



**AGENDA**  
**PINE COUNTY BOARD MEETING**

- |            |                      |
|------------|----------------------|
| District 1 | Commissioner Hallan  |
| District 2 | Commissioner Mohr    |
| District 3 | Commissioner Chaffee |
| District 4 | Commissioner Rossow  |
| District 5 | Commissioner Ludwig  |

**Tuesday, June 21, 2016, 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 on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of June 7, 2016 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence  
None.
- G) 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.

**1. Review May, 2016 Cash Balance (attached)**

Fund	May 31, 2015	May 31, 2016	Increase(Decrease)
General Fund	(756,779.51)	619,863.81	1,376,643.32
Health and Human Services Fund	(1,115,204.54)	(699,706.83)	415,597.71
Road and Bridge Fund	3,711,129.32	2,306,925.03	(1,404,204.29)
Land Management Fund	2,320,984.29	1,307,021.77	(1,013,962.52)
TOTAL (inc non-major funds)	17,342,409.89	19,490,052.07	2,147,642.18

**2. Application for Exempt Permit**

- A. Consider Application for Exempt Permit for Pine Technical & Community College Foundation to conduct Minnesota lawful gambling on October 21, 2016 at the Northwest Fur Post, 12551 Voyageur Lane, Pine City, MN (Pokegama Twp).

- B. Consider Application for Exempt Permit for Kerrick Firefighters Relief Association to conduct Minnesota lawful gambling on November 12, 2016 at the Tavern in Duquette, 88159 State Hwy. 23, Kerrick, MN (Kerrick Twp).

**3. Approval of Licenses**

Consider approval of the following:

- A. Renewal of 3.2 Licenses:
  - i. Ray & Marge's Resort
  - ii. Duquette General Store
- B. New Tobacco License:
  - i. Bear's Den

**4. Application for Repurchase**

- A. Consider Resolution 2016-31 for the repurchase of tax forfeited land on a 10-year contract for Joshua Hiler and authorize Board Chair and County Auditor to sign.
- B. Consider Resolution 2016-32 for the repurchase of tax forfeited land in full for Kemp T. and Dawn M. Terry Jr. and authorize Board Chair and County Auditor to sign

**5. Recount Grant Agreement – Primary and General Elections**

Consider approval of the Primary Election and General Election Grant Agreements and authorize Board Chair and County Auditor-Treasurer to sign. Contractors will be paid four cents for each ballot handled in the course of any recount covered by the agreements.

**6. Donations**

Consider acceptance of donations for the K-9 program from the following: Susan K. and Douglas Beckstrand, \$1,000; Knights of Columbus Pine City Council #2357, \$1,000; and WE-Pay (Go Fund Me donations for Race for the K-9) \$45.75.

**7. Health and Human Services (HHS) and Therapeutic Services Agency (TSA) Contract**

Consider approval of contract between HHS and TSA for access to child psychiatry services. The contract period is May 1, 2016 through December 31, 2016, with a cost of \$1,000 per month. Authorize Board Chair, County Administrator and Health and Human Director to sign.

**8. New Hire/Promotion**

- A. Approve the hiring of Malisa Tollefson as a social worker, effective June 22, 2016, \$20.74 per hour, Step 1, C42.
- B. Approve Correction Officer Bailey Ballou promotion to full-time status effective June 26, 2016. No change in grade or wage.

**9. Training**

- A. Consider IT Supervisor Ryan Findell to attend the 2016 MNCITLA Annual Conference, July 13-15, 2016 in Granite Falls, Minnesota. Registration and lodging included with membership fee; mileage approximately \$187. Funds are available in the 2016 IT budget.
- B. Consider Property Appraiser Molly Benoit to attend Appraisal Principles, Appraisal Procedures, and Mass Appraisal to complete her Certified Minnesota Assessor License requirements. The courses are offered in St. Cloud during August and September. Registration: \$430 for each course; Lodging: (3 nights for Appraisal Principles and Appraisal Procedures and 4 nights for Mass Appraisal): \$830 plus taxes; Meal Reimbursement: Up to \$150 (dinner only, breakfast and lunch included with registration). Mileage: county vehicle to be used/no mileage incurred. Funds are available in the 2016 Assessor budget.

## REGULAR AGENDA

### **1. Facilities Committee**

Pine County Facilities Committee met June 1, 2016 and made the following recommendation (Minutes attached):

- A. City of Pine City Lease/Purchase of Government Center: It was the consensus of the committee to (1) request further information from the city as to their ideas for management structure of the property if a floor is sold, as well as the city's ideas for terms to lease space back to the county, (2) offer to maintain the rent at \$50,000 for 2017, 2018, and 2019 to give the parties more opportunity to consider options, including the possibility of a long-term lease from the county to the city.
- B. Sheriff's Office Impound Lot: It was the consensus of the committee to install a camera system at the existing lot at a cost of approximately \$1,000.

Other items are for informational purposes only.

### **2. Personnel Committee**

Pine County Personnel Committee met June 14, 2016 and made the following recommendations (Minutes attached):

#### **Probation**

- A. Acknowledge the resignation of Corrections Agent Karly Kostich effective June 10, 2016, and authorize backfill of the position effective June 20, 2016 to allow new hire to attend training, with board ratification of hire on June 21, 2016.

#### **Jail**

- A. Acknowledge the retirement of Jail Administrative Rick Boland effective June 17, 2016.
- B. Approve backfill of Jail Sergeant position left vacant by Rodney Williamson's promotion to Jail Administrator, and backfill any subsequent vacancies that may occur from internal promotions.
- C. Acknowledge the resignation of part-time Corrections Officer Kelly Swenson effective June 3, 2016 and authorize backfill of the position.
- D. Authorize addition of one (1) part-time Court Security Officer at \$13.67 per hour (Grade B22) due to increase in the Pine County District Court judge coverage.

#### **Administration**

- A. Adopt policy changes to Section 10 of the Pine County Personnel and Procedures as presented.

Other items are for informational purposes only.

### **3. Introduction of Kathy Filbert, Community Health Services/Public Health Supervisor**

### **4. Pine County Public Health Planning Committee**

The Pine County Public Health Planning Committee met June 14, 2016 and made the following recommendations: (Minutes Attached).

- A. Approve of a resolution creating the Pine County Community Health Board, to be approved by the Pine County Board.
- B. Approve the Pine County Community Health Board Bylaws.
- C. Approve a resolution appointing Kathy Filbert as the Agency and Community Health Administrator of the Pine County Community Health Board.

### **5. Resolutions Pertaining to Pine County Public Health**

Consider approval of Resolution 2016-29 Creating a Pine County Community Health Board (on an interim basis, and as an official basis effective January 1, 2017), and Resolution 2016-30 Appointing of Kathy Filbert as the Agency and Community Health Administrator for the Pine County Community Health Board. Authorize Chair and County Administrator to sign resolutions.

**6. Human Resource Information Software**

Presentation by Human Resource Manager Connie Mikrot and IT Supervisor Ryan Findell. Consider acquisition of Kronos Workforce Ready HR system at an annual cost of \$23,925 with a one-time fee of \$6,000, subject to final contract review and approval of the county attorney. Authorize Board Chair and County Administrator to sign. Funds are available in the 2016 Administration budget.

**7. Appointment to Pine County Planning Commission**

Consider appointment, by Chair Rossow, of Rick Williams to the Pine County Planning Commission, District 3, due to the resignation of the current District 3 representative. Term length from June 22, 2016 through December 31, 2019.

**8. Award Contract #1601**

Award bid for Contract #1601 to lowest responsible bidder as determined by the County Engineer for the following:

- CP 058-006-001 CSAH 6, between CSAH 5 and CSAH 7
- CP 058-061-005 CSAH 61, between CSAH 11 and Snake River
- SAP 058-601-008 CSAH 1, between TH 70 to So County Line
- SAP 058-601-009 CSAH 1, between TH 70 and CSAH 5
- SAP 058-605-008 CSAH 5, between CR 112 and CSAH 1
- SAP 058-605-009 CSAH 5, between CSAH 1 and CSAH 6

**9. Commissioner Updates**

Central Minnesota Jobs and Training  
East Central Solid Waste Commission  
East Central Regional Library  
Congress Comes to You  
Kanabec-Pine Community Health Board  
Board of Appeal and Equalization

**10. Other**

AMC District 1 Meeting Update (Laura Stylski/Probation)

**11. Upcoming Meetings –(Subject to Change)**

- a. **Technology Committee, Tuesday, June 21, 2016, 8:30 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, June 21, 2016, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- c. **NLX, Wednesday, June 22, 2016, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- d. **Northeast Regional Radio Board, Thursday, June 23, 2016, 10:00 a.m.**, Hibbing Fairview Plaza, Hibbing, Minnesota. (Chief Deputy Widenstrom will be attending this meeting)
- e. **Snake River Watershed, Monday, June 27, 2016, 9:00 a.m.**, Kanabec County Courthouse, Mora, Minnesota.
- f. **East Central Regional Development Commission (annual meeting), Monday, June 27, 2016, 5:30 p.m.**, 100 Park Street So., Mora, Minnesota.
- g. **Special Meeting-Committee of the Whole, Tuesday, June 28, 2016, 9:00 a.m.**, Duquette Community Hall, 88179 State Hwy. 23, Kerrick, Minnesota.
- h. **Land Advisory Committee, Wednesday, June 29, 2016, 9:00 a.m.**, 1602 Hwy 23 North, Sandstone, Minnesota.

i. **Pine County Board Meeting, Tuesday, July 5, 2016, 10:00 a.m.,** Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

12. **Closed Meeting pursuant to M.S. 13D.05, Subd. 3(b) (attorney/client privilege) to discuss pending litigation and strategy relating to same.**

➤ **Board to Recess and Reconvene as a Committee of the Whole – Health & Human Services Update**

13. **Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting**

**Tuesday, June 7, 2016 - 10:00 a.m.**

**Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota**

Chair Curt Rossow called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee and Matt Ludwig. Also present were County Attorney Reese Frederickson, County Auditor/Treasurer Cathy Clemmer, County Sheriff Jeff Nelson, and County Administrator David Minke.

