



Board of Commissioners
606 5th Ave. SW, Room #131
Roseau, MN 56751
Phone: 218-463-4248
Fax: 218-463-3252

AGENDA
Tuesday July 28, 2009, 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on July 28, 2009 at 8:30 am in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda

8:45 Consent Agenda

1. Approve Proceedings
2. Approve *Election Systems & Software, Inc.* Post Warranty Hardware Maintenance Services and Software Maintenance and Support Agreement
3. Approve Benefit Payout to Fred Clasen
4. Authorize Advertisement for Roseau River Watershed District Manager
5. Approve Bills

8:55 Comments and Announcements

9:00 Roseau River Watershed District Manager Todd Miller

1. Discuss Ditch 7 Cleaning Project in America Township

9:30 Committee Reports

10:00 Highway Department

1. Approve Consulting Engineering Company for Norland Impoundment

10:30 Break

10:45 Discussion

1. "Electronic Document Imaging System" (IT Administrator Chris Stauffer)
2. Hiring Committee Recommendation for Assistant Transfer Station Demo/Landfill Operator

11:55 Future Agenda Items

12:00 Adjourn

To schedule an appointment with the Board, please contact the County Coordinator at 218-463-4248
County Coordinator's e-mail address: trish.klein@co.roseau.mn.us
Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, Alan Johnston, Vice Chair - District 2, Jack Swanson, Chairman -
District 3, Orris Rasmussen - District 4, Russell Walker - District 5, Mark Foldesi

An Equal Opportunity Employer

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 14 2009
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***Subject Title (As it will appear on the agenda):**
 Approve Proceedings from the July 14, 2009 Board Meeting

***Background (Provide sufficient detail of the subject):**
 Please review carefully and advise of any changes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

July 14, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, July 14, 2009, at 8:30 a.m.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by County Board Chairman Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Alan Johnston, Orris Rasmussen, and Jack Swanson. Russell Walker was excused.

APPROVAL OF AGENDA

A motion to approve the agenda was made by Commissioner Johnston, seconded by Commissioner Rasmussen, and carried unanimously.

CONSENT AGENDA

A motion to adopt the consent agenda was made by Commissioner Rasmussen seconded by Commissioner Foldesi and carried unanimously.

The Board, by adoption of its consent agenda, approved Roseau County Prevention Coalition Year End Report and 4th Quarter Fiscal Report.

The Board, by adoption of its consent agenda, approved a Letter of Understanding with Government Management Group, Inc for Preparation of Roseau County's 2009, 2010, and 2011 Indirect Cost Allocation Plan in the amount of \$3,500 for 2009; \$3,500 for 2010 and \$3750 for 2011.

The Board, by adoption of its consent agenda, approved a professional services contract with Hildi, Inc., for the Completion of GASB 45 Other Post Retirement Benefit (OPEB) Analysis and Report in the amount of \$3,500.

The Board, by adoption of its consent agenda, approved a correction to the June 30th Proceedings as changing language from Grade 6 Step F to Grade 6 Step G.

- The Board, by adoption of its consent agenda, approved payment of bills as follows:

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WARRANTS APPROVED FOR PAYMENT 7/02/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1135.45	DAVID ANDERSON	2178.10	CAPITAL GUARDIAN TRUST CO
13500.00	CHAD MCDONALD CONSTRUCTION	12427.67	HUG INC
720.00	JOHNSTON CONCRETE INC	700.20	LAW ENFORCEMENT LABOR SERVICES
7307.50	MII LIFE-VEBA	837.83	MN CHILD SUPPORT PAYMENT CENTE
1717.31	MN MUTUAL LIFE INSURANCE	3177.48	NATIONWIDE RETIREMENT SOLUTION
53925.00	NW MN SERV COOP-BLUE CROSS BLU	30000.00	ROSEAU CO SOIL & WATER CONS
4980.00	STOSKOPF REDI MIX ROSEAU INC	72129.94	VOYAGEURS COMTRONICS CORPORATI
	9 PAYMENTS LESS THAN \$300	4,088.26	
	**** FINAL TOTAL.....	\$208,824.74	****

WARRANTS APPROVED FOR PAYMENT 7/09/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
1986.64	AMERITAS LIFE INSURANCE CORP	1351.58	ASSURANT EMPLOYEE BENEFITS
353.10	CANON FINANCIAL SERVICES INC	393.00	JOHN CARTER
3749.02	CENTURYTEL	675.00	LES STOREY TRUCKING
2339.00	MN DEPT OF FINANCE-TREAS	640.00	MN NCPERS GROUP LIFE INS
50392.08	R & Q CONTRACTING INC		
		16 PAYMENTS LESS THAN \$300	1,441.96
		****	****
		FINAL TOTAL.....	\$63,321.38

