



**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, July 7, 2015, 10:00 a.m.**  
**Public Health Building, Sandstone, 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 15, 2015 County Board of Equalization.
- F) Approve Minutes of June 16, 2015 County Board Meeting and Summary for publication.
- G) Approve Minutes of June 23, 2015 Special Meeting and Committee of the Whole.
- H) Minutes of Boards, Committees and Correspondence
  - Pine County Probation Advisory Committee meeting Unapproved Minutes – May 26, 2015
  - Pine County HRA Senior Housing Board of Directors Regular Meeting Minutes – May 27, 2015
  - Pine County Land Surveyor Monthly Report, June 2015
- I) 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. June, 2015 Disbursements**

Disbursements Journal Report, June 1, 2015 – June 30, 2015.

**2. Application for Abatement**

Consider approval of Application for Abatement for Harvey Scherer, 13304 Mallard Road, Brook Park, PID 18.8800.303, pay 2014.

**3. Application for Exempt Permit**

Consider for approval the following Applications for Exempt Permit:

- a. The Grand Lodge Ancient Free & Accepted Masons of MN – Helio Lodge #273 to conduct Minnesota lawful gambling on August 15, 2015 at Wings North Hunt Club, 19379 Homestead Road, Pine City, MN (Pokegama Twp).
- b. Moose Lake Area Chamber of Commerce to conduct Minnesota lawful gambling on October 16, 2015 at the Moose Lake Golf Course, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Twp).

- c. National Wild Turkey Federation Chapter, Pine County Thunderin' Toms to conduct Minnesota lawful gambling on October 24, 2015 at Tank's Tavern, 39109 State Hwy. 48, Hinckley, MN (Arlone Twp).

**4. Greater Pine Area Endowment Grant**

Consider acceptance of \$2,400 grant from the Greater Pine Area Endowment, a component fund of the Initiative Foundation.

**5. DOC REAM Grant**

Consider acceptance of DOC REAM (Remote Electronic Alcohol Monitor) grant funds in the amount of \$17,000 for the period of July 1, 2015 through June 30, 2017 and authorize Board Chair and County Administrator to sign. There are no county dollars utilized for this program.

**6. DOC Caseload/Workload Grant**

Consider acceptance of DOC Caseload/Workload grant funds in the amount of \$118,962 for the period of July 1, 2015 through June 30, 2017 and authorize Board Chair and County Administrator to sign. This grant will fund one FTE agent and allow Restorative Justice/Diversion to continue.

**7. Lead County Agreement with Jennifer White**

Consider approval of Lead County Agreement with Jennifer White to provide clinical supervision services to Health & Human Services, effective July 1, 2015 through December 31, 2016, and authorize Board Chair and Health & Human Services Director to sign. County tax levy dollars will not be used for this service.

**8. Police Officer Declaration - PERA**

Consider the following Public Employees Retirement Association Police Officer Declarations: Resolution 2015-24 Joseph Broneak, 2015-25 Sarah Carlson, and 2015-26 Daniel Adams. These Resolutions/Declarations indicate that each employee has met all of the requirements of the Police and Fire Plan membership requirements from their dates of hire. Authorize Board Chair and County Administrator to sign the Resolutions.

**9. New Hire**

Consider hiring of Melissa Berg as Chief Deputy Auditor-Treasurer, effective July 13, 2015, \$24.04 per hour, (\$50,000 annual), C51.

**10. Training**

Consider attendance by Office Clerk III Kim Kylander to attend the Summer MAAO workshop, August 20-21, 2015 in Bloomington, Minnesota. Registration \$85, two-nights lodging \$326.73, mileage \$90.37. Total cost: \$502.10. Funds are available in the 2015 Assessor's budget.

**REGULAR AGENDA**

**1. Technology Committee**

The Pine County Technology Committee met Tuesday, June 16, 2015. Minutes attached. For information only, no board action necessary.

**2. Certificate of Appreciation – Greg Beck**

Recognize Greg Beck for his oversight and supervision of sealing of the Sandstone wells.

**3. Joint Powers Agreement for LETG Connection with Mille Lacs Band of Ojibwe**

Consider approval of Joint Powers Agreement Between Pine County, the Mille Lacs Band of Ojibwe, and Mille Lacs County and authorize Board Chair, County Administrator and County Attorney to sign.

**4. Contract for Medical Examiner Services**

Consider approval of the Contract for Medical Examiner Services with Anoka County, in the amount of \$50,000 annually. This contract shall be for the period of January 1, 2016 through December 31, 2018. This is a \$5,000 reduction from 2015.

**5. Code Red Mass Notification System**

Consider approval of the CodeRED Next Services Agreement and the CodeRed Weather Warning Service Addendum with Emergency Communications Network LLC and authorize Board Chair and County Administrator to sign. The CodeRed Service Agreement has an annual cost of \$8,525. The Weather Warning Service has an initial cost of \$1,750 and \$3,500 each year thereafter. Grant funds are available.

**6. Decontamination Unit Service Provider Contract**

Consider approval of the Decontamination Services Contracts with Woischke Enterprises and Ray & Marge's Resort and authorize Board Chair and County Administrator to sign. This will be funded out of the Aquatic Invasive Species Prevention Aid and will not be anticipated to be more than the \$8,000 remaining in the budget for the decontamination units.

**7. Commissioner Updates**

Public Safety Meeting

Kanabec-Pine Community Health Board

Northeast Regional Radio Board

East Central Regional Development Commission

NLX

NE MN Regional Radio Board

GPS 45:93

Soil & Water Conservation District

Facilities Committee

Meeting w/Field Representative Rick Olseen from Congressman Nolan's Office and Grant Writer Enid Swaggart regarding federal grants

Other

**8. Other**

**9. Upcoming Meetings (Subject to Change)**

a. **Pine County Board Meeting, Tuesday, July 7, 2015, 10:00 a.m.**, Public Health Building, Sandstone, Minnesota.

b. **East Central Solid Waste Commission (ECSWC), Monday, July 13, 2015, 9:00 a.m.**, 1756 180<sup>th</sup> St., Mora, Minnesota.

c. **East Central Regional Library Board, Monday, July 13, 2015, 9:30 a.m.**, 244 So. Birch Street, Cambridge, Minnesota.

d. **Methamphetamine Task Force, Monday, July 13, 2015, 3:00 p.m.**, Pine Government Center, Pine City, Minnesota.

e. **Personnel Committee, Tuesday, July 14, 2015, 9:00 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.

f. **Kanabec-Pine Community Health Board, Wednesday, July 15, 2015, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.

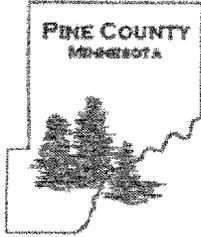
g. **Extension Committee, Thursday, July 16, 2015, 3:00 p.m.**, Public Health Building, Sandstone, Minnesota.

h. **Rush Line Corridor Task Force, Thursday, July 16, 2015, 3:30 p.m.**, Maplewood Community Center, 2100 White Bear Avenue No., Maplewood, Minnesota.

- i. **Lakes & Pines, Monday, July 20, 2015, 10:00 a.m.**, 1700 Maple Avenue East, Mora, Minnesota.
- j. **Technology Committee, Tuesday, July 21, 2015, 8:30 a.m.**, Commissioners Conference Room, Pine County Courthouse, Pine City, Minnesota.
- k. **Pine County Board of Commissioners, Tuesday, July 21, 2015, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- l. **Pine County Board Special Meeting/Committee of the Whole, Tuesday July 28, 2015 9:00 a.m.** Duquette Community Hall, 88179 State Hwy. 23, Kerrick, Minnesota.

10. **Closed Meeting - Pursuant to M.S. §13D.03**  
Discuss 2016 labor negotiation strategy.

11. **Adjourn**



# AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

- County Board**
  - Consent Agenda
  - Regular Agenda

5 mins.  10 mins.  15 mins.  Other

Personnel Committee

Other \_\_\_\_\_

Agenda Item: 2015 County Board of Equalization Minutes

Department: Auditor-Treasurer

*Walter J. ...*  
Department Head signature

### Background information on Item:

### Action Requested:

Accept minutes of the June 15, 2015 County Board of Equalization

### Financial Impact:

**PINE COUNTY BOARD OF EQUALIZATION**  
**June 15, 2015**

The Pine County Board of Equalization convened at 6:00 p.m., Monday, June 15, 2015 with members Commissioner Stephen Hallan, Commissioner Joshua Mohr, Commissioner Steve Chaffee, Commissioner Curt Rossow, Commissioner Matt Ludwig and Auditor-Treasurer Cathy J. Clemmer. Also present were County Assessor Kelly Schroeder and Deputy Assessor Troy Stewart.

County Assessor Kelly Schroeder presented information regarding the valuation review process.

The following individuals attended the meeting and after careful consideration and discussion, the County Board of Equalization made the following adjustments and recommendations:

Larry McGuinn, PID 19.0036.000, Munch Twp – requested the County Board uphold Munch Township’s decision to change the classification from Rural Vacant Land-Non-homestead to Agricultural-Homestead.

Commissioner Rossow motioned that the County Board reverse the Township’s decision and wait for the Tax Court determination. Seconded by Commissioner Chaffee. Carried.

Jay and Lori Schraan, PID 33.0181.000, Windemere Twp – requested the value of his property be reduced based on sale comparables in the appraisal he had ordered.

Commissioner Rossow motioned the County Board reduce the overall value from \$494,900 to \$450,000 which resulted in the building value being reduced from \$352,700 to \$307,800. Seconded by Commissioner Chaffee. Carried.

Marlin and Geneva Olson, PID 43.0250.000 and 43.0251.000, City of Rock Creek – requested reduction of value due to taking of 3.8 acres for highway purposes.

Commissioner Hallan presented to the Olson’s the value of both properties had been reduced for 2016. Request rescinded.

Commissioner Chaffee motioned to approve the following Assessor recommended valuation changes after inspection of these properties following the Local Boards of Review:

#	Parcel #	Owner	Original EMV	Adjusted EMV	Reason
1	20.0163.000	Muehlhausen	\$106,400	\$88,500	More ‘no access’ acreage
2	17.0100.001	Bohaty	\$61,800	\$31,800	Remove site amenity
3	30.0202.002	Dugal	\$38,500	\$35,000	Reduce high ground by 4 acres & add as waste

4	32.8900.013	Kohrt	\$3,200	\$0	Provided proof of current license tab, so removed assessment
5	29.0160.000	Houdek/ Weber	\$320,400	\$321,300	Further review of parcel after Local Board
6	29.5181.000	Case	\$54,400	\$49,800	Travel trailer & deck no longer on property
7	28.0094.000	Jansen	\$168,900	\$168,900	Adjusted classification from Ag/Comm to Ag/Res/Comm. Split commercial valuation record of \$120,200 into Residential non-hstd (value of \$115,200) & commercial (value of \$5,000). Only billboard site located on parcel should be classified as commercial. Building is used for personal storage since purchase

Motion was seconded by Commissioner Mohr and carried.

Chairman Steve Hallan adjourned the meeting at 7:07 p.m.

  
 Chairman Stephen Hallan

  
 Clerk Cathy J. Clemmer

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

**Tuesday, June 16, 2015, 10:00 a.m.  
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Henry Fischer, Pokegama Township Board Member, and Gordy Johnson, Pokegama Township Zoning Administrator, commented regarding a blight issue in Pokegama Township. Terry Nietzel commented. Sheriff Jeff Nelson stated he received information on housing Department of Corrections inmates.

Chair Hallan requested the following additions to the Agenda:

Revise Regular Agenda Item #2 Personnel Committee/HHS b. to:

- i. remove the resignation of Child Support Team Leader Jodi Blesener
- ii. remove the Personnel Committee action for the Child Support Supervisor position from the County Board Agenda and refer the topic to the July Personnel Committee meeting

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

Commissioner Rossow moved to approve the Minutes of the June 2, 2015 board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

**Minutes of Boards, Committees and Correspondence**

East Central Regional Library Board Minutes - May 11, 2015

Initiative Foundation correspondence – June 4, 2015

Pine County HRA Senior Housing Board of Directors Regular Meeting Minutes – April 22, 2015

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

Commissioner Mohr moved to approve the Consent Agenda. Second by Commissioner Rossow. Motion carried 5-0.

**CONSENT AGENDA**

**1. May 2015 Cash Balance**

Approve:

<b>Fund</b>	<b>May 31, 2014</b>	<b>May 31, 2015</b>	<b>Increase(Decrease)</b>
General Fund	(2,379,289.47)	(756,779.51)	1,622,509.96
Health and Human Services Fund	(833,726.07)	(1,115,204.54)	(281,478.47)
Road and Bridge Fund	2,336,411.68	3,711,129.32	1,374,717.33
Land Management Fund	2,004,604.99	2,320,984.29	316,379.30
<b>TOTAL (inc non-major funds)</b>	<b>\$14,632,119.85</b>	<b>\$17,342,409.89</b>	<b>\$2,710,290.04</b>

**2. Application for Exempt Permit**

Approve Application for Exempt Permit for Ruffed Grouse Society-Rum River Chapter to conduct Minnesota lawful gambling on August 8, 2015 at Wings North, 19379 Homestead Road, Pine City (Pokegama Township).

**3. Recommendation for Managing Care Organizations for MinnesotaCare in Pine County**

Approve Resolution 2015-23, recommending UCare and Health Partners as the Managing Care Organizations for MinnesotaCare for Pine County. Authorize Board Chair and Administrator to sign Resolution.

**4. Lateral Transfer of Staff**

Approve lateral transfer of public health nurses Karen Engh and Mickey VanVleet to the open positions in the Adult Health Division of Public Health, effective June 17, 2015, at \$23.01 per hour and to approve the backfill of these positions.

**5. New Hires**

Approve hiring two (2) temporary AIS Watercraft Inspectors, Juanita Decker and David Russell, effective May 30, 2015, \$10 per hour.

**6. Personnel (Full-Time Status/Completion of Probationary Period)**

Approve full-time status for Children's Services Social Worker Shelly Anderson, effective June 10, 2015.

**7. Training**

Approve attendance by Child Protection Social Worker Kristen Schroeder to attend CornerHouse Basic Forensic Interview Training, August 24-28, 2015, Minneapolis. Scholarship covers the cost of training; lodging, \$650, Mileage \$80. Total cost: \$730. Funds available in the 2015 Health & Human Services budget.

**REGULAR AGENDA**

**1. Facilities Committee**

Commissioner Ludwig provided an overview of the June 3, 2015 Facilities Committee Meeting. Ludwig stated discussion was held with RSP Architects regarding best use of space at county buildings. Commissioner Mohr commented the Pine Government Center, Public Health Building, and Courthouse are to be given priority.

**2. Personnel Committee**

Pine County Personnel Committee met June 9, 2015 and made the following recommendations:

HHS:

Approve the hiring of two (2) Child Protection Social Workers. C42, \$19.54 per hour.

Auditor:

Acknowledge the termination of Deputy Auditor-Treasurer Nicole Ollig, effective May 29, 2015 and approve backfill.

Jail:

Acknowledge the resignation of part-time Corrections Officer Rick Maitrejean, effective June 21, 2015, and approve backfill.

Sheriff:

Acknowledge the resignation of full-time Dispatcher Dianne Meier, effective May 30, 2015, and

- approve backfill of the full-time vacancy created by resignation;
- approve backfill of the vacancy created by promotion of part-time internal candidate to the full-time position, if applicable.

Administrator:

- a. Approve the Economic Development Coordinator job description.
- b. Approve the hiring of Dr. Robert Musgrove as a part-time temporary (through December 31, 2015) Economic Development Coordinator, effective July 1, 2015, with a starting wage of \$32.00 per hour.

Other items are for informational purposes only.

Commissioner Chaffee provided an overview of the June 9, 2015 Personnel Committee Meeting. Chair Hallan commented the hiring of an Economic Development Coordinator is a positive step for Pine County.

**Motion** by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Rossow. Motion carried 5-0.

**3. Recognition of Retirement**

The board recognized the retirement of Environmental Technician Ed Melzark and thanked him for his 15 years of service to Pine County.

**4. New Employee Introductions**

Land Services Director Kelly Schroeder provided a formal introduction of Caleb Anderson, Land and Resource Manager, and Joe Sanders, GIS/Environmental Technician, to the board and provided a brief description of the duties they perform.

**5. Public Hearing - Pine Lake Township and City of Brook Park**

Land Services Director Kelly Schroeder stated Pine Lake Township and the City of Brook Park have made written request to have various ordinances repealed.

Chair Hallan opened the public hearing at 10:17 a.m. to consider adoption of an ordinance repealing City of Brook Park Ordinance #9 with all amendments thereof and replacing with Pine County Ordinance 2015-02; and repealing Pine Lake Township Article II, Section 3, Subpart M; Article II, Section 5 and 7, Subpart L; and Article IV of the Pine Lake Township Zoning and Land Use Management Ordinance and replacing with Pine County Ordinance 2015-03. There being no public comment, Chair Hallan closed the meeting at 10:18 a.m.

**Motion** by Commissioner Ludwig to adopt Pine County Ordinance 2015-02 an ordinance on behalf of the City of Brook Park to repeal the City of Brook Park Ordinance #9 which established and regulated individual sewage treatment systems. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Rossow to adopt Pine County Ordinance 2015-03 an ordinance on behalf of Pine Lake Township to repeal Pine Lake Township Article II, Section 3, Subpart M which established and regulated individual sewage treatment systems, Article II, Sections 5 and 7, Subpart L which established and regulated shorelands, and Article IV which established and regulated subdivisions. Second by Commissioner Chaffee. Motion carried 5-0.

**6. Public Hearing - Amend Liquor Ordinance**

County Auditor-Treasurer Cathy Clemmer stated she has received requests from two entities to allow the seasonal liquor licenses time frame to be more flexible.

Chair Hallan opened the public hearing at 10:19 a.m. to accept comments regarding the proposed amendments to Pine County's Liquor Ordinance and to allow 30 days for public comment. Discussion was had regarding differences in seasonal and temporary liquor licenses, maximum amount of seasonal licenses issued in Pine County, and the term length of a seasonal liquor license. The public hearing was closed at 10:28 a.m. The record will remain open for 30 days to allow for written public comment. The board will consider formal adoption of the proposed amendments at the July 21, 2015 regular board meeting.

**7. 2015 MCIT Member Report**

Presentation was given by Robert Goede, MCIT Risk Management Consultant. Goede gave an overview of various claims handled by MCIT and noted the workers' compensation analysis specific to Pine County. Goede also noted there are number of services MCIT can provide employees; the board requested employees be made aware of these services.

**8. Central Minnesota Jobs and Training Services, Inc. (CMJTS)**

CMJTS CEO Barbara Chaffee thanked Chair Hallan for his involvement on the Joint Powers Board. Chaffee and staff presented an annual update of the financial audit for years ended June 30, 2014 and 2013. CMJTS provided information on services and programs provided. Chair Hallan expressed his appreciation of the training given to Joint Powers Board members to help understand the audit.

**9. Award Contract #1502**

County Engineer Mark LeBrun stated on June 15, 2015 bids were opened for Contract #1502 for the following: CP 058-012-001, located on CSAH 12, between CSAH 11 and 5<sup>th</sup> Street; CP 058-046-001, located on CSAH 46, between TH 23 and 0.25 miles SE; and SAP 058-639-012, located on CSAH 39, between CSAH 34 and CSAH 61. The lowest bid came in approximately three percent over the engineer's estimate due to the cost of project on CSAH 39. LeBrun also provided an update on current road projects.