The Pledge of Allegiance was said.

Chair Rossow called for public comment. Arla Budd, Executive Director of the Pine County History Museum, and Mike Swiridow, President of the Pine County Historical Society, thanked the county board for holding the board meeting at the Pine County History Museum.

Jim Best, representing Pine County Disabled Veterans - Chapter 4, asked for county board support of the concept of a future nursing home facility for veterans on the current Pine Medical Center site.

Chair Rossow requested the following revisions to the Agenda:

1. Addition: Consent Item #3C Application for Exempt Permit – Ruffed Grouse Society
2. Addition: Regular Item #2A Recognition of Retirement – Rick Boland

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

Commissioner Mohr moved to approve the Minutes of the May 17, 2016 board meeting and Summary for publication. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the May 24, 2016 Special Meeting-Committee of the Whole (Roads, Road Financing and Road Tour). Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

East Central Regional Library Board Minutes – April 11, 2016

Pine County HRA Senior Housing Board Minutes – April 27, 2016

Pine County Land Surveyor Monthly Report – May, 2016

Commissioner Chaffee moved to acknowledge the Minutes of Boards, Committees and Correspondence. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Chaffee requested to remove Consent Item #10A Promotion of Rodney Williamson and place on the Regular Agenda.

Commissioner Chaffee moved to approve the Amended Consent Agenda excluding Item #10A. Second by Commissioner Ludwig. Motion carried 5-0.

## CONSENT AGENDA

**1. May, 2016 Disbursements**

Approve Disbursements Journal Report, May 1, 2016 – May 31, 2016.

**2. Application for Abatement**

Approve Application for Abatement for Changing Gaits, 27274 Monument Road, Brook Park, MN, PID 06.0243.000, pay 2016.

**3. Application for Exempt Permit**

- A. Approve Application for Exempt Permit for the Moose Lake Area Chamber of Commerce to conduct Minnesota lawful gambling on October 15, 2016 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Twp.).
- B. Approve Application for Exempt Permit for The Grand Lodge Ancient Free & Accepted Masons of MN – Helio Lodge #273 to conduct lawful gambling on August 20, 2016 at Wings North Hunt Club, 19379 Homestead Road, Pine City, MN (Pokegama Township).
- C. Approve Application for Exempt Permit for the Ruffed Grouse Society – Rum River Chapter to conduct Minnesota lawful gambling on July 30, 2016 at Wings North, 19379 Homestead Road, Pine City, MN (Pokegama Twp.).

**4. Application for Repurchase**

- A. Approve of Resolution 2016-26 for repurchase of tax forfeited land in full for Robert Jones, former manager of Lebehr Properties, LLC which has been resolved. Authorize Board Chair and County Auditor to sign.
- B. Approve Resolution 2016-28 for repurchase of tax forfeited land on a 10 year contract for Todd Clarke. Authorize Board Chair and County Auditor to sign.

**5. Greater Pine Area Endowment Grant**

Accept \$1500 Greater Pine Area Endowment Grant.

**6. Central Minnesota Housing Partnership**

Approve Resolution 2016-25 for Central Minnesota Housing Partnership to continue as the administrative body for the implementation of the Rental Rehabilitation Deferred Loan Program sponsored by Minnesota Housing (MHFA). Authorize Board Chair and County Administrator to sign.

**7. Joint Powers Agreement (JPA) Between Health & Human Services and Bureau of Criminal Apprehension**

Approve Resolution 2016-24 for the Joint Powers Agreement between Pine County Health and Human Services and Bureau of Criminal Apprehension (BCA) and authorize Board Chair and County Administrator to sign. The JPA will allow the BCA to provide Health and Human Services agency access to the MN Criminal Justice Data Communication Network.

**8. Contract Between Health & Human Services and MN Department of Human Services**

Approve contract between Pine County Health and Human Services and the MN Department of Human Services and authorize Board Chair to sign. The contract will allow the Pine County Health and Human Services Department to move forward with the duties listed in the grant contract.

**9. Donations**

Accept the following donations for the K-9 program: City of Askov, \$750; VFW Post 4258, Pine City, \$200; Derek T. Florin (Race for the K-9), \$26; Marlys Mestemacher (Race for the K-9), \$30; Pine County Agriculture Society, \$500; Sturgeon Lake Lions Club, \$2500; Rock Creek Pit Stop, \$500; Gerald and Terry Lovgren, \$25.

**10. Personnel**

- A. Approve the hiring of Timothy Welle, Part-Time Corrections Officer, effective June 8, 2016, \$17.11 per hour, grade B23.
- B. Approve the hiring of Chris Matrious, Highway Maintenance Worker, effective June 13, 2016, \$15.23 per hour, grade B23.

**11. Training**

Approve County Administrator David Minke and Human Resources Manager Connie Mikrot to attend the Association of County Administrator's Summer Workshop, Bridging the Gap: Employee Recruitment & Retention in the 21<sup>st</sup> Century, July 14-15, 2016, St. Cloud. Registration: \$100, Hotel: \$200 (est.), Mileage: \$125 (est.), Total Estimate: \$425. Funds are available in the Administrator Budget.

**REGULAR AGENDA**

**1. Public Hearing – Plat Book Fee**

Land Services Director Kelly Schroeder has corresponded with Farm and Home Publishers regarding Pine County plat books. Discussion was held regarding plat book fees and styles.

Chair Rossow opened the public hearing at 10:04 a.m. to consider plat book fee of \$25 for 2016, black and white print, and \$40 for 2017, color print. There being no public comment, Chair Rossow closed the meeting at 10:08 a.m.

**Motion** by Commissioner Ludwig to approve the plat book fee of \$25 for 2016 and \$40 for 2017. Second by Commissioner Hallan. Motion carried 5-0.

**2. Introduction of Corrections Agent Jami Tuve**

Probation Director Terry Fawcett provided a formal introduction of Corrections Agent Jami Tuve to the board. The board welcomed Jami to Pine County.

**2A. Recognition of Retirement**

The board recognized the retirement of Jail Administrator Rick Boland and thanked him for his 29 years of service to Pine County.

**3. Technology Committee Meeting**

Commissioner Hallan provided an overview of the May 17, 2016 Technology Committee meeting stating there are a few technology challenges the committee is currently working on, which include human resources software, Microsoft Office Suite, Statewide Monitoring Program and the Telework Agreement. Items will be presented for future board action.

**4. Facility Committee Meeting**

Commissioner Mohr provided an overview of the June 1, 2016 Facility Committee meeting. Discussion was held regarding the request from Pine City to purchase the Pine Government Center, garage site at the courthouse, sunshades, lighting and security issues at the Sheriff's Office impound lot, and Soil and Water Conservation District door installation request at the Land Services Building.

**5. Pathfinder Village Contract**

Chief Widenstrom offered information regarding the law enforcement security contract between Pathfinder Village and the Pine County Sheriff's Office stating this is the renewal of a yearly contract. Discussion was held regarding the cost of law enforcement services.

**Motion** by Commissioner Ludwig to approve the law enforcement security contract between Pathfinder Village and the Pine County Sheriff's Office for the period of May 19, 2016 through December 31, 2016 and authorize Board Chair to sign. Contract rate shall be \$49 per hour. Second by Commissioner Chaffee. Motion carried 5-0.

**6. Septic Revolving Loan Fund**

Land Services Director Kelly Schroeder explained the Septic Revolving Loan Fund, which is part of the Clean Water Program. Funding will assist with subsurface treatment system compliance by providing loan opportunities for Pine County residents.

**Motion** by Commissioner Chaffee to approve Resolution 2016-27 authorizing Land Services Director Kelly Schroeder to submit the proposal for the Pine County Subsurface Sewage Treatment Systems Upgrades and represent the county in all matters regarding the proposal and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

**7. Other**

Item #10A from Consent Agenda. Consideration of promotion of Rodney Williamson from Jail Sergeant to Jail Administrator. This item is included on the Regular Agenda for further discussion of promotion.

**Motion** by Commissioner Ludwig to approve the promotion of Rodney Williamson from Jail Sergeant to Jail Administrator, grade C52, effective June 27, 2016 at an annual salary of \$64,000 and to acknowledge that this promotion process is a deviation from section 3 of the personnel policy. Second by Commissioner Chaffee. Motion carried 5-0.

**8. Commissioner Updates**

Arrowhead Counties Association: No update.

Rush Line Task Force: Commissioner Mohr stated updates were given on new projects.

Snake River Watershed: Commissioner Mohr stated Kanabec County projects were discussed.

Kanabec County also participated in the Pine County Fresh Water Fair.

NLX: Cancelled.

Law Library: Cancelled.