WARRANTS APPROVED ON 7/14/2009 FOR PAYMENT 7/17/2009

AMOUNT	VENDOR NAME	AMOUNT	VENDOR NAME
648.22	ACE HARDWARE-ROSEAU	990.11	BALLARD MOTOR CO
320.85	BEITO PLUMBING & HEATING	600.06	BERGSTROM ELECTRIC INC
21661.30	BROCK WHITE CO LLC	6744.47	CDW GOVERNMENT INC
9700.00	CRYTEEL TRUCK EQUIPMENT	350.88	CULLIGAN
384.54	TONY DORN INC	2617.96	FARMERS UNION OIL CO-LK BRNSN
2838.31	FARMERS UNION OIL CO-WARROAD	321.00	FOLDESI WELDING & REPAIR
3500.00	GOVERNMENT MANAGEMENT GROUP IN	4872.38	H & J DISPLAYS INC
910.00	HEPPNER CONSULTING INC	846.08	HILLYARD HUTCHINSON
414.27	HOLTE IMPLEMENT INC	649.07	INTERSTATE POWER SYSTEMS INC
1650.85	JACKSON VERAUNDA	6410.20	JOHNSON OIL CO INC
43188.40	JOHNSTON FARGO CULVERT INC	1722.00	LIFECARE MEDICAL CENTER
1884.03	M & R SIGN CO INC	34542.00	MAR-KIT LANDFILL
515.51	MARSHALL CO AUDITOR-TREASURER	511.20	MARVIN HOME CENTER
6150.00	MINN-DAK ASPHALT INC	1245.31	MN COUNTIES COMPUTER COOP
508.75	GRACIA NELSON	400.00	NORTH COUNTRY WEBSITES
64254.90	NORTHERN RESOURCES COOPERATIVE	3581.65	NORTHLAND TIRE
350.53	NORTHWOODS HEATING & COOLING	800.00	ARIA OLSLUND
1162.68	POWER PLAN	1419.00	R & Q CONTRACTING INC
33495.27	RATWIK, ROSZAK & MALONEY, PA	3970.79	RIVERFRONT STATION
5272.34	ROSEAU CITY	461.14	ROSEAU CLEANING SYSTEMS
7261.99	ROSEAU CO COOP ASSN	587.20	ROSEAU CO SHERIFF-SUNDRY ACCOU
7746.49	ROSEAU CO SOIL & WATER CONS	23797.16	ROSEAU COUNTY FORD
1366.24	ROSEAU DIESEL SERVICE INC	319.49	STREIFF SPORTING GOODS
1198.13	SWANSONS' REPAIR INC	446.97	TITAN ACCESS ACCOUNT
16224.99	U OF MN EXTENSION SERVICE	1950.00	VOYAGEURS COMTRONICS CORPORATI
450.00	MARK YAGER	396.78	ZEE SERVICE CO
6183.22	ZIEGLER INC		
		53 PAYMENTS LESS THAN \$300	6,819.83
		****	****
		FINAL TOTAL.....	\$346,614.54

COMMENTS AND ANNOUNCEMENTS

The Board briefly discussed their ongoing concern regarding county road damage. It was suggested that the speed limit could be dropped for trucks on county roads or on specific county roads that are experiencing damage. Chair Swanson offered to discuss this with County Engineer Brian Ketring.

Commissioner Swanson gave a brief update on the Cohort Leadership Program. Kittson, Lake of the Woods and Roseau counties have approved participation. Clearwater County has declined. Marshall County will be discussing it at their next meeting.

Commissioner Foldesi noted that he had met two county deputies while hauling cattle and wondered why he was not stopped by either to have his movement permit checked. Coordinator Klein was directed to speak to Chief Deputy Terry Bandemer about this.

The Board addressed correspondence from Betty Larson concerning ditch cleaning. Coordinator Klein was directed to forward the correspondence to the Roseau River Watershed District as it is regarding a project under their jurisdiction and not the county's.

COMMITTEE REPORTS

Commissioner Foldesi had no meetings to report.

Commissioner Johnston had no meetings to report.

Commissioner Rasmussen reported on the following committee meetings: Roseau River Watershed Board, 7/2/09: Discussed Malung as a potential impoundment project.