**Motion** by Commissioner Ludwig to award bid for Contract #1502 to Tri-City Paving, Inc., the lowest responsible bidder, in the amount of \$1,007,262.33. Second by Commissioner Rossow. Motion carried 5-0.

**10. End of May 2015 Financial Update**

County Administrator David Minke provided an end of May financial update. Minke commented the county budget is sound.

**11. Commissioner Updates**

East Central Regional Juvenile Center Advisory Committee: Commissioner Ludwig provided a 2014 annual report for review. It was noted it is beneficial having a Joint Powers Agreement.

Soil & Water Conservation District (SWCD): Commissioner Ludwig stated the wells are sealed.

East Central Solid Waste Commission (ECSWC): Chair Hallan stated he was able to attend a landfill tour to view the new cell currently under construction.

East Central Regional Library Board: Commissioner Chaffee stated business was discussed, next month budgeting for 2016 will start.

AMC District 1 Meeting: Chair Hallan stated this was a good meeting. Commissioner Chaffee stated a good presentation on the legal history of American Indian treaties was given.

Agricultural Extension Education Planning Meeting: Commissioner Mohr stated information will be gathered on the benefits of an Ag Educator in Pine County. Troy Salzer, Ag Educator in Carlton County and a number of producers will attend the July 28, 2015 Committee of the Whole Meeting in Duquette.

Board of Equalization: Chair Hallan reported Land Services Director Kelly Schroeder and staff are doing a great job and there were few people in attendance who had concerns.

**12. Other**

None.

13. Upcoming meetings were reviewed.

14. **Adjourn**

With no further business, Chair Chaffee adjourned the county board meeting at 11:45 a.m. The next regular meeting of the county board is scheduled for July 7, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

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Stephen M. Hallan, 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  
Regular Meeting**

**Tuesday, June 16, 2015, 10:00 a.m.  
Board Room, Pine County Courthouse, Pine City, Minnesota**

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Henry Fischer, Pokegama Township Board Member, and Gordy Johnson, Pokegama Township Zoning Administrator, commented regarding a blight issue in Pokegama Township. Terry Nietzel commented. Sheriff Jeff Nelson stated he received information on housing Department of Corrections inmates.

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

Commissioner Rossow moved to approve the Minutes of the June 2, 2015 board meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

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Commissioner Mohr moved to approve the Consent Agenda. Second by Commissioner Rossow. Motion carried 5-0.

Approve:

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Approve lateral transfer of public health nurses Karen Engh and Mickey VanVleet to the open positions in the Adult Health Division of Public Health, effective June 17, 2015, at \$23.01 per hour and to approve the backfill of these positions.

Approve hiring two (2) temporary AIS Watercraft Inspectors, Juanita Decker and David Russell, effective May 30, 2015, \$10 per hour.

Approve full-time status for Children's Services Social Worker Shelly Anderson, effective June 10, 2015.

Approve attendance by Child Protection Social Worker Kristen Schroeder to attend CornerHouse Basic Forensic Interview Training. Total cost: \$730.

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Acknowledge the resignation of part-time Corrections Officer Rick Maitrejean, effective June 21, 2015, and approve backfill.

Sheriff:

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- approve backfill of the full-time vacancy created by resignation;
- approve backfill of the vacancy created by promotion of part-time internal candidate to the full-time position, if applicable.

Administrator:

- Approve the Economic Development Coordinator job description.
- Approve the hiring of Dr. Robert Musgrove as a part-time temporary (through December 31, 2015) Economic Development Coordinator, effective July 1, 2015, with a starting wage of \$32.00 per hour.

**Motion** by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Rossow. Motion carried 5-0.

**Public Hearing - Pine Lake Township and City of Brook Park**

Chair Hallan opened the public hearing at 10:17 a.m. to consider adoption of an ordinance repealing City of Brook Park Ordinance #9 with all amendments thereof and replacing with Pine County Ordinance 2015-02; and repealing Pine Lake Township Article II, Section 3, Subpart M; Article II, Section 5 and 7, Subpart L; and Article IV of the Pine Lake Township Zoning and Land Use Management Ordinance and replacing with Pine County Ordinance 2015-03. There being no public comment, Chair Hallan closed the meeting at 10:18 a.m.

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**Motion** by Commissioner Rossow to adopt Pine County Ordinance 2015-03 an ordinance on behalf of Pine Lake Township to repeal Pine Lake Township Article II, Section 3, Subpart M which established and regulated individual sewage treatment systems, Article II, Sections 5 and 7, Subpart L which established and regulated shorelands, and Article IV which established and regulated subdivisions. Second by Commissioner Chaffee. Motion carried 5-0.

**Public Hearing - Amend Liquor Ordinance**

Chair Hallan opened the public hearing at 10:19 a.m. to accept comments regarding the proposed amendments to Pine County's Liquor Ordinance and to allow 30 days for public comment. Discussion was had regarding differences in seasonal and temporary liquor licenses, maximum amount of seasonal licenses issued in Pine County, and the term length of a seasonal liquor license. The public hearing was closed at 10:28 a.m. The record will remain open for 30 days to allow for written public comment. The board will consider formal adoption of the proposed amendments at the July 21, 2015 regular board meeting.

**Motion** by Commissioner Ludwig to award bid for Contract #1502 to Tri-City Paving, Inc., the lowest responsible bidder, in the amount of \$1,007,262.33. Second by Commissioner Rossow. Motion carried 5-0.

County Administrator David Minke provided an end of May financial update. Minke commented the county budget is sound.

With no further business, Chair Chaffee adjourned the county board meeting at 11:45 a.m. The next regular meeting of the county board is scheduled for July 7, 2015 at 10:00 a.m. at the Public Health Building, Sandstone, Minnesota.

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Stephen M. Hallan, 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.**

**MINUTES OF PINE COUNTY BOARD MEETING  
SPECIAL MEETING  
and  
COMMITTEE OF THE WHOLE**

**June 23, 2015 – 9:00 a.m.  
International Union of Operating Engineers (Local 49)  
40276 Fishtail Road, Hinckley, Minnesota**

Chair Steve Hallan called the meeting to order at 9:00 a.m. Present were Commissioners Josh Mohr, Steve Chaffee and Matt Ludwig. Also present were County Attorney Reese Frederickson, Health and Human Services Director Becky Foss, Probation Director Terry Fawcett, Human Resources Manager Matt Christenson, County Engineer Mark LeBrun and County Administrator David Minke. Commissioner Curt Rossow was absent (excused).

Also present were Senator Tony Lourey, Representative Jason Rarick, Field Representative Rick Olseen from Congressman Nolan's office, and Hinckley Township Supervisors Larry Sederstrom and George Gimpl.

**Motion** by Commissioner Chaffee to approve the agenda. Second by Commissioner Ludwig. Motion passed 4-0.

Those present introduced themselves.

County Engineer LeBrun reviewed the bids received for SAP 058-607-023, replacement of the bridge located on CSAH 7, 0.1 miles east of CSAH 53 over the Snake River. LeBrun explained there was a tentative start date of July 13, 2015 and an estimated 12 weeks of construction.

**Motion** by Commissioner Chaffee to award Contract #1503, SAP 058-607-023, in the amount of \$1,868,582.45 to Robert R. Schroeder Construction, Inc. of Glenwood, Minnesota. Second by Commissioner Mohr. Motion passed 4-0.

Senator Lourey and Representative Rarick updated the county board on the recent legislative session.

Chair Hallan notated that he had appointed HHS Director Becky Foss as the acting county administrator for the week of June 29, 2015.

With no further business, the meeting adjourned at 10:13 a.m.

---

Stephen M. Hallan, Chair  
Board of Commissioners

---

David J. Minke, Administrator  
Clerk to County Board

## **Pine County Probation Advisory Committee Meeting**

**Tuesday, May 26<sup>th</sup> at 6:00pm**

Probation Conference Room – Pine County Courthouse  
Pine City, MN

### **UNAPPROVED MINUTES**

#### Mission Statement

To actively participate in the review of probation services, programs, goals and strategic planning in Pine County and make recommendations to policy and decision makers about such probation issues in order to enhance programming in the county and ensure it is efficient and effective.

#### 1) Committee Business – Open Meeting at 6:00pm

Approve & Second: Brent/Sgt. Ouverson

- Per Diems
- Approve Last Minutes (2/24/15)
- Probation Advisory Chair – elect new chair (Lee Williams, Interim Chair) – No chair was elected as many members were missing tonight.
- Welcome New Members- District 5 Mark Diggan - retired from the Sandstone Federal Prison after 25 years.
  - Introductions are made by all present.
- Thank Outgoing Members-Bill Steele

#### 2) General Updates

- County Probation News – Terry Fawcett/Jeremie Reinhart
- Currently we have 5 juveniles in placement and are under budget.
- Potential Expansion of RJ/DIV – Diversion cases have been dwindling and while looking at the funding and attempting to predict the budget Terry will be increasing Restorative Justice with a decrease in Diversion funding. He would like to make sure we are utilizing these great Juvenile programs and will be meeting with Reese Frederickson in the County Attorney's office to go over the programs guidelines. This will help to ensure the knowledge and availability of these programs.
- CPO Funding – Terry Fawcett explained the different types of Corrections office some of the funding there is for Corrections. There are 3 types of Agencies - DOC/CCA/CPO in which our department is a CPO Agency. We get a portion of funding from the DOC budget to offset the cost of our Agents wages. The formula to figure the portion out is antiquated and due for a revision soon.
- Transition of new Director/Director Development – Terry is learning the position and responsibilities day by day with help from other Counties, Directors and Staff which have all been very helpful.
- Elimination of PICK Sentencing Guidelines – these are being eliminated in the counties as they are outdated and no longer follow MN State Statutes. The Judges will look directly at the MN State Statutes for sentencing guidelines.
- Thistledeew Camp – They are currently transitioning out of the Juvenile programming and currently have 4 kids left at the camp. Thistledeew will become a minimum security adult facility. June 18<sup>th</sup> they are holding a going away event for all to attend if interested.
- Mash-Ka-Wisen is eliminating their program for Juveniles under 16 years of age.

- Pine County DWI Education - Terry has been visiting with Jeremie and reviewing the cases in Pine County. Currently, we have had 137 DWI offenders and Terry talked about the possibility and interest to create a DWI Education Class and have it facilitated in our Courthouse ran by the Probation Department. He is excited that it would generate revenue for the department and give the offenders a place to take the necessary court ordered classes close to home. The DWI classes offered at this time are located in Carlton County and Anoka a far distance and many obstacles for a person with no license to drive.
  - Other: Appendix Info (pg 30)
  - Leanne Shipka – Returning as Volunteer as she has done a tremendous job and is welcome to be in the department helping expand her knowledge. Currently she will return on Thursday evenings and assist with the Cogs classes and occasionally other times to help with Bail Studies.
- DOC Probation News – Randy Tenge
- DOC in Pine County has had lots of staff movement.
  - Teri Goebel has taken over the Enhanced ISR caseload. Her position will be posted internally.
  - Jeremiah Sims is now working with the ISR paroled cases.
  - Kevin Hudek has moved from the Chisago County offices to Pine and working with Enhanced Supervision cases in Pine and Kanabec Counties.
  - New Support Staff since last meeting – Terri Prihoda moved from the Chisago County office to work in Pine County. She has lots of experience having worked with the DOC department for 27 years.
  - Talked about Dynamic Risk Assessments - implementing new policy and how that case loads will look. New contracts just out now outlining new programming treatment plans.
  - It helps to address how ingrained are these behaviors, what treatment will be best in each situation. Working with CORE up here to determine and sex offender treatment is huge.
  - Registry Restriction –Chisago County just passed a Moratorium to prohibit Level 3 Sex Offenders from residing in the County. This change passed the Board. No Level 3 may reside in Chisago County unless living with family. Cannot live within 2000 feet of a bus stop.
  - Randy believes this can put your own County at risk and doesn't agree with a registry restriction and believes there is not research to support this. Randy is willing to come and speak in our County if this ever becomes an issue in Pine County.
  - Talked about MnStar as a risk assessment tool vs LSCM-I.

### 3) Comp Plan Goals & Objectives Updates

- Probation Funding Update - Randy and Terry talked about CCA/CPO/DOC funding at the Legislative level. We have a 3 prong delivery system. Terry gave descriptions for each and how they differ. Pine County Probation is a CPO Agency and we have the DOC in Pine City also. MACPO met last week. Governor funding is split between the Agencies with CCA Agencies \$1.8 million, CPO Agencies \$295,000. A new committee is being created to look at the funding and how the formula is calculated the Agencies. This year only 29% was received for Pine County Probation. This means the Pine County citizens are paying more out of pocket to help with the departments funding. Terry states it is encouraging to see that our funding could be increased with a new committee. Historically it should have been 50% per Statute for our department but in reality has only been at 30%. Biggest hurdles are lobbying for more money for all 3 probation agencies and with all 3 fragmented instead of a unified

group at the Capital. Also, Legislators are not well informed regarding probation and how the funding is used.

- 2015 Program Outcomes – Add the DOC Corrections Trends at the end of the Comp Plan.
- Comp Plan & Data Tables Review – remove Sgt. Meier, change Reese Frederickson name spelling. Reviewed the Comp Plan Outcome Measures and graphs with Jeremie and Terry. Approved by the PAC Board to print.
- Jeremie talked about the DWI-ISP program. He currently has 33 cases. DWI & high risk offenders. Repeat DWI's have been steadily declining. ISP meeting structure is Phase I – face to face weekly, Phase 2 – meet 1 time biweekly, Phase 3 – meet 1 time per month. Reassess them as needed and then reassign them to new Agent after that assessment.
- 2016 Goals & Objectives
- 2016 Recommendations

4) Probation Director Comments

- Meeting with Mille Lacs Band – Beth, Becky, Kris and Terry met with Mille Lacs Band HHS Director and will begin meeting monthly. Looking ahead at possibility of Cogs skills for high risk juveniles.
- Brent stated that this is a huge accomplishment and really encouraged to hear that this is moving forward and thanked Terry for moving it forward with the Tribe. Brent would like to see one day a Probation Officer and Tribe member working side by side. He also encouraged continuing to collaborate with the Band. Tribal kids are disproportionately removed from homes for placement. Terry is passionate about looking forward to programs that work well with the Tribe and wants to bring programming to kids instead of kids to programs.
- Meeting with Teen Focus has been scheduled for 6/19/15 to look at Juvenile Cog program and how to get it to be an effective tool and participation in the Juvenile Cogs program to increase.
- New Intern – Eli Livon is our new Intern. He has been here just a short time and learning quickly. Sherry reports he is compiling information regarding DWI charges and driving licensure. He is out to finish a college class and will be returning.
- DOC LSCM-I 2015 proficiency exercise – Adult Risk Assessment Training – 6 Agents participated but 2 were Juvenile Agents so they were removed from the results for accuracy purposes. Jeremie gave training to our Agents after the results were received. The mistakes made were common mistakes.
- Brent - Released Advanced Planning Program –He talked about the RAP program and how Pine County jail doesn't have the participation he would like to see. To be eligible the client needs to be a resident of the County. Most that are good candidates are not eligible as they are an out of County resident. Another jail program is the Level 1 Work Release -The last 6 weeks the jail has been able to help get them into employment since so many companies have openings lately. Twelve people are now working and this has been a really good program. There have even been some clients hired on even after their jail time ends.

5) Next Meeting: August 25th at 6:00pm – Public Health, Sandstone, MN

6) Adjourn – Approve & Seconded by Randy/Brent

**2015 Meetings**

Aug 25<sup>th</sup> Sandstone – Trends in Criminal Justice

Nov 24<sup>th</sup> Pine City – Pine County Program Review

**.PINE COUNTY HRA SENIOR HOUSING**

**510 Fifth Street Office**

**Sandstone, MN 55072**

**(320) 245-5140**

[pinehra@ecenet.com](mailto:pinehra@ecenet.com)

**Sandstone Manor  
510 Fifth Street  
Sandstone, MN 55072**

**Finlayson Manor  
6524 Broadway Street  
Finlayson, MN 55735**

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on May 27, 2015, at the Finlayson Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Cheri Drilling, Carl Steffen, and Greg Kvasnicka. Staff member present was Executive Director Janice Gustafson. Commissioner J. Oak was absent. There were no residents present.

1. The meeting was called to order at 2:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.
2. The HRA Board minutes from March 25, 2015, were reviewed by the Board members. A motion was made by C. Steffen and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 4, Nays 0.
3. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by Board Chair D. Stockamp and was seconded by G. Kvasnicka to approve the financial statements and the investment report. Motion carried: Yeas 4, Nays 0.
4. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
5. Old Business.
  - a) Vacancies. There are no vacancies at either Manor at this point in time.
  - b) Unit inspections have been completed. Board Chair D. Stockamp and J. Oak assisted with the unit inspections. The inspections resulted in follow up letters being sent to three residents who were in violation of HUD Regulation 4350.3 and their HUD Leases. SM #2 smelled of cat urine and the unit was not in a safe and sanitary condition. SM #3 allowed cigarette smoking in the unit. FM #3 was allowing his adult son who does not qualified to live in HUD subsidized housing to reside in his apartment long term.

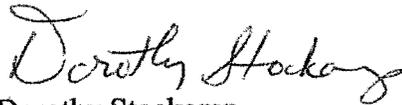
6. New Business.

- a) The HRA has received written notification of the December 14, 2015, HUD contract expiration and the paperwork required for the renewal of the HUD contract.
- b) The Board members reviewed the list of maintenance/repair items generated as a result of unit inspections. The appropriate contractors (electrical/plumbing/general) will be given their respective lists and the issues will be addressed.

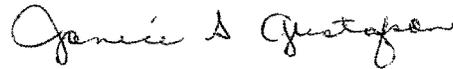
7. Comments/Questions. There were no residents present.

8. A motion was made by G. Kvasnicka and was seconded by C. Drilling to adjourn the meeting at 3:15 p.m. Motion carried: Yeas 4, Nays 0.

9. The next HRA Board meeting is scheduled for June 24, 2015, at the Sandstone Manor.



Dorothy Stockamp  
HRA Board Chair



Janice S. Gustafson  
Executive Director



# PINE COUNTY PUBLIC WORKS

## HIGHWAY DEPARTMENT

405 Airport Road NE  
Pine City, MN 55063

Telephone 320-216-4200  
Fax: 320-629-6736  
1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.  
County Engineer

Pine County Land Surveyor Monthly Report

Page 1 of 2 Pages

June 2015

CSAH 39, T44N R20W excavations for original corner evidence, search for PLSS corner and private corner evidence, update files.

CSAH 46, T45N R18W excavation for original corner evidence, search for PLSS corner evidence, update files.

CSAH 14 bridge project, T39N and T40N R22W, research records, compute corner search areas, search for, locate and GPS PLSS corners, update files.

CR 171, T44N R17W, research records, set GPS control, compute corner search areas, search for, locate and GPS PLSS corners, map GLO topo, excavations for original corner evidence, search for PLSS corners, update files.

CR 154, T44N and T45N R17W, research records, set GPS control, compute corner search areas, search for, locate and GPS PLSS corners, map GLO topo, excavations for original corner evidence, search for PLSS corner evidence, update files.

Judicial Ditch # 1, review and create ditch summary inventory documentation.

Hay Creek Road, T43N R16W, research records, set GPS control, compute corner search areas, search for, locate and GPS PLSS corners, prepare for excavations for original corner evidence, update files.