Mille Lacs Band Meeting: Commissioner Hallan stated meetings have been held with the tribal government affairs office, dialogue continues. A formal Memorandum of Understanding is currently being drafted.

NE MN Regional Radio Board: Commissioner Hallan stated he is planning to attend the June meeting in Hibbing.

East Central Regional Juvenile Center Advisory Board: Probation Director Terry Fawcett attended this meeting and provided an annual juvenile report.

Soil & Water Conservation District: County Administrator Minke attended this meeting and stated SWCD recently hired Water Management Technician Kirsten Barta and is in the process of hiring a forester. The No-Till Drill policy was discussed.

Chair Rossow asked for a deviation from the agenda for an update on the Household Hazardous Waste (HHW) collection day. Land Services Director Kelly Schroeder stated the initial HHW collection day was a success. HHW brochures will be made available throughout Pine County to promote this benefit to county residents.

**9. Upcoming Meetings**

Upcoming meetings were reviewed.

Chair Rossow called for a recess at 10:46 a.m. and the Board will reconvene as a Committee of the Whole.

The Board reconvened at 10:56 a.m.

**Committee of the Whole**

- A. State Senator Tony Lourey and Representative Jason Rarick provided a legislative update and stated the budget is structurally sound. Discussion was held with those present.
- B. Ann Antonsen from Springsted Inc. presented the results of the Comp and Class study that was recently completed in Pine County. Discussion was held. It was the consensus of the board to refer the results to the Personnel Committee to make recommendation to the county board.

**10. Adjourn**

With no further business, Chair Rossow adjourned the meeting at 1:04 p.m. The next regular meeting of the county board is scheduled for June 21, 2016 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

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Curtis H. Rossow, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**SUMMARY OF  
MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
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Jim Best, representing Pine County Disabled Veterans - Chapter 4, asked for county board support of the concept of a future nursing home facility for veterans on the current Pine Medical Center site.

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Approve Disbursements Journal Report, May 1, 2016 – May 31, 2016.

Approve Application for Abatement for Changing Gaits.

Approve Application for Exempt Permits:

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### **Public Hearing – Plat Book Fee**

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**Motion** by Commissioner Ludwig to approve the plat book fee of \$25 for 2016 and \$40 for 2017. Second by Commissioner Hallan. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the law enforcement security contract between Pathfinder Village and the Pine County Sheriff's Office for the period of May 19, 2016 through December 31, 2016 and authorize Board Chair to sign. Contract rate shall be \$49 per hour. Second by Commissioner Chaffee. Motion carried 5-0.

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**Motion** by Commissioner Ludwig to approve the promotion of Rodney Williamson from Jail Sergeant to Jail Administrator, grade C52, effective June 27, 2016 at an annual salary of \$64,000 and to acknowledge that this promotion process is a deviation from section 3 of the personnel policy. Second by Commissioner Chaffee. Motion carried 5-0.

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Curtis H. Rossow, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**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](http://www.co.pine.mn.us)). Copies may also be requested from the administrator's office.**



## AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**  
 Consent Agenda  
 Regular Agenda      5 mins.  10 mins.  15 mins.  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: May, 2016 Cash Balance

Department: Auditor-Treasurer

*Cathy J. Clunas*  
Department Head signature

### Background information on Item:

May, 2016 Cash Balance

### Action Requested:

### Financial Impact:

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	May 31, 2015 BALANCE	May 31, 2016 BALANCE	DIFFERENCE
1 - GENERAL	(756,779.51)	619,863.81	1,376,643.32
12 - H&HS	(1,115,204.54)	(699,706.83)	415,497.71
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22 - LAND	2,320,984.29	1,307,021.77	(1,013,962.52)
TOTAL (incl non-major funds)	\$17,342,409.89	\$19,490,052.07	2,147,642.18

CATHYJ  
6/15/16 9:30AM

\*\*\*\*\* Pine County \*\*\*\*\*  
TREASURER'S CASH TRIAL BALANCE

As of 05/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	5,428,957.68			
Receipts		518,299.97	1,906,384.75	
Disbursements		371,300.78-	2,615,180.77-	
Payroll		803,325.90-	4,386,651.02-	
Journal Entries		6,265.05-	286,353.17	
Fund Total . . . . .		662,591.76-	4,809,093.87-	619,863.81
12 Health & Human Services	420	H&Hs-Income Maintenance		
	2,204,154.92			
Receipts		165,714.76	626,982.68	
Disbursements		63,778.37-	322,293.76-	
Payroll		159,688.25-	934,712.63-	
Journal Entries		38,641.69	123,040.57	
Dept Total . . . . .		19,110.17-	507,003.14-	1,697,151.78
12 Health & Human Services	430	H&Hs-Social Services		
	1,768,235.44-			
Receipts		250,022.02	898,282.10	
Disbursements		34,555.67-	146,742.35-	
SSIS		172,588.35-	791,082.99-	
Payroll		177,845.94-	1,002,518.55-	
Journal Entries		50,954.87	218,072.57	
Dept Total . . . . .		84,013.27-	823,989.22-	2,590,224.66-
12 Health & Human Services	440	Childrens Collaborative (H&Hs)		
	0.00			
Dept Total . . . . .		0.00	0.00	0.00
12 Health & Human Services	481	Nursing-Community Health (H&Hs)		
	235,637.76			
Receipts		91,372.12	570,416.85	
Disbursements		12,069.31-	259,955.01-	
Payroll		78,077.56-	441,442.64-	
Journal Entries		0.00	7,483.39	

HHS  
-(699,706.83)

CATHYJ  
6/15/16 9:30AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 05/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total . . . . .		1,225.25	123,497.61-	112,140.15
Fund Total . . . . .	673,557.24	101,898.19-	1,454,489.97-	780,932.73-
 13 Road & Bridge Fund	 1,220,273.91			
Receipts		101,670.50	3,038,719.32	
Disbursements		111,318.97-	1,041,744.39-	
Payroll		154,709.75-	933,328.28-	
Journal Entries		1,771.00-	23,004.47	
Fund Total . . . . .		166,129.22-	1,086,651.12	2,306,925.03
 14 Ditch Maintenance (Sr) Fund	 10,770.48			
Fund Total . . . . .		0.00	0.00	10,770.48
 20 County-Wide Rehab (Sr) Fund	 189.37			
Receipts		0.00	0.01	
Journal Entries		0.00	0.01	
Fund Total . . . . .		0.00	0.02	189.39
 22 Land Management Fund	 958,116.10			
Receipts		113,006.50	491,881.97	
Disbursements		1,239.87-	9,959.92-	
Payroll		8,462.84-	47,816.98-	
Journal Entries		0.00	85,199.40-	
Fund Total . . . . .		103,303.89	348,905.67	1,307,021.77
 29 Children's Collab (H&Hs) Agency Fund	 440	Childrens Collaborative (H&Hs)		
Receipts	11,409.93	23,142.00	50,612.00	

CATHYJ  
6/15/16 9:30AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 05/2016



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		0.00	24,242.01-	
Journal Entries		4.60	20.32	
Dept Total . . . . .		23,146.60	26,390.31	37,800.24
<b>Fund Total . . . . .</b>	<b>11,409.93</b>	<b>23,146.60</b>	<b>26,390.31</b>	<b>37,800.24</b>
37 County Railroad Authority				
	5,791.19			
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>5,791.19</b>
38 Building Fund				
	86,750.49			
Disbursements		0.00	806.55-	
Journal Entries		0.00	1,870.60	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>1,064.05</b>	<b>87,814.54</b>
39 2005A G.O. Jail Bonds				
	1,079,082.29			
Disbursements		0.00	916,880.63-	
Journal Entries		0.00	27,208.86	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>889,671.77-</b>	<b>189,410.52</b>
40 2012 G.O. Courthouse Bonds				
	906,029.37			
Receipts		0.00	5.02	
Disbursements		0.00	758,625.00-	
Journal Entries		0.00	20,892.30	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>737,727.68-</b>	<b>168,301.69</b>
76 Group Health Ins Fund 5/1/95 (Gen)				
	642,284.17-			
Receipts		301,080.56	1,488,572.91	
Disbursements		316,241.67-	1,639,953.21-	

CATHYJ  
6/15/16 9:30AM

\*\*\*\*\* Pine County \*\*\*\*\*



TREASURER'S CASH TRIAL BALANCE

As of 05/2016

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		8,071.45	28,515.75	
Fund Total . . . . .		7,089.66-	122,864.55-	765,148.72-
 80 County Collections Agency Fund	 21,979.64			
Receipts		11,734.32	530,491.88	
Disbursements		7,556.50-	534,076.04-	
Journal Entries		0.00	156.80	
Fund Total . . . . .		4,177.82	3,427.36-	18,552.28
 82 Taxes And Penalties Agency Fund	 1,860,927.42			
Receipts		15,454,195.09	20,356,826.86	
Disbursements		6,272,356.42-	5,710,736.55-	
Journal Entries		0.00	370,198.95-	
Fund Total . . . . .		10,181,838.67	14,275,891.36	16,136,818.78
 84 East Central Drug Task Force Agency Fur	 98,198.03			
Receipts		42,025.49	73,983.97	
Disbursements		38,973.29-	68,733.86-	
Fund Total . . . . .		3,052.20	5,250.11	103,448.14
 89 H & Hs Collections Agency Fund	 78,568.42	801 Non-Departmental		
Receipts		134,779.65	344,796.13	
Disbursements		8,512.39-	99,960.83-	
Journal Entries		89,596.56-	279,978.06-	
Dept Total . . . . .		36,670.70	35,142.76-	43,425.66
Fund Total . . . . .	78,568.42	36,670.70	35,142.76-	43,425.66
 All Funds .....	 11,798,317.39			
Receipts		17,207,043.08	30,377,936.25	
Disbursements		6,237,903.44-	14,149,890.88-	



