any computer Virus, Malware, Unapproved and/or Unauthorized Code.

4. VENDOR will provide true, correct and complete copies of the then-current MCAPS source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide VENDOR with written source code media, logistics, and delivery instructions from time to time.

D. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation
and assistance of its personnel, as reasonably required, and as would be necessary for the completion of VENDOR's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to VENDOR of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist VENDOR with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update MCAPS, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement (including all Attachments and any other documents incorporated by reference in an amendment signed by the parties) supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

VENDOR shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to VENDOR from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Subject to the foregoing, this Agreement shall be enforceable by the parties and their respective successors and permitted assigns.

C. Conflicts of Interest

VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its full and unrestricted performance under this Agreement. VENDOR further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that VENDOR shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of VENDOR hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party’s agreement to be bound by its provisions as if an original party thereof, as well as any nondisclosure or other agreements or obligations then in force between VENDOR and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, VENDOR is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by VENDOR under this Agreement, shall in no event be considered employees or personnel of MnCCC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees, other professionals of VENDOR, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. VENDOR, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars ($1,500,000) per accident for combined single limit.

2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars ($1,000,000) for property
H. Local Alterations

For the system supported under this Agreement, the version maintained by VENDOR shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by MnCCC. VENDOR shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the MCAPS system documentation.

I. Data Practices

Data collected, created, received, maintained, disseminated or used for any purposes in the course of VENDOR's performance of this Agreement is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. VENDOR agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. VENDOR designates Dan Musser, as its initial "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of VENDOR's responsible authority with a suitable qualified individual satisfactory to MnCCC will be effective on MnCCC's receipt of written notice thereof given by VENDOR.

J. Force Majeure

VENDOR shall not be held responsible for delay or failure to perform when such

MCAPS Support Agreement – Page 14
delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusual severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

L. Non-Discrimination

In carrying out the terms of this Agreement, VENDOR shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

M. Document Examination

All books, records, documents and accounting procedures and practices of VENDOR relative to this Agreement are subject to periodic examination and copying by MnCCC or its designees, and either by the legislative auditor or the state auditor as appropriate, in accordance with the provisions of Minn. Stat. Section 166.06, Subd. 4.

N. Performance Review

VENDOR and the County Attorney User Group Chair, or their designee, shall meet at least annually to review the terms of this Agreement and each party's performance of its terms.

VII. Term and Termination

A. Term

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein.

1. Initial Term

The Initial Term of this Agreement shall be for a period of five (5) years. The first two (2) years thereof shall be a Probationary Period, and subject to early termination as provide in Section B.1. below.
2. Renewal Term

This Agreement may be renewed by the written agreement of both parties for one period of three (3) years, beginning upon the conclusion of the Initial Term, or upon the earlier execution of an agreement to renew. Should services continue beyond the Initial Term into the Renewal Term, Maintenance and Service Fees will be negotiated at mutually agreeable terms.

3. Additional Renewal Term(s)

This Agreement may be renewed for unlimited additional three (3) year periods beginning at the end of the Initial Renewal Term, upon mutually agreeable Maintenance and Services Fees.

B. Termination

1. Termination for Convenience

a. Probationary Period

During the Probationary Period, either party may terminate the Agreement for convenience by providing written notice as provided herein. VENDOR must provide MnCCC at least one hundred eighty (180) days' prior written notice of intent to terminate. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of intent to terminate.

b. Initial Term or Renewal Term

During the balance of the Initial Term or during the Renewal Term either party may terminate the Agreement for convenience by providing adequate notice. VENDOR must provide MnCCC at least one (1) year's prior written notice of intent to terminate, with the termination to take effect as of the expiration of the Initial Term or Renewal Term, unless MnCCC agrees in writing to an earlier date. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of its intent to terminate during the Initial Term or Renewal Term.

2. Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

3. Transition Services
Provided that this Agreement has not been terminated by VENDOR due to MnCCC's failure to pay any undisputed amount due VENDOR, VENDOR will provide to MnCCC and/or to any future vendor selected by MnCCC (hereinafter "Successor") assistance reasonably requested by MnCCC to effect the orderly transition of the Services (hereinafter "Transition Services"), in whole or in part, to MnCCC or to Successor following the termination of this Agreement, in whole or in part. Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from VENDOR to MnCCC or Successor; (b) if required, transferring the Subscriber Data to Successor; (c) using commercially reasonable efforts to assist MnCCC in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by VENDOR in connection with the Services; (d) using commercially reasonable efforts to make available to MnCCC, pursuant to mutually agreeable terms and conditions, any third-party services then being used by VENDOR in connection with the Services; and, (e) such other activities as may be reasonably necessary or desirable to complete the transition, or such other services as the parties may agree.

Notwithstanding the foregoing, should MnCCC terminate this Agreement due to VENDOR's material breach, MnCCC may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services, and this Section shall expressly survive the termination of this Agreement, until all Transition Services have been successfully provided.

3. Payments Upon Termination

Within thirty (30) days following the termination of this Agreement MnCCC shall pay to VENDOR all undisputed amounts due and payable hereunder, if any, and VENDOR shall pay to MnCCC all amounts due and payable hereunder, if any. Should this Agreement be terminated for cause or convenience prior to the expiration of the Initial Term or Renewal Term, any amounts due and payable shall be equitably prorated.

2. Return of Subscriber Data

Upon the termination of this Agreement VENDOR shall, within one (1) business day following the termination of this Agreement, provide MnCCC without charge and without any conditions or contingencies whatsoever (including, but not limited to, payment of any fees due to VENDOR), with a final copy of the source code of the most current software version, and all then-current documentation. VENDOR shall also certify to MnCCC the destruction of any/all data or software versions within the
possession or control of VENDOR, but such destruction shall occur only after the current version source code has been returned to MnCCC and verified as fully functional. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR

By: _____________________________
Title: President
Date: 10/10/2017

MnCCC

By: _____________________________
Title: Board Chair
Date: October 12, 2017

MnCCC

By: _____________________________
Title: Executive Director
Date: October 12, 2017

MnCCC

By: _____________________________
Title: County Attorney User Group Chair
Date: 10-18-17
MCAPS Support Agreement Fee Schedule: MnCCC will pay STI a quarterly fee as described in the "MCAPS Support Fee Schedule" table below for all support services described in section II.A.-D. If the total support hours in any quarter exceeds 432 hours, STI will be compensated for the additional hours on a time and materials basis in quarter hour increments computed at the applicable hourly rate. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Infrastructure Modernization Hours. If the total support hours are less than 432 hours in any one-quarter, MnCCC will receive an hour-for-hour credit up to 72 hours, computed at the rates in the "MCAPS Support Fee Schedule". These hours will be banked and will be used at the discretion of the MCAPS Executive Committee or credited against future support overages. The quarterly fee and support hours requirements may be adjusted annually by mutual agreement of both parties in a Work Order format.

The MCAPS Support Fee Schedule:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Annual Support Fee</th>
<th>Quarterly Support Fee</th>
<th>Hourly Rate for Billable Enhancements and Project Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$450,000</td>
<td>$112,500.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>$463,500</td>
<td>$115,875.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$477,405</td>
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<td>$175.00</td>
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<td>Year 4</td>
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<td>$180.00</td>
</tr>
<tr>
<td>Year 5</td>
<td>$506,479</td>
<td>$126,619.75</td>
<td>$185.00</td>
</tr>
</tbody>
</table>

Other Fees/Reimbursements:

- Travel time hourly rate is 1/2 of the applicable billable rate.
- For the contract term, STI's incurred mileage would be reimbursable at the appropriate annual IRS approved rate.
- All other travel expenses would be reimbursed at cost.
- Onsite fee for installation work is a minimum of four (4) hours.
Service Level Agreement (SLA) Obligations and Procedures – MCAPS Support

This Agreement defines the SLA requirements referred in the Agreement for all Included Support Services as identified in Section II thereof.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into VENDOR’s support tracking system and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
  - **Severity 1: Critical Business Impact** - MCAPS system is not accessible
  - **Severity 2: Significant Business Impact** – An MCAPS component is unavailable to users
  - **Severity 3: Some Business Impact** - MCAPS system is fully available, but a significant issue is causing delays or workarounds
  - **Severity 4: Minimal Business Impact** - MCAPS system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 Issues, with Severity 2, 3, and 4 in descending priority sequence.
- STI will assign initial severity, a MCAPS user can adjust severity designation with MnCCC’s approval.
- Response Time Goals:
  - **Severity 1** – Within one hour for initial response, with all available VENDOR resources to support until MCAPS system is up and running again. VENDOR resources will work 7 days a week, 24 hours a day until all Severity 1 issues are solved. VENDOR will provide regular updates to the MCAPS user on the status and resolution of Severity 1 issues. MnCCC and the affected MCAPS user shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update notification shall occur every 4 hours until the issue is resolved.
  - **Severity 2** – Within two hours for initial response, subject to ongoing Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and VENDOR management-personnel is required after 20 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.
Severity 3 — Within four hours for initial response, subject to ongoing Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and client personnel is required after 60 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

Severity 4 — Within eight hours for initial response, subject to ongoing Severity 1, 2 and 3 priorities. VENDOR will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved to MnCCC’s satisfaction within three months. After three months escalation of the issue must be made to MnCCC, and the affected MCAPS user.

Hours of Service

VENDOR Support for MCAPS will be staffed and available from 8:00 A.M. to 5:00 P.M. central time, Monday through Friday, excluding federal government holidays, day after Thanksgiving, or other holidays as established.