June 2015

Provide HARN coordinate data for GIS to County Recorder as needed.

Review legal descriptions for County ROW Dept. and County Land Dept. as needed.

Review Plats and Minor Subdivisions for County Zoning Dept. as needed.

Review and file PLSS corner certificates provided by private surveyors as needed.

Review, edit and file Certificates of Survey created by County Surveyor as needed.

A handwritten signature in black ink, appearing to read "Robin T. Mathews". The signature is stylized with a large, sweeping "R" and "M".

Robin T. Mathews, Pine County Surveyor



# AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

Agenda Item: June, 2015 Disbursements

Department: Auditor-Treasurer

Department Head signature

### Background information on Item:

June, 2015 Disbursements

Action Requested:

Financial Impact:

CATHYJ  
6/30/15

11:26AM

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

DISBURSEMENTS JOURNAL REPORT G/L Months: 06/2015 - 06/2015

RECAP BY FUND	FUND	AMOUNT	NAME
	1	429,224.38	GENERAL REVENUE FUND
	12	281,051.08	HEALTH & HUMAN SERVICES
	13	989,782.87	ROAD & BRIDGE FUND
	22	46,161.53	LAND MANAGEMENT FUND
	29	16,647.00	CHILDREN'S COLLAB (H&HS) AGENCY FUND
	76	230,892.19	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	8,740.00	COUNTY COLLECTIONS AGENCY FUND
	82	4,865,763.48	TAXES AND PENALTIES AGENCY FUND
	89	69,804.83	H & HS COLLECTIONS AGENCY FUND
		6,938,057.36	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	6,595,942.01	AUD
	2	342,270.25	COM
	3	154.90	MVC
		6,938,057.36	Total Disbursements



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

*Cathy Clemons*  
Department Head signature

### Background information on Item:

Harvey Scherer, 13304 Mallard Rd, Brook Park, PID 18.8800.303, pay 2014

Action Requested:

Financial Impact:

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 6/23/15

For Taxes Levied In: 2014  
And Payable In: 2014

Abatement # AB14-40

Please Print Or Type

Applicants Name: <u>Harvey Scherer / John</u>	Applicants Mailing Address: <u>13804 mallard Rd</u>
Applicant's SSN: <u>on file scherer</u>	<u>Brook Park, mn 55007</u>
Telephone (Home): <u>320-679-0517</u>	
Telephone (Work):	

Description Of Property: Property ID or Parcel Number: M18.8800.303  
 Street Address: 13220 mallard Rd, Brook Park  
 Township/City: Mission Creek Twp  
 School District: 2145

Legal Description:  
mobile Home on 18.8800.303 - 1987 Liberty

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 0 Structures: 22,500 Total: 22,500 Classification: R/S Non-Hld.

Applicants Statement of Facts:

Mobile was put in as a manufactured home (much higher value/less depreciation) when it is in fact a mobile.

Applicants Request:

Revalue as a mobile home.

Applicant's Signature: [Signature]  
Admin Abatement.

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

- 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 Clamer*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for The Grand Lodge Ancient Free & Accepted Masons of MN - Helio Lodge #273 to conduct Minnesota lawful gambling on August 15, 2015 at Wings North Hunt Club, 19379 Homestead Rd, 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 prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

### Application fee (nonrefundable)

If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.

## Organization Information

Organization Name: The Grand Lodge Ancient Free & Accepted Masons of MN - Helio Lodge #273 Previous Gambling Permit Number: \_\_\_\_\_  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

### Type of Nonprofit Organization (check one):

- Fraternal     Religious     Veterans     Other Nonprofit Organization

Mailing Address: 743 2nd Ave. S.W., Cambridge MN 55008 Isanti City: \_\_\_\_\_ State and Zip: \_\_\_\_\_ County: \_\_\_\_\_

Name of Chief Executive Officer (CEO): Robert J Milliman Daytime Phone: 763-234-6898 Email: anv@isra@hotmail.com

## Nonprofit Status

Attach a copy of ONE of the following for proof of nonprofit status:

- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.  
 Don't have a copy? This certificate must be obtained each year from:  
 Minnesota Secretary of State  
 Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Phone: 651-296-2803
- 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 at 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:  
 a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. 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):

Wings North Hunt Club  
 Address (do not use PO box): 19379 Homestead Rd Pine City City or Township: Pine City Zip Code: 55063 County: Pine

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

Aug 15th 2015

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 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 the **LIST OF LICENSEES**, or call 651-539-1900.

**Local Unit of Government Acknowledgment**

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px; text-align: center;"> <p><b>Local unit of government must sign.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county).</b> 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 349.166.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>
---	--

**Chief Executive Officer's Signature**

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: *Robert Milliman* Date: 2/14/15  
 Print Name: ROBERT MILLIMAN

**Requirements**

<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days, or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Send application with:</b></p> <p>_____ a copy of your proof of nonprofit status, and</p> <p>_____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p><b>Financial report and recordkeeping required.</b> A financial report form and instructions will be sent with your permit, or use the online fill-in form available at <a href="http://www.mn.gov/gcb">www.mn.gov/gcb</a>.</p> <p>Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p> <p>This form will be made available in alternative format (i.e. large print, Braille) upon request.</p>
--	--

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.



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

- 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 Clement*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for the Moose Lake Area Chamber of Commerce to conduct Minnesota lawful gambling on October 16, 2015 at the Moose Lake Golf Course, 35311 Parkview Dr, Sturgeon Lake, MN (*Windemere 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 prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

**Application fee (non refundable)**

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

**ORGANIZATION INFORMATION**

Organization name: Moose Lake Area Chamber of Commerce  
 Previous gambling permit number: X-32644-13-005

Minnesota tax ID number, if any: 2731672  
 Federal employer ID number (FEIN), if any: 41-1478683

**Type of nonprofit organization. Check one.**

Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address: PO Box 110  
 City: Moose Lake State: MN Zip code: 55767 County: Carlton

Name of chief executive officer [CEO]: Amy Perrine, President  
 Daytime phone number: (218) 372-3767  
 E-mail address: amy.l.perrine@gmail.com

**NONPROFIT STATUS**

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.  
 Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
 Phone: 651-296-2803

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 at 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:  
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. 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.  
 Moose Lake Golf Course

Address [do not use PO box]: 35311 Parkview Drive  
 City or township: Windemere Zip code: 55783 County: Pine

Date[s] of activity. For raffles, indicate the date of the drawing.  
 October 16, 2015

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

Bingo\*  Raffle [total value of raffle prizes awarded for year \$15000]  Paddlewheels\*  Pull-tabs\*  Tipboards\*

\*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.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**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 \_\_\_\_\_

Local unit of government must sign

**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 Minnesota Statutes 349.166.]

Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

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 Amy L. Perrine Date 6/22/15

Print name Amy L. Perrine

**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

**Send application with:**

- a copy of your proof of nonprofit status, and
- application fee (non refundable). Make check payable to "State of Minnesota."

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

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

**Questions?**

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

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

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.



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

- 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 Clemons*  
Department Head signature

### Background information on Item:

Application for Exempt Permit for the NWTF Chapter, Pine County Thunderin' Toms to conduct Minnesota lawful gambling on October 24, 2015 at Tank's Tavern, 39109 State Hwy 48, Hinckley, MN (Arlone 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.

**Fee is \$50 for each event**

For Board Use Only  
 Check # \_\_\_\_\_  
 \$ \_\_\_\_\_

**ORGANIZATION INFORMATION**

Organization name NWTF Chapter 1 Pine County Thunder N Toms Previous gambling permit number X-05911

Type of nonprofit organization. Check (✓) one. NATIONAL Wild Turkey Federation  
 Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address 9865 Pine Shore Dr Pine City State/Zip Code MN 55063 County PINE

Name of chief executive officer (CEO) WARREN DUFRESNE Daytime phone number 320-492-7774

**ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS**

★ Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.  
 Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

Internal Revenue Service - 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, send your federal ID number and the date your organization initially applied for tax exempt status to:  
 IRS, P.O. Box 2508, Room 4010, Cincinnati, OH 45201

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

Internal Revenue Service - proof previously submitted to Gambling Control Board  
 If you previously submitted proof of nonprofit status from the Internal Revenue Service, no attachment is required.

**GAMBLING PREMISES INFORMATION**

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)  
TANKS TAVERN

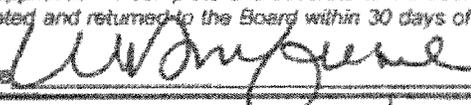
Address (do not use PO box) 39109 Hwy 48 City Abovevale Zip Code 55037 County PINE

Date(s) of activity (for raffles, indicate the date of the drawing)  
OCTOBER 24, 2015

Check the box or boxes that indicate the type of gambling activity your organization will conduct:  
 \*Bingo  Raffles  \*Paddlewheels  \*Pull-Tabs  \*Tipboards

\* Gambling equipment for pull-tabs, tipboards, paddlewheels, and bingo (bingo paper, hard cards, and bingo number selection device) must be obtained from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p><b>If the gambling premises is within city limits, the city must sign this application.</b></p> <p>Check (✓) the action that the city is taking on this application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print city name _____</p> <p>On behalf of the city, I acknowledge this application. Signature of city personnel receiving application _____</p> <p>Title _____ Date ____/____/____</p>	<p><b>If the gambling premises is located in a township, both the county and township must sign this application.</b></p> <p>Check (✓) the action that the county is taking on this application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print county name _____</p> <p>On behalf of the county, I acknowledge this application. Signature of county personnel receiving application _____</p> <p>Title _____ Date ____/____/____</p> <p><b>TOWNSHIP:</b> 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 (Minnesota Statute 349.213, subd. 2)]</p> <p>Print township name _____</p> <p>Signature of township official acknowledging application _____</p> <p>Title _____ Date ____/____/____</p>

CHIEF EXECUTIVE OFFICER'S SIGNATURE	
<p>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 date of our gambling activity</p>	
<p>Chief executive officer's signature  Date <u>6/21/15</u></p>	
<p><b>Complete an application for each gambling activity</b></p> <ul style="list-style-type: none"> <li>• one day of gambling activity</li> <li>• two or more consecutive days of gambling activity</li> <li>• each day a raffle drawing is held</li> </ul> <p><b>Send application with:</b></p> <ul style="list-style-type: none"> <li>• a copy of your proof of nonprofit status, and</li> <li>• \$50 application fee for each event.</li> </ul> <p>Make check payable to "State of Minnesota."</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p><b>Financial report and recordkeeping required</b></p> <p>A financial report form and instructions will be sent with your permit. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-639-4076.</p>

**Data privacy.** This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested,

the Board will be able to process your application. Your name and your organization's name and address will be public information when received by the Board. All the other information you provide will be private data until the Board issues your permit. When the Board issues your permit, all of the information provided to the Board will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your name and your organization's name and address which will remain public. Private data 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, Finance, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are 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 consent



# AGENDA REQUEST FORM

Date of Meeting: 7/7/2015

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

**Agenda Item:** Accept \$2,400 grant from the Greater Pine Area Endowment

**Department:** HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

HHS applied for a grant so that the department could purchase anatomically correct dolls for the purpose of using the dolls as interview aids (for interviews with children who have disclosed alleged sexual abuse). HHS was awarded a grant from the Greater Pine Area Endowment, a component fund of the Initiative Foundation, in the amount of \$2,400 to use for this project.

### Action Requested:

Accept the \$2,400 grant from the Greater Pine Area Endowment, a component fund of the Initiative Foundation.

### Financial Impact:

N/A

(320) 632-9255  
405 First Street SE  
Little Falls, MN 56345



[ifound.org](http://ifound.org)

June 11, 2015

Ms. Becky Foss  
Pine County Department of Human Services  
315 Main Street South, Suite 200  
Pine City, MN 55063

RE: GPAE #15-5071

Dear Ms. Foss:

Congratulations! This letter is to advise you that the Greater Pine Area Endowment, a component fund of the Initiative Foundation, has approved a grant to Pine County Department of Human Services in the amount of \$2,400 for the *Child Abuse Advocacy Tool* project. The grant period runs from June 1, 2015 to September 30, 2015. A check for that amount is enclosed. We are confident that your project will have a positive impact on the people served by the Greater Pine Area Endowment.

Prior to depositing this check, please acknowledge receipt of the grant payment by signing the back of this letter and returning an original signed copy of this letter to the Initiative Foundation office. Your signature indicates that you agree to use the grant funds only for the purpose described in your grant application and that you will obtain consent from the Initiative Foundation if you intend to deviate from your original grant application in a substantial way. Additionally, your signature indicates your agreement to repay to the Foundation any portion of the grant which is not used for the purposes specified in your grant application. In your publicity for this project, please acknowledge (using the italicized language) that: *"This project was funded in part by the Greater Pine Area Endowment, a component fund of the Initiative Foundation."*

A final Financial Report and Grantee Progress Report will be due within 30 days following the end of your grant period. You can find and submit these reports online through your My Account page. You are asked to provide a verbal update to the Greater Pine Area Endowment.

Feel free to call me if you have any questions or need further information. Best wishes with your project!

Sincerely,

A handwritten signature in black ink that reads 'Kristin Ackley'.

Kristin Ackley  
Turn Key Specialist

Enclosures

cc: Greater Pine Area Endowment



Powering Possible

Equal opportunity lender, provider and employer.



# AGENDA REQUEST FORM

Date of Meeting: July 7th, 2015

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

5 mins  10 mins  15 mins  Other

Agenda Item: Acceptance of Remote Electronic Alcohol Monitoring Grant dollars

Department: Probation

Terry Fawcett

Digitally signed by Terry Fawcett  
DN: cn=Terry Fawcett, o=Pine County, ou=Probation,  
email=terry.fawcett@co.pine.mn.us, c=US  
Date: 2015.06.22 09:01:04 -05'00'

Department Head signature

### Background information on Item:

Acceptance of \$17,000 for periods of 7/1/2015 to 6/30/2017 for Department of Corrections REAM (Remote Electronic Alcohol Monitoring) Grant.

### Action Requested:

Approve receipt of grant dollars

### Financial Impact:

These dollars allow for DWI offenders to be placed on the REAM grant to allow them to continue living in the community in lieu of incarceration post pre-trial and post-sentence. This subsidy is specifically for adult DWI offenders who are considered indigent when they are sentenced. Clients can be fully or partially subsidized by the grant, based upon a sliding fee scale.

# STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its commissioner of corrections (State), and **Pine County Probation (REAM)** (Grantee), 635 Northridge Drive NW, Suite 290, Pine City, MN 55063.

## Recitals

1. Under § **Minn. Statute 241.31, Subd. 7** the State is empowered to enter into this grant.
2. The State is in need of **Remote Electronic Alcohol Monitoring** programming.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Agreement

### 1 Term of Grant Agreement

- 1.1 **Effective date: July 1, 2015**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.  
**The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date: June 30, 2017**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will provide the programs and services described in **Exhibit A** which is attached and hereby incorporated by reference and made a term of this agreement.

### 3 Time

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

### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

This sum includes awards for the purposes listed below in accordance with applicable law and payable in the manner outlined in this provision. The total obligation of the STATE for all payments to GRANTEE will not exceed the annual amounts stated for each grant. Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however it will require that a revised budget be submitted to the STATE's authorized representative. Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. Decreases and increases in grant awards only apply to competitive funding streams such as Remote Electronic Alcohol Monitoring (REAM) and Sex Offender Programming.

**Compensation.** The Grantee will be paid:

**Fiscal Year 2016 (Year 1)**

<b>\$8,500</b>	<b>Remote Electronic Alcohol Monitoring</b>
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**Fiscal Year 2017 (Year 2)**

<b>\$8,500</b>	<b>Remote Electronic Alcohol Monitoring</b>
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Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized.

Grant agreements for REAM and Sex Offender Programming will be reviewed for fund usage six months into the second year of grant agreement. If the GRANTEE has not used all of Year 1 funds and an appropriate portion of Year 2 funds at the time of the review, the grant funding for Year 2 will be reduced accordingly.

- (1) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$17,000**.

4.2. **Payment**

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: The GRANTEE must submit Financial Status Report forms on a quarterly basis. Payment for expenditures will be on a reimbursement basis.

Any reduction in funding may be made via a revised budget. Any increase in funding will require an amended grant agreement.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title \_\_\_\_\_ CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

**5 Conditions of Payment**

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

## 6 Authorized Representative

The State's Authorized Representative is **Nan Roberts, Grant Monitor, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108**, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Terry Fawcett, Director, Pine County Probation (REAM), 635 Northridge Drive NW, Suite 290, Pine City, MN 55063**. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State, and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8 Liability

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

## 9 State Audits

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

## 10 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee response to the request shall comply with applicable law.

## 11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

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

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination

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

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

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantor notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15 Data Disclosure**

Under Minn. Stat. § 270.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Fiscal Reporting Requirements**

All requests for funds by Grantee shall be submitted to State within thirty (30) days after the end of the reporting period utilizing the format identified.

REAM grantees are required to submit a **Quarterly Data Report** provided along with the **Financial Status Report** on quarterly basis.

**17 Program Evaluation**

State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee, which may include a site visit of Grantee or contact with other agencies in Grantee's service area, interviews with paid or volunteer staff and/or contact with service recipients of Grantee. State reserves the right to request additional information from Grantee to carry out its evaluation.

APPROVED:

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed	<i>Eura Thomas</i>
Date	<i>5/29/2015</i>
Encumbered: SWIFT Contract/PO No.	<i>93832 / 3-55708</i>

**2. GRANTEE:**

GRANTEE certifies that the appropriate person(s) have executed the agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

**3. STATE AGENCY:**

Agency signatory approves grant agreement

By
Title
Date

Distribution:  
DOC Financial Services Unit  
Grantee  
State's Authorized Representative - Photo Copy

MAY 18 2015

**PROGRAM INFORMATION SHEET**  
**Remote Electronic Alcohol Monitoring**  
**July 1, 2015 - June 30, 2017**

This form is to be used as the cover sheet for your application. Submit one (1) original unstapled and six (6) stapled copies of the complete application. This form needs to be completed in its entirety.

<b>APPLICANT ORGANIZATION - LEGAL NAME AND ADDRESS: This is the fiscal agent with whom the agreement will be executed.</b>	<b>Agreements will not be processed without the fiscal agent's Minnesota Tax ID Number and Federal Employer ID Number.</b>
Pine County Probation Pine County Courthouse 635 Northridge Dr NW Ste 290 Pine City, MN 55063	MN Tax ID#: 8027416  Federal Employer ID#: 41-6005864  State Vendor # (If known):
<b>PROGRAM NAME:</b> (If different from applicant agency)	<b>PROGRAM AUTHORIZED REPRESENTATIVE NAME AND TITLE:</b>  Terry Fawcett, Pine County Probation Director  Telephone Number: 320-591-1547 E-mail address: <a href="mailto:terry.fawcett@co.pine.mn.us">terry.fawcett@co.pine.mn.us</a> FAX #: 320-591-1555

<b>AMOUNT OF FUNDS REQUESTED:</b> FY 2016: \$ 8,500 FY 2017: \$ 8,500	<b>GRANT START DATE:</b> 07-01-15	<b>GRANT END DATE:</b> 6-30-17
<b>SERVICE AREAS: List cities or counties you will be serving.</b> Pine County  <b>ESTIMATED POPULATION OF SERVICE AREAS:</b> 29,750		

<b>I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.</b>	
<b>AUTHORIZED SIGNATURE:</b>   <b>TITLE:</b> Pine County Probation Director	<b>DATE:</b> 05/13/2015

**PROGRAM DESCRIPTION, Part I**  
**Remote Electronic Alcohol Monitoring**  
**July 1, 2015 - June 30, 2017**

Use no more than 4 pages to address/answer each of the 6 points/questions below:

1. Vendor name, tasks, and responsibilities

Provide the name(s) of your REAM vendor(s) and describe the services they provide for your REAM program. If you are not using a vendor, describe the services you provide.