\*\*\*\*\* Pine County \*\*\*\*\*

As of 05/2016

CATHYJ  
6/15/16

9:30AM

TREASURER'S CASH TRIAL BALANCE

Fund	Beginning Balance	This Month	YTD	Current Balance
SSIS	172,588.35	791,062.99		
Payroll	1,382,110.24	7,746,470.10		
Journal Entries	40.00	1,242.40		
Total	9,414,481.05	7,691,734.68		19,490,052.07



## AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**  
 Consent Agenda  
 Regular Agenda    5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

*Cathy J. Clemes*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for Pine Technical & Community College Foundation to conduct Minnesota lawful gambling on October 21, 2016 at the NW Fur Post, 12551 Voyageur Lane, Pine City, MN (Pokegama 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: Pine Technical & Community College Foundation Previous Gambling Permit Number: X-36489

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 31-1666015

Mailing Address: 900 4th Street SE

City: Pine City State: MN Zip: 55063 County: Pine

Name of Chief Executive Officer (CEO): Joe Mulford

Daytime Phone: 320-629-5140 Email: MulfordJ@pine.edu

**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      Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103      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): NW Fur Post

Address (do not use P.O. box): 12551 Voyager Lane

City or Township: Pine City Zip: 55063 County: Pine

Date(s) of activity (for raffles, indicate the date of the drawing): October 21, 2016

Check each type of gambling activity that your organization will conduct:

Bingo\*  Paddiewheels\*  Pull-Tabs\*  Tipboards\*  
 Raffle (total value of raffle prizes awarded for the calendar year: \$ \_\_\_\_\_)

\* **Gambling equipment** for bingo paper, paddiewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

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

**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: \_\_\_\_\_

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

**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: \_\_\_\_\_

**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: [Signature] Date: 6/14/16

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

Print Name: \_\_\_\_\_

**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:**

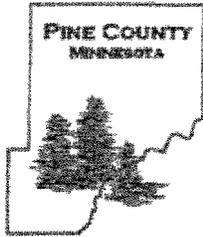
- a copy of your proof of nonprofit status, and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**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.



## AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**  
 Consent Agenda  
 Regular Agenda    5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

*Cathy J. Clemons*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for Kerrick Firefighters Relief Association to conduct Minnesota lawful gambling on November 12, 2016 at the Tavern in Duquette, 88159 State Hwy 23, Kerrick, MN (Kerrick Twp).

**Action Requested:**

**Financial Impact:**

Sent 5-18-16

MINNESOTA LAWFUL GAMBLING  
LG220 Application for Exempt Permit

5/15  
Page 1 of 2

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: Kerrick Firefighters Relief Assoc. Previous Gambling Permit Number: 192404

Minnesota Tax ID Number, if any: 2235951 Federal Employer ID Number (FEIN), if any: 20-5932129

Mailing Address: PO Box 225

City: Kerrick State: MN Zip: 55756 County: Pine

Name of Chief Executive Officer (CEO): Jamie Adamczak

Daytime Phone: 218-390-1474 Email: None

**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](http://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): Taverns in Duquette

Address (do not use P.O. box): 88159 Hwy 23

City or Township: Kerrick Zip: 55756 County: Pine

Date(s) of activity (for raffles, indicate the date of the drawing): Saturday November 12, 2016

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: \$ \_\_\_\_\_)

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

**LG220 Application for Exempt Permit**

N/15  
Page 2 of 2

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

**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 (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: 5-5-16

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

Print Name: Jamie Adamczak

**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 post marked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Money check payable to State of Minnesota.

To: Minnesota Gambling Control Board  
171 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.



# AGENDA REQUEST FORM

Date of Meeting: JUNE 21, 2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins  10 mins  15 mins  Other

Agenda Item: APPROVAL OF LICENSES

Department: AUDITOR

*Cathy J. Clemons*  
Department Head signature

**Background information on Item:**

APPROVAL OF RENEWAL OF 2 (2) 3.2 LICENSES:  
 RAY & MARGE'S RESORT  
 DUQUETTE GENERAL STORE  
 APPROVAL OF A NEW TOBACCO LICENSE  
 BEAR'S DEN

**Action Requested:**

**Financial Impact:**



## AGENDA REQUEST FORM

Date of Meeting: 6-21-16

- County Board**  
 Consent Agenda  
 Regular Agenda      5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

*Cathy J. Clammer*  
Department Head signature

**Background information on Item:**

Resolution for repurchase of tax forfeited land on a 10 year contract for  
Joshua J. Hiler

**Action Requested:**

Approve Resolution

**Financial Impact:**

None

**RESOLUTION 2016-31**

WHEREAS, Joshua J. Hiler, the former owner, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

That part of the Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4), Section Thirty-two (32), Township Forty-three (43), Range Nineteen (19) described as follows: Beginning at the NE1/4 corner of said NE1/4 of SE1/4; thence South 16 rods; thence West 10 rods; thence North 16 rods; thence East 10 rods to point of beginning  
PID #25.0342.000

and WHEREAS, said applicant has submitted the required application for repurchase to the Pine County Auditor:

and

and WHEREAS, this Board is of the opinion that said application should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Joshua J. Hiler, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 21<sup>st</sup> day of June, 2016

Attest:

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Pine County, Minnesota

\_\_\_\_\_  
County Auditor



## AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**  
 Consent Agenda  
 Regular Agenda    5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

*Cathy J. Chomley*  
Department Head signature

### Background information on Item:

Resolution for repurchase of tax forfeited land in full for Kemp T. and Dawn M. Terry Jr.

### Action Requested:

Approve Resolution

### Financial Impact:

None

**RESOLUTION** 2016-32

WHEREAS, Kemp T. & Dawn M. Terry Jr, the former owners, have made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

*Lot 52, Block 1 Pathfinder Village 11<sup>th</sup> Addition  
Parcel 09.6227.000*

and WHEREAS, said applicant has submitted the required application for repurchase to the Pine County Auditor:

and

and WHEREAS, this Board is of the opinion that said application should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Kemp T. & Dawn M. Terry Jr, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 21<sup>st</sup> day in June, 2016.

Attest:

\_\_\_\_\_  
Chairman, Board of County Commissioners  
Pine County, Minnesota

\_\_\_\_\_  
County Auditor



# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
  - Consent Agenda
  - Regular Agenda
- Personnel Committee
- Other \_\_\_\_\_

5 mins  10 mins  15 mins  Other

Agenda Item: Recount Grant Agreement - Primary and General Elections

Department: Auditor-Treasurer

*Cathy J. Clemons*  
Department Head signature

### Background information on Item:

In preparation of potential recounts for the Primary and General Elections, Pine County will enter into a Recount Grant Agreement with the Secretary of State to reimburse the County \$.04 for each ballot handled in the course of any recount should it occur.

### Action Requested:

Authorize execution of the Primary Election and General Election Grant Agreements by the County Board Chair and County Auditor-Treasurer

### Financial Impact:

STATE OF MINNESOTA  
JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Contractor").

Recitals

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2016 primary election, as necessary for state offices. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* September 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

2 Agreement between the Parties

The Contractor will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Contractor is the County Auditor and in any additional jurisdiction mutually agreed upon by Contractor and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2016 Recount Guide, all of which are attached to this contract as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The primary election recount will begin on August 17, 2016 at 9:00 A.M., and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this contract immediately and without any further cause. The State and Contractor agree that this process will be completed on August 19, 2016 for any primary election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

3. Payment

- a) *Compensation.* The Contractor will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Contractor's jurisdiction. The Contractor will submit a log of all ballots handled to State to verify the total.
- b) *Travel.* No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$ 50,000 for all Contractors for the primary election.

4. Authorized Representatives

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the contract.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **Amendments.** Any amendment 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.

5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. **Liability**

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7. **Termination**

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

Signatures for this agreement are being obtained by the signing of counterparts. Each Contractor will sign signature block #3 and return the entire agreement document to Jenny Kurz, Office of the Secretary of State, 60 Empire Drive, Suite 100, Saint Paul MN 55103-2141.

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jenny Kurz  
Date: 6/8/16

SWIFT Contract No. 110412 SWIFT PO 1831

2. **GOVERNMENTAL UNIT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

3. **STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: DIRECTOR OF OPERATIONS  
Date: 6-10-16

4. **COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**APPENDICES ATTACHED:**

**APPENDIX A – List of Participating Jurisdictions**

**APPENDIX B – Minnesota Statutes Relating to Recounts**

**APPENDIX C – Minnesota Rules Relating to Recounts**

**APPENDIX D – Minnesota 2016 Recount Guide**

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Contractor").

**Recitals**

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2016 general election, as necessary for state offices. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* November 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

**2 Agreement between the Parties**

The Contractor will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Contractor is the County Auditor and in any additional jurisdiction mutually agreed upon by Contractor and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2016 Recount Guide, all of which are attached to this contract as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The general election recount will begin on November 30, 2016 at 9:00 A.M. and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this contract immediately and without any further cause. The State and Contractor agree that this process will be completed on December 5, 2016 for any general election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

**3. Payment**

- a) *Compensation.* The Contractor will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Contractor's jurisdiction. The Contractor will submit a log of all ballots handled to State to verify the total.
- b) *Travel.* No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$120,000 for all Contractors for the general election.