Boundaries of Service

The focus of VENDOR’s support is the MCAPS systems and while many other factors can affect the availability and performance of MCAPS, VENDOR will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by MCAPS support services may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to MCAPS
- Microsoft core operating systems, except as related to Microsoft standard updates that MCAPS must operate under/or with.
- Billable services from VENDOR (for a project outside of MCAPS Support Agreement)

Examples of services not covered under the MCAPS Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the MCAPS application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (servers), except as related to standard updates that MCAPS must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to standard updates that MCAPS must operate under / or with.
- MCAPS user's network remote connection issues.
- Issues controlled by State of Minnesota (other than modifications required to conform MCAPS to applicable Minnesota law compliance requirements).
- Issues caused or initiated by county/agency that impact MCAPS that require VENDOR assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-MCAPS applications or other user systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within MCAPS (i.e. need examples, etc.) These must be identified ASAP by VENDOR by a written report supplied to MnCCC within 90 days of contract signing.

**Customer Responsibilities**

- MCAPS users will support their own requests for support with timely communication during and after problem resolution.
- MCAPS users will provide a high speed remote access capability to VENDOR, as needed, to help resolve support issues. VENDOR agrees to follow the individual and user requirements for this connectivity.
- MCAPS users will beta test releases and sign off prior to general release, unless the beta testing requirement is expressly waived for a specific release by the County Attorney Executive Committee or committee authorized by the County Attorney User Group Executive Committee.
- Users need to supply as much detail of the issue to the VENDOR help desk as possible. Examples of information needed is:
  - Knowing if the issue is isolated, or happening multiple times and to different MCAPS users.
  - If the problem can readily be recreated, knowing the specific steps that caused the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with VENDOR.
  - Sharing screen shots of issue, or error code.
Reporting

- VENDOR will provide MnCCC approved reports to MnCCC concerning the following aspects of MCAPS Support. These reports shall be supplied at least monthly, or on a different schedule mutually agreed to by MnCCC, and VENDOR
  - Volume of Support Issues (new vs. resolved).
  - Resolution Type for Support Issues.
  - Volume of Issues by reporting agencies.
  - Trends in support.
  - Severity 1, 2, 3, 4 issues reported/resolved.
  - "Bugs" fixed/pending.
  - Enhancements completed/pending.
  - Modernization activities status and hours usage.
Objective: (describe project objective)

Scope of Services: (describe project scope, including things that are and are not included)

Deliverables: (describe deliverables to be provided upon completion)

Description of Work to be Performed:

   Software Version to be Enhanced: (starting point version)

   Design Process: (describe the process by which the project will be designed, including the number of hours expected)

       Design Process Completion Date:

   Development Process: (describe the development process, including the number of hours expected)

       Development Completion Date:

   Testing Process: (describe the testing process)

       Alpha Testing: (describe the alpha testing process, including the number of hours expected)

           Alpha Testing Completion Date:

       Beta Testing: (describe the beta testing process, including any hours expected)

           Beta Testing Completion Date:

   Documentation: (.describe the documentation process, including the number of hours expected)

   Reporting: (describe the schedule of status and other reports for this project)
Acceptance Criteria:

The completion date for this project is (insert project completion date). On or before that date the following acceptance criteria shall have been met:

1. (insert project specific criteria)
2. All beta testers have signed off that the objective has been met and any/all bugs and errors have been resolved.
3. Any herein described documentation received by MnCCC.
4. VENDOR accounting of hours and other costs received by MnCCC.

Costs and Payment Terms:

Costs:

(insert project costs)

Maximum costs for this Work Order are described herein and no additional costs shall be authorized without an amendment to this Work Order. Any additional design, development and/or testing hours required to meet the specified scope that are not herein described shall be at VENDOR’s expense.

Payment Terms: VENDOR shall receive 25 percent of the payment of the anticipated costs upon approval of this Work Order. VENDOR shall receive payment of all remaining costs based on meeting defined project deliverables up to the total amount described in this Work Order.
The parties agree to this Work Order. Changes to this Work Order can only be made by mutual consent, documented in writing and signed by the parties.

Date  

Signature  
Executive Committee Chair

Date  

Signature  
MnCCC

Date  

Signature  
VENDOR

008577/921105/2546536_2
AGENDA REQUEST FORM

Date of Meeting: 12/19/2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda  5 mins   10 mins   15 mins   Other

☐ Personnel Committee
☐ Other

Agenda Item: Approve lead county agreement between HHS and TSA

Department: HHS

Rebecca Fox
Department Head signature

Background information on Item:

Pine County HHS has historically held a lead county agreement with Therapeutic Services Agency, Inc. (TSA). The attached agreement will commence on January 1, 2018 and end on December 31, 2018. Services through TSA are purchased as an on-needed basis. The rates for the upcoming year are attached to the agreement. The cost of community based programs are increasing by 2%. The rates for most of the family intervention programs remained stagnant, with the exception of professional therapy and family skills work (increased by approximately $10-$15 per hour to become more aligned with other rates). The County Attorney's Office has reviewed and approved the agreement.

Action Requested:

Authorize County Board Chair and Administrator to sign the lead county agreement between Pine County Health and Human Services and Therapeutic Services Agency, Inc.

Financial Impact:

Services are purchased as an on-needed basis (for example, therapeutic foster care may only be needed for a few children in placement throughout the year; HHS would then pay TSA according to the rates listed in the lead county agreement).
LEAD COUNTY AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND THERAPEUTIC SERVICES AGENCY (TSA, INC.)

The County of Pine, acting through its Health & Human Services Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Therapeutic Services Agency, 220 Railroad Street SE, Pine City, Minnesota, 55063, hereafter referred to as the "Contractor", enter into this Contract effective for the period of January 1, 2018 through December 31, 2018.

WHEREAS, The Contractor is duly qualified to provide social services; and

WHEREAS, The Agency, pursuant to Minnesota Statutes, Section 373.01, and 256M.60 wishes to purchase such program services from the Contractor; and

NOW THEREFORE, in consideration of the mutual understandings, and agreements set forth, the Agency and Contractor agree as follows:

1. Contractors Duties:

   a. As specified in the Minnesota Children and Community Services Act, and the 2004 Pine County Service Plan and the attached exhibits, the Agency agrees to purchase and the Contractor agrees to furnish the following:

      (1) Professional Intensive In-Home Family Based Therapy
      (2) Family Skills Services
      (3) Rehabilitative Mental Health Services including Children’s Therapeutic Services and Support (CTSS)
      (4) Independent Living Skills Training
      (5) Other Mental Health Services that the Contractor is qualified to provide including Diagnostic Assessments and Group Therapy, Education, Psychological Evaluation Service DC 0-3 Diagnostic Assessment, and identified CADI eligible services
      (6) Other Social Services that the Contractor is qualified to provide including Crisis Response Services, Family Assessments, Concurrent Planning Services, Family Assessment Response Services, Partial Day Treatment Programming, Specialized Assessments
      (7) Placement services that the Contractor is qualified to provide including Shelter, Adolescent Transition Program, Adolescent Treatment Program, Teen Parent and Child, Network Support of Foster Care, Respite Care, and Child Treatment Program

   b. Agencies can request the following as they deem necessary when accessing services through the lead county agreement:

      (1) An explicit description of the services to be provided; and
      (2) Billing Policy. The Contractor also agrees to provide upon request:
a. An exposition of the staffing including job descriptions and professional qualifications of personnel; and
b. An organization chart; and
c. Program budget

(3) Administrative rate description for the child and adolescent treatment programs.

c. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchase Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services:

a. Refer to attached Rate Sheet. The County of Financial Responsibility will determine the specific units of service to be delivered for each client based on the county assessment of the need and scope of services.

b. Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor certifies that rates of payment do not reflect any program costs assignable to private pay or third-party service recipients.

c. The Agency and Contractor agree that services for which the County may be billed are as follows:

1. Therapy, Skills Training, Counseling, Specialized Assessment, and Supervised Visitation Services - Inclusive of all direct services to clients including travel to and from the family's home or the place of service delivery. Travel time consists of time traveled within the purchasing county. Phone contact with the family is also billed under this service area. For special (out of county) location sites for service delivery, please refer to "Additional Services" section below.

2. Documentation- Service summary notes are written and sent to county workers with permission from the client to document the service provided the client and to provide progress updates. Additional reports are produced in response to county specific request.

3. Consultation - Case consultation with county social workers, court service staff, school personnel, mental health staff and any other collateral sources. Supervision with a licensed psychologist or other appropriate expert resource for specific case consult is billed to specific family contracts.
PINE COUNTY HEALTH & HUMAN SERVICES
& TSA, INC.
2018

4. **Coordination** - Time the counselor spends scheduling appointments, writing the reports and paperwork associated with the program, necessary correspondence, and information gathering for the family.

5. **Additional Services** - Additional services are provided upon request from the County of financial responsibility for staff to attend out of county court hearings, staffings, and other out of county site visits. Billing will reflect staff time and travel from TSA office or counselor’s home, whichever is less.

When third party payers are purchasing the direct services provided a client and additional services are requested by the county to attend to specific case plan needs, a limited fee for service contract will be necessary to purchase those additional services. Limitations of MA covered services can be referenced in the MHCP Manual at http://www.dhs.state.mn.us/main/idcplq?IdcService=GET_DYNAMIC_CONTENT&RevisionSelectionMethod=LatestReleased&dDocName=DHS16_1573.

86. Clients who are insured will have information about insurance benefits coverage for similar assistance. Additional services may include: reports for county case needs, reports for court case review, service collaboration meetings, court testifying and case plan development and coordination, etcetera.