*Midwest Monitoring & Surveillance is our vendor. The vendor responsibilities include:*

- *Responding to requests for program services in a timely manner*
- *Completing defendant orientation to alcohol monitoring including signing the contract and setting out payment directions/expectations.*
- *Providing case management*
- *Reporting pre-trial violations to the EM Coordinator*
- *Reporting post-trial violations to the supervising probation agent*
- *Providing documentation to support violations. We primarily use email notification. This also allows email information to be cut and pasted directly into CSTS chronos.*

1. Coordination and support of the court and law enforcement agencies

Briefly describe how your agency works together with the court and law enforcement agencies in coordinating services related to the REAM program.

*Pine County has been a REAM grant recipient since 1998 when the Tenth Judicial District Court administered the program for multiple counties in the district. In 1998 the Pine County Jail took over the grant and in 2002 it was moved to Pine County Probation. This is a long standing collaboration between courts, our Sheriff department and the probation department.*

*Specifically, the court provides support by ordering the option of electronic monitoring in pre-trial cases as an alternative to maximum jail without conditions and by following statute with staggered sentences post-sentence. Other than Mille Lacs Band Tribal Police, the Pine County Sheriff's Department is the only local law enforcement agency in Pine County. They have been responsive to violations when calls are placed to Pine County Dispatch. Jail staff has been extremely cooperative by providing preliminary information to offenders including informing them of the necessary deposit money they need before they can be hooked up.*

2. REAM protocols/procedures

Provide a brief description of protocols/procedures related to implementing your REAM program, including:

- a) procedures for equipment hookup, de-installations and retrieval
- b) procedures on responding to violation of the no alcohol use condition
- c) consequences for violations

PROGRAM DESCRIPTION

*DWI offenders may be placed on the Remote Electronic Alcohol Monitor – REAM to allow the offender to continue living in the community in lieu of incarceration post pre-trial and post-sentence. Necessary for monitoring are:*

- 1) *A Pine County Court Order*
- 2) *Technology has now expanded and given flexibility to offenders who do not have land lines to use SCRAM or cellular units.*
- 3) *Arrangements for funding.*

STEPS for HOOK-UP

- 1) *Offenders must have the deposit in-hand.*
- 2) *Offenders must meet with the EM Coordinator to gather referral information and determine grant eligibility.*

- 3) *EM Coordinator will fax referral information to the monitoring company to dispatch a Field Service Officer for registration and orientation on the electronic monitor.*
- 4) *The Field Service Officer will usually be out within six hours (24 hours max) to the jail (when the offender is in custody) or to the offender's home to take the deposit, provide payment instructions, and provide the equipment with necessary instruction.*

#### REAM REQUIREMENTS

*Offenders will be expected to follow all requirements of their Court Order as it pertains to electronic monitoring:*

- 1) *Calls must be taken on time, usually three times per day.*
- 2) *Calls cannot be more than 12 hours apart.*
- 3) *Time changes can be made with the monitoring company as long as it does not become excessive. A change fee may be assessed.*
- 4) *Any equipment problems should be directed to the monitor company.*

#### VIOLATIONS

*A written violation protocol (Appendix A) instructs the Monitoring Company how to respond to different violations.*

*Violations may consist of:*

- 1) *Consumption of alcohol*
- 2) *Use of any products with alcohol in them*
- 3) *Missed calls*
- 4) *Failure to active the monitor*
- 5) *Calls exceeding 12 hours from the last call*
- 6) *Tampering with equipment.*
- 7) *Failure to keep current with payments.*

*Violators will risk termination from the monitor and will likely have additional consequences including a possible return to jail and/or increased bail. Failure to return equipment can result in continued costs assessed by the monitoring company and possible theft charges filed by the County Attorney's office.*

#### 3. Equipment

Provide a list of the equipment used (make or model), and a brief description of each type of equipment.

*In the past year we have transitioned to the Scram Remote Breath unit which is cellular. This has been a good transition for offenders, the department, and the vendor. Land lines are much less frequent today. The portable cell unit provides less late test violations. The facial recognition provides less manual confirmations. We like the GPS feature that locks in the offenders location when they take the test. Our use of agent approved SCRAM ankle units which measures alcohol through sweat has declined. These units do not report alcohol use real time. However, they are still used and available when we have reception issues such as landlines with copper wiring and lack of cell reception which can occur in parts of our rural county.*

#### 4. Per diem rate or cost of equipment and maintenance

What is the per diem rate or the cost per day to lease each type of equipment used if you are using a vendor? If using your own equipment, how much does it cost to purchase and maintain them?

*The 2015 rate is \$ 10.50 per day for the cellular breath unit. The equipment belongs to the vendor who provides all repair and maintenance. The cost for the SCRAM bracelet unit varies from is \$14.50 to \$ 16.50 per day dependent upon the means of test submission (landline, Ethernet, or cellular). Of these amounts, \$2.00 per day is an administrative fee that comes back to Pine County. Grant funding does not cover the \$ 2.00 administrative fee portion which is assessed to the offender.*

#### 5. REAM grant subsidy method

REAM grants are specifically for adult DWI offenders who are considered indigent when they are sentenced by a judge to be on monitoring. How does your program determine whether an offender can pay the full cost of monitoring (ineligible for REAM funds) or should be fully- or partially-subsidized by the grant? *If using a*

*sliding fee scale to determine an offender's ability to pay, please include the scale with your proposal.*

*To receive assistance:*

- *Offender must pay the required deposit.*
- *Eligibility is determined on a sliding fee scale based upon gross family income and number of dependents. (See Attachment C)*
- *Income will be verified by payroll stubs, income tax reports, or other relevant means.*
- *Grant dollars are based upon availability. Duration of assistance is also determined by available funds. To ensure that funds are available for our full grant year, offenders are often limited to funding assistance for 30-90 days.*
- *Offenders will lose the grant funding after three violations.*

**PROGRAM DESCRIPTION, Part II**  
**Remote Electronic Alcohol Monitoring**  
**July 1, 2015 - June 30, 2017**

7. Estimated number of clients

**A. For currently DOC-funded REAM programs only.** Please provide the number of offenders participating in the REAM program in the past two years: *(If your REAM program is new or has not been funded by the DOC in the last 2 years, go to part B)*

Fiscal Year	Number of DWI offenders who were partially subsidized by the REAM grant	Number of DWI offenders who were fully subsidized by the REAM grant
2013 (7/1/2012 - 6/30/2013)	<b>24</b>	<b>14</b>
2014 (7/1/2013 - 6/30/2014)	<b>10</b>	<b>19</b>

**B. For new REAM programs or REAM programs that are not currently funded by the DOC.** Please provide an estimated number of DWI offenders that will participate in the REAM program per fiscal year:

Fiscal Year	Number of DWI offenders who will be partially subsidized by the REAM grant	Number of DWI offenders who will be fully subsidized by the REAM grant
2016 (7/1/2015 - 6/30/2016)		
2017 (7/1/2016 - 6/30/2017)		

8. What is the total population of the geographical area served by your REAM program?

*Pine County is 29,750. However, we will provide funding for offenders who committed their DWI in Pine County but reside elsewhere.*

9. What breath or blood alcohol level is considered a positive alcohol phone in (examples: .02, .03)?

*We consider .03 a positive test, although we ask the vendor to report all positive tests.*

10. What percentage of your REAM funds will be used to monitor DWI offenders who are ordered to abstain from the use of alcohol as a condition of:

Pretrial release? 11.4 % - Calendar Year 2014

*This number has decreased over the years. We believe a significant factor is that more defense attorneys are recommending their clients pay full bail without conditions because it is cheaper in the long run than going on REAM pending resolution of their case. We have reduced the amount of grant money by limiting the duration of assistance over the years because of the smaller amount of grant money available to us than before.*

Supervised release or probation (post-sentence)? 88.6 % - Calendar Year 2014

*We are seeing a trend that probation agents are using REAM as a sanction more frequently on alcohol use violation Sanction Agreements. This could potentially attribute to an increase in post-sentence use.*

**TOTAL ANNUAL BUDGET**  
**Remote Electronic Alcohol Monitoring**  
**July 1, 2015 - June 30, 2017**

**PROGRAM NAME:** PINE COUNTY PROBATION

Unless you expect significant differences in the budgets for FY2016 and FY2017, you need only submit **one annual budget form**. The budget should detail proposed expenditures for a one-year period. List the sources of all funds needed to meet your proposed budget. Because budgets are best-guess estimates, please round to the nearest dollar. Use only the space provided. Whenever possible, general administrative costs (rent, audit, bookkeeping) should be included in the appropriate line item.

Line Item Expense	A Total Proposal Budget	B Amount Requested from DOC For this Grant
Personnel		
Fringe Benefits		
Contract Services	<b>\$ 8500</b>	<b>\$ 8500</b>
Travel		
Training		
Printing		
Postage		
Telephone		
Publicity/Advertising		
Rent/Mortgage		
Utilities		
Insurance		
Maintenance/Repair		
Office Supplies		
Program Supplies		
Equipment		
Other (Specify)		
<b>TOTALS</b>	<b>\$ 8500</b>	<b>\$ 8500</b>

## ANNUAL PERSONNEL BUDGET

Remote Electronic Alcohol Monitoring

July 1, 2015 - June 30, 2017

PROGRAM NAME: PINE COUNTY PROBATION

This budget should detail personnel costs for **a one-year period**. List all staff paid partially or wholly with DOC sources for this program in the first column. In the second column, list the percentage of time each position spends providing services in the program. In the remaining column, list the amount that is paid for by DOC through this grant. Total the salaries at the bottom. The total should equal the personnel line item listed in the Total Annual Budget.

If necessary this form may be reproduced.

Position/Title	*F.T.E. in this Program	DOC Funded Salary (Do NOT include fringe benefits)
<i>NONE (county funded)</i>		
Total		

**\*F.T.E.** List the amount of staff time each position spends in this program. For example, if a full-time therapist works 40 percent time in this program and 60 percent time in another program, list only 40 percent. To figure the FTEs, divide the total number of hours worked in a year for this program by 2080. For example, if an employee works 32 hours a week in this program, multiply 32 hours x 52 weeks = 1664 hours, then divide by 2080 = .80 FTE.

**ANNUAL BUDGET NARRATIVE**  
**Remote Electronic Alcohol Monitoring**  
**July 1, 2015 - June 30, 2017**

PROGRAM NAME: PINE COUNTY PROBATION

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This narrative should detail proposed expenditures for **a one-year period**. Explain in detail each line item charged to DOC on the Total Annual Budget form and show how expenses are estimated. List the line items in order as they appear in the budget. Provide a narrative that includes an explanation of costs such as rates for mileage, fringe benefits (i.e., FICA, PERA, life and medical insurance, pension), contract service fees, and equipment, etc.

You do not need to repeat information from the Annual Personnel Budget page.

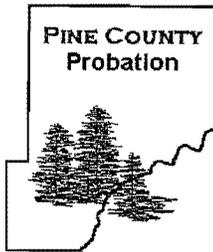
**\$ 8,500**

*34 clients receiving grant funding in a year (the average over the past 2 FYs)  
with an average of 35 days on the monitor by 50% funding  
At an average of \$ 6.00 per day grant assistance = \$ 7,140 rounded to \$8,500*

*Potential REAM cost per unit with full grant eligibility:*

<i>Cellular Alcohol</i>	<i>\$ 8.50 per day</i>
<i>SCRAM</i>	<i>\$ 12.50-14.50 per day</i>

*See Attachment B for historical data of client use and number of grant recipients.*



**ATTACHMENT A**  
**Pine County Protocols – Page 1**  
 Updated: April 17, 2014

**Protocol choices from the Pine County MMS EM Referral Form:**

Pre-Trial     
  Sentenced     
  Intensive DWI

**Pre-Trial Supervision**

Violation	Immediate / Next Day	Response Protocol	
<b>Alcohol Monitoring</b>			
Missed calls in excess of 12 hours and/or incomplete tests	Immediate	<b>For Immediate Reporting-</b> <i>(If no answer, leave message and move on to next number)</i>  <b>During Business Hours (8 AM to 4:30 PM) – Call Laura Stylski</b> Office: 320-591-1549 Cell: 320-591-0539 Main Office: 320-591-1550  <b>After hours/weekends – Call Laura Stylski</b> Cell: 320-591-0539 Unavailable: 320-279-1282 <i>(This is the 24 / 7 office cell phone)</i>  Still Unavailable: <b>Call to Pine County Sheriff's Department</b> at 320-629-8380. Dispatch has been instructed to send an officer as available for Pine County residents and teletype a MN County's Sheriff's Department where the offender resides to dispatch an officer if available.  <b>For next day reporting - Email notification only.</b>  <b>General Protocol</b> All response types include follow-up email notification to: 1) Denise Christensen, Case Aide/EM Coordinator – <a href="mailto:denise.christensen@co.pine.mn.us">denise.christensen@co.pine.mn.us</a> 2) Terry Arola, Pine Co Probation Director – <a href="mailto:terry.arola@co.pine.mn.us">terry.arola@co.pine.mn.us</a> 3) Laura Stylski Pine County Pre-Trial Adult Supervision – <a href="mailto:laura.stylski@co.pine.mn.us">laura.stylski@co.pine.mn.us</a>	
Deliberate attempts to deceive test – To include any attempt to falsify results or have someone else take tests	Immediate		
Positive BAC .03 and over	Immediate		
Positive BAC under .03	Next Day		
Calls not taken on schedule but under 12 hours from last call	Next Day		
Positive BAC that results in .000 on a follow up call.	No notification necessary		
<b>RF Bracelet Monitoring (House Restriction)</b>			
Transmitter out of range unscheduled	Next Day		
Did not return on time	Next Day		
Transmitter Open Strap	Next Day		
<b>GPS Monitoring</b>			
Inclusion Zone Violation - Client is not present in a "lockdown" location.	Next Day		
Exclusion Zone Violation Client entered a restricted area	Immediate		
Transmitter Open Strap	Next Day		

**Sentenced / Probation**

Violation	Immediate / Next Day	Response Protocol	
<b>Alcohol Monitoring</b>			
Missed calls and/or incomplete tests	Immediate	<b>For Immediate Reporting-</b> <i>(If no answer, leave message and move on to next number)</i>  <b>During Business Hours (8 AM to 4:30 PM) – Call Agent (per referral form)</b> Office: 320-591-1549 Cell: 320-591-0539 Main Office: 320-591-1550  <b>After hours/weekends – Call Agent (per referral form)</b> Cell: 320-591-0539 Unavailable: 320-279-1282 <i>(This is the 24 / 7 office cell phone)</i>  Still Unavailable: <b>Call to Pine County Sheriff's Department</b> at 320-629-8380. Dispatch has been instructed to send an officer as available for Pine County residents and teletype a MN County's Sheriff's Department where the offender resides to dispatch an officer if available. <b>Exception:</b> Wisconsin residents will result in next day notification.  <b>For Next Day Reporting - Email notification only.</b>  <b>General Protocol</b> All response types include follow-up email notification that includes confirmation that the Pine County Sheriff's Department was contacted to: 1) Denise Christensen, Case Aide/EM Coordinator – <a href="mailto:denise.christensen@co.pine.mn.us">denise.christensen@co.pine.mn.us</a> 2) Terry Arola, Pine Co Probation Director – <a href="mailto:terry.arola@co.pine.mn.us">terry.arola@co.pine.mn.us</a> 3) Agent Handling the Case (per referral form)	
Deliberate attempts to deceive test or tamper with equipment– To include any attempt to falsify results or have someone else take tests	Immediate		
Positive BAC .03 and over	Immediate		
Positive BAC under .03	Next Day		
Positive BAC that results in .000 on a follow up call.	No notification necessary		
<b>RF Bracelet Monitoring (House Restriction)</b>			
Transmitter out of range unscheduled	Next Day		
Did not return on time	Next Day		
Transmitter Open Strap	Next Day		
<b>GPS Monitoring</b>			
Inclusion Zone Violation - Client is not present in a "lockdown" location.	Next Day		
Exclusion Zone Violation Client entered a restricted area	Immediate		
Transmitter Open Strap	Next Day		

**Intensive DWI Program**

Violation	Immediate / Next Day	Response Protocol
<b>Alcohol Monitoring</b>		
Missed calls and/or incomplete tests	Immediate	<b>For Immediate Reporting-</b> <i>(If no answer, leave message and move on to next number)</i>  <b>During Business Hours (8 AM to 4:30 PM) – Call Jeremie Reinhart</b> Office: 320-591-1548 Cell: 612-309-2431 Main Office: 320-591-1550  <b>After hours/weekends – Call Jeremie Reinhart</b> Cell: 612-309-2431 Unavailable: 320-279-1282 <i>(This is the 24 / 7 office cell phone)</i> Still Unavailable: <b>Call to Pine County Sheriff's Department</b> at 320-629-8380. Dispatch has been instructed to send an officer as available for Pine County residents and teletype a MN County's Sheriff's Department where the offender resides to dispatch an officer if available.  <b>For next day reporting - Email notification only.</b>  <b>General Protocol</b> All response types include follow-up email notification to: 1) Denise Christensen, Case Aide/EM Coordinator – <a href="mailto:denise.christensen@co.pine.mn.us">denise.christensen@co.pine.mn.us</a> 2) Terry Arola, Pine Co Probation Director – <a href="mailto:terry.arola@co.pine.mn.us">terry.arola@co.pine.mn.us</a> 3) Jeremie Reinhart, DWI ISP Agent – <a href="mailto:jeremie.reinhart@co.pine.mn.us">jeremie.reinhart@co.pine.mn.us</a>
Deliberate attempts to deceive test – To include any attempt to falsify results or have someone else take tests	Immediate	
Positive BAC .03 and over	Immediate	
Positive BAC under .03	Next Day	
Positive BAC that results in .000 on a follow up call.	No notification necessary	