**4. Authorized Representatives**

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the contract.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 *Amendments.* Any amendment 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.
- 5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Liability

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

Signatures for this agreement are being obtained by the signing of counterparts. Each Contractor will sign signature block #2 and return the entire agreement document to Jenay Kurz, Office of the Secretary of State, 60 Empire Drive, Suite 100, Saint Paul MN 55103-2141.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jenay Kurz  
Date: 6/8/16

SWIFT Contract No. 110414 \_\_\_\_\_ SWIFT PO 1832 \_\_\_\_\_

2. GOVERNMENTAL UNIT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

3. STATE AGENCY

By: Jenay Kurz  
(with delegated authority)  
Title: DIRECTOR OF ELECTRONICS  
Date: 6-10-16

4. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**APPENDICES ATTACHED:**

**APPENDIX A -- List of Participating Jurisdictions**

**APPENDIX B -- Minnesota Statutes Relating to Recounts**

**APPENDIX C -- Minnesota Rules Relating to Recounts**

**APPENDIX D -- Minnesota 2016 Recount Guide**



# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins.  10 mins.  15 mins.  Other

Agenda Item: Donations

Department: Sheriff

*[Handwritten Signature]* *Chief Deputy*  
 Department Head signature

### Background information on Item:

Donations for the K-9 program were received as follows:  
 Susan K and Douglas Beckstrand \$1,000.00  
 Knights of Columbus Pine City Council #2357 \$1,000.00  
 WE-Pay (Go find me donations for Race for the K-9) \$45.75

### Action Requested:

Acknowledge donations and accept for the Sheriff's K9 program

### Financial Impact:



# AGENDA REQUEST FORM

Date of Meeting: 06/21/2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins.  10 mins.  15 mins.  Other

**Agenda Item:** Contract between HHS and TSA for access to child psychiatry services

**Department:** HHS

Rebecca Ross  
Department Head signature

### Background information on Item:

Therapeutic Services Agency (TSA) has been providing regional access to child and adolescent psychiatry services since last year. This is a much needed service in the region and across the state. Reimbursements for providing this service fall below the cost of the service. In order to continue to have access to child and adolescent psychiatry services, Pine County HHS would like to enter into this contract with TSA to help support the service for the benefit of county residents. The contract is for a period of eight months (May 1, 2016 through December 31, 2016). The county will be billed \$1,000 per month for the duration of the contract and will be provided data regarding the services. TSA has provided preliminary information to HHS that supports the need for continued access to the services.

The County Attorney's Office has reviewed the contract.

### Action Requested:

Approve the contract between Therapeutic Services Agency and Pine County Health and Human Services.

### Financial Impact:

\$8,000- there are funds in the budget to cover the cost of this contract.

**CONTRACT BETWEEN PINE COUNTY HEALTH & HUMAN SERVICES  
AND  
THERAPEUTIC SERVICES AGENCY, INC. - PSYCHIATRY SERVICES**

THIS AGREEMENT, is made and entered into by and between the, County of Pine Board of Commissioners, through Pine County Health & Human Services, (hereinafter referred to as COUNTY), 315 Main St S., Ste 200, Pine City MN 55063 and Therapeutic Services Agency, Inc., (hereinafter referred to as CONTRACTOR), 220 Railroad Street SE, Pine City MN 55063.

**WHEREAS**, Minnesota Statute 245.487 through 245.488 establish the Minnesota Comprehensive Children's Mental Health Act; and

**WHEREAS**, the CONTRACTOR warrants that they are appropriately qualified, licensed and based upon training in areas specifically related to Child Psychiatry Services; and

**WHEREAS**, the COUNTY through its Health & Human Services Department wishes to purchase the services of CONTRACTOR to develop and ensure access to Child Psychiatry Services; and

**NOW, THEREFORE**, in consideration for the mutual undertakings and agreements hereinafter set forth, the COUNTY, through its Health & Human Services Department, and the CONTRACTOR agree as follows:

**I. Term of Agreement**

The CONTRACTOR agrees to furnish services to the benefit of the COUNTY during the period commencing May 1, 2016, and terminating December 31, 2016 irrespective of the date of signature/execution below.

**II. Services to be Provided and Reporting**

- A. Child Psychiatry Services on a weekly basis at a rate of one day per week at the Cambridge satellite office.
  
- B. In partnership, the COUNTY and CONTRACTOR will oversee the eligibility criteria, the referral process, services for treatment, and reporting process.

**III. Cost of the Agreement/Billing Instructions**

Child Psychiatry Services will be billed monthly by the CONTRACTOR to the COUNTY for services to the uninsured/underinsured population not to exceed \$8,000.00.

**IV. Payment of Services**

Payment for services shall be made directly to the CONTRACTOR within 35 days of COUNTY's receipt of the said invoice, pursuant to Minnesota Statute 471.425. Subd.2.

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

**V. Indemnification and Insurance**

A. CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all times during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the contractor exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis

1. Commercial General Liability Insurance

a. \$500,000 per claimant/\$1,500,000 per occurrence/\$1,500,000 annual aggregate.

2. Automobile Insurance (if vehicles are used to conduct this contract)

a. Coverage shall be provided for hired, non-owned and owned auto.

b. Minimum limits \$500,000 per claimant/\$1,500,000 occurrence/\$1,500,000 annual aggregate.

3. Worker's Compensation and Employer's Liability as required by Minnesota Law,

4. Professional Liability/Errors and Omissions Coverage

a. Per Claim Limit: \$1,500,000

b. Per Person: \$500,000

5. Bonding: The CONTRACTOR will be required to maintain at all times, during the terms of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract.

6. The Contractor shall hold harmless from and indemnify the County against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the Contractor or by any of his/her sub-Contractors, in any capacity during the progress of the work, whether by negligence or otherwise.

B. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the COUNTY.

C. Prior to the effective date of this contract, and as a condition precedent to this contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.

**VI. Compliance with Laws/Standards**

- A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
  
- B. The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the CONTRACTOR is responsible.
  - 1. By signing this contract, the CONTRACTOR certifies that it and its principals and its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or County; and have not within a three-year period preceding this contract:
    - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b. violated any federal or state antitrust statutes; or
    - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  
  - 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b. violating any federal or state antitrust statutes; or
    - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  
  - 3. Are not aware of any information and possess no knowledge that any sub Contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
  
  - 4. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**VII. Conditions of Contractors' Obligation**

- A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership,

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

organizational structure, board of director membership, and/or chief operating officers within thirty (30) days after occurrence.

- B. It is understood and agreed that in the event the funding to the COUNTY from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within 10 days notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.
- D. Either party may cancel this CONTRACT with or without cause upon ninety (90) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to Director, Pine County Health & Human Services, 315 Main St S., Ste 200, Pine City MN 55063
- E. Before the termination date of this Contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this contract.
- F. The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this contract, the COUNTY may terminate this contract after notice has been provided to the CONTRACTOR's designated agent.

**VIII. Independent Contractor**

- A. The CONTRACTOR is an independent contractor and neither the position nor the work of the CONTRACTOR shall cause the CONTRACTOR to be construed as an employee in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.
- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

- C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

**IX. Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

**X. Records-Availability and retention**

- A. Pursuant to Minnesota Statute §16C.05 subd.5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Contract.
- B. CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.
- C. CONTRACTOR will maintain client and placement records according to business standard practices.

**XI. Audit and Record Disclosures**

The CONTRACTOR agrees to:

- A. Maintain all records pertaining to the Contract at address of CONTRACTOR for six (6) years for audit purpose.
- B. The CONTRACTOR shall furnish information to the COUNTY as requested regarding fees collected and the fee source for the uninsured population.

**XII. Contractor Qualifications and Training**

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to hire in accordance with Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.
- F. All recipients 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes 626.557. Contractors must follow all reporting requirements. Contractors must also show that staff training is completed in the areas of what must be reported, local common entry point contracts, and follow-up within the Contractor agency.
- G. Contractors who provide services to recipients under the age of 18 must comply with maltreatment reporting requirements as defined in Minnesota Statutes 626.556.

**XIII. Subcontracting**

CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. With regard to any subcontractors so retained the CONTRACTOR shall be responsible for the performance under this Contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes 471.425, Subd. 4a.

**XIV. Nondiscrimination**

During the performance of this Agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

**XV. Representatives**

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted by the County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

County Designee: Rebecca Foss, Director  
Pine County Health & Human Services  
315 Main St S., Ste 200  
Pine City MN 55063  
320-216-4104

Contractor Designee: Cheryl Smetana McHugh, Executive Director  
Therapeutic Services Agency, Inc.  
220 Railroad Street SE  
Pine City MN 55063  
320-629-7600

**XVI. Modifications**

Any alterations, variations modifications, or waivers of provisions of this agreement must be valid only when they have been reduced in writing, duly signed, and attached to the original of this agreement.

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

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this agreement, effective May 1, 2016 irrespective of the dates of the signatures, certifies that the appropriate person have execute tie Contract, as required by applicable articles, by-laws resolutions and ordinances.