Specialty consultation, training, and direct services may be requested and specific payment agreed to beyond the above noted services and fees. Specialty consultation is where a staff person has developed a comprehensive knowledge base on particular subjects and may provide expert consultation and or training to assist with staff professional development or case specific case consult at the request of the county.

d. The Agency and Contractor agree that services for which the County are not charged are as follows:

1. Therapeutic Services Agency Supervisor time in activity that facilitates the processing of referrals, case assignments, and supervision of staff relative to agency business in attending to job performance of staff, staff development etc.
2. Expert consultation time not case related, focused on professional development of personnel.
3. Secretarial and bookkeeping time.
4. Any activities by officers of the company in dealing with case issues or other matters.

e. For Family Based Services the majority of the purchased services will be provided in the client family's home. It is understood that portions of the service may be delivered in a variety of other locals in order to facilitate the complete case process,
3. **Eligibility for Services:**

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency's Service Plan. The parties agree and understand that the Agency shall determine preliminary and final client eligibility.

   a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, Section 256M.60, subd. 6.

   b. The Contractor shall not charge any program or service fee to social service eligible clients except in accordance with a. above.

   c. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the Contractor within five (5) days of the determination.

   d. The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least five (5) working days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well being of other residents or service recipients.

   e. The Contractor shall establish written procedures for discharging a client or terminating services to a client. The written procedures shall include: (1) Preparation of a summary of findings, processes, and plans to be transmitted with the client.

4. **Individual Service Plan:**

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Services Plan developed with, for and on behalf of, the individual client. Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service Plan goals and objectives. The Agency shall not delegate the Development of the Individual Service Plans (ISP's) to the Contractor.
Purchased Services are to benefit each Eligible Recipient in attaining the goals and objectives specified in the Eligible Recipient’s ISP.

- The Referring County will prepare an ISP that includes stated short-term objectives having measurable behavioral criteria.
- Upon request, Contractor will assist the Referring County in developing the ISP.
- Contractor will receive an ISP within 30 days after an Eligible Recipient begins receiving Purchased Services.

Contractor agrees to provide Purchased Services in the type, amount and frequency authorized in writing by the Referring County and in accordance with an Eligible Recipient’s ISP.

Contractor agrees to submit progress reports on each Eligible Recipient to the Referring County and the Eligible Recipient or legal representative at least quarterly.

- Contractor will develop reports with enough specificity to enable the Referring County to determine progress made in relation to the Eligible Recipient’s ISP objectives.

5. Payment for Purchased Services:

   a. Certification of expenditures: The Contractor shall, within 90 days following the last day of each calendar month, submit a standard invoice for social services purchased, to the Pine County Social Service Agency. Bills that do not meet internal county deadlines will be paid later. The Invoice shall show: (1) total program and administrative and administrative expenditures for the month, and (2) an itemized account of each social services eligible individual, identifying services to be provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

   b. Payment: The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

6. Audit and Record Disclosure:

   The Contractor shall:

   a. Maintain records, using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in performing this Contract. Maintain records about Purchased Services provided. These records
must include the name of the Eligible Recipient served, service type (by Brass Codes), service dates, and other information on an Eligible Recipient that is required by the Agency. Maintain any other records requested by the Agency or a Referring County. Participate in the Minnesota Community Mental Health Reporting System

b. Upon request, Contractor agrees to give the Agency a report containing the following information:
   1. All revenue received.
   2. All direct and indirect costs incurred in performing Purchased Services.
   3. Purchased Services provided, including but not limited to:
      a. Number of Eligible Recipients, age, race, sex, and target population served,
      b. Type of service, and
      c. Days of service.

c. Upon request, the Contractor agrees to furnish the Agency quarterly reports for financial evaluation, reimbursement, and program management and evaluation purposes.
   1. Upon request, Contractor will assist the Agency (or a Referring County) with documentation needed to complete any form or report for a federal, state, or private agency.
   2. Upon request, Contractor will give the Agency (or a Referring County) information on Eligible Recipient(s) that is needed for effective evaluation purposes, in a format approved by the Agency (or Referring County).
      a. Information will include any reporting requirements included in the Eligible Recipients ISP or ITP, if applicable.
   3. Upon request, Contractor will give the Agency a list of all Eligible Recipients and their Referring Counties.
   4. The Agency (or Referring County) must receive information within 30 days following request.

d. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services and copy such materials as necessary.

e. If the collection of social services fees is delegated to the Contractor, the Contractor shall provide the Agency with information about fees collected and the fee source.

f. Maintain all records pertaining to the contract at 220 Railroad Street SE, Pine City, Minnesota, 55063 or other designated TSA business site intended for file maintenance and storage for three (3) years for audit purposes.
g. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

7. **Safeguard of Client Information:**

The use of disclosure by any party of information regarding an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian. The program director of the contracting agency is the designated person responsible to ensure that the provider is in compliance with the Data Practices Act, Minnesota Statutes, Section 13.46, Subd. 10, (a) (4).

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes Section 13.01 et. seq., or any other applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules, and regulations.

8. **Compliance with Other Regulations:**

The Contractor further agrees to comply with the following:

a. Section 4, Subdivisions 1, 3 and 6 of the Human Services Licensing Act (Minnesota Statutes 1987, Chapter 245A).

b. Section 3 of Minnesota Statute 604.202 (Liability of Employer).

c. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504. Title VI of the Civil Rights Act of 1964 (Title VI) requires service providers who receive federal funds to take reasonable steps to provide meaningful access to services for people with Limited English Proficiency (LEP). Most county and state funded services must meet LEP requirements. The requirements apply to health care and social service agencies, such as physicians, hospitals, nursing homes, home health agencies, managed care organizations, universities, and private non-profit agencies.
d. (When applicable) the Contractor certifies that he has received a certificate of compliance from the Commissioner of Human Services pursuant to Minnesota Statutes, Section 363A.36.

9. **Fair Hearing and Grievance Procedures:**
The Agency agrees to provide for a fair hearing and grievance procedure conformance with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the Department of Human Services.

10. **Bonding, Indemnity, Insurance and Audit Clause:**

   a. **Bonding:**
   The Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of $10,000.

   b. **Indemnity:**
   The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor.

      (1) By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns: or (2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

   c. **Insurance:**
   The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from the Contractor's operations under the Agreement, whether such operations be by the Contractor, or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.

   Contractor shall secure the following coverage and comply with all provisions noted. Certificate of Insurance shall be issued evidencing such coverage to the County.
1. General Liability Insurance:

Commercial General Liability Insurance (ISO CGL form)

Minimum Limits:
$1,000,000 – each occurrence limit
$2,000,000 – general aggregate
$2,000,000 – products/completed operations total limit
$1,000,000 – personal injury and advertising liability

The policy is to be written on an occurrence basis. Certificates of Insurance must indicate if the policy is issued on a claims-made or Occurrence basis, and if coverage is provided for X, C, U hazards if Applicable. The policy will cover contractual liability. Pine County, its Officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of the County.

Worker’s Compensation and Employer’s Liability:
Worker’s Compensation: Per Minnesota State Statute

d. Audit:
The Contractor agrees that within 120 days of the termination date of this contract, either a financial review or an audit of said contract will be conducted by a Certified Public Accounting Firm. Copy of such audit along with the Management Letter shall be provided to the Agency when completed. The Contractor agrees to provide the Agency information on the compensation ranges provided for each class of employee.

11. Conditions of the Parties’ Obligations:

a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.

b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

c. Before the termination date specified in Section I of this agreement the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
d. Any alterations, variations, modifications, or waivers of provisions of this agreement, shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.

f. In the event that there is a revision of Federal regulations, which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. **Subcontracting:**
The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

13. **Miscellaneous:**

a. **Entire Agreement:**
It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

b. **Monitoring:**
It is understood that the Agency reserves the right to monitor the Contractor's performance under this contract by observation or direct service provision to client and/or survey of agencies or individuals purchasing or receiving services.

14. **Third Party Beneficiary:**
The Commissioner of the Minnesota Department of Human Services is named as a third party beneficiary to this contract.
PINE COUNTY HEALTH & HUMAN SERVICES
& TSA, INC.
2018

APPROVED AS TO FORM AND EXECUTION:

___________________________________
Pine County Attorney

___________________________________
Date

___________________________________
Director, Pine County Health & Human Services

___________________________________
Date

___________________________________
Chair, Pine County Board of Commissioners

___________________________________
Date

___________________________________
County Administrator, Pine County

___________________________________
Date

___________________________________
Therapeutic Services Agency, Inc.

___________________________________
Date
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<th>Host County Contract</th>
<th>UNIT 2018 RATES</th>
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| **COMMUNITY BASED PROGRAM** | |
| Adolescent Treatment Program* p/d | $ 84.53 |
| Child Treatment Program* p/d | $ 84.53 |
| Foster Care* | |
| Full Family p/d | $ 133.64 |
| Child p/d | $ 18.37 |
| Teen Parent p/d | $ 83.28 |
| Support Network of Foster Care* p/d | $ 68.58 |
| Standard Foster Care* p/d | $ 36.74 |
| Shelter* p/d | $ 99.36 |
| Respite* p/d | $ 83.28 |
| Transportation p/h | $ 15.30 |
| Summer Program p/d | $ 83.28 |

*daily rate plus MAPCY rate
AGENDA REQUEST FORM

Date of Meeting: 12/19/2017

☐ County Board  ☑ Consent Agenda  ☐ Regular Agenda  5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

☐ Personnel Committee  ☐ Other □□□□□□□□

Agenda Item: Approve MOA between State of MN and HHS

Department: HHS

[Signature]
Department Head signature

Background information on Item:

The State of MN- MN State Colleges and Universities (through Bemidji State) has reached out to HHS to host an intern in its children's services unit. Supervisor Beth Jarvis has met with the intern, Amber Andrews, who has also filled out the appropriate application and background check form. Attached with this agenda item is the agreement that both parties are expected to sign. The internship is not a paid internship. The agreement would be in effect from January 2018 through July 2018. The agreement has been reviewed and approved by the County Attorney's Office. Adding the release of liability form was also added per feedback received from the County Attorney's Office.

Action Requested:

Authorize Supervisor Beth Jarvis to sign the agreement, as she is the authorized internship site representative. By doing so, HHS would have an intern from Bemidji State in the first months of 2018.