**ATTACHMENT C**  
**PINE COUNTY SLIDING FEE SCALE**

<p><b><u>Income Verification:</u></b> Total Annual Gross Income \$</p> <p><input type="checkbox"/> All income sources verified</p> <ul style="list-style-type: none"> <li>- Payroll or other payment stubs (last four)</li> <li>- Income Tax form (self-employed)</li> <li>- Other receipts or documents</li> </ul>	<p>Number of Household members (Name/relationship):</p> <ul style="list-style-type: none"> <li>- Defendant</li> <li>-</li> <li>-</li> <li>-</li> <li>-</li> </ul>				
<p>Sources of Income &amp; Monthly Amount (Gross)-</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Employment... FT = 40 hr week</li> <li><input type="checkbox"/> Social Security/VA Disability</li> <li><input type="checkbox"/> Stocks &amp; Bond dividends</li> <li><input type="checkbox"/> Medicare</li> <li><input type="checkbox"/> Pension</li> <li><input type="checkbox"/> Other (describe)</li> </ul>	<p><b>Sliding Fee Scale - Gross Income &amp; Number Household members</b></p>				
<p><b><u>MIDWEST MONITORING</u></b> <b><u>For Standard Unit</u></b></p> <p>\$ 8.50 per day 2.00 ADMIN cost <b>\$ 10.50 per day full cost</b></p> <p>The <b>deposit</b> payment is due to the Midwest Monitoring Field Service Officer during hooked up. The deposit will apply towards the daily fees and is equal to two weeks of the offender's daily fee cost. The offender must remain current on their bill each week.</p>	<p><b><u>Daily Cost</u></b></p> <p>\$ 8.50 Grant \$ 2.00 Self</p> <p><b>Below</b> 11,670</p> <p><b>Deposit:</b> \$ 28 (Poverty level 2014-2015 rate)</p>	<p align="center">1</p> <p align="center"><b>Below</b> 11,671 to 14,588</p>	<p align="center">2</p> <p align="center"><b>Below</b> 15,731 to 19,663</p>	<p align="center">3</p> <p align="center"><b>Below</b> 19,791 to 24,738</p>	<p align="center">4 or more</p> <p align="center"><b>Below</b> 23,851 to 29,813</p>
<p align="center"><b><u>CURRENT GRANT DURATION:</u></b></p> <p align="center"><b>30 days</b></p> <p align="center">To re-visit amounts every 60 days</p>	<p>\$ 6.25 Grant \$ 4.25 Self</p> <p><b>11,671 to</b> <b>14,588</b></p> <p><b>Deposit:</b> \$ 59.50 (125% poverty)</p>	<p align="center"><b>11,671 to</b> <b>14,588</b></p>	<p align="center"><b>15,731 to</b> <b>19,663</b></p>	<p align="center"><b>19,791 to</b> <b>24,738</b></p>	<p align="center"><b>23,851 to</b> <b>29,813</b></p>
	<p>\$ 4.00 Grant \$ 6.50 Self</p> <p><b>14,589 to</b> <b>17,505</b></p> <p><b>Deposit:</b> \$ 91 (150% poverty)</p>	<p align="center"><b>14,589 to</b> <b>17,505</b></p>	<p align="center"><b>19,664 to</b> <b>23,595</b></p>	<p align="center"><b>24,739 to</b> <b>29,685</b></p>	<p align="center"><b>29,814 to</b> <b>35,775</b></p>
	<p>\$ 1.75 Grant \$ 8.75 Self</p> <p><b>17,506 to</b> <b>22,423</b></p> <p><b>Deposit:</b> \$ 122.50 (175% poverty)</p>	<p align="center"><b>17,506 to</b> <b>22,423</b></p>	<p align="center"><b>23,596 to</b> <b>27,528</b></p>	<p align="center"><b>29,686 to</b> <b>34,633</b></p>	<p align="center"><b>35,776 to</b> <b>41,738</b></p>
	<p>No grant \$ 10.50 Self</p> <p><b>Above</b> <b>20,424</b></p> <p><b>Deposit:</b> \$ 147.00</p>	<p align="center"><b>Above</b> <b>20,424</b></p>	<p align="center"><b>Above</b> <b>27,529</b></p>	<p align="center"><b>Above</b> <b>34,634</b></p>	<p align="center"><b>Above</b> <b>41,739</b></p>



# AGENDA REQUEST FORM

Date of Meeting: July 7th, 2015

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

Agenda Item: Acceptance of Caseload/Workload Grant

Department: Probation

Terry Fawcett Digitally signed by Terry Fawcett  
DN: cn=Terry Fawcett, o=Pine County, ou=Probation,  
email=terry.fawcett@co.pine.mn.us, c=US  
Date: 2015.06.22 08:16:17 -05'00

Department Head signature

### Background information on Item:

Caseload/Workload dollars are crucial to the overall probation budget. One FTE agent is paid out of this grant, as well as \$4,053 in contract services for restorative justice/diversion programming.

### Action Requested:

Acceptance of \$118,962 for periods 7/1/2015 to 6/30/2017 from the Department of Corrections from the Caseload/Workload grant to fund one FTE agent, as well as contract services for restorative justice/diversion.

### Financial Impact:

Acceptance of this grant will fund one FTE agent, which is the pre-trial agent in the Pine County Probation office. Restorative Justice/Diversion can also continue.

**STATE OF MINNESOTA  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its **Department of Corrections, Grants and Subsidies Unit, 1450 Energy Park Drive, Suite 200, St. Paul, Minnesota 55108**("STATE"), and **Pine County Probation, 635 Northridge Dr NW, Suite 290, Pine City, MN 55063**("GRANTEE").

**Recitals**

1. Under **Minn. Stat. § 244.22** the STATE is empowered to enter into this grant.
2. The STATE is in need of **Caseload/Workload** programming.
3. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the STATE.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 **Effective date.** This grant agreement will be effective on **July 1, 2015**, or the date the STATE obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later. **The GRANTEE must not begin work under this grant agreement until this agreement is fully executed and the GRANTEE has been notified by the STATE's Authorized Representative to begin the work.**
- 1.2 **Expiration date.** This grant agreement will expire on **June 30, 2017**, or on the date all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The GRANTEE, who is not a state employee, will provide the programs and services described in the Grant Application, which is attached as **Exhibit A** and hereby incorporated by reference and made a term of this agreement. Pursuant to Minn. Stat. § 16B.98, subd. 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

**3 Time**

The GRANTEE must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

**4 Consideration and Payment**

4.1 **Consideration.** The STATE will pay for all services performed by the GRANTEE under this grant agreement as follows:

(a) **Compensation.** The GRANTEE will be paid:

**Fiscal Year 2016 (Year 1)**

<b>\$59,481</b>	<b>Caseload/Workload</b>
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**Fiscal Year 2017 (Year 2)**

<b>\$59,481</b>	<b>Caseload/Workload</b>
-----------------	--------------------------

This sum includes awards for the purposes listed below in accordance with applicable law and payable in the manner outlined in this provision

- (1) Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized.
- (2) Grant agreements for REAM and Sex Offender Programming will be reviewed for fund usage six months into the second year of grant agreement. If the GRANTEE has not used all of Year 1 funds and an appropriate portion of Year 2 funds at the time of the review, the grant funding for Year 2 will be reduced accordingly.

**(b) Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the GRANTEE as a result of this grant agreement will not exceed \$0; provided that the GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The GRANTEE will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$118,962**.

4.2. **Payment.** Payment for expenditure will be made on a reimbursement basis.

- (a) **Invoices.** The STATE will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. Invoices must be submitted quarterly within 30 days of the end of the reporting period.
- (b) **Adjustments.** Adjustments to decrease the amount of the grant award will not require an amendment to the grant agreement, however, GRANTEE must submit a revised budget to the STATE's authorized representative. Adjustments to increase the amount of the grant award will require an amended grant agreement, as well as submission of a revised budget. Decreases and increases in grant awards only apply to competitive funding streams such as Remote Electronic Alcohol Monitoring (REAM) and Sex Offender Programming.
- (c) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the STATE through Title \_\_\_\_\_ CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The GRANTEE is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the GRANTEE's failure to comply with federal requirements.

## 5 **Conditions of Payment**

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

**6 Authorized Representative**

The STATE's Authorized Representative is **Nan Roberts, Grant Monitor**, Minnesota Department of Corrections, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Terry Fawcett, Probation Director, Pine County Probation, 635 Northridge Dr NW, Suite 290, Pine City, 55063**. If the GRANTEE's Authorized Representative changes at any time during this grant agreement, the GRANTEE must immediately notify the STATE.

**7 Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The GRANTEE may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the STATE, and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the STATE fails to enforce any provision of this grant agreement, that failure does not waive the provision or the STATE's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**8 Liability**

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

**9 State Audits**

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

**10 Government Data Practices**

The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

If the GRANTEE receives a request to release the data referred to in this Clause, the GRANTEE must immediately notify the STATE. The STATE will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released. The GRANTEE response to the request shall comply with applicable law.

**11 Workers' Compensation**

The GRANTEE certifies that it is in compliance with the workers' compensation insurance requirement in Minn. Stat. § 176.181, subd. 2, The GRANTEE's employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE's obligation or responsibility.

**12 Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The GRANTEE must not claim that the STATE endorses its products or services.

**13 Governing Law, Jurisdiction, and Venue**

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

**14 Termination**

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

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

14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the Grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

**15 Data Disclosure**

Pursuant to Minn. Stat. § 270.65, subd. 3 and other applicable law, the GRANTEE consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of STATE obligations. These identification numbers may be used in the enforcement of federal and STATE tax laws which could result in action requiring the GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Fiscal Reporting Requirements**

The GRANTEE must submit a **Financial Status Report** quarterly. REAM GRANTEES are required to submit a **Quarterly Data Report** provided along with Financial Status Report on quarterly basis.

**17 Program Evaluation**

STATE shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of GRANTEE, which may include a site visit of GRANTEE or contact with other agencies in GRANTEE's service area, interviews with paid or volunteer staff and/or contact with service recipients of GRANTEE. STATE reserves the right to request additional information from GRANTEE to carry out its evaluation.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed	<i>Eua Thonai</i>
Date	<i>6/12/15</i>
Encumbered: SWIFT Contract/PO No.	<i>94474 / 3-56293</i>

**2. GRANTEE:**

GRANTEE certifies that the appropriate person(s) have executed the agreement on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

**3. STATE AGENCY:**

Agency signatory approves grant agreement

By
Title
Date

Distribution:  
DOC Financial Services Unit  
GRANTEE  
STATE's Authorized Representative - Photo Copy

MINNESOTA DEPARTMENT OF CORRECTIONS  
COMMUNITY SERVICES DIVISION

Continuation Proposal  
Project Information Sheet

ORIGINAL

FY 2016-FY 2017 CASELOAD/WORKLOAD REDUCTION GRANT FUND

<b>ORGANIZATION NAME AND ADDRESS:</b>	<b>CONTACT PERSON FOR THIS GRANT:</b>
Pine County Probation 635 Northridge Dr NW, Ste 290 Pine City, MN 55063	Pine County Probation Director
	<b>TELEPHONE:</b> 320-591-1547
	<b>FAX:</b> 320-591-1555

<b>ANNUAL BASE LEVEL OF FUNDING:</b> \$ 59,481
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CASELOAD/WORKLOAD STAFF	Full-Time Equivalents (FTEs)	
	FY2015 Actual	FY2016 Proposed
Supervisors	_____	_____
Probation/Assistant Probation Officers	<u>1</u>	<u>1</u>
Case Aides/Support Staff Other Professionals (list) :	_____	_____
_____	_____	_____
_____	_____	_____
Contract Service Employees	_____	_____
<b>TOTAL FTEs</b>	<u>1</u>	<u>1</u>

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

<b>AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>
	March 6, 2015
<b>TITLE:</b> Pine County Probation Director	

STATEMENT OF PROBLEM  
FY2016-FY2017

<b>PROGRAM NAME: PINE COUNTY PROBATION</b>	
<b>GRANT FUNDS:</b>	<b>Probation Caseload/Workload Reduction</b>

Briefly describe the impact caseload/workload funds have had on probation overcrowding in your jurisdiction.

*These dollars have served an extremely important role in developing strategies to deal with the workload in Pine County especially as state revenue sources continue to decline. Without these dollars, we would not be able to implement evidence-based practice to focus resources on the highest risk offenders.*

*These dollars have been used to fund our lowest salaried agent on staff to maximize our state dollars. The currently funded **agent position** is a pre-trial agent position providing pre-trial programming that includes bail studies, conditional release supervision and the majority of the PSI's. In 2014 this agent's caseload averaged about 59 offenders. In addition, the Pine County Probation Department probation survey placed 593 additional offenders under probation supervision on 12-31-14. Probation agent staff compliment includes 2.5 FTE juvenile positions and 3.9 FTE adult positions.*

*Utilizing elements of evidence-based best practices we have implemented a continuum of supervision across both adult and juvenile caseloads. We have Case Management and Supervision Standards for both juveniles and adults that define which offenders receive either the YLS/CMI or LS/CMI assessment and then identify contact standards. For the large numbers on the adult side we have a .4 FTE position that does intake on newly sentenced offenders to review initial court-ordered conditions, gather offender information, and determine risk and thus supervision level.*

*We have an intensive juvenile agent who deals with a small caseload of high risk juvenile offenders. In addition, we have an intensive adult agent who deals with the repeat DWI offender and the very high risk offenders. Both an adult and juvenile agent has a medium supervision caseload, where the juveniles are medium risk and the adults are at high risk to reoffend. Lastly, we have an agent that provides low supervision to the low risk juvenile and medium risk adult offenders. In the past year we have adopted an early discharge policy with our local bench so that eligible low risk offenders can be formally discharged from probation. We also close out many minor adult cases as "inactive" when special conditions are met and the offender is not subject to restrictive conditions. Again, this is in an effort to focus available resources on the highest risk offenders.*

*In the past we used some of the Caseload/Workload dollars to offset the cost of a case aide position to assist with the lowest risk adult and juvenile offender, as well as provide other direct support services to agents. These dollars funded the original position and benefits at .8 FTE. The portion covered by state dollars has declined as salary and benefit costs went up and state cuts were passed on to counties.*

*The case aide currently monitors approximately 300 low and very low risk adult offenders on unsupervised probation. She also monitors the juvenile traffic offenders and juvenile petty offenders (JPO) that are placed on probation. That caseload averages around 12 juvenile offenders.*

*The **contract services** dollars allows us to contract with an individual contractor for juvenile diversion and restorative justice programming.*

Describe any problems you continue to have with probation overcrowding.

*Both State and County budget deficits have required us to continually re-evaluate our supervision expectations to meet minimum standards and yet apply best-practice the best we can with existing resources. The burden on the county levy continues to grow as the county picks up the unfunded statutory CPO reimbursement and benefit /salary increases of the above mentioned positions.*

*Perhaps, in part because we are using assessment tools to identify high risk domains, we are finding a significant number of our offenders to have mental health problems. Our juvenile sex offender population is high as well. We have found evidence-based practice to be time consuming when implemented properly with motivational interviewing and case planning. Agents are finding coordination of resources, often limited in our rural county, and monitoring of treatment programs keeping them occupied. Our juvenile placement costs are a significant burden on the county's budget due to budget buster cases – sex offenders, mental health issues, EJJ and other serious offenders requiring long-term placement.*

*Although caseload numbers have seen a decline, state and county budget deficits are requiring us to continually re-evaluate our supervision expectation and available resources. We don't want to take any steps backward as we have put a priority on supervision under the framework of EBP.*

**ACTIVITY PLAN  
FY2016-FY2017**

<b>PROGRAM NAME: PINE COUNTY PROBATION</b>
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<b>GRANT FUNDS: Probation Caseload/Workload Reduction</b>
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Briefly describe caseload/workload staff positions and activities that: (a) will continue from previous year/s; (b) will change or be discontinued, and/or (c) will be new in FY2016-2017.

**1) Traditional Probation**

Continuing positions/activities:

*One probation agent position will continue to receive funding from caseload/workload dollars.*

Changes from last year:

*Over the years, the grant dollars have funded less and less of the original positions, an agent and case aide, due to inflationary and state budget factors. As a result, the county picked up more and more as reflected in the FY 2014-15 grant where all benefits were identified as county expense and the grant covered less of the case aide's salary.*

*For these next fiscal years, the case aid salary is being dropped from grant and all grant dollars will be directed to the agent position. This change makes any future funding changes that might consolidate Caseload/Workload and CPO dollars cleaner when this source funds only an agent position.*

*For this fiscal year, it appears that the shift should cover the entire salary and benefits (at a single insurance level) of the agent. This does not result in any changes in the line items or fiscal responsibility of the county. The change will solely be seen in the quarterly financial reports submitted to the DOC.*

New positions/activities: *None*

**2) Technology**

Continuing activities: *None*

Changes from last year: *None*

New positions/activities: *None*

**3) Governmental or Community-based Contract Services**

Continuing positions/activities:

*Our diversion and restorative justice programming is contract based.*

Changes from last year: *The average number of hours will go from 19 to 17 per month. This is due to available funds and is also consistent with actual hours used in the past fiscal years.*

New positions/activities: *None*

**4) Prevention and/or Diversion Services:**

Continuing activities: *Provided in the above contract services*

**TOTAL ANNUAL BUDGET  
FY2016-FY2017**

<b>PROGRAM NAME: PINE COUNTY PROBATION</b>	
<b>GRANT FUNDS:</b>	<b>Probation Caseload/Workload Reduction</b>

Unless you expect there to be significant differences in the budgets for FY2016 and FY2017, you need only submit one annual budget form. The budget should detail proposed expenditures for a one-year period. List the sources of all funds needed to meet your proposed budget. Because budgets are best-guess estimates, please **round to the nearest dollar**. Use only the space provided. Whenever possible, general administrative costs (rent, audit, and bookkeeping) should be included in the appropriate line item. If you choose, you can indicate county support for CLWL positions in Column C.

Line Item Expense	A Total Proposed Budget (DOC & Other)	B Amount Requested From DOC	C Optional: County Funds
Salaries	\$ 42,282	\$ 42,282	
Fringe Benefits	\$ 13,146	\$ 13,146	\$ 6,877 Only if agent takes Family Insurance.
Contract Services	\$ 4,053	\$ 4,053	
Travel			
Training			
Printing			
Postage			
Telephone			
Publicity/Advertising			
Rent			
Office Supplies			
Program Supplies			
Equipment			
Other (Specify):			
<b>Totals</b>	<b>\$ 59,481</b>	<b>\$ 59,481</b>	<b>\$ 6,877</b>

**ANNUAL PERSONNEL BUDGET  
FY2016-FY2017**

**PROGRAM NAME: PINE COUNTY PROBATION**

**GRANT FUNDS: Probation Caseload/Workload Reduction**

This budget should detail personnel costs for a one-year period. List all staff paid partially or wholly with **DOC** sources for this program in the first column. In the second column, list the percentage of time each position spends providing services in the program. In the remaining column, list the amount that is paid for by DOC through this grant. Total the salaries at the bottom. The total should equal the personnel line item listed in the Total Annual Budget. If necessary this form can be reproduced.

Position/Title	*F.T.E. in this Program	DOC Funded Salary (Do NOT include fringe benefits)
Corrections Agent	1.0	\$ 42,282
<b>Total</b>		

\*F.T.E. List the amount of staff time each position spends in this program. For example, if a full-time therapist works 40 percent time in this program and 60 percent time in another program, you would list only 40 percent.

ANNUAL BUDGET NARRATIVE  
FY2016-FY2017

**PROGRAM NAME: PINE COUNTY PROBATION**

**GRANT FUNDS: Probation Caseload/Workload Reduction**

This narrative should detail proposed expenditures for a one-year period. Explain in detail each line item charged to DOC on the Total Annual Budget form and show how expenses are estimated. List the line items in order as they appear in the budget. Provide a narrative that includes an explanation of costs such as rates for mileage, fringe benefits (i.e., FICA, PERA, life and medical insurance, pension), contract service fees, and equipment, etc. You do not need to repeat information from the personnel budget.