PINE COUNTY HEALTH & HUMAN SERVICES  
& TSA, INC. - Child Psychiatry Services  
2016

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

\_\_\_\_\_  
Executive Director, Therapeutic Services Agency

\_\_\_\_\_  
Date

P\CONTRACT\2016\TSA, Inc.Child Psychiatry Services.doc  
6/13/2016



# AGENDA REQUEST FORM

Date of Meeting: 06/21/2016

- County Board**
  - Consent Agenda
  - Regular Agenda
- 5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Approve hire of child protection social worker

Department: HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

The Pine County Board of Commissioners previously approved HHS to hire a child protection social worker after the resignation of Kristen Schroeder. Interviews were held on June 2, 2016. The position has been offered to and accepted by Malisa Tollefson. Malisa is able to begin her position with Pine County Health and Human Services on June 22, contingent on the results of her background check. She will start at Step 1, C42 (\$20.74/hour).

### Action Requested:

Approve the hiring of Malisa Tollefson as a Social Worker, effective June 22 (\$20.74/hour).

### Financial Impact:

This position was included in the 2016 HHS budget.



# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins.  10 mins.  15 mins.  Other

Agenda Item: Bailey Ballou promotion to full-time Correction's Officer

Department: Jail

*[Handwritten Signature]*  
 Department Head signature

### Background information on Item:

Acknowledge Correction's Officer Bailey Ballou promotion to Full-time status effective June 26, 2016. No change in grade or wage.

Position was approved by the Personnel Committee on April 12, 2016

### Action Requested:

Acknowledge and approve the promotion of part time Corrections Officer Bailey Ballou to Full Time Corrections Officer

### Financial Impact:

None, position is part of the approved staffing plan and budget for 2016.



# AGENDA REQUEST FORM

Date of Meeting: June 21st, 2016

- County Board**
    - Consent Agenda**
    - Regular Agenda**
  - Personnel Committee**
  - Other** \_\_\_\_\_
- 5 mins.  10 mins.  15 mins.  Other

Agenda Item: MNCITLA Conference

Department: IT Dept

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

Consider IT Supervisor Ryan Findell to attend the 2016 MNCITLA Annual Conference, July 13th-15th 2016 in Granite Falls Minnesota.

### Action Requested:

### Financial Impact:

Registration and Lodging included with Membership Fee  
Mileage Approx. \$187  
Funds are available in the 2016 IT budget



# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
  - Consent Agenda**
  - Regular Agenda**      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Appraisal Certification Courses

Department: Land Services

  
Department Head Signature

### Background information on Item:

Minnesota Rules 1950.1020 requires all persons employed as an appraiser to be licensed as qualified by the State Board of Assessors. New hires are given three years from the date of employment to obtain their required license (Certified Minnesota Assessor). The coursework for the license includes four weeklong courses as follows:

- 1.) Assessment Laws & Procedures (Sponsored by the Minnesota Department of Revenue)
- 2.) Appraisal Principles (Sponsored by the Minnesota Association of Assessing Officers)
- 3.) Appraisal Procedures (Sponsored by the Minnesota Association of Assessing Officers)
- 4.) Mass Appraisal (Sponsored by the Minnesota Association of Assessing Officers)

### Action Requested:

Consider Molly Benoit, Property Appraiser to attend Appraisal Principles, Appraisal Procedures, and Mass Appraisal to complete her Certified Minnesota Assessor License requirements. The courses are offered in St. Cloud during August and September. Appraisal Principle and Appraisal Procedures are 4-day courses, where mass Appraisal is a 5-day course.

### Financial Impact:

The cost of each course is \$430. Additionally, there will be expense for hotel accommodations (3 nights for Appraisal Principles and Appraisal Procedures and 4 nights for Mass Appraisal) of \$830 (plus taxes) and up to \$150 in meal reimbursement expenses (dinner only, breakfast and lunch as included with the registration). A county vehicle will be used, so no mileage will be incurred. All expenses are within the 2016 Assessor's office budget.

**MINUTES**  
Of  
**Pine County Facilities Committee Meeting**  
**Wednesday, June 1, 2016, 9:00 a.m.**  
**Pine County Courthouse**  
**Pine City, Minnesota**

**Members present:** Commissioner Matt Ludwig, Commissioner Josh Mohr

**Others Present:** County Engineer Mark LeBrun, County Administrator David Minke, Chief Deputy Paul Widenstrom, Office Manager Denise Baran.

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

**Motion** by Commissioner Mohr to approve the Agenda as amended. Second by Commissioner Ludwig. Motion Carried 2-0.

**Motion** by Commissioner Mohr to approve the Minutes of the May 4, 2016 meeting. Second by Commissioner Ludwig. Motion Carried 2-0.

**1. City of Pine City Lease/Purchase of Pine Government Center**

The committee discussed the request from Pine City to purchase the Pine Government Center at 315 Main Street, Pine City. The city requested a sale price for both the main floor and for the purchase of the entire building. It was the consensus of the committee to (1) request further information from the city as to their ideas for management structure of the property if a floor is sold, as well as the city's ideas for terms to lease space back to the county, (2) offer to maintain the rent at \$50,000 for 2017, 2018, and 2019 to give the parties more opportunity to consider options, including the possibility of a long-term lease from the county to the city.

**2. Current Projects Update.**

Earth work has started on the garage site at the courthouse. The sunshade installation at the courthouse is complete. The blinds are performing well.

**3. Sheriff's Office Impound Lot**

At the September 2, 2015 Facility Committee meeting, the committee discussed improvements at the impound lot in Sandstone, with more information on lighting to be discussed at a future meeting. The information on lighting was presented to the committee. Several options for adding lighting to the lot were discussed with costs ranging from \$1,400 to \$16,200. In addition to the lighting, cameras and a security system were discussed.

It was the consensus of the committee to install a camera system at the existing lot at a cost of approximately \$1,000. Additionally, the use of the parking lot at the John Wright building as a future impound lot will be explored. In the future, it may be possible to use the warehouse portion of the building as an indoor secure vehicle storage area, and the office space in the building as the Sheriff's Sandstone Station.

**4. Land, Veterans, SWCD Building in Sandstone**

The Soil and Water Conservation District has requested the installation of a door into the small conference room to allow the SWCD to use the conference room when the Veterans office is closed.

It was the consensus of the committee that the county administrator should meet with Jill Carlier to review and better understand the SWCD request.

With no further business, the committee adjourned at 10:30 a.m.

**PINE COUNTY PERSONNEL COMMITTEE**  
**Minutes**  
**June 14, 2016 9:30 am**  
**Administrator's Conference Room, Pine County Courthouse**  
**Pine City, Minnesota**

**Members Present: Commissioner Ludwig, Commissioner Hallan**

**Others Present: Acting County Administrator Kelly Schroeder, Probation Director Terry Fawcett, Sheriff Jeff Nelson, Jail Administrator Rick Boland, Jail Sergeant Rodney Williamson, County Attorney Reese Frederickson, and Human Resources Manager Connie Mikrot**

- A. Meeting was called to order at 9:30 am.
  - B. Motion made by Commissioner Ludwig to approve the minutes from the May 10, 2016 Personnel Meeting. Second by Commissioner Hallan. Motion passed 2-0.
  - C. Motion made by Commissioner Hallan to approve June 14, 2016 agenda. Second by Commissioner Ludwig. Motion passed 2-0.
1. Probation
    - a. Motion made by Commissioner Hallan to acknowledge the resignation of Corrections Agent Karly Kostich effective June 10, 2016 and authorize backfill of the position effective June 20, 2016 to allow new hire to attend three-day Level of Service/Case Management training, with board ratification of hire on June 21, 2016. Second by Commissioner Ludwig. Motion passed 2-0.
  2. Jail
    - a. Motion made by Commissioner Hallan to acknowledge the retirement of Jail Administrator Rick Boland effective June 17, 2016. Second by Commissioner Ludwig. Motion passed 2-0.
    - b. Motion made by Commissioner Hallan to approve backfill Jail Sergeant position left vacant by Rodney Williamson's promotion to Jail Administrator, and backfill any subsequent vacancies that may occur from internal promotions. Second by Commissioner Ludwig. Motion passed 2-0.
    - c. Motion made by Commissioner Hallan to acknowledge the resignation of part-time Corrections Officer Kelly Swenson effective June 3, 2016 and authorize backfill of the position. Second by Commissioner Ludwig. Motion passed 2-0.
    - d. Motion made by Commissioner Ludwig to add one (1) part-time Court Security Officer at \$13.67 (Grade B22) due to increase in Pine County District Court judge coverage. Second by Commissioner Hallan. Motion passed 2-0.
    - e. Discussion held on Jail staffing levels and challenges to be fully staffed due to turnover, length of training for new hires, and unplanned FMLA absences. Rodney Williamson will put numbers together on cost of overtime vs. adding a position and bring to future personnel meeting.

3. Administration
  - a. Motion made by Commissioner Ludwig to adopt policy changes to Section 10 of the Pine County Personnel and Procedures as presented. Second by Commissioner Hallan. Motion passed 2-0.
4. Other
  - a. Discussion held on preliminary results presented on Class and Compensation study by Springsted. Connie Mikrot will present additional options for implementation and associated expense with each option to July personnel meeting.
5. Adjourn

Meeting adjourned at 10:40 am.