Financial Impact:

N/A
MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Bemidji State University, Bemidji, Minnesota ("the College/University") and Pine County Health and Human Services ("the Internship Site"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for: Amber Andrews, a student of the University, and to identify the responsibilities of the University and the Internship site.

A. THE PARTIES UNDERSTAND THAT:
1. The University has a(n) Social Work Department (the “Program”) for qualified students enrolled in the Bemidji State University; and
2. The University has been given authority to enter into Agreements regarding academic programs; and
3. The Internship site has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Internship site to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The University and the Internship site want to cooperate to furnish a training experience at the Internship site for students of the University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY
1. The University agrees to:
   a. make arrangements with the Internship site for a training experience at the Internship site that will support the student’s occupational goals and meet any applicable Program requirements.
   b. make periodic visits to the Internship site’s training site to observe the student or receive periodic reports from the Internship Site and/or the student, and discuss the student’s performance and progress with the student and any site supervisor at the Internship site, as needed.
   c. discuss with the Internship site any problems or concerns arising from the student’s participation.
   d. notify the Internship site in the event the student is no longer enrolled in the program at the University.
   e. keep any necessary attendance and progress records as set forth in the University attendance policy.
   f. assist in the evaluation of the student’s performance in the training experience.

2. The Internship Site agrees to:
   a. cooperate with the University in providing a mutually agreeable training experience at the Internship site that supports the student’s educational and occupational goals.
b. consult with the University about any difficulties arising at the Internship site’s training site that may affect the student’s participation.

c. assist in the evaluation of the student’s performance and provide time for consultation with the University concerning the student, as needed.

d. sign the weekly work report to verify the student’s attendance.

C. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University’s liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

D. TERM OF AGREEMENT

This Agreement is in effect from: _Jan. 2018_ or when fully executed, and shall remain in effect until: _July 2018_. (The maximum term must be equal to or less than five years, and recommended end date of Dec. 31st.) This Agreement may be terminated by giving at least seven (7) days’ advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

E. FINANCIAL CONSIDERATION

1. The University and the Internship site each agree to bear their own costs associated with this Agreement and that no payment is required by either University or the Internship site to the other party.

2. The Internship site is not required to reimburse the University faculty or students for any services rendered to the Internship site or its customers pursuant to this Agreement.

F. CHANGES OR ADDITIONS TO THE AGREEMENT

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

G. ASSIGNMENT

Neither the College/University nor the Internship site shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

H. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Internship site agrees that in fulfilling the duties of this Agreement, the Internship site is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

I. MINNESOTA GOVERNMENT DATA PRACTICES ACT

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or University policy, data on students is private and may not be shared with any other party. If the Internship site receives a request from a third party for any data provided to the Internship site by the University, the Internship site agrees to immediately notify the University. The University will give the Internship site instructions concerning the release of the data to the requesting party before the data is released and the Internship site agrees to follow those instructions.

Bemidji State Universities Internship Agreement
Revised 10/29/15
J. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT
The student assigned to a training experience/internship at the facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Internship site/facility.

K. NON-DISCRIMINATION
The Internship site/Facility recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Internship site agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Internship site and University.

INTERNSHIP SITE / FACILITY

Minnesota State Colleges and Universities
BEMIDJI STATE UNIVERSITY

Name: Beth Jarvis
Authorized Internship Site Representative
Title: 
Signature: 
Date: 
Agency: Pine Co. Health and Human Services

Name: Dr. James Barta, Dean
College of Health Sciences and Human Ecology
Signature: 
Date: Nov 4, 17

Name: Dr. Cheryl Byers, MSW, LISW
Title: "SWIM" Field Education
Signature: 
Date: 11-7-17

During the internship professional liability insurance coverage is provided by Bemidji State University
Pine County Internship and Release of Liability Agreement

I, Amber Andrews, have elected to participate in an internship through Stevens State School, and have selected to intern with Pine County Health and Human Services.

I understand that I am participating in this activity on my own free will, and I waive, release, and discharge Pine County, its elected officials, employees, and representatives (hereinafter “Released Parties”) from any and all liability for any loss, injury or damage to persons or property, including liability arising from theft or any act of negligence or want of ordinary care on the part of the Released Parties, arising out of or otherwise relating to my participation in the above-named project. I acknowledge that I am voluntarily participating in this project and I am neither an employee of Pine County, nor will I represent to others that I am an employee of Pine County.

I further agree that I will defend, indemnify, and hold harmless the Released Parties from all claims, demands, and causes of action, including court costs and attorney’s fees, arising from any proceeding or lawsuit, brought by a third party or brought by me or prosecuted for my benefit arising out of my conduct or actions in connection with the above-named project or relating to the subject of this release.

I acknowledge that I will follow all safety protocol information for the worksite and will follow all safety procedures outlined in the protocols.

I certify that I am at least 18 years of age and I have read this Release of Liability Agreement and I fully understand its content and agree to its terms and conditions.

Student’s Signature: __________ Date: 11/29/17

If Student is under age 18, Parent/Guardian must complete this section:

As parent, guardian, or temporary guardian with legal responsibility for the above student, I certify that I have read the Release of Liability and by signing below consent to the named minor student’s participation subject to the terms and conditions of the waiver and release.

Printed Name of Parent or Guardian of Minor Student: ________________________________

Signature of Parent or Guardian of Minor Student ________________________________ Date
AGENDA REQUEST FORM

Date of Meeting: 12/19/2017

☑ County Board  □ Consent Agenda  □ Regular Agenda
  5 mins 10 mins 15 mins Other

☐ Personnel Committee  ☐ Other ____________

Agenda Item: Grant regular employment status to probationary employee

Department: HHS

[Signature]
Department Head signature

Background information on Item:

Donna Olsen, Eligibility Worker, has successfully completed her probationary period as an eligibility worker.

Action Requested:

Grant regular employment status to probationary employee Donna Olsen, effective November 30, 2017.

Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ 5 mins. ☑️ 10 mins. ☐ 15 mins. ☐ Other ☐

☐ Personnel Committee
☐ Other ☐

Agenda Item: Septic Certification Continuing Education Course

Department: Land Services

Background information on Item:
Certified Septic Inspectors must obtain 18 continuing education course every 3 years per Minnesota Rules. Caleb Anderson began his 3-year period on 12/3/2015, meaning he must complete the 18 hours by 12/3/2018.

Action Requested:
Consider Caleb Anderson, Land & Resources Manager, to attend the General Continuing Education Course January 4-5, 2018 in Cloquet, MN to complete 12 of the required hours.

Financial Impact:
The cost of the course is $265 with no hotel accommodations as the employee will drive back and forth from home. Mileage cost of approximately $45.37.

These costs are within the 2017/2018 Zoning budget for trainings.
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

The Minnesota Association of County Officers (MACO) holds an annual conference to provide educational updates to County officers and opportunities to network with professionals from other counties to discuss common challenges. As a new County Recorder, it is a priority to attend.

Action Requested:

Consider Kelly Schroeder, Land Services Director, to attend the MACO Annual Conference February 13-15, 2018 in at the DoubleTree by Hilton in Bloomington, MN.

Financial Impact:

A complimentary registration from the Association has been granted, therefore the only costs associated with attending are hotel ($107+tax per night) and mileage ($60.03) for a total cost of $274.03.

These costs are within the 2018 Recorder budget.
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☒ Regular Agenda

☐ Personnel Committee
☐ Other ____________

Agenda Item: Public Hearing on Ordinance 2017-04, an Ordinance for the Management of Mini Trucks on Designated Roadways within the County’s Jurisdiction.

Department: Administration

Background information on Item:

On October 17, 2017, the county board held a public hearing on allowing mini trucks to be operated on county roads. The county board continued the public hearing to December 19, 2017 to allow more opportunity for feedback.

1. Board Chair accept any additional comments/questions from commissioners
2. Board Chair accept public comments
3. Close the public hearing
4. Additional commissioner discussion
ARTICLE 1. PURPOSE
The purpose of this Ordinance is to establish standards for the use of mini trucks within Pine County.

ARTICLE 2. SCOPE
This Ordinance shall provide for the authorization of the operation of mini trucks on designated roadways within Pine County.

ARTICLE 3. AUTHORITY
This Ordinance is enacted pursuant to Minnesota Statutes section 169.045 which establishes the authority for Pine County to authorize by ordinance the operation of mini trucks on designated roadways within the county.

ARTICLE 4. DEFINITIONS
For the purposes of this Ordinance, the following definitions apply:

A. **Mini truck:** A motor vehicle that has four wheels, is propelled by an electric motor with a rated power of 7,500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less; has a total dry weight of 900 to 2,200 pounds; contains an enclosed cabin and a seat for the vehicle operator; commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle; and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404, and successor requirements. A mini truck does not include:

   a. A neighborhood electric vehicle or a medium-speed electric vehicle; or
   
   b. A motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49, section 571.500, and successor requirements.

B. **Designated Roadway:** All county roads and county state-aid highways within Pine County.

ARTICLE 5. PERMIT NEEDED
It shall be unlawful for any person to operate a mini truck on roadways within Pine County, except on designated roadways and in compliance with the permit requirements of this Ordinance.
ARTICLE 6. APPLICATION FOR A PERMIT
A. Any person desiring to operate a mini truck on designated roadways within Pine County shall make written application for a permit on forms supplied by the Pine County Sheriff’s Office. Such application shall include the full name and address of the applicant; date of application; proof of insurance in compliance with Minnesota Statutes section 65B.48; evidence of a valid driver’s license; make, model and serial number of the vehicle; and such other conditions as deemed appropriate by the Pine County Sheriff’s Office.

B. An applicant shall submit a permit fee with the application to the Pine County Sheriff’s Office. The initial permit fee shall be $50.00. The Pine County Board of Commissioners may change the fee amount via resolution.