**Wages: \$ 42,282 total**

*Corrections Agent - \$ 42,282 per year- Step 3 on the 2015 MAPE grid  
This salary provides for an average over the two year grant period and takes into account a COLA during the fiscal year.*

**Taxes/Fringe Benefits: \$ 13,146 Total**

Single Insurance	\$ 6,846
PERA at 7.25%	\$ 3,065
FICA at 7.65%	<u>\$ 3,235</u>
	\$ 13,146 Using 2015 rates

**Contract**

**Services: \$ 4,053**

*Diversion & Restorative Justice Contract Programming  
Approx 17 hours per month @ \$ 19.58/ hour the first fiscal year and \$ 20.25/ hour the second*

*The hourly rate for the contract is based upon entry level Corrections Agent. To account for potential COLAs in subsequent years the hourly rate of Step 2 and Step 3 are projected.*



# AGENDA REQUEST FORM

Date of Meeting: 7/7/2015

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

Agenda Item: Contract with Jennifer White

Department: HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

HHS employs children's mental health and adult mental health case managers. By law, mental health case managers are required to receive clinical supervision of their work on a monthly basis. Riverwood Centers used to provide this service to the department. When Riverwood closed, the department initiated a contract with Jennifer White (former employee of Riverwood) to provide this service. The department is renewing the contract for a period of 18 months (July 1, 2015 through December 31, 2016). The department is charged \$110 per hour (an increase of \$10 per hour from the previous contract) for three hours of clinical supervision per month. The County Attorney's Office has reviewed the contract.

### Action Requested:

Approve the contract with Jennifer White to provide clinical supervision services to the department.

### Financial Impact:

The department will be charged \$110/hour, not to exceed three hours per month. County tax levy dollars are not used for the purchase of this required service- the department submits reports to the State and is then reimbursed for the cost of the service.

LEAD COUNTY AGREEMENT BETWEEN  
PINE COUNTY HEALTH & HUMAN SERVICES  
AND JENNIFER WHITE, MA, LP, LADC  
CLINICAL SUPERVISION SERVICES

The County of Pine, acting through its Health & Human Services Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Jennifer N White, MA, LP, LADC, 6015 East Superior Street, Duluth MN 55804, hereafter referred to as the "Contractor", enter into this Contract effective for the period of July 1, 2015 through December 31, 2016.

WHEREAS, The Contractor is duly qualified to provide clinical supervision; and

WHEREAS, Minnesota Statutes, section 246.462 subd. 4a defines "Clinical supervision" as the oversight responsibility for individual treatment plans and individual mental health service delivery, including that provided by the case manager. Clinical supervision must be accomplished by full or part-time employment of or contracts with mental health professionals. Clinical supervision must be documented by the mental health professional cosigning individual treatment plans and by entries in the client's record regarding supervisory activities.

WHEREAS the MHCP Provider Manual – Mental Health Services – Adult MH Targeted Case Management (AMH-TCM) states that clinical supervision ensures the appropriateness of assessment and the mental health services planned and provided, and provide case managers and case management associates with direction and guidance on provision of services to individual clients.

WHEREAS, reimbursement from Minnesota Health Care Programs (MHCP) requires that the professional be licensed at the independent clinical level or tribal-credentialed mental health professional, and be enrollable in the MHCP provider system as a licensed mental health professional. Clinical supervision must be accomplished by full or part-time employment of or contracts with licensed mental health professionals.

WHEREAS, all case managers and CMAs, other than licensed mental health professionals, must receive ongoing clinical supervision at least monthly...one-to-one with the case manager or CMA; and involve some clinical supervision in small groups... can be completed via video conferencing.

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

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

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

1. Contractor's Duties:

Pine County Health and Human Services and Jennifer White, MA, LP, LADC enter into a service agreement for the provision of monthly Clinical Supervision of Pine County Children and Adult social workers to provide clinical oversight of the delivery of mental health case management services, as required by MHCP standards and Minnesota Statute requirements. The clinical supervisor will review and determine the clinical appropriateness of the supervisee's "individual service delivery," as defined by 'MHCP standards, with respect to the client's identified mental health condition.

2. Cost and Delivery of Purchased Services:

Rates for services are \$110.00 per hour for a maximum of three hours beginning July 1, 2015 and continuing on the third Friday of each month through December 31, 2016. Any additionally required services or times must be pre-approved by a Health and Human Services Social Service Supervisor.

All parties reserve the right to give a 30-day notice of termination of this agreement. This is a cash basis fee-for-service agreement, which indicates that payment shall be for services provided during the contract period, and all payments for services shall be invoiced and disbursed during that period. Monthly invoices should be sent within 30 days of service to the attention of Barb Schmidt, Social Services Supervisor at 315 Main St S., Suite 200, Pine City MN 55063.

Signature will indicate understanding and agreement with the frequency and time allocations indicated for services and cash basis invoicing.

3. Payment for Purchased Services:

a. Certification of expenditures:

The Contractor shall, within 90 days following the last day of each calendar month, submit a standard invoice for social services purchased, to the Pine County Health & Human Services. Bills that do not meet internal county deadlines will be paid later. The Invoice shall show an itemized account of services provided.

b. Payment:

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

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

4. Audit and Record Disclosure:

The Contractor shall:

- a. Maintain records, using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in performing this Contract. Maintain records about Purchased Services provided, service dates, and other information that is required by the Agency. Maintain any other records requested by the Agency or a Referring County.
- b. Upon request, Contractor agrees to give the Agency a report containing the following information:
  1. All revenue received.
  2. All direct and indirect costs incurred in performing Purchased Services.
- c. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services and copy such materials as necessary.
- d. Maintain all records pertaining to the contract at 6015 East Superior Street, Duluth MN 55804 intended for file maintenance and storage for three (3) years for audit purposes.
- e. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

5. Safeguard of Client Information:

The use of disclosure by any party of information regarding an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The Contractor is the responsible authority to ensure that the provider is in compliance with the Data Practices Act, Minnesota Statutes, section 13.46, Subd. 10 (a) (4).

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes, section 13.01 et. seq., or any other

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules, and regulations.

6. Compliance with Other Regulations:

The Contractor further agrees to comply with the following:

- a. Minnesota Statutes 604.202 (Liability of Employer).
- b. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504. Title VI of the Civil Rights Act of 1964 (Title VI) requires service providers who receive federal funds to take reasonable steps to provide meaningful access to services for people with Limited English Proficiency (LEP). Most county and state funded services must meet LEP requirements. The requirements apply to health care and social service agencies, such as physicians, hospitals, nursing homes, home health agencies, managed care organizations, universities, and private non-profit agencies.
- c. (When applicable) the Contractor certifies that he has received a certificate of compliance from the Commissioner of Human Services pursuant to Minnesota Statutes, section 363A.36 (2014). This section shall not apply if the grant is for less than \$100,000 and the Contractor has employed forty or less full-time employees during the previous 12 months.

7. Fair Hearing and Grievance Procedures:

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

8. Indemnity and Insurance

a. Indemnity:

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

- (1) By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns: or

(2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

b. Insurance:

Contractor will furnish an original Certificate of Insurance as evidence of required coverage to the Agency. Insurance should include professional liability coverage acceptable to the Agency.

9 Conditions of the Parties' Obligations

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section I of this agreement the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement, shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.

10. Subcontracting:

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

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

responsible for the performance of any subcontractor.

11. Miscellaneous:

a. Entire Agreement:

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

b. Monitoring:

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

PINE COUNTY HEALTH & HUMAN SERVICES  
& JENNIFER N WHITE, MA, LP, LADC  
2015-2016

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
Pine County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Pine County Health & Human  
Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Pine County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Jennifer N White, MA, LP, LADC

\_\_\_\_\_  
Date

P\CONTRACT\2015-2016\Jennifer White..doc  
6/19/2015



# AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

**Agenda Item: Police Officer Declaration for Deputy Adams, Broneak and Carlson**

**Department: Administrator**

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

### **Background information on Item:**

Resolution to include Deputy Broneak, Adams and Carlson in the Police and Fire PERA account at full funding levels effective from date of hire.

### **Action Requested:**

Declare that the position of Deputy Sheriff held by Daniel Adams, Joe Broneak and Sarah Carlson meets all of the Police and Fire Plan membership requirements for PERA.

### **Financial Impact:**

Budgeted for position.

**Public Employees Retirement Association  
Police Officer Declaration 2015-26**



WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the Sheriff's Department, of Pine County hereby declares that the position of Deputy Sheriff currently held by Daniel Adams, meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

Board Chair: \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF MINNESOTA

COUNTY OF PINE

I, David J. Minke, clerk of Pine County Board of Commissioners, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 7th day of July, 2015; the original of which is on file in this office. I further certify that \_\_\_ members voted in favor of this resolution and that \_\_\_ members were present and voting.

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

**Public Employees Retirement Association  
Police Officer Declaration 2015-24**



WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the Sheriff's Department of Pine County hereby declares that the position of Deputy Sheriff currently held by Joseph Broneak meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

Board Chair: \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF MINNESOTA

COUNTY OF PINE

I, David J. Minke, clerk of Pine County Board of Commissioners, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 7th day of July, 2015; the original of which is on file in this office. I further certify that \_\_\_ members voted in favor of this resolution and that \_\_\_ members were present and voting.

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

**Public Employees Retirement Association  
Police Officer Declaration 2015-25**



WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the Sheriff's Department of Pine County hereby declares that the position of Deputy Sheriff currently held by Sarah Carlson, meets all of the following Police and Fire Plan membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

Board Chair: \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF MINNESOTA

COUNTY OF PINE

I, David J. Minke, clerk of Pine County Board of Commissioners, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 7th day of July, 2015; the original of which is on file in this office. I further certify that \_\_\_ members voted in favor of this resolution and that \_\_\_ members were present and voting.

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



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

**Agenda Item:** Approve hiring of Chief Deputy Auditor-Treasurer Melissa Berg

**Department:** Auditor-Treasurer

*Cathy Chmura*  
Department Head signature

### Background information on Item:

Approve the hiring of Chief Deputy Auditor-Treasurer Melissa Berg effective July 13, 2015 with a starting wage of \$24.04 per hour (\$50,000 annual). Backfill approved at 6-16-15 board meeting.

**Action Requested:**

**Financial Impact:**



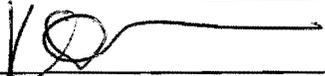
# AGENDA REQUEST FORM

Date of Meeting: July 6, 2015

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

Agenda Item: Summer Workshop Attendance

Department: Land Services

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

### Background information on Item:

The Minnesota Association of Assessment Personnel (MAAP) holds two workshops each year for assessor's office staff who are not required to have a Minnesota State Assessor's License. The next workshop is August 20 & 21, 2015 in Bloomington, MN. These are very useful workshops covering the current topics relating to assessment.

### Action Requested:

Consider Kim Kylander, Assessor's Office Clerk III, to attend the Summer MAAO workshop August 20 & 21.

### Financial Impact:

The cost of the workshop is \$85, plus \$326.73 for two nights lodging, and \$90.37 for mileage. All costs are within the 2015 Assessor's office budget.

Minnesota Association of Assessment Personnel  
2015 Summer Workshop Itinerary  
August 20-21, 2015  
Holiday Inn Bloomington South, Bloomington, MN

Thursday August 20, 2015

7:30 - Breakfast Buffet Opens

8:00 - Registration Table Opens

8:30 - Welcome! Introductions and overview

8:30 - **Assessing the Person\*** – presented by the DOR Staff

From the MAAO Fall Conference: This session will focus on topics related to personal data used by assessors' offices, programs that require individual information, and data privacy concerns. They will cover the basics of programs such as 1b blind/disabled homestead and the disabled veterans' market value exclusion, and then discuss data privacy implications of those programs. They will also discuss issues related to Social Security Numbers and Individual Taxpayer Identification Numbers. In addition, they will go over case studies related to homesteads for foreign citizens, what to do when a property owner in a personal program such as disabled veterans' exclusion moves to a new home, and Social Security verification.

(A break will be taken around 10:00 to 10:15 AM)

12:00 - LUNCH & MAAP Business Meeting (held during lunch)

1:00 - **Agricultural Programs: Green Acres-Rural Preserve-2a/2b land** – presented by Mark Koehn, from Stearns County

This session will cover the agricultural land programs of Green Acres and Rural Preserve. Mark will start with an explanation of Green Acres - the purpose, the history then move into the changes that have been made since its inception. He will talk about the forms used and the application deadlines as well as the data entry. Then he will discuss the payback provisions of discontinuing Green Acres. The second part of Mark's talk will cover the Rural Preserve program - the purpose of the program, how it has changed over the years, application dates, forms, data entry and payback provisions. Lastly, Mark will present a 2a-2b land power point presentation covering what it looks like and coding and data entry.

2:30-2:40 BREAK

2:40 - **Agricultural Trusts/Special Ag Homesteads and Trusts** – presented by the DOR staff

This session will be a brief overview of the application of agricultural homesteads by reviewing real-life examples. Department of Revenue presenters will discuss how agricultural and special agricultural homesteads are applied, as well as cases where linking different ownerships is permitted. If you have real-life examples of your own, email them to [prop.tax.questions@state.mn.us](mailto:prop.tax.questions@state.mn.us) and the DOR will do their best to include them in the class.

4:00 - Tax Calculation Exam will be offered

The exam will be an open book (bring your own copy of the workbook), multiple choice exam.

If you plan to take the Tax Calculation Exam, please e-mail Jessi Gancey at [jessi.gancey@state.mn.us](mailto:jessi.gancey@state.mn.us) no later than August 14<sup>th</sup>.

4:30 - MAAP Officers Meeting (Incoming and Outgoing)

## The Communicator

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Friday, August 21, 2015

7:30 - Breakfast Buffet Opens

8:30 - MN GEO/GIS in assessing – David Brandt, Adjunct Professor at UW-River Falls and IT/GIS Analyst for Washington County.

This session will cover GIS in the assessing work place. David will start with the basics of what GIS is, the components of GIS and how it has grown over time. Next he will explain how GIS has become a big part of the assessing world using Washington County examples, showing the technical capabilities and how GIS can help assessors with land records. David will explore the future of GIS-where the technology is going, Open Software and Open Data. Lastly, he will talk about MNGeo and what it does for you, the MN GIS/LIS Consortium and GIS across Minnesota.

10:20-10:30 BREAK

10:30 - Legislative Updates, State Assessed Properties and New things at the DOR – presented by the DOR staff

Legislative Updates

A representative of the Department of Revenue will review the 2015 legislative session and discuss law changes and their impact for assessors' offices. We will outline expectations for administration of new laws, and key things to take away from the 2015 Legislative Session. Workshop participants will be able to ask questions related to the administration of new laws

State-Assessed Properties

A representative of the Department of Revenue will discuss the types of properties that are assessed by State Assessed Properties and discuss the process of how State Assessed Properties get property information, how they value the property, and distribute that information to all of the affected counties throughout the state.

New things at DOR:

A representative of the Department of Revenue will introduce and review the new components of property tax administration including eCRV, PRISM and Board of Appeal and Equalization online training.

12:00 - End of Summer Workshop

\* Please note that if you have already taken the course "Assessing the Person" presented by the DOR at the MAAO Fall Conference, you will NOT get credit for taking it at the 2015 MAAP Summer Workshop. Seminars and courses may not be taken more than once for continuing education hours in a four-year cycle, with the exception of the Property Valuation Course (MAAO) and the Minnesota Assessment Personnel Workshop (MAAP).





**MINUTES**  
**PINE COUNTY TECHNOLOGY COMMITTEE**

District 1      Commissioner Hallan  
District 2      Commissioner Mohr

**Tuesday June 16<sup>th</sup> 2015, 8:30 a.m.**  
**Commissioner Conference Room, Courthouse**  
**Pine City, Minnesota**

1. Called meeting to order at 8:35am
2. Adopted Agenda
3. Copier Lease Discussion
  - Discussion was held as to Vendors and options for Copier Leases throughout the County.
  - The IT Dept. will centralize all Copier Leases and deal with Vendors directly instead of individual departments.
4. Remote Access/Telework Update
  - New Telework Policy is in final draft stages and will be piloted by select County workers.
  - Discussion was held on the benefits of the Telework Policy.
  - IT will work with Administration to finish policy and start pilot program. After six months, IT, Administration, and Department heads, will report back to Tech Committee on successes and challenges during pilot program.
5. IT support to SWCD
  - Discussion was held on the SWCD.
  - GIS software will be purchased for new GIS worker and will be billed to SWCD.
6. Other
  - Discussion was held for another Tech Committee member to fill vacancy.
7. Adjourned at 9:20am



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

Agenda Item: Certificate of Appreciation - Greg Beck

Department: Auditor-Treasurer

*Cathy Chason*  
Department Head signature

### Background information on Item:

For his oversight and supervision of the sealing of the Sandstone wells.

**Action Requested:**

**Financial Impact:**



# AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

Agenda Item: JPA for LETG connection with Mille Lacs Band

Department: County Attorney

*Reese Frederickson*  
Department Head signature

### Background information on Item:

This was originally reviewed and approved by the County Board on February 17, 2015. The Agreement was then sent to the Mille Lacs Tribal Legal Department where it was determined that the original Agreement sent to Pine County was not the Agreement that should have been sent. There had been revisions to the Agreement that were not included in the Agreement that was provided to Pine County.

Todd Matha, Solicitor General from the Mille Lacs Band provided the changes that needed to be made and those changes were made in the Agreement. Once the changes were made, the Agreement was returned to him for his review. He has reviewed and approved the changes.

The Agreement is before the Board again for approval with sections 6 - 8 and section 10 being revised. It has been reviewed and approved by Reese Frederickson, Pine County Attorney. After approval by the Pine County Board the Agreement will be sent to Mr. Matha and he will sign off along with Jared Rosati, Chief of Police. The Pine County IT Department has been in contact with the IT Department from Mille Lacs awaiting the go ahead to proceed with this project.

### Action Requested:

Approval of revisions and signature of revised Joint Powers Agreement.

### Financial Impact:

No impact on Pine County. The cost will be totally absorbed solely by the Mille Lacs Band of Ojibwe.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF PINE, THE MILLE LACS  
BAND OF OJIBWE, AND THE COUNTY OF MILLE LACS**

**JOINT POWERS AGREEMENT  
\* Records Management System (RMS) System\***

This Joint Powers Agreement (JPA) is between the County of Mille Lacs (hereinafter Provider), as administered by the Mille Lacs County Sheriff's Office, the County of Pine as administered by the Pine County Attorney's Office, and the Mille Lacs Band of Ojibwe (hereinafter Users). The Parties, with the exception of the Mille Lacs Band of Ojibwe which is a federally recognized Indian Tribe, are either governmental or political subdivisions of the State of Minnesota.

**Recitals**

Pursuant to Minn. Stat. § 471.59, Subd. 10, this JPA outlines the understanding between the Provider and Users (Two or more local governments exercising power common to the contracting parties) to provision of RMS Records Management Systems and related services between the parties to this agreement.

**Agreement**

**NOW THEREFORE, Provider and Users pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:**

**1. Term of Agreement**

- 1.1 Effective date: On the date all required signatures are obtained. [CITATION DELETED]
- 1.2 Expiration date: This Agreement continues indefinitely until duly terminated pursuant to the Termination Section of this Agreement.

**2. Agreement Between Parties**

- 2.1 The Provider will provide the following services to the Mille Lacs Band of Ojibwe and the Pine County Attorney's Office:
  - (a) a shared Computer Aided Dispatching System, ICR Records Management System/Mobile Message Switch and frame relay connections for cellular digital packet data;
  - (b) all technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Mille Lacs County Sheriff's Office), and software of the User required to connect to the Provider's RMS;
  - (c) maintenance and repairs of server components and hardware/software at the Mille Lacs County site, and software of the User required to connect to the Provider's RMS; and,
  - (d) off-hours response and repairs to the records storage/message switch hardware/software at the Mille Lacs County site seven days a week, 24 hours a day with a four (4) hour response time.