# AGENDA REQUEST FORM

Date of Meeting: 06/21/2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins  10 mins  15 mins  Other

Agenda Item: Introduction of Kathy Filbert

Department: HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

HHS would like to take a few minutes and introduce Kathy Filbert to the Pine County Board of Commissioners. Kathy's first day at HHS was May 31. Kathy comes to Pine County with twelve years experience in public health, both as a front-line home visitor and as a management member. Kathy will be very instrumental in helping to shape the future of Pine County Public Health. Back in February, developing and supporting Pine County Public Health leadership and infrastructure was listed as a top priority. With Kathy on board, we have taken a big step in meeting that objective.

### Action Requested:

N/A

### Financial Impact:

N/A

**PINE COUNTY PUBLIC HEALTH PLANNING COMMITTEE**

**Minutes**

**June 14, 2016, 8:00 a.m.**

**County Board Room, Pine County Courthouse  
Pine City, Minnesota**

Members: Commissioner Hallan, Commissioner Ludwig  
Commissioner Chaffee excused absence

Others Present: Acting County Administrator Kelly Schroeder; County Attorney Reese  
Frederickson; Health and Human Services Director Becky Foss; CHS Manager/Family  
Health Supervisor Kathy Filbert; Nurse Supervisor Lori Fore.

Commissioner Ludwig called the meeting to order at 8:00 a.m.

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

**Motion** by Commissioner Hallan to approve the minutes of the May 10, 2016 Public Health  
Planning Committee meeting . Second by Commissioner Ludwig. Motion passed 2-0.

Kathy provided an introduction and vision of herself to the committee. Kathy described her  
vision as to build a public health agency that supports the needs of the community with the  
guidance of the 10 essentials of public health. She also provided the insight that we need to look  
at moving towards a public health system which has strong collocation with community partner.

Her goals for the next 6-8 months include to develop a strong working relationship with  
administration, provide a smooth transition to a single Community Health Board, develop a 2017  
budget, and to support staff to do their best work by getting a better understanding of the staff's  
strengths and weaknesses. Kathy's long term goals are to structure staffing to maximize grants,  
learn about leadership, develop and assemble reports to provide data to tell the public health  
story, work through the Healthy Family American accreditation and implement the necessary  
practice changes, and to develop an annual report template and structure.

Kathy outlined six action steps which she will take to attain these goals: attend the MDH  
orientation June 23 and 24, 2016, to build relationships within the community, meeting with staff  
in 1:1, reach out to Wendy at Kanabec to ensure a smooth transition, beginning to work with  
Administration to develop the 2017 budget, and continue attending local and region meeting to  
have a presence and build a solid base. She also noted several items which are important to her:  
staff, having a well-rounded engaged team, a macro picture of public health, continue selling  
prevention, emergency preparedness, ACES, and health equity.

**Motion** by Commissioner Hallan to recommend the resolution creating the Pine County  
Community Health Board (PCCHB) to the Pine County Board. Second by Commissioner  
Ludwig. Motion passed 2-0. It was discussed if the committee/county board had passed a  
resolution for an interim CHB so grants could be applied for before the actual CHB is established  
(January 1, 2017). Becky will check into this and if it has not, it will come before the County  
Board at their next meeting.

**Motion** by Commissioner Hallan to recommend approval of the PCCHB Bylaws. Second by Commissioner Ludwig. Motion passed 2-0.

**Motion** by Commissioner Ludwig to appoint Kathy the Agency and Community Health Administrator of the PCCHB once it is formed. Second by Commissioner Hallan. Motion passed 2-0.

Becky discussed that once we become our own CHB we will need to appoint a medical director and noted that Dr. Bostrom at FirstLight is currently the medical director for the joint board. It was discussed that with the different health systems in the county, it might be wise to have an application process or at least reach out to all the health systems to gauge the level of interest. Becky will start of conversations.

Pine County will need to look at getting more licenses for Nightingale Notes after the separation. Lori is working through getting quotes and ensuring the department is getting the maximum amount of licenses that we are currently paying for.

The discussion of separation of finances needs to stay at the forefront of the conversation after the separation. Becky noted we will need to rely on the fiscal staff to assist with this.

Becky provided an overview of the current MIECHV grant and noted that the current grant runs through February 28, 2017. Therefore Pine will still work with Kanabec through that period even though we will have separated. There is also a new RFP available beginning January 1, 2017 which Becky and her team are working with partnering with Mille Lacs County and the Mille Lacs Band of Ojibwe for this application.

Becky noted the only open position is a public health educator on the SHIP team. Interviews were conducted May 27, 2016 and an offer extended to an individual.

Kathy and David have committed to attending the MDH Orientation June 23 and 24<sup>th</sup>. It is important to have a presence at this orientation, therefore commissioners are encouraged to attend. Commissioner Hallan will check his schedule and determine if he can attend one day.

Future committee agenda/discussion topics:

- Foods, pools, and lodging discussion with Kathy and MDA
- Public Health Nuisance Policy and Procedure.

With no further business, motion by Commissioner Ludwig to adjourn the meeting. Second by Commissioner Hallan. Motion passed 2-0.

With no further business the meeting adjourned at 9:15 a.m.



## AGENDA REQUEST FORM

Date of Meeting: 06/21/2016

- County Board**  
 Consent Agenda  
 Regular Agenda      5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Resolutions pertaining to Pine County Public Health

Department: HHS

*Robertson*  
Department Head signature

### Background information on Item:

In order to be prepared to provide services to Pine County as a single-county Community Health Board, there has to be a resolution creating a Community Health Board. In previous meetings (Board meeting and Pine County public health planning meetings), there have been discussions and agreement that the recommendation would be for the Pine County Board of Commissioners to serve as the Pine County Community Health Board. Resolution 2016-29 allows for the creation of the Community Health Board, both on an interim basis, and then as an official basis effective 1/1/2017. If the resolution is approved, the Pine County Board of Commissioners would serve as the Pine County Community Health Board. The Community Health Board is also responsible for appointing a Community Health Administrator. Resolution 2016-30 would appoint Kathy Filbert as the Community Health Administrator. Ms. Filbert meets the requirements of a Community Health Administrator.

### Action Requested:

Adopt and approve resolution numbers 2016-29 and 2016-30.

### Financial Impact:

N/A

**RESOLUTION 2016- 29**

**Creating a Pine County Community Health Board**

**WHEREAS**, the Pine County Board of Commissioners desires to ensure the public health of county residents, provide Community Health Services, and effectively implement Minnesota Statutes 145A (the Local Public Health Act); and

**WHEREAS**, The Pine County Board of Commissioners has evaluated the various methods to provide Community Health Services under the law; and

**WHEREAS**, Pine County possesses the infrastructure to provide Community Health Services as a single-county Community Health Board;

**NOW, THEREFORE, BE IT RESOLVED** that on January 1, 2017 there is created in Pine County a Pine County Community Health Board (PCCHB) under Minnesota Statutes 145A.

**BE IT FURTHER RESOLVED** that the PCCHB shall consist of the County Commissioners for Pine County.

**BE IT FURTHER RESOLVED** that between the adoption of this resolution and January 1, 2017, the Pine County Board of Commissioners shall also become the Interim Pine County Community Health Board, so that Pine County is prepared to implement public health services as its own Community Health Board as of January 1, 2017. Further, staff and commissioners are directed to take such actions as are necessary to ensure that Pine County is prepared to provide for Community Health Services.

Dated this \_\_\_ day of \_\_\_, 2016.

---

Curtis H. Rossow, Chair  
Pine County Board of Commissioners

Attest:

---

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

**RESOLUTION 2016-30**

**Appointment of Agent for Pine County Community Health Board**

**WHEREAS**, Pine County has established a Community Health Board "Board" under Minnesota Statutes 145A; and

**WHEREAS**, it is useful and convenient to appoint an agent of the board to act on the board's behalf and to carry out the intentions of the Board

**NOW, THEREFORE, BE IT RESOLVED** that Kathy Filbert, being employed by Pine County and meeting the requirements of a Community Health Administrator in the State of Minnesota is hereby appointed to:

- A) Serve as the Community Health Services Administrator and Board's agent according to Minnesota Statute 145A.04, Subd. 2, in communicating with the Commissioner of Health, including receiving information from the Commissioner and disseminating that information to the Board as well as providing information to the Commissioner on the Board's behalf.
- B) To sign and submit to the Commissioner the required written components of the Local Public Health Act including identification of local priorities, progress reports and budgets according to Minnesota Statutes 145A.04, Subd. 1(a).
- C) To submit grant applications, sign and execute contracts on behalf of the Board for funding opportunities administered by the Department of Health and other entities.
- D) To review, approve and submit invoices for payment on behalf of the Board for activities administered by the Department of Health and other entities.

This resolution authorizes the above named individual to act on behalf of and bind the Board to the extent and for the purposes indicated in this resolution and to the extent allowed by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_, Chair  
Pine County Community Health Board

Commissioners

Attest:

\_\_\_\_\_  
David J. Minke, Secretary to the Pine County Community Health Board  
County Administrator



# AGENDA REQUEST FORM

Date of Meeting: June 21st, 2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins  10 mins  15 mins  Other

Agenda Item: Human Resource Information Software

Department: Administration

Gonnie Mikrot - HR Manager  
Department Head signature

### Background information on Item:

Pine County has time consuming paperwork trail process for Human Resources (HR) functions including administrating job postings, applicant tracking, onboarding new hires, benefit enrollment, and employee form requests.

A Human Resources Information System (HRIS) software program would greatly improve efficiencies by electronically tracking employee data in one location for ease of accessing information, as well as submitting electronic files to various reporting agencies. Employees will also have electronic access to their timesheet, accrual, and benefit information on a customizable level, can engage in their benefit selections, and can spend less time entering timesheet data, requesting time off, and searching for information, while providing an audit trail to record modified and approved information at each level.