C. Permits may be granted for a duration of three years and may be renewed every three years. Vehicle owners are responsible for obtaining renewal of the permits.

D. An applicant may be required to submit a certificate signed by a physician that the applicant can safely operate a mini truck on designated roadways.

E. If persons operating a mini truck cannot obtain liability insurance in the private market, that person may purchase automobile insurance including no-fault coverage, from the Minnesota Automobile Insurance Plan under Minnesota Statutes section 65B.01 to 65.12 at a rate to be determined by the commissioner of commerce.

F. Upon approval of an application based upon the requirements of this Ordinance, the Pine County Sheriff’s Office shall issue a written permit and permit number. The applicant is responsible for obtaining self-adhesive numbers at least three inches tall and applying them to both the front and rear of the permitted mini truck. The numbers must be easily readable, visible and unobstructed. The applicant shall also keep a copy of the written permit in the mini truck during operation.

ARTICLE 7. PERMIT CONDITIONS
A. The operator, under a permit, of a mini truck may cross any street or highway intersecting a designated roadway.

B. Every person operating a mini truck under permit on designated roadways has all the rights and duties applicable to the driver of any other motor vehicle under the provisions of Minnesota Statutes Chapter 169, except when those provisions cannot be reasonably applied to mini trucks and except otherwise provided within Article 7.C. below.

C. The provisions of Minnesota Statutes Chapter 171 are applicable to persons operating mini trucks under permit on designated roadways.

D. Notwithstanding any other law, a mini truck may be operated on designated roadways under permit only if it is equipped with:
   a. At least two headlamps;
b. At least two taillamps;
c. Front and rear turn-signal lamps;
d. An exterior mirror mounted on the driver’s side of the vehicle and either:
   i. An exterior mirror mounted on the passenger’s side of the vehicle or
   ii. An interior mirror;
e. A windshield;
f. A seat belt for the driver and front passenger; and
g. A parking brake.

ARTICLE 8. REVOCATION
A. The Pine County Sheriff’s Office may revoke a permit at any time if there is evidence that the permittee cannot safely operate the mini truck on designated roadways or the permittee is convicted of violating a provision of this Ordinance.

B. A revocation shall be effective three days after the date of mailing, via certified mail, the Notice of Revocation of the permit to the permittee at the address listed on the permittee’s application.

C. Permittee may challenge the revocation of the permit by submitting a Notice of Appeal in writing to the Pine County Administrator at Pine County Courthouse, 635 Northridge Dr. NW, Pine City, MN 55063, within 14 days of the date of the Notice of Revocation. The Notice of Appeal shall specify the basis of the appeal.

D. Upon receipt of a Notice of Appeal of a permit revocation, the Pine County Administrator shall set the appeal on for a hearing before the Pine County Board of Commissioners within 30 days.

E. At the hearing before the Pine County Board of Commissioners, the permittee shall be given an opportunity to be heard and to show cause why the Notice of Revocation should be modified, withdrawn, or rescinded.

F. The Pine County Board of Commissioners shall issue detailed, written findings following the hearing of the appeal.

G. Any Notice of Revocation served pursuant to the provisions of this Ordinance shall automatically become final if written Notice of Appeal is not filed with the Pine County Administrator within 14 days after the Notice of Revocation is served.
ARTICLE 9. SEVERABILITY
The provisions of this Ordinance shall be severable. Should any section, paragraph, sentence, clause, phrase or portion of this Ordinance be declared invalid for any reason, the remainder of this Ordinance shall not be affected and the remainder of the provisions shall remain in full force and effect.

ARTICLE 10. EXEMPTIONS
The provisions of this Ordinance shall not apply to the use of mini trucks used by governmental agencies in the pursuit of their duties.

ARTICLE 11. PENALTIES
A. Any person, firm or corporation who violates any of the provisions of this Ordinance, fails to comply with any of the provisions of this Ordinance, or makes any false statement in any document required to be submitted under this Ordinance, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed $1,000 and/or imprisonment not to exceed 90 days. Each day that a violation continues shall constitute a separate offense. Such persons may be enjoined from continuing such violations.

B. In the event of a violation, or a threat of a violation, of this Ordinance, the Pine County Attorney may take appropriate action to enforce this Ordinance, including application for injunctive relief, action to compel performance, or other appropriate action in Court, if necessary, to prevent, restrain, correct or abate such violations or threatened violations.

ARTICLE 12. EFFECTIVE DATE
This Ordinance shall be and is hereby declared to be in full force upon passage, and to be published according to law.

Passed by the Board of Commissioners of Pine County, Minnesota, this 19th day of December, 2017.

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke
Pine County Administrator

Approved as to form and execution:

Reese Frederickson
Pine County Attorney
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

- County Board
- Consent Agenda
- Regular Agenda

- Personnel Committee
- Other

Agenda Item: Subdivision Ordinance Public Hearing/Amendment for a single Zoning Board

Department: Land Services

Background information on Item:

At the October 24, 2017 Committee-of-the-Whole and the November 21, 2017 County Board meeting, the topic of a combined Planning Commission and Board of Adjustment was discussed at length. Based on this feedback, the subdivision ordinance was amended to reflect a single Zoning Board with a membership of 7 citizens and a County Commissioner liaison to provide continuity of planning and implementation, efficiency of meeting coordination, and decreased member recruitment demands.

If approved, commissioners will need to solicit members of the new board to be appointed at the January 2, 2018 County Board meeting. Staff are available to assist with understand which current members of the Planning Commission/Board of Adjustment have terms which expire on December 31, 2017 and which members are well suited to move forward to the single board.

Action Requested:

1.) Presentation of the ordinance
2.) County Board questions and discussion
3.) Open Public Hearing and take public testimony
4.) Close Public Hearing
5.) County Board additional discussion if necessary
6.) Consider adoption of the ordinance 2017-07 amending the Pine County Subdivision and Platting Ordinance.

Financial Impact:

A slight savings is expected with the adoption of this amendment as the number of members will be reduced from 11 to 7.
ORDINANCE 2017-07
AMENDING THE
PINE COUNTY SUBDIVISION AND PLATTING ORDINANCE

The County Board of Pine County, Minnesota ordains that the Pine County Subdivision and Platting Ordinance shall be amended as follows:

Sections 11.02 and 11.03 of the ordinance shall be consolidated into Section 11.02 and read:

11.02 **Pine County Zoning Board**

The Pine County Zoning Board is hereby recognized and vested in such authority as provided by Minnesota Statue 394.27 and 394.30 and County Ordinances to perform the duties of the Board of Adjustment and the Planning Commission.

A. The Zoning Board shall be composed of seven (7) voting members appointed by the Chairman of the County Board in a manner described herein. One County Commissioner shall also be appointed by the Chairman of the County Board as a non-voting liaison member of the Zoning Board. Members may be suspended or removed for non-performance of duty or misconduct in office. Any vacancies shall likewise be filled. At least two (2) members must reside in the unincorporated area of the County.

B. Each County Commissioner shall nominate one or more persons to serve as a member. These nominees do not have to reside in that Commissioner’s district. The Chairman shall appoint one member from each Commissioner’s list of nominees and two additional at-large members.

C. The terms of appointment for those members representing Districts 2, 4, and one at-large member will expire December 31, 2019 and each four (4) years thereafter. The terms of appointment for those members representing Districts 1, 3, 5, and one at-large member will expire on December 31, 2021 and each four (4) years thereafter.
Passed and approved this 19th Day of December, 2017 by the Pine County Board of Commissioners.

__________________________
Matthew W. Ludwig
Pine County Board of Commissioners

ATTEST:

__________________________
David J. Minke
Pine County Administrator

Drafted By:
Pine County Land Services
635 Northridge Dr NW, Suite 250
Pine City, MN 55063

Notice of Public Hearing Published: December 7, 2017
Public Hearing: December 19, 2017
Adopted by County Board: December 19, 2017
Publication of Ordinance: December 28, 2017
Filed with County Recorder: December 29, 2017
Effective Date: January 1, 2018
AGENDA REQUEST FORM

Date of Meeting: December 19, 2018

- County Board
- Consent Agenda
- Regular Agenda

- Personnel Committee
- Other

Agenda Item: Acknowledge Retirement

Department: Sheriff

Background information on Item:
Sgt. Dan Kunz will be retiring from the Sheriff's Office. Sgt. Kunz has served Pine County since 2001. Sheriff Nelson will recognize Sgt. Kunz's service and present his clock to him at the meeting.

Action Requested:
Acknowledge Sgt. Kunz's service to Pine County and recognize his retirement.

Financial Impact:
MINUTES
of
Pine County Facilities Committee Meeting
Wednesday, December 6, 2017, 9:00 a.m.
Pine County Courthouse
Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Staff present: County Engineer Mark LeBrun, Building Maintenance Supervisor Pete Umbreit, Child Support Supervisor Jodi Blesener, IT Manager Ryan Findell, and County Administrator David Minke.

Commissioner Ludwig called the meeting to order at 9:00 a.m.

Motion by Commissioner Mohr to approve the agenda. Second by Commissioner Ludwig. Motion passed 2-0.

Motion by Commissioner Ludwig to approve the Minutes of November 1, 2017 meeting. Second by Commissioner Mohr. Motion passed 2-0.

1. Sandstone Building Project Update
   A. Discussed the current building schematic and site layout.
      Consensus was to locate the building as far north as possible while maintain a parking row on the north end of the building.
   B. Reviewed the preliminary budget of $1.8 million.
   C. Reviewed Construction Schedule:
      2018
      Jan 10       Final Drawings & Specs (review state)
      Jan 30       Complete review of final drawings
      Feb 1-25     Advertise bids
      March        Bid opening
      April        Award multiple prime contracts
      May          Project commencement
      Oct          Substantial completion
   D. Mechanical will include an air handler unit in the basement with a rooftop chiller. The system will use VAV (Variable Air Volume) and have approximately 22 zones.