2.2 Each User will:

- (a) provide for its respective department all required hardware, hardware software, and equipment necessary for the User to connect to the Providers RMS;
- (b) provide and maintain in working order at all times all required computers located at their police department, the Pine County Attorney's Office and in their squad cars.

2.3 Each User agrees:

- (a) that all technical support maintenance agreements for all required computers located at their police departments, in their squad cars, and the Pine County Attorney's Office and are the responsibility of the User;
- (b) to provide off hours response and repairs to the hardware/software at their police departments seven days per week, 24 hours per day with a four (4) hour response time.

2.4 The Parties agree that:

- (a) the subject date entered by a User agency and/or a User employee will become information and date of the Provider;
- (b) each party will be able to access information entered into the system as may be needed and as otherwise provided herein;
- (c) upon entering into this agreement, information and data currently owned and managed by each party will be provided to the Provider's vendor to be converted to the extent that said information and date can be entered into the RMS system.

### 3. Payment

**Users of this Agreement agree that connection to the Providers RMS will be billed in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the Providers RMS system.**

#### **User Fees:**

**\$100.00 per year per office station connected.**

Payments for each fiscal year are due on the 15<sup>th</sup> day of January each year. Payments for year 2015 have been prorated and are due prior to connection to the Providers RMS system. Payments for connection for the Pine County Attorney's Office will be made by the Mille Lacs Band of Ojibwe.

The parties agree and understand that expenses to upgrade and manage the providers RMS system will be reflected in User fees. To that end, User fees may need to be adjusted. It is understood that the fees will not change during a fiscal year. Any increases to the User fee will take effect in January of each year and must be mutually agreed upon in writing by Provider and Users by November 15<sup>th</sup> of any fiscal year to take effect for the next fiscal year. Failure of Users to agree to a User fee proposed by Provider, or a User fee mutually agreed to by the parties, by November 15<sup>th</sup> may result in the suspension or termination of the provision of any service provided by this Agreement at the discretion of the Provider.

#### 4. **Authorized Representatives**

- 4.1 The Mille Lacs Band of Ojibwe's Authorized Representative shall be its Police Chief, or his/her successor.
- 4.2 The Pine County Attorney's Office's Authorized Representative shall be the Pine County Attorney, or his/her successor.
- 4.3 The Provider's Authorized Representative shall be its Sheriff or his/her successor.

#### 5. **Assignment, Amendments, Waiver and Contract Complete**

- 5.1 Assignment. Neither the User nor the Provider may assign nor transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement. Additionally, should Provider not consent to an assignment it may immediately suspend or terminate this agreement including the provision of any service provided by this Agreement at the discretion of the Provider.
- 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 by each party's Authorized Representative.
- 5.3 Waiver. If any party 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, plus the attached Certification Form, contains all agreements between User and Provider. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

#### 6. **Liability and Indemnification**

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other party and the results thereof. The PINE COUNTY ATTORNEYS OFFICE liability is governed by the provisions of Minnesota Statutes Chapter 466. The USER agrees to be subject to liability for its torts and those of its officers, employees, and agents acting within the scope of their employment or duties arising out of a law enforcement agency function to the same extent as a municipality under Chapter 466, and the USER further agrees, notwithstanding section Minnesota Statutes, Section 16C.05, Subd. 7, to waive its sovereign immunity for purposes of claims of this liability. USER further agrees to indemnify, defend and hold MILLE LACS COUNTY, its agents, officers, employees,

directors, assigns or representatives harmless from and against any and all claims, loss, damage, cost or expense (including any reasonable attorney's fees) to the extent such claim is alleged to arise out of, or in any way relate to, any claim, action or proceeding brought by any party, including USER.

**7. Records – Availability/Access**

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, the USER agrees that the MILLE LACS COUNTY SHERIFF'S OFFICE, the State Auditor, the Legislative 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 USER and directly involve transactions relating to this Agreement. The USER retains the ability to redact any confidential information that appears within its materials, but which is wholly unrelated to an investigated transaction. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**8. Minnesota Laws Govern**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**9. Audit**

Pursuant to Minnesota Statute 16.05, Subd. 5 (or as amended) a contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

**10. Termination**

10.1 Termination. The Users or the Provider may terminate this Agreement at any time with or without cause, upon 30 days written notice to the other parties prior to the beginning of a subsequent year of operation. Midyear separations or terminations by a User will forfeit any and all user fees already paid to the Provider.

10.2 Termination for Insufficient Funding. The User or Provider may with 30 day written notice to the other parties terminate this Agreement if it does not obtain funding; or if funding cannot be continued at a level sufficient to allow for the payment of the services required to be paid to the Provider. Termination must be in writing and hand

delivered, mailed or faxed to the other parties. The User or Provider is not obligated to pay for any services that are provided after the required notice and effective date of termination. However, the Provider shall be entitled to payment determined on a pro rata basis for services satisfactorily performed. Neither the User nor the Provider will be assessed *any* penalty for terminating the Agreement if the other party immediately provided the required notice to the other advising of the lack of funding upon receiving such notice themselves. Conversely, the Users shall be entitled to a pro rata reimbursement of all user fees paid if this Agreement is duly terminated by the Provider.

- 10.3 Termination of this agreement by a User in no way requires the Provider to extract User data or joined data upon separation. User understands that all data and information entered under this agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the Providers system and it may be difficult or impossible to extract or separate said data in the future. User accepts any and all costs associated with termination initiated by the User and *any* and all costs associated with extracting information or data should a User agency choose to separate, terminate, start or choose to maintain a separate system in the future. The Provider agrees to work with User in the future if such a separation or termination occurs.

## **11. Mediation**

The MILLE LACS COUNTY SHERIFF'S OFFICE and USER agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement mediation shall be non-binding. While neither party hereby consents by this Agreement to become the defendant or subject in any litigation, action or any contested proceeding, such non-binding mediation does not necessarily represent the sole remedy for either party if mediation is unsuccessful.

### **Certification**

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the participating Users and Provider mutually agree to amend or revise said agreement in writing.

**User's Authorized Representatives:**

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Todd Matha  
Mille Lacs Band of Ojibwe Solicitor General

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Date

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Jared Rosati  
Mille Lacs Tribal Chief of Police

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Date

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Reese Frederickson  
Pine County Attorney

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Date

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Stephen M. Hallan, Chairman  
Pine County Board of Commissioners

---

Date

---

David Minke  
Pine County Administrator

---

Date



## AGENDA REQUEST FORM

Date of Meeting: 7/7/2015

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

Agenda Item: Medical Examiner Contract

Department: Administrator

*Rebecca Foss*  
Department Head signature

### Background information on Item:

Pine County has obtained medical examiner services through Anoka County for several years. Pine County wishes to continue contracting for these services with Anoka County. The proposed contracted amount for 2016 is \$50,000, which is a \$5,000 decrease from 2015. The contract is in effect for a period of one year and it will automatically renew for two additional years until December 31, 2018, unless it is terminated prior to that date. The contract has been reviewed and approved by the County Attorney.

### Action Requested:

Consider the contract with Anoka County for Medical Examiner Services for 2016 (with automatic renewal until 2018) at a cost of \$50,000 per year.

### Financial Impact:

\$50,000 per year for 2016-2018.

**Contract for  
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 14341 Rhinestone St NW, Ramsey, MN 55303 and **Pine County, Minnesota**, 635 Northridge Drive NW, Pine City, MN 55063.

RECITALS:

- 1.) Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, who is a doctor of medicine licensed to practice medicine in the state of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
- 2.) Dr. Quinn Strobl, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
- 3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
- 4.) Pine County wishes to contract with Anoka County for the provision of autopsy services to Pine County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

1.1 This Agreement will commence on January 1, 2016, and will terminate on December 31, 2016. This Agreement will automatically renew for two additional years until December 31, 2018, unless it is terminated as provided herein.

1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.

2. SERVICES.

2.1 Upon request, Anoka County will provide services as described in Attachment A, which is incorporated into and made a part of this Agreement.

3. COMPENSATION.

3.1 Pine County will pay Anoka County, as compensation for autopsy services provided annually, the amount of **\$50,000.00**, to be billed and paid quarterly in the amount of **\$12,500**. Additional fees may be incurred for neuropathology or cardiac consultations as outlined in the Anoka County Fee Schedule.

- 3.2 The agreed upon compensation is based upon an average of twenty- five (25) autopsies per year at \$2,000.00 per autopsy. Compensation for renewals of this agreement under section 1.1 may be increased or decreased accordingly by written agreement by both parties.
- 3.3 If a catastrophic event occurs that requires significantly more than the normal services, Pine County will reimburse Anoka for the actual cost of additional expenses incurred in performing the duties herein. Catastrophic event shall be defined as one where multiple deaths (5 or more) occur from a single event. If the parties dispute the amount of additional expenses, they hereby agree to (1) use mediation to resolve their difference, and if that fails, (2) to submit in binding arbitration in accordance with the practices and terms of the American Arbitration Association. Mediators and Arbitrators shall be picked by agreement, or failing that, each party shall choose one, who shall then meet and choose the actual arbitrator or mediator. Each party shall pay one-half the cost of the entire process.
- 3.4 In addition to the base amount, Anoka County may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.

#### 4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

- 4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.
- 4.2 Anoka County agrees to allow Pine County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

#### 5. STANDARDS AND LICENSES

- 5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).
- 5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

#### 6. TERMINATION.

- 6.1 This Contract will terminate under the following circumstances:
- 6.1.1 by the parties' mutual written agreement;
- 6.1.2 upon at least 3 months written notice specifying the termination date, given by either party, with or without cause;

- 6.1.3 if a party is in breach of a material obligation under this Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15 day notice period and pursues cure of the breach in good faith.
- 6.1.4 automatically without notice on December 31, 2018.
- 6.2 Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Pine County of its obligation to pay all charges that accrued prior to such termination.
- 6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.
- 7. DATA PRACTICES.
- 7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose in the course of its performance of this Agreement.
- 7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.
- 8. NON-DISCRIMINATION.
- 8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.
- 9. INDEMNIFICATION.
- 9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Pine County against any and all liability, loss, damages, costs, and expenses which Pine County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Agreement.
  - 9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Pine County, its employees, servants or agents.
  - 9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

10. INDEPENDENT CONTRACTOR.

10.1 Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Pine County or as constituting Anoka County or its employees as the agent, representative, or employee of Pine County for any purpose.

11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 The parties will venue any proceedings related to this Agreement in the Anoka County District Court, State of Minnesota.

12. NOTICE

12.1 Notice is to be given in writing and either sent by mail or delivered in person.

12.1.1 Notice for Pine County will be directed to David J. Minke, County Administrator, 635 Northridge Drive NW, Pine City, MN 55063.

12.1.2 Notice for Anoka County will be directed to Don Ilse, Human Services Division Manager, 2100 Third Avenue, Anoka, MN 55303.

12.2 Notice served by mail is deemed received 3 days after mailing.

13. MODIFICATIONS

13.1 Material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

**County of Anoka, Minnesota**

**County of Pine, Minnesota**

By: \_\_\_\_\_  
Rhonda Sivarajah  
Chair, Board of Commissioners

By: \_\_\_\_\_  
Stephen M. Hallan  
Chair, Board of Commissioners

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

Attest:

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

Jerry Soma  
County Administrator

Approved as to form:

\_\_\_\_\_  
Kelsey R. Kelley  
Assistant County Attorney

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

Attest:

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

David J. Minke  
County Administrator

Approved as to form:

\_\_\_\_\_  
Reese Frederickson  
County Attorney

## **Attachment A**

### **Autopsy Services to be Provided**

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. Accreditation by the National Association of Medical Examiners.
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

Agenda Item: Code Red mass notification system

Department: Sheriff

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

### Background information on Item:

Code Red is a public mass notification system. Alerts may include: weather notifications, county emergencies, general notices to residents. The system is set up via the County's E911 data base. In addition, residents can download a free app for their smart phones, register for text alerts or email notifications as well. Weather alerts will be supplied through the National Weather Service (NOAA).

### Action Requested:

Request County Board Chairman to sign agreement with ECN for their Code Red product.

### Financial Impact:

Code Red service agreement \$8,525.00. *This is an annual fee.*  
Weather alert addition \$1,750.00 (initial) \$3,500.00 each year there after.  
Funds are available via grant.

**CODERED NEXT SERVICES AGREEMENT**  
**Licensee Supplied Data Only**

This CodeRED® NEXT Services Agreement ("Agreement") is made and effective as of the last date signed below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 and Pine County, a body politic and corporate of the State of Minnesota ("Licensee") located at 635 Northridge Drive NW, Pine City, MN 55063.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to allow departments under the sole control of Licensee to use the Service, in accordance with the terms of this Agreement, provided however, in no instance shall the Service be used by any school, school system, departments of education, university department(s), or by any departments which are not directly governed by Licensee without the prior written consent of Licensor. Licensor offers alternate licensing solutions specifically designed for education separate from the Service. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.  
  
Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with unlimited unique user name(s) and password(s).
2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of Pine County, Minnesota (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Licensee understands and agrees that: (a) absent separate purchase from Licensor, Licensee is responsible to provide data to Licensor for use in the Service, and that Licensor shall in no way be responsible for any delays in Licensee's ability to use the Service due to Licensee's failure to provide data; and (b) the data Licensee supplies to Licensor for use in the Service may be subject to calling and other restrictions, and Licensee agrees to use the Service in accordance with any such restrictions. Any additional Service functions will be charged at the rates on Exhibit A.
4. **Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined)(the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on a population within the Calling Area not to exceed 29,999. Licensee further understands and agrees that a deviation above 10% of such population, as is listed in this Agreement, shall result in increased pricing at Licensor's then-current rates. Payment for the Service is due and payable upon Licensee's receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Suite 200, Ormond

Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. **Discount Contract Extension:** Upon each annual anniversary of the Effective Date of this Agreement, the Term of this Agreement will automatically extend for an additional **one-year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement period by one (1) additional year upon each annual anniversary of the Effective Date. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term.** In the event the Agreement is extended:
  - a) Licensor will update its systems to extend the active software License and associated access codes for one additional year of use;
  - b) Licensor will invoice Licensee for one additional year of service at the rate of **eight thousand five hundred twenty-five dollars (\$8,525) per year**, and
  - c) Licensee agrees to pay the contract extension fee set forth in this paragraph upon receipt of invoice from the Licensor, subject to the same terms as set forth in paragraph 5.
  
7. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement:
  - a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents times each System Minute used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
  
8. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
  
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of

service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

**11. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

**12. Appropriate Use of The Service:** To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

**13. Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any

request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

**14. Entire Agreement:** This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

**15. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174

As to Licensee: Pine County, Attn: Paul Widenstrom/Chief Deputy, 635 Northridge Drive NW, Pine City, MN 55063

Either party may change the address provided herein by providing notice as set forth in this paragraph.

**16. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

**17. Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

**18. Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

**19. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

**Licensee:**  
Pine County, Minnesota

**Licensor:**  
Emergency Communications Network, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

Attest:

\_\_\_\_\_  
David J. Minke  
County Administrator

## Exhibit A – Service Charges

<b>Discounted CodeRED NEXT Service Agreement</b>	<b>\$ <u>8,525.00</u></b>
<b><u>Unlimited</u> CodeRED System Minutes</b>	<b>\$ <u>Included</u></b>
<b><u>Unlimited</u> CodeRED user pass codes</b>	<b>\$ <u>Included</u></b>
One (1) CodeRED distance training session	\$ <u>Included</u>
Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum) In person training sessions may be purchased for \$1,500.00 per trainer, per day, plus all travel, lodging and ground transportation	
Initial Licensee Supplied Database Upload	\$ <u>Included</u>
Licensor Supplied Database	\$ <u>Call for Pricing</u>
Standard CodeRED data collection website	\$ <u>No Charge</u>
Standard CodeRED mapping interface and data layers	\$ <u>No Charge</u>
Email and Text Messaging	\$ <u>No Charge</u>
Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>

### Database Accuracy Updates

**Licensee Supplied Database:** *One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge.* In order for this Database Accuracy Update to occur, Licensee must supply Licensor with a new data file each year during the Term of this Agreement. Additional updates requested by Licensee will incur charges at the rate listed below after the annual update is completed by Licensor.

**Additional Update Fees:** A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

**Professional Services Upon Request:** \$135/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

**CodeRED Weather Warning® Service Addendum**

This is an addendum (the "Addendum") to the CodeRED® NEXT Services Agreement ("Agreement") entered into by and between Pine County (hereinafter "Licensee"), a body politic of the State of Minnesota located at 635 Northridge Drive NW, Pine City, MN 55063, and Emergency Communications Network, LLC (hereinafter "Licensor"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein which are not otherwise defined shall have the meanings given to them in the Agreement. The following terms shall be added to the Agreement:

**CodeRED Weather Warning® Service:** Licensor's CodeRED Weather Warning® Service ("CRWW") expands the benefits of the Service to include the automatic launching of prerecorded CRWW notifications to members of Licensee's Calling Area who opt-in to CRWW (each a "Subscriber" and collectively, the "Subscribers"). These automated notifications are initiated by the issuance of severe weather alerts by the National Weather Service ("NWS"), with no intervention on the part of Licensee or Licensor. Subscribers to be notified are determined by matching the geographic location associated with each Subscriber against the geographic polygon(s) associated with severe weather alerts issued by NWS. CRWW is available only as an add-on module for the Service. CRWW will not be provided under the terms of this Addendum unless the Agreement is in effect.

**Subscribers:** Severe weather events can occur at any time of day or night. Accordingly, CRWW notifications will automatically be launched in response to the issuance of NWS severe weather alerts at any time, 24 hours/day. CRWW will notify ONLY those Subscribers that have CHOSEN to participate through the opt-in process. CRWW will be limited to Subscribers located within Pine County, Minnesota who have added their name and geographic location to the CRWW Subscriber database via the Licensee's community notification enrollment site. This site is hosted by Licensor for the purpose of allowing Subscribers to add their contact information to both the CodeRED® database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions for CRWW, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE SUBSCRIBERS WHO OPT-IN TO CRWW WILL BE ELIGIBLE TO RECEIVE CRWW NOTIFICATIONS. LICENSEE MAY BE REQUIRED TO APPROVE SUBSCRIBER ENTRIES PRIOR TO THE SUBSCRIBERS BEING ACTIVATED AND ENTERED INTO THE DATABASE.

**CodeRED® System Minutes:** Notifications placed automatically via CRWW have no effect on the System Minutes associated with the Service.

**Cost for CRWW:** Licensee shall pay to Licensor one thousand seven hundred fifty dollars (\$1,750.00) for the Initial Term. Thereafter, Licensee shall pay three thousand five hundred dollars (\$3,500.00) for each Renewal Term. Payment terms shall be identical to the terms contained in the Agreement. Pricing for CRWW is separate and independent from the Agreement pricing. CRWW can be removed from the Service by Licensee or Licensor by providing 30 days written notice prior to the commencement of any Renewal Term. This Addendum will automatically renew unless Licensee or Licensor provides notice as set forth herein. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of any Renewal Term.

**Term:** The term of this Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains the Agreement and has paid the fees listed above. Upon termination of the Agreement, access to CRWW will terminate and Licensor shall terminate all individual Subscriber accounts.