The County Administrator, HR Manger, and IT Manager researched neo.gov, ADP, and Kronos HRIS software programs, and found Kronos to have the best module design that is economical and a user-friendly program to meet our HR and county wide employee needs.

### Action Requested:

Approve the acquisition of Kronos Workforce Ready HR system at an annual cost of \$23,925 with a one time set up fee of \$6,000 with the final contract subject to review and approval of the County Attorney.

### Financial Impact:

Workforce Ready Time Keeping, Accruals, HR and ACA Manager totaling \$23,925 annually  
Monthly cost starts 90 days after contract is signed.  
Funds are available in the 2016 Administration budget.

Workforce Ready One Time Setup Fee is \$6,000  
Setup funds are available in the 2016 IT budget totaling \$6,000



# Workforce Ready Order Form

Date: 4/11/2016  
Version #: 0  
Expires: 6/30/2016

Customer PO #:  
Salesperson: Dave Heald

Bill To: Attn: Connie Mikrot  
Pine County  
635 Northridge DR NW #200  
Pine City, MN 55063

Ship To: Attn: Connie Mikrot  
Pine County  
635 Northridge DR NW #200  
Pine City, MN 55063

FOB: Shipping Point  
Shipping Method: FedEx Ground  
Currency: USD  
Payment Terms: N30

Solution ID: 0  
Email Contact: connie.mikrot@co.pine.mn.us  
Phone #: 320-591-1622

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

Initial Term: One Year  
Billing Start Date: 90 days from execution of Order Form  
Renewal Term: One Year  
Payment Terms: Net 30  
Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
SaaS Services for WFR: Monthly in Arrears  
Professional Services: Fixed Fee, 100% at Signing

### SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	275	\$3.15	\$866.25
Workforce Ready Accruals	275	\$0.63	\$173.25
Workforce Ready HR	275	\$3.15	\$866.25
Workforce Ready ACA Manager	275	\$0.32	\$88.00
<b>Minimum Monthly Total:</b>			<b>\$1,993.75</b>

### Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$6,000.00
<b>Total Price:</b>	<b>\$6,000.00</b>

### Quote Summary

Item	Total Price
Minimum Monthly Fee	\$1,993.75
Minimum Annual Fee	\$23,925.00
One Time Setup Fees	\$6,000.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

### Pine County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com

## Benefits of Implementing Kronos Software for Pine County

### Employees

- Web-based access from computer or smart phone
- View current and historic time sheets
- View accrual balances
- Request time off
- View & track benefit information
- Access forms
- Provides autonomy for employees to engage in monitoring and managing their employment and benefit information
- Reduces time spent on manually tracking down information
- More time spent on job-related responsibilities, adding value to our Pine County Services

### Supervisor/Manager

- Web-based access allows supervisors to view employee information on the go, at any time
- View current wage and status dates
- Track trainings
- Performance management tracking including notes, appraisals, goals, incidents, and discipline
- Attendance management, automated time off approval/denial, OT reports
- Automatic emails reminders for tasks including when performance reviews and timesheet approvals are due
- Streamline documentation side of employees and focus on managing your employees

### Human Resources

- One place of record for workforce management
- Easy tracking of union rules for 10 labor agreements plus non-union rules
- Information flows from module to module, eliminating the need for re-keying data, and reducing human error, eliminating time consuming and costly mistakes
- User-friendly online application process which creates workflow to-do list when application changes to hire status
- New hire paperwork can be completed before the employee's first day, allowing more time for orientation and on-boarding process
- Compliance reports for OSHA, ACA, EEOC, FMLA, DOL
- HR function can shift focus from administrative paper pushing to proactive employee recruitment, retention, staff development, and succession planning.

## **KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

Pine County ("Customer") and Kronos agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

### **1. DEFINITIONS**

**"Agreement"** means these terms and conditions and the Order Form(s).

**"Application(s)"** or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement. **"Billing Start Date"** means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

**"Confidential Information"** means any non-public information of a party or its Suppliers relating to such entity's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

**"Customer Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

**"Documentation"** means technical publications published by Kronos relating to the use of the Services.

**"Educational Content"** has the meanings ascribed in Section 7.3.

**"Equipment"** means the Kronos equipment purchased or rented by Customer under this Agreement.

**"Initial Term"** means the initial term of the Services as indicated on the Order Form.

**"Minimum Contract Value"** means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

**"Monthly Service Fee(s)"** means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

**"Order Form"** means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

**"Personally Identifiable Data"** means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

**"Renewal Term"** means the renewal term of the Services as indicated on the Order Form.

**"Services"** means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

**"Supplier"** means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

**"Term"** means the Initial Term and any Renewal Terms thereafter.

## **2. TERM**

**2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

**2.2** Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

**2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.5** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

(c) No more than thirty (30) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;

(d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and

(e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

## **3. FEES AND PAYMENT**

**3.1** Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

**3.2** The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form or subject to Section 17.9 below. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly

period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

**3.4** If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

**3.5** At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

**3.6** Customer agrees that except if Customer terminates for material breach of the Agreement by Kronos, if Customer has not paid the Minimum Contract Value to Kronos prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, Customer shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fees then paid by Customer for the Initial Term or Renewal Term, as applicable, and the Minimum Contract Value.

#### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

**4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

## **5. ACCEPTABLE USE**

**5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

**5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

## **6. CONNECTIVITY AND ACCESS**

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met.

Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

**7.2 Standard Support.** Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

**7.3 Equipment Support.** If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

**7.4 Educational Materials and Content.** Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

## **8. CUSTOMER CONTENT**

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## **9. EQUIPMENT**

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

**9.1 Rented Equipment.** The following terms apply only to Equipment Customer rents from Kronos:

(a) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.

(b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.

(c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

(d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

(e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.

(f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

**9.2 Purchased Equipment.** The following terms apply only to Equipment Customer purchases from Kronos:

(a) Ownership and Warranty Period. Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

(b) Equipment Support. Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

## **10. SERVICE LEVEL AGREEMENT**

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

## **11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

**11.1** Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

**11.2** Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

**11.3** Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

## **12.0 DATA SECURITY**

**12.1** As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**12.2** As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

**12.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

## **13. INDEMNIFICATION**

**13.1** Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and

expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**13.2** Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

**13.3** Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

**13.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

#### **14. LIMITATION OF LIABILITY**

**14.1** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

**14.2** EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

**14.3** EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD

PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

**14.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

## **15. CONFIDENTIAL INFORMATION**

**15.1** Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**15.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**15.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

## **16. EXPORT**

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

## **17. GENERAL**

**17.1** This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kronos is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

**17.2** The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

**17.3** Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

**17.4** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

**17.5** All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

**17.6** No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

**17.7** The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

**17.8** The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**17.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

**17.10** This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

DATED: \_\_\_\_\_

CUSTOMER: PINE COUNTY

KRONOS

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

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

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



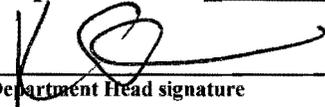
# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
  - Consent Agenda
  - Regular Agenda      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Planning Commission Appointment

Department: Land Services

  
Department Head signature

### Background information on Item:

The Pine County Planning Commission is established in the sections 11.02 of the Pine County Subdivision and Platting Ordinance and is comprised of seven members nominated by County Commissioners and appointed by the board chair. These members are appointed to four year terms on a rotating basis. The member representing District 3, whose term goes through December 31, 2019 resigned her position in May due to no longer being able to fulfill the duties. Commissioner Chaffee, as the commissioner for District 3, was then charged with recruiting a new appointment for the vacancy.

### Action Requested:

Consider appointment, by Chair Rossow, of Rick Williams to the Pine County Planning Commission, District 3, due to the resignation of the current District 3 representative. Term length from June 22, 2016 through December 31, 2019.

### Financial Impact:

Each member receives a \$50 per diem for attending scheduled meetings and mileage to the meeting location. This is within the 2016 Zoning Office budget. Meetings are only held when necessary.



# AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**
    - Consent Agenda
    - Regular Agenda
  - Personnel Committee
  - Other \_\_\_\_\_
- 5 mins  10 mins  15 mins  Other

Agenda Item: Award Contract #1601

Department: Pine County Public Works

Mark LeBrun  
Department Head signature

### Background information on Item:

- Contract #1601
- CP 058-006-001 CSAH 6, between CSAH 5 and CSAH 7
- CP 058-061-005 CSAH 61, between CSAH 11 and Snake River
- SAP 058-601-008 CSAH 1, between TH 70 to So County Line
- SAP 058-601-009 CSAH 1, between TH 70 and CSAH 5
- SAP 058-605-008 CSAH 5, between CR 112 and CSAH 1
- SAP 058-605-009 CSAH 5, between CSAH 1 and CSAH 6

### Action Requested:

Award based on lowest tabulation by County Engineer

### Financial Impact:



## AGENDA REQUEST FORM

Date of Meeting: June 21, 2016

- County Board**  
 Consent Agenda  
 Regular Agenda      5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

**Agenda Item:** Closed Meeting pursuant to M.S. 13D.05, Sub.3.(b.) (attorney/client privilege)

**Department:** Adminstration

*Thomas Miket - HR Manager*  
Department Head signature

**Background information on Item:**

**Action Requested:**

Discuss ongoing litigation.

**Financial Impact:**