2. Pine Government Center (PGC)
   The upgrades to the elevator at the Pine Government Center have been completed and the elevator is back in service.

3. Hinckley Shop
   The walls at the new Hinckley shop are going up.

With no further business, the meeting adjourned at 9:45 a.m.

The next meeting is January 3, 2018.
Members present: Commissioner Chaffee, Commissioner Ludwig

Others Present: County Administrator David Minke, County Attorney Reese Frederickson, County Auditor/Treasurer Cathy Clemmer, Health & Human Services Director Rebecca Foss, Land Services Director Kelly Schroeder, IT Manager Ryan Findell, Human Resources Manager Jackie Koivisto

Chair Chaffee called the meeting to order at 9:00 am.

Motion by Commissioner Ludwig to approve the December 12, 2017 agenda with the addition of consideration of regrade of Record Clerk position. Second by Commissioner Chaffee. Motion passed 2-0.

Motion by Commissioner Ludwig to approve the Minutes from the November 14, 2017, Personnel Committee Meeting. Second by Commissioner Chaffee. Motion passed 2-0.

1. Information Technology
   a. Motion by Commissioner Ludwig to approve the promotion of Kent Bombard from IT Support Specialist to IT Support Specialist Sr., along with an hourly pay increase of $22.20 to $25.09, effective January 1, 2018. This position was created as part of the Springsted study. Second by Commissioner Chaffee. Motion passed 2-0.

2. Health & Human Services
   a. Motion by Commissioner Chaffee to approve the hiring of a Social Services Supervisor at a minimum salary of $66,726. The position is included in the 2018 budget, will work out of Sandstone, and will be responsible for some of the duties currently performed by the other two social services supervisors resulting in better alignment of program areas. Second by Commissioner Ludwig. Motion passed 2-0.
   b. Motion by Commissioner Chaffee to acknowledge the termination of probationary Public Health Nurse Shauna Cronk, effective November 13, 2017. Second by Commissioner Ludwig. Motion passed 2-0. Further discussion regarding the backfill of this position to be held at the January 2018 Personnel Committee meeting.
   c. HHS Director Rebecca Foss provided an update on the Collections Officer position that was added in April 2017. The addition of this position has helped to increase revenues and improve outcomes in the Child Support Unit. This hiring has also helped satisfy the objectives set forth in the state-imposed Performance Improvement Plan.

3. Land Services
   a. Motion by Commissioner Ludwig to approve the regrade of the Record Clerk position from a Grade 3 (Administrative Support) to a Grade 4 (Skilled Administrative Support). Second by Commissioner Chaffee. Motion passed 2-0.

4. Administration
   a. Motion by Commissioner Ludwig to amend suggested County Sheriff pay increase for 2018 from 3% to 5%. Motion failed 0-2. Motion by Commissioner Ludwig to recommend pay increases for elected officials for 2018 as follows: County Attorney 8%
(

$110,160), County Sheriff 5% ($99,540), County Auditor/Treasurer 5% ($95,445). Second by Commissioner Chaffee. Motion passed 2-0.

b. Discussion held regarding Commissioner salary, per diems and mileage reimbursement for 2018. Additional information was requested regarding pay for commissioners from area counties for discussion at the December 19th Board Meeting.

c. **Motion** by Commissioner Ludwig to approve the proposed 2018 Non-Union Salary Schedule which contains a 3% COLA increase. Second by Commissioner Chaffee. Motion passed 2-0.

d. **Motion** by Commissioner Chaffee to approve the proposed 2018 County contributions towards health insurance premiums as presented (See Health & Dental Rate Sheet) for Non-Union and Settled Contracts with Signed MOU’s. Second by Commissioner Ludwig. Motion passed 2-0.

5. With no further business, the meeting was adjourned at 10:00 am.
### 2018 Monthly Health Insurance Premiums with Blue Cross Blue Shield

**Full-Time Employees: Non-Union and Settled Contracts with Signed MOU for H.S.A.**

#### Plan Options

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<th>Annual Deductible (In-Network)</th>
<th>Out-Of-Pocket (OOP) Max</th>
<th>Monthly Premium</th>
<th>Monthly Per Pay Period</th>
<th>Employee Premiums Per Pay Period</th>
<th>County Contributions Per Pay Period</th>
<th>Employer Annual Contribution to VEBA or HSA Savings</th>
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*Prorated based on month of enrollment

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### 2018 Monthly Dental Insurance Premiums with Health Partners

**Dental Premiums are 100% Employee Paid**

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2018 Non-Union Wage Scale

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Board Approved:
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

[ ] County Board
[ ] Consent Agenda
[ ] Regular Agenda

[ ] Personnel Committee
[ ] Other

Agenda Item: Resignation of GIS/Environmental Tech Position/ Rename position

Department: Land Services

Background information on Item:
Joseph Sanders’ has resigned his position from the GIS/Environmental Technician effective December 29, 2017. Backfill is requested of the position, as current staff cannot absorb the workload. In order to attract the most qualified subset of candidates, it is requested to drop of “GIS” from the title. The duties would remain the same to include some GIS work.

Action Requested:
Accept Joseph Sanders’ resignation from the GIS/Environmental Technician position effective December 29, 2017 and approve backfill of Environmental Technician Position (Grade 8, starting salary under tentative AFSME bargaining agreement of $20.72-$26.93).

Financial Impact:
The position is within the 2018 Zoning/Solid Waste Budget.
Resolution # 2017-63
Resolution Setting Salaries for Elected Officials

WHEREAS, Minnesota Statutes §384.151, Subd. 1, §385.373, Subd. 1, §387.20, Subd. 2, and §388.18, Subd. 2 set criteria for salaries for the elected offices of County Auditor, Treasurer, Sheriff and Attorney, respectively.

NOW, THEREFORE BE IT RESOLVED that the salary for the terms beginning January 1, 2018 be set for the offices of Pine County Auditor-Treasurer, Sheriff and Attorney, and set as follows:

- County Auditor-Treasurer $95,445
- County Sheriff $95,540
- County Attorney $110,160

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the County Board

Approved this 19th day of December, 2017.
Resolution #2017-64
RESOLUTION ESTABLISHING COUNTY COMMISSIONER COMPENSATION, PER DIEMS, AND MILEAGE REIMBURSEMENT FOR 2018

WHEREAS, M.S. §375.055 and §375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Pine County Commissioners are eligible to receive per diem payments in accordance with the above referenced statutes;

NOW, THEREFORE, BE IT RESOLVED that an annual salary shall be paid to each Pine County Commissioner;

BE IT FURTHER RESOLVED that Commissioners may receive payment of per diem (only one per diem per day) for meetings for county or committee meetings;

BE IT FURTHER RESOLVED that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board and;

BE IT FURTHER RESOLVED that the following be deemed eligible for per diem reimbursement:
• Regular, Special or Emergency County Board Meetings
• Committee Meetings
• Meetings as directed by the Board or the Board Chair
• Association of Minnesota County Meetings
• All other meetings that meet requirements of MN Statute §375.055.

The Board of Equalization and Canvassing Board meetings are ineligible for per diem reimbursement. A Commissioner shall not be entitled to county per diem, mileage, or other expenses if the committee to which they have been appointed has paid the expense.

The salary for County Commissioners for 2018 is $21,844 (no increase from 2017). The per diem rate per meeting for 2018 is $100 (no increase from 2017). The Commissioner and Employee mileage reimbursement rate for 2018 is to follow the federal IRS rate for business mileage.

Dated this 19th day of December, 2017

Attest:

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the County Board
AGENDA REQUEST FORM
Date of Meeting: 12/19/2017

County Board
☐ Consent Agenda
☒ Regular Agenda
☐ Personnél Committee
☐ Other

5 mins. ☒ 10 mins. ☐ 15 mins. ☐ Other ☐

Agenda Item: Local Government Innovation Award

Department: County Attorney and County Probation

//s// Reese Frederickson
Department Head signature

Background information on Item:

On December 7, 2017, County Attorney Reese Frederickson and Probation Director Terry Fawcett attended the Local Government Innovation Awards (LGIA) with Mille Lacs Band of Ojibwe representatives (Katie Draper and Ramona Bird) and accepted a LGIA award on behalf of Pine County. The award recognized the outstanding collaboration between Pine County and the Mille Lacs Band of Ojibwe in the development and implementation of the C-5 Restorative Justice Program. Two trophies were given -- one for Pine County and one for the Band.

Action Requested:

Give a brief overview of the program and the award, and recognize the contribution of the county board, county departments, the Band and the community in helping the County and the Band achieve this award and its success. Present the County’s trophy for permanent public display in Pine County.

Financial Impact:
None.
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ______________

Agenda Item: Review and approve the Public Health Advisory documents

Department: HHS-Public Health

Department Head Signature

Background information on Item:

In 2017 Pine County received a Health Equity Grant, we began this work by forming a health equity team to focus on a project within the department. We began working on forming a Public Health Advisory Committee with an emphasis on health equity. Each month we meet with Minnesota Department of Health and have webinars and coaching sessions geared toward learning about health equity and putting this to work in our agency. During our coaching sessions with an expert at Minnesota Department of Health we have worked two documents a job description and an application for those seeking to be on the Pine County Public Health Advisory Committee. On November 21, 2017 these documents were presented to the Health and Human Services Committee to review and provide feedback. We received positive feedback to then present to the county board in December 2017 for formal approval of documents by all five board members. Public Health plans to start the Public Health Advisory meetings in the first quarter of 2018.

Action Requested:

Review and approve of the Pine County Community Health Board Advisory Member Job Description and the Pine County Public Health Advisory Committee Application.