2. This Addendum shall not modify any terms or conditions of the Agreement, except as set forth herein.

**Licensee:**  
Pine County, Minnesota

**Licensor:**  
Emergency Communications Network, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

Attest:

David J. Minke  
Assistant Administrator



# AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

**Agenda Item:** Decontamination Unit Service Provider Contract

**Department:** Land Services

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

### Background information on Item:

In the 2015 Pine County Aquatic Invasive Species (AIS) Plan, the County board approved purchasing a decontamination unit (\$20,000 attributed to this line item) to provide for decontamination of any watercrafts suspected of carrying AIS. However, the decontamination unit which we purchased was just under \$6,000. Given the fact the unit was significantly below budget, a second unit has been purchased to provide additional coverage throughout the county. We will position one unit near Sturgeon Lake and one unit near Cross/Pokegama Lakes.

We had originally planned to have the watercraft inspectors operate the decontamination unit, however after completing almost 2 months of inspections, we have found it very important to keep the watercraft inspectors at the boat landings and not pull them off the boat landings to decontaminate boats. After exploring many different alternatives to decontaminate affected watercrafts, the most effective course of action seemed to be to contract with a local business to perform the decontaminations. After examining plausible businesses which have available staff during the required hours (daylight, Friday-Sunday), several local businesses were visited and explored including: Pokegama Lake RV Park (Woischke's), Pokegama Shores RV Resort, Nordahl Marine in the southern part of the County and Ray & Marge's Resort and Edelweiss Campground in the northern part of the county.

Based on these visits, required property layout, and interest of the business, Pokegama Lake RV Park (Woischke's) is the location determined for the southern unit and Ray & Marge's Resort is the location determined for the northern unit. Both businesses were willing to contract at a rate of \$20 per decontamination of regular watercrafts, \$30 per decontamination of wakeboard boards (more intensive), plus reimbursement of the fuel to power the unit.

### Action Requested:

Consider authorizing the County Board Chair and County Administrator to sign the Decontamination Services Contracts for both Woischke Enterprises and Ray & Marge's Resort.

### Financial Impact:

This will be funded out of the Aquatic Invasive Species Prevention Aid, and will not be anticipated to be more than the \$8,000 remaining in the budget for the decontamination units.

**PINE COUNTY**

**AQUATIC INVASIVE SPECIES DECONTAMINATION SERVICE CONTRACT**

This Aquatic Invasive Species (“AIS”) Decontamination Service Contract (“the Contract”) is made by and between Pine County (“the County”) and Woischke’s Enterprises (“the Service Provider”), 19006 Island Resort Rd, Pine City, MN 55063.

WHEREAS, the County has the responsibility decontaminating watercrafts which are suspected to be carrying AIS; and

WHEREAS, the County has purchased a decontamination unit within the specifications provided by the State of Minnesota Department of Natural Resources (“DNR”); and

WHEREAS, this Contract is made for the purpose of setting forth the terms and conditions under which the Service Provider will utilize the County’s decontamination unit to decontaminate any watercrafts directed to them from the Pine County Watercraft Inspectors, DNR Conservation Officers, or other law enforcement officials.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I. TERMS**

This Contract shall commence July 7, 2015 and shall continue until December 31, 2015 unless earlier terminated pursuant to Article IX.I. The County and the Service Provider agree that this Contract can be extended or renewed by mutual agreement.

## ARTICLE II. DEFINITIONS

- A. Aquatic Invasive Species are nonnative species of aquatic plants or wild animals which have potential adverse impacts on the native species or on outdoor recreation, commercial fishing or other uses of natural resources in the state.
- B. Decontamination Unit is the unit and all accessories of the unit provided to the Service Provider by the County.
- C. Decontaminate means to wash, drain, dry, and thermally or otherwise treat water-related equipment in order to remove or destroy aquatic invasive species using the “Recommended Uniform Minimum Protocols and Standards for Watercraft Interceptions Programs for Dreissenid Mussels in the Western United States” (Minnesota Statute 84D.01 Subd. 3a).
- D. Pervious Surface is a surface which allows direct infiltration of water into the soil.
- E. Surface Water is any collection of water on the earth’s surface.
- F. Watercraft is a contrivance used or designed for navigation on water and includes seaplanes. (Minnesota Statute 84D.01 Subd. 19).

## ARTICLE III. REPRESENTATIONS

- A. Service Provider Representations
  - 1. The Service Provider is a for-profit company duly organized, validly existing and properly qualified to do business under the laws of Minnesota.
  - 2. The Service Provider has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Service Provider that is fully enforceable in accordance with its terms and conditions.
  - 3. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the Service Provider is a party.

B. County Representations

1. The execution of this Contract by the Chairman of the Pine County Board of Commissioners has been duly authorized and approved by the County, and no other authorizations, approvals, or consents are required in order for this Contract to constitute a binding and enforceable legal obligation of the County.
2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

ARTICLE IV: COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Service Provider shall decontaminate and operate the decontamination unit within all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. Any person operating the decontamination unit must have themselves been trained by the DNR on the property decontamination procedures.

ARTICLE V: OPERATIONS

- A. The Service Provider agrees to decontaminate watercrafts which have been directed to them by Pine County Watercraft Inspectors, DNR Conversation Offices, or other law enforcement officials.
- B. The Service Provider and the County understand the average decontamination will take 15 to 30 minutes.
- C. The Service Provider understands decontaminations may be requested during daylight hours, seven days a week during the term of this contract. If the Service Provider will be unavailable during any of these hours, the Service Provider must notify the County via telephone conversation no more than 8 hours prior to the unavailability.

- D. The Service Provider will allow County staff on property to perform decontaminations if the Service Provider is unavailable.
- E. The Service Provider shall be responsible to provide the gasoline and diesel fuel to operate the equipment.
- F. The Service Provider shall decontaminate watercrafts 300 feet or greater away from surface water and must occur on a pervious surface.
- G. The County will have Planning and Zoning staff on-call to assist with trouble shooting, or any operational issues.

#### ARTICLE VI: PAYMENT PROCEDURES

During the term of this Agreement, the Service Provider will invoice the County on a monthly basis at a rate of \$20.00 per decontamination, except for wakeboard boats which will be at a rate of \$30.00 per decontamination. The cost of gasoline and diesel to fuel the decontamination unit will be reimbursed monthly through the submission of a receipt. The County will provide payment on a monthly basis.

#### ARTICLE VII: DEFAULT AND REMEDIES

##### A. Service Provider Default

The following shall constitute defaults by the Service Provider:

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to decontamination of watercrafts;
2. Failure to maintain adequate records to verify the number of watercrafts decontaminated;
3. Failure to staff their business adequately to ensure timely operation of the decontamination unit when requested as outlined in Article V;

4. Excessive wear or damage occurring to the decontamination unit or its accessories; and/or
5. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, without the approval of the County.

B. County Default

Any of the following shall constitute a default by the County:

1. Failure to fulfill any of its material obligations under this Contract;
2. Failure to respond in a timely manner to requests for assistance with the unit;
3. Failure to pay, when due, any amounts required to be paid under this Contract; within the timeframes provided by Minnesota Statutes section 471.425.

C. Notice of Default and Remedies

The Service Provider and County agreed that in the case of a default, other than a payment default, under the terms of this Contract, the non-defaulting party shall provide notice of the default to the defaulting party in writing setting forth the specific default. The defaulting party shall cure the default within fifteen (15) days following the giving of such notice. If the defaulting party fails to cure such default after such notice, the party giving the notice of default shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause set forth in Article IX, I.2.

The Service Provider and County agree that in the case of a payment default under the terms of this Contract, the Service Provider shall provide notice of the default to the County in writing setting forth the specific default. The County shall cure the payment default within ten (10) days following the giving of such notice. If the County fails to cure such payment default after notice, the Service Provider shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause as set forth in Article IX, I.2.

ARTICLE VIII: HOLD HARMLESS/INDEMNIFICATION

A. Hold Harmless/Indemnification by Service Provider

The Service Provider shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, pollution, environmental damage or adverse effects on the environment, and expenses, including reasonable attorney fees, resulting from any act, error or omission of the Service Provider, its officials, employees, agents, or subcontractors at any level.

However, the Service Provider shall not be responsible for acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents or other subcontractors.

B. Hold Harmless/Indemnification by County

The County shall defend, indemnify and hold harmless the Service Provider and its officers, employees, agents and subcontractors with respect to any claims, demands, actions, damages, costs and expenses, including reasonable attorney fees, resulting from any acts, errors, or omissions of the State of Minnesota, political subdivisions of the State, the County or their officials, employees, agents or subcontractors at any level.

ARTICLE IX: MISCELLANEOUS

A. Notice

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Service Provider and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: Pine County  
Kelly Schroeder – Land Service Director  
635 Northridge Drive NW, Suite 260  
Pine City, MN 55063

Service Provider: Woischke's Enterprises  
Attn: James Woischke  
19006 Island Resort Rd  
Pine City, MN 55063

B. Relationship of the parties

For the purposes of this Contract, the Service Provider shall be deemed to be an independent contractor and not an employee of the County. All agents, servants, or employees of the Service Provider or other persons, while engaged in the performance of any work or services required to be performed by the County under this Contract shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants or employees as a consequence of any act or omission on the part of the Service Provider, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Service Provider, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be herein stated.

C. Assignment

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or novation, the Service Provider or the County must provide written notice to the other party. Any assignment by Service Provider is subject to the County's approval. The County reserves the right to assign any interest in the Contract to a duly established waste management district, joint powers board, or any other entity.

D. Survival of Representations and Warranties

The representatives, warranties, covenants and agreements of the parties under this Contract and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. Waiver

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. Entire Agreement

The Contract shall constitute the entire agreement between the parties and shall supersede all prior and oral and written negotiations.

G. Governing Law

The Contract shall be interpreted and construed according to the laws of the State of Minnesota.

H. Alteration Clause

Any alteration, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

I. Termination/Default

1. This Contract shall terminate, without cause, at either party's election upon either party giving one (1) week written notice to the other party pursuant to Article IX.A.

2. This Contract may be terminated for cause after notice by either party of a default as set forth in Article VII, for a breach of the terms of this Agreement as set forth in Article VII.
3. Upon termination of the Contract by default, or by election of either of the parties as stated in Article IX, I.1. and 2., the County shall assume full ownership, possession, and the title of the decontamination unit and its accessories

IN WITNESS THEREOF, the parties have caused this Contract to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, notwithstanding the date of the signatures of the parties.

\_\_\_\_\_  
Stephen M. Hallan  
Pine County Board of Commissioners Chairman

ATTEST:

\_\_\_\_\_  
David J. Minke  
Pine County Administrator

\_\_\_\_\_  
Reese Frederickson  
Pine County Attorney

\_\_\_\_\_  
James Woischke, Owner  
Woischke's Enterprises

**PINE COUNTY**

**AQUATIC INVASIVE SPECIES DECONTAMINATION SERVICE CONTRACT**

This Aquatic Invasive Species (“AIS”) Decontamination Service Contract (“the Contract”) is made by and between Pine County (“the County”) and Ray and Marge’s Resort (“the Service Provider”), 36700 Lakeland Rd, Sturgeon Lake, Minnesota 55783.

WHEREAS, the County has the responsibility decontaminating watercrafts which are suspected to be carrying AIS; and

WHEREAS, the County has purchased a decontamination unit within the specifications provided by the State of Minnesota Department of Natural Resources (“DNR”); and

WHEREAS, this Contract is made for the purpose of setting forth the terms and conditions under which the Service Provider will utilize the County’s decontamination unit to decontaminate any watercrafts directed to them from the Pine County Watercraft Inspectors, DNR Conservation Officers, or other law enforcement officials.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERMS

This Contract shall commence July 7, 2015 and shall continue until December 31, 2015 unless earlier terminated pursuant to Article IX.I. The County and the Service Provider agree that this Contract can be extended or renewed by mutual agreement.

ARTICLE II. DEFINITIONS

- A. Aquatic Invasive Species are nonnative species of aquatic plants or wild animals which have potential adverse impacts on the native species or on outdoor recreation, commercial fishing or other uses of natural resources in the state.
- B. Decontamination Unit is the unit and all accessories of the unit provided to the Service Provider by the County.
- C. Decontaminate means to wash, drain, dry, and thermally or otherwise treat water-related equipment in order to remove or destroy aquatic invasive species using the “Recommended Uniform Minimum Protocols and Standards for Watercraft Interceptions Programs for Dreissenid Mussels in the Western United States” (Minnesota Statute 84D.01 Subd. 3a).
- D. Pervious Surface is a surface which allows direct infiltration of water into the soil.
- E. Surface Water is any collection of water on the earth’s surface.
- F. Watercraft is a contrivance used or designed for navigation on water and includes seaplanes. (Minnesota Statute 84D.01 Subd. 19).

ARTICLE III. REPRESENTATIONS

- A. Service Provider Representations
  - 1. The Service Provider is a for-profit company duly organized, validly existing and properly qualified to do business under the laws of Minnesota.
  - 2. The Service Provider has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Service Provider that is fully enforceable in accordance with its terms and conditions.
  - 3. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the Service Provider is a party.

B. County Representations

1. The execution of this Contract by the Chairman of the Pine County Board of Commissioners has been duly authorized and approved by the County, and no other authorizations, approvals, or consents are required in order for this Contract to constitute a binding and enforceable legal obligation of the County.
2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

ARTICLE IV: COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Service Provider shall decontaminate and operate the decontamination unit within all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. Any person operating the decontamination unit must have themselves been trained by the DNR on the property decontamination procedures.

ARTICLE V: OPERATIONS

- A. The Service Provider agrees to decontaminate watercrafts which have been directed to them by Pine County Watercraft Inspectors, DNR Conversation Offices, or other law enforcement officials.
- B. The Service Provider and the County understand the average decontamination will take 15 to 30 minutes.
- C. The Service Provider understands decontaminations may be requested during daylight hours, seven days a week during the term of this contract. The Service Provider understands decontaminations may be requested during daylight hours, seven days a week during the term of this contract. If the Service Provider will be unavailable

during any of these hours, the Service Provider must notify the County via telephone conversation no more than 8 hours prior to the unavailability.

- D. The Service Provider will allow County staff on property to perform decontaminations if the Service Provider is unavailable.
- E. The Service Provider shall be responsible to provide the gasoline and diesel fuel to operate the equipment.
- F. The Service Provider shall decontaminate watercrafts 300 feet or greater away from surface water and must occur on a pervious surface.
- G. The County will have Planning and Zoning staff on-call to assist with trouble shooting, or any operational issues.

#### ARTICLE VI: PAYMENT PROCEDURES

During the term of this Agreement, the Service Provider will invoice the County on a monthly basis at a rate of \$20.00 per decontamination, except for wakeboard boats which will be at a rate of \$30.00 per decontamination. The cost of gasoline and diesel to fuel the decontamination unit will be reimbursed monthly through the submission of a receipt. The County will provide payment on a monthly basis.

#### ARTICLE VII: DEFAULT AND REMEDIES

##### A. Service Provider Default

The following shall constitute defaults by the Service Provider:

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to decontamination of watercrafts;
2. Failure to maintain adequate records to verify the number of watercrafts decontaminated;

3. Failure to staff their business adequately to ensure timely operation of the decontamination unit when requested as outlined in Article V;
4. Excessive wear or damage occurring to the decontamination unit or its accessories; and/or
5. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, without the approval of the County.

**B. County Default**

Any of the following shall constitute a default by the County:

1. Failure to fulfill any of its material obligations under this Contract;
2. Failure to respond in a timely manner to requests for assistance with the unit;
3. Failure to pay, when due, any amounts required to be paid under this Contract; within the timeframes provided by Minnesota Statutes section 471.425.

**C. Notice of Default and Remedies**

The Service Provider and County agreed that in the case of a default, other than a payment default, under the terms of this Contract, the non-defaulting party shall provide notice of the default to the defaulting party in writing setting forth the specific default. The defaulting party shall cure the default within fifteen (15) days following the giving of such notice. If the defaulting party fails to cure such default after such notice, the party giving the notice of default shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause set forth in Article IX, I.2.

The Service Provider and County agree that in the case of a payment default under the terms of this Contract, the Service Provider shall provide notice of the default to the County in writing setting forth the specific default. The County shall cure the payment default within ten (10) days following the giving of such notice. If the County fails to cure such payment

default after notice, the Service Provider shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause as set forth in Article IX, I.2.

#### ARTICLE VIII: HOLD HARMLESS/INDEMNIFICATION

A. Hold Harmless/Indemnification by Service Provider

The Service Provider shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, pollution, environmental damage or adverse effects on the environment, and expenses, including reasonable attorney fees, resulting from any act, error or omission of the Service Provider, its officials, employees, agents, or subcontractors at any level.

However, the Service Provider shall not be responsible for acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents or other subcontractors.

B. Hold Harmless/Indemnification by County

The County shall defend, indemnify and hold harmless the Service Provider and its officers, employees, agents and subcontractors with respect to any claims, demands, actions, damages, costs and expenses, including reasonable attorney fees, resulting from any acts, errors, or omissions of the State of Minnesota, political subdivisions of the State, the County or their officials, employees, agents or subcontractors at any level.

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A. Notice

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Service Provider and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: Pine County  
Kelly Schroeder – Land Service Director  
635 Northridge Drive NW, Suite 260  
Pine City, MN 55063

Service Provider: Ray and Marge’s Resort  
Attn: David Aufderhar  
36484 Lakeland Rd  
Sturgeon Lake, MN 55783

B. Relationship of the parties

For the purposes of this Contract, the Service Provider shall be deemed to be an independent contractor and not an employee of the County. All agents, servants, or employees of the Service Provider or other persons, while engaged in the performance of any work or services required to be performed by the County under this Contract shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants or employees as a consequence of any act or omission on the part of the Service Provider, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Service Provider, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be herein stated.

C. Assignment

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or novation, the Service Provider or the

County must provide written notice to the other party. Any assignment by Service Provider is subject to the County's approval. The County reserves the right to assign any interest in the Contract to a duly established waste management district, joint powers board, or any other entity.

D. Survival of Representations and Warranties

The representatives, warranties, covenants and agreements of the parties under this Contract and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. Waiver

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. Entire Agreement

The Contract shall constitute the entire agreement between the parties and shall supersede all prior and oral and written negotiations.

G. Governing Law

The Contract shall be interpreted and construed according to the laws of the State of Minnesota.

H. Alteration Clause

Any alteration, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

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2. This Contract may be terminated for cause after notice by either party of a default as set forth in Article VII, for a breach of the terms of this Agreement as set forth in Article VII.
3. Upon termination of the Contract by default, or by election of either of the parties as stated in Article IX, I.1. and 2., the County shall assume full ownership, possession, and the title of the decontamination unit and its accessories

IN WITNESS THEREOF, the parties have caused this Contract to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, notwithstanding the date of the signatures of the parties.

\_\_\_\_\_  
Stephen M. Hallan  
Pine County Board of Commissioners Chairman

ATTEST:

\_\_\_\_\_  
David J. Minke  
Pine County Administrator

\_\_\_\_\_  
Reese Frederickson  
Pine County Attorney

\_\_\_\_\_  
David Aufderhar, Owner  
Ray & Marge's Resort



## AGENDA REQUEST FORM

Date of Meeting: July 7, 2015

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

**Agenda Item: Request for Closed Session to Discuss 2016 Labor Negotiations Strategy**

**Department: Administration**

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

### **Background information on Item:**

Request to go into closed session to discuss 2016 labor negotiations strategy. This action is allowable under MN Statute 13D.03.

### **Action Requested:**

Enter into closed session to discuss 2016 labor negotiations strategy.