Financial Impact:

In the Pine County Community Health Board Advisory Member Job Description under reimbursement it states, if requested a committee member may receive per diem for each meeting and mileage. This rate will be set by Pine County Board of Commissioners. This would be the financial impact for Pine County.
Pine County Public Health
Advisory Committee Application

Name:
Address:
Phone:
If you are an agency representative, please indicate name of agency and service area:

Please describe your interest in serving on this advisory group:

Describe ways you have become involved or have been informed about Public Health and Health Equity?

Provide your affiliation or involvement with any informal group or local organization in your area (include any Boards, Advisories, or Councils that you serve on):

Describe any personal or professional strength that you possess which would benefit the advisory (e.g. grant writing, marketing, financial management, volunteer management)

Are you a provider of services? Yes No
If so, what services?

What other Boards/Advisories do you serve on?
Please supply the names, addresses and phone numbers of two individuals who would be willing to recommend your application.

Name: ____________________________
Address: ____________________________
Phone: ____________________________

Name: ____________________________
Address: ____________________________
Phone: ____________________________

Please sign and date your application:

Signature: ____________________________ Date: ____________________________

Submit to: Kathy Filbert PHN
CHS Administrator
Pine County Public Health
315 Main Street, Suite 1
Pine City, MN. 55063
Office: 320-216-4106
Fax#: 320-591-1673
Kathy.Filbert@co.pine.mn.us

*Applications are reviewed by a cross-sector collaboration of government, line staff and other community agencies.
Pine County Community Health Board Advisory Committee

Member Job Description

The purpose of the advisory committee is to be the voice of the community while advising the County Board on matters that affect the health and wellbeing of Pine County Residents. As they are a liaison between the members of the county and the board, they should make sure that all views are reflected upon and addressed. Not one member is more important than another and each should work in unison and harmony to assure health equity for all in Pine County.

Health Equity Definition:

“When every person has the opportunity to realize their health potential — the highest level of health possible for that person — without limits imposed by structural inequities. Health equity means achieving the conditions in which all people have the opportunity to attain their highest possible level of health” ----Minnesota Department of Health, 2016.

Expectations:

Committee members are expected to:

1. Act with integrity
2. Be respectful of other’s thoughts, ideas, opinions, and beliefs
3. Participate and be active in the committee

Membership:

The advisory committee shall be composed of 5-10 members, with at least one from each district and with the attempt to have representation from all sectors. This includes the following sectors: tribal, faith-based organizations, schools, students, community members, clinical, senior citizens, corrections, disability groups, LGBTQ, veterans, and chemical dependency. There does not have to be a separate member for each sector, instead some members will be part of more than one sector and can offer their input from each one they associate with. There will also be one county board member on the committee.
Responsibilities:
The responsibilities of the Community Health Board Advisory Committee may include any of the following:

1. Assist the Community Health Board in assessing the community’s health including strengths and gaps in the public health system (including rural and/or underserved areas), and collaborating to develop strategies to meet unmet needs.
2. Promote health in all policies. Increase awareness and buy in to prioritizing health and seeking policy, systems and environmental (PSE) changes, resulting in improved health outcomes.
3. Make recommendations on Community Health Board strategies and goals.
4. Encourage support for the development and implementation of effective Public Health programs and services.
5. Develop recommendations relevant to existing and proposed Public Health legislation.
6. Assist in the production of written reports for presentation to the County Board.
7. In partnership with the County Board, advocate for increased action to improve community health.
8. Evaluate Public Health prevention strategies and initiatives and report to the County Board and the public.
9. Promote the elimination of health inequities among those that are disproportionately affected.

Meetings:
The advisory committee members will attend meetings at least once every calendar quarter. During the first quarter of this committee, meetings may be more frequent due to determining necessary logistics. Meetings will be approximately 1 to 2 hours long, being no longer than 2 hours. Committee members will be expected to attend special meetings called on by the committee chair person, or the Community Health Services Administrator, on an as needed basis. Participation in any subcommittee of interest would require meetings outside of the regularly scheduled quarterly meetings.
Additional Time Commitment:
In an effort to assist the advisory committee members and to help them understand current services and operation of Pine County Public Health, an orientation session will be offered, followed by occasional reviews or updates. Additionally, members are encouraged to spend time monthly reading current public health literature, meeting with staff, preparing for Advisory Committee meetings, and continuing orientation.

Criteria for members:
The following criteria will be considered when selecting committee members:

1. County resident or employment within the county
2. Commissioner district and geographic balance
3. Under represented or underserved communities
4. Consumer of services, or consumer advocate
5. Providers of services

Reimbursement:
If requested, a committee member may receive per diem for each meeting and mileage. This rate will be set by the Pine County Board of Commissioners.

Terms:
Members of the Community Health Board Advisory Committee shall serve for a term of either 2 or 3 years. The terms shall be staggered so that one-half of the committee serves 2 years and one-half of the committee serves 3 years to promote continuity within the committee.
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

✓ County Board
☐ Consent Agenda
☒ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Agency Agreement #1030058

Department: Pine County Public Works

Discussion:

Background information on Item:
Agency Agreement between Pine County and MNDOT.

Action Requested:
Approve and sign resolution

Financial Impact:
None
December 1, 2017

Mark LeBrun
405 Airport Road NE
Pine City, MN, 55063

SUBJECT: Agency Delegated Contracting Process Agreement
Agency Agreement No. 1030058

Dear Mr. LeBrun:

Attached are two copies of the agency agreement between the Pine County and MnDOT, which allows for MnDOT to act as the County’s agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the County is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

[Signature]
Lynnette Rosshell, PE
Project Development Engineer

Enclosures
Cc: John McDonald—DSAE File

An Equal Opportunity Employer
RESOLUTION FOR AGENCY AGREEMENT BETWEEN
PINE COUNTY AND MNDOT
3017-65

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Pine County to except as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the County Board Chairman and the County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency/Agreement No. 1030058, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

State of Minnesota

County of Pine

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the Pine County Board at a duly authorized meeting thereof held on this 19th day of December 2017, as shown by the minutes of said meeting in my possession.

Matt Ludwig
Chairman of County Board

David Minke
County Administrator

Notary Public
My Commission expires
STATE OF MINNESOTA
AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between Pine County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and

2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and

   2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

   2.2. This agreement supersedes agreement number old (00058)

   2.3. This project is for construction not research and development.

   2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

   1.1. Effective Date. This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 00058.

2. Local Government’s Duties

   2.1. Designation. The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.

   2.2. Staffing.

      2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

Updated December 1, 2017
2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. Pre-letting. The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization without permission will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.

2.4. Contract Administration.

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the “Contractor,” in accordance with the special provisions and the latest edition of MnDOT’s Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.
2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.

2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.

2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.

2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial
assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 “Utilities” which is incorporated herein by reference.

2.6. Maintenance. The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT’s Duties

3.1. Acceptance. MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. Authority. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. Inspection. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). No work completed after the end date will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the end date.

5. Payment

5.1. Cost. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or
expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government’s request will be made to MnDOT and will include a copy of the certified partial estimate.

5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).

5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government’s request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.

5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.

5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government’s failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the end date of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

7.1. MnDOT’s Authorized Representative is:

   Name: Mitchell Rasmussen, or his successor.
   
   Title: State Aid Engineer
   
   Phone: 651-366-4831
   
   Email: Mitch.rasmussen@state.mn.us

   MnDOT’s Authorized Representative has the responsibility to monitor Local Government’s performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT’s Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government’s Authorized Representative is:

   Name: Mark LeBrun or his/her successor.
   
   Title: Pine County Engineer
   
   Phone: 320-216-4203
   
   Email: mark.lebrun@co.pine.mn.us

   If the Local Government’s Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT’s right to subsequently enforce it.

8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. **Liability and Claims**

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government’s agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government’s indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. **Audits**

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government’s books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT’s discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends $750,000 or more in Federal Funds during the Local Government’s fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**
14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT’s receiving that notice.

14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government’s contract award on this Project.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or
interfere or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Appendix II 2 CFR Part 200 Federal Contract Clauses. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

18.1. Remedies. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.2. Termination. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


18.4. Davis-Bacon Act, as amended. (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

18.5. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for
compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

18.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18.8. Debarment and Suspension. (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


18.11. Drug-Free Workplace. In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.12. Nondiscrimination. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be
subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.


18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government’s Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government’s preceding completed fiscal year, if in the Local Government’s preceding fiscal year it received:

i. 80 percent or more of the Local Government’s annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.
18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

18.13.5. The Local Government’s failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]
Pine County
Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: ____________________________
Title: __________________________
Date: __________________________

DEPARTMENT OF TRANSPORTATION

By: ____________________________
Title: __________________________
Date: __________________________

COMMISSIONER OF ADMINISTRATION

By: ____________________________
Title: __________________________
Date: __________________________
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☑ County Board
☐ Consent Agenda
☒ Regular Agenda
☐ Personnel Committee
☐ Other

5 mins. X 10 mins. 15 mins. Other

Agenda Item: Establish Date for 2018 County Board Strategic Planning Session and Direction for Planning Session

Department: Administration

Background information on Item:
Annually the county board conducts a strategic planning session where its sets goals for the year. Attached are the goals from the 2017 meeting.

Proposing Tuesday, January 23, 2018, 9:00 a.m.-3:00 p.m.

Action Requested:
Set a special meeting/Committee of the Whole meeting in January for the county board to conduct a strategic planning session.
2017 County Board Strategic Goals

- Staff/Staffing
- Legislative work
- Trails (Oberstar segment and comprehensive trail plan)
- Garbage (municipal solid waste), recycling, and household hazardous waste
- Mille Lacs Band of Ojibwe relationships/partnerships
- Broadband
- Economic Development
- Sandstone building project
- Comprehensive Plan implementation
- Prevention/Education
- Intergovernmental Relations (cities, townships, schools, others)
AGENDA REQUEST FORM

Date of Meeting: December 19, 2017

☐ County Board
☐ Consent Agenda
☒ Regular Agenda
      5 mins. 10 mins. ☒ 15 mins. Other

☐ Personnel Committee
☐ Other

Agenda Item: 2018 County Property Tax Levy and Budget

Department: Administration

Department Head Signature

Background information on Item:

The county board has held several budget committee meetings to review and discuss the proposed 2018 county budget and property tax levy.

Attached is the proposed budget. Below are the funds and amounts:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Revenue</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$16,750,303</td>
<td>$16,633,164</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>$10,985,389</td>
<td>$10,985,389</td>
</tr>
<tr>
<td>Resource Development (Land)</td>
<td>$872,600</td>
<td>854,968</td>
</tr>
<tr>
<td>Building Fund</td>
<td>$75,000</td>
<td>$75,000</td>
</tr>
<tr>
<td>2015A G.O. Jail Bonds</td>
<td>$1,168,755</td>
<td>$1,111,100</td>
</tr>
<tr>
<td>2012A Courthouse Bonds</td>
<td>$1,004,640</td>
<td>$946,800</td>
</tr>
<tr>
<td>2017A G.O. CIP Bonds</td>
<td>$344,276</td>
<td>$100,200</td>
</tr>
<tr>
<td>Technology Equipment</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Total All Funds</td>
<td>$42,284,832</td>
<td>$41,883,490</td>
</tr>
</tbody>
</table>

The county board appropriates by budget department in the General Fund and by Fund for the other funds.
The property tax levy necessary to fund the proposed budget is $17,912,930 distributed to the various funds as show below:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Levy Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$9,486,276</td>
</tr>
<tr>
<td>Health &amp; Human Services Fund</td>
<td>$3,854,162</td>
</tr>
<tr>
<td>Road &amp; Bridge (Highway) Fund</td>
<td>$1,879,821</td>
</tr>
<tr>
<td>Building Fund</td>
<td>$75,000</td>
</tr>
<tr>
<td>2015A G.O. Jail Bond</td>
<td>$1,168,755</td>
</tr>
<tr>
<td>2012 G.O. Courthouse Bond</td>
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</tr>
<tr>
<td>2017A CIP Bonds (Sandstone bldg.)</td>
<td>$344,276</td>
</tr>
<tr>
<td>Technology Equipment Fund</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Action Requested:**

Consider Resolution 2017-61 adopting the 2018 budget.

Consider Resolution 2017-62 adopting the 2018 property tax levy.
Resolution 2017-62
RESOLUTION ESTABLISHING THE 2018 PROPERTY TAX LEVY

WHEREAS, M.S. §275.07 requires the county levy to be certified to the County Auditor on or before five working days after December 20;

WHEREAS, the Pine County Board of Commissioners have adopted a preliminary property tax levy of $17,912,930; and

WHEREAS, the final levy may be equal to or less than the preliminary property tax levy.

NOW, THEREFORE, BE IT RESOLVED that the 2018 property tax levy for Pine County shall be $17,912,930 distributed to the various funds as shown below:

- General Fund: $9,486,276
- Health & Human Services Fund: $3,854,162
- Road & Bridge (Highway) Fund: $1,879,821
- Building Fund: $75,000
- 2015A G.O. Jail Bond: $1,168,755
- 2012 G.O. Courthouse Bond: $1,004,640
- 2017A CIP Bonds (Sandstone bldg.): $344,276
- Technology Equipment Fund: $100,000

BE IT FURTHER RESOLVED that the County Administrator shall certify this levy to the County Auditor.

Dated this 19th day of December, 2017.

Attest:

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the County Board
Resolution 2017-61
RESOLUTION ADOPTING THE 2018 BUDGET

WHEREAS, as required by M.S. §375A.06, the County Administrator has submitted a proposed budget to the County Board of Commissioners; and

WHEREAS, the Pine County Board of Commissioners have reviewed the proposed 2018 budget, conducted several public meetings on the proposed budget, and made changes to the proposed budget; and

WHEREAS, On December 6, 2017, the County Board held a public meeting on the proposed budget and property tax levy where the public was allowed to comment on the proposed budget and property tax levy,

NOW, THEREFORE, BE IT RESOLVED that the attached proposed 2018 budget is hereby adopted in the amounts shown on the attached Budget Summary.

Dated this 19th day of December, 2017.

Attest:

Matthew W. Ludwig, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the County Board
<table>
<thead>
<tr>
<th>DEPT #</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
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<td>WATERSHED BOARD</td>
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<td>PINE COUNTY HOUSING AUTHOF</td>
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<td>MEED-CENTRAL MN INITIATIVE</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>16,633,164</strong></td>
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### DEPT HEALTH AND HUMAN SERVICES

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<tr>
<th>#</th>
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<th>EXPENDITURES</th>
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<tr>
<td>12-420 INCOME MAINTENANCE</td>
<td>3,067,943</td>
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<td>12-430 SOCIAL SERVICES</td>
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<td>12-440 CHILDREN'S COLLABORATIVE</td>
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<td>12-481 NURSING</td>
<td>1,727,172</td>
<td>1,820,172</td>
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<td><strong>TOTAL</strong></td>
<td><strong>10,983,869</strong></td>
<td><strong>11,076,869</strong></td>
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### DEPT HIGHWAY

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<td>13-310 ADMINISTRATION</td>
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<td>13-320 ENGR/CONSTRUCTION</td>
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<td>13-330 EQUIPMENT</td>
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<td>13-340 REPAIR AND SHOP</td>
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<td>13-801 NON-DEPARTMENTAL</td>
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### DEPT RESOURCE DEVELOPMENT

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<th>DEPARTMENT</th>
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<td>22-703 LAND USE</td>
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<td>22-704 RESOURCE DEVELOPMENT</td>
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<td>22-707 TIMBER DEVELOPMENT</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>854,968</strong></td>
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### DEPT BUILDING FUND

<table>
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<th>DEPARTMENT</th>
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<tr>
<td>38-801 BUILDING FUND</td>
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### DEPT 2015 JAIL BONDS

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<tr>
<td>39-810 2015A JAIL BONDS</td>
<td>1,168,755</td>
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### DEPT 2012A CTHSE BONDS

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<th>DEPARTMENT</th>
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<td>40-810 2012A COURTHOUSE BONDS</td>
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### DEPT 2017A G.O. CIP BONDS

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<td>41-810 2017A G.O. CIP BONDS</td>
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### DEPT EQUIPMENT

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<tbody>
<tr>
<td>43-801 EQUIPMENT</td>
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<td>100,000</td>
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</table>

**TOTAL ALL FUNDS** | **42,284,832** | **41,883,490**
TO: Pine County Commissioners
FROM: David Minke, County Administrator
DATE: December 13, 2017
SUBJECT: Labor Negotiations Update

The county has a total of 10 collective bargaining agreements. Eight of them expire at the end of 2017. (The deputies’ expires in 2018 and jail/dispatch expires in 2019).

The Negotiation Committee (Commissioners Chaffee, Mohr and Ludwig (alternate)) has held one or more meetings with each bargaining unit with the status below:

- Legal Secretaries: 3-year Settled/Signed Contract
- Social Services Supervisors: 3-year Tentative Agreement
- Highway Supervisors: 3-year Tentative Agreement
- Highway Maintenance: 3-year Tentative Agreement
- Highway Technicians: 3-year Tentative Agreement
- Sheriff Admin Staff: 3-year Tentative Agreement
- Courthouse workers: 3-year proposal awaiting union vote
- HHS workers: Negotiation session 12/15/17

At the board meeting on Tuesday, the Negotiation Committee will provide an update. The contracts with the tentative agreements are being updated and those that are completed by the Tuesday board meeting will be presented for consideration.

The board can close the meeting for the purpose of discussing labor negotiations strategy. If the board desires to close the meeting, the following motion would be in order: “I move to close this meeting as provided by Minnesota Statute 13D.03 to consider negotiation strategies and develop, discuss, and review labor negotiation proposals, for negotiations conducted pursuant to Minnesota Statute §179A.01 to 179A.25.” (179A is the Public Employees Labor Relations Act).

1. Before closing the meeting, the board must decide to close the meeting by a majority vote at a public meeting and state the specific grounds to close the meeting and the subject to be discussed.
2. A written roll of all people present at the closed meeting must be available to the public after the closed meeting.
3. The meeting must be tape-recorded and the recording kept for two years after signing the contract. The recording becomes public after all labor agreements are signed for the current budget period.
MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF PINE
AND
THE PINE COUNTY ROAD AND BRIDGE SUPERVISORS UNIT

Whereas, Pine County and the Pine County Road and Bridge Supervisors Unit have a labor agreement which expires December 31, 2017;

Whereas, the parties are in good faith actively negotiating a contract to be effective January 1, 2018, and;

Whereas, the parties have reached a tentative agreement relating to wages, it is agreed between the parties:

Effective January 1, 2018 the following employees will be paid the following hourly rate of pay:

Grade 11
E. Eiffler $32.99
T. Lindstrom $34.03
D. Roberts $32.99

Grade 12
T. Booker $33.53
T. Clementson $32.46

Employees shall be eligible for a performance increase on their pay anniversary date. In no case shall the employee’s pay exceed the top of the pay scale.

Effective January 1, 2019 and January 1, 2020 each employee shall receive a 3% wage increase and the pay scale shall be as show below. Employees shall be eligible for a performance increase on their pay anniversary date. In no case shall the employee’s pay exceed the top of the pay scale.

wage scale

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<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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<tr>
<td><strong>Matthew W Ludwig</strong></td>
<td><strong>Chair, Pine County Board of Commissioners</strong></td>
<td><strong>Date</strong></td>
<td><strong>David J. Minke</strong></td>
<td><strong>County Administrator</strong></td>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
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</tbody>
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