Commissioner Swanson reported on the following committee meetings: Roseau Economic Development Authority, 6/30/09; Roseau River Watershed Board, 7/1/09: Discussed Malung as a potential impoundment project; Criminal Justice Coordinating Committee, 7/1/09: Discussed chemical dependency treatment for juveniles; Northern Counties Land Use Coordinating Board, 7/2/09: Discussed Heritage Council and Clean Water Act; Regional Radio Board, 7/8/09: Approved 2010 budget, discussed Memorandum of Understanding with MnDot. Roseau River Watershed Board, 7/10/09: Met with Todd Miller to discuss potential impoundment projects on state land in Roseau County; KaMar, 7/13/09.

Coordinator Klein reviewed the 2009 fair booth materials with the Board via a power point presentation.

Chair Swanson recessed the meeting at 10:00 am. The meeting reconvened at 10:15 am.

DISCUSSION

Auditor Anne Granitz met with the Board to review two quotes for required auditing services. A motion was made by Commissioner Rasmussen, seconded by Commissioner Johnston and carried unanimously to accept the multi-year quote from Hoffman, Dale and Swenson in the amount of \$25,600 for years 2009-2011.

The Board discussed establishing a DNR Land Asset Pilot Project Work Group, A motion was made by Commissioner Swanson, seconded by Commissioner Rasmussen and carried unanimously to create a Land Asset Pilot Project Work Group and appoint Commissioner Swanson, Commissioner Johnston, Auditor Granitz and Engineer Ketring as members.

The Board discussed the development of an Off Highway Vehicle Recreational Park in Roseau County. A motion was made by Commissioner Swanson, seconded by Commissioner Johnston and carried unanimously to establish an Off Highway Vehicle Recreational Park Committee and to appoint Commissioner Foldesi and Commissioner Rasmussen as members.

Upon motion carried, the Board adjourned the regular meeting at 11:30 a.m. The next regular meeting of the Board is scheduled for July 28, 2009 at 8:30 a.m.

Attest:

Date: _____

Teresa Klein, County Coordinator
Roseau County, Minnesota

Jack Swanson, Chairman
Board of County Commissioners
Roseau County, Minnesota

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
 Approve Election Systems & Software, Inc. Post Warranty Hardware Maintenance Services and Software Maintenance and Support Agreement

***Background (Provide sufficient detail of the subject):**
 This is a service agreement for the voter tabulation equipment and software that Roseau County Purchased as part of the Help America Vote Act (Pub.L. 107-252), or HAVA. HAVA is a United States federal law which was signed into law by President Bush on October 29, 2002 and drafted in part due to the controversy surrounding the 2000 U.S. presidential election, the goals of HAVA are:

 replace punch card voting systems;
 create the Election Assistance Commission to assist in the administration of Federal elections; and
 establish minimum election administration standards

***Financial Consideration:**
 We have \$37,797.70 in HAVA grant funds remaining after purchasing the AutoMARKs and voter tabulation equipment. We will use grant funds to pay the maintenance fees.

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

**ELECTION SYSTEMS & SOFTWARE, INC.
POST WARRANTY
HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND
SUPPORT AGREEMENT**

THIS HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, Inc., a Delaware corporation ("ES&S") and Roseau County, Minnesota ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment and software described on Attachment 1, and Customer now desires to obtain field maintenance services for such equipment and maintenance services for such software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance Services and Software Maintenance and Support shall be in effect for an initial four-year period beginning on August 1, 2009 (the "Initial Maintenance Term"). Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive two-year periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Maintenance Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), which will require no notice), or (c) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall not entitle Customer to a refund of any fees already paid to ES&S.

1. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Attachment 1 for the initial Maintenance Term. The Hardware Maintenance and Software Maintenance Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental

Software Maintenance Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a maintenance and support plan, or otherwise changes its maintenance and support plan with ES&S during the Initial Maintenance Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, maintenance and support coverage.

ARTICLE II **HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Initial Maintenance Term or any renewal thereof not expired, and (c) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements and with respect to ES&S' Out-Of-Pocket Expenses, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Agreement, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Hardware in Normal Working Condition ("Routine Maintenance Services") once during the even numbered years of the Initial Maintenance Term or the even numbered year of any Renewal Period. Customer may request that Routine Maintenance Services be performed more than once during the Initial Maintenance Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Hardware. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as

agreed upon by the parties. Customer shall pay all costs associated with shipping Product(s) both to and from the Depot location, including insurance.

c. **Remedial Maintenance Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that the Product(s) identified on Attachment 1 as "depot repair only" may only be repaired at a Depot. Customer shall pay all costs associated with shipping Product(s) both to and from the Depot location, including insurance.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. **Timing.** The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed; provided ES&S has a product available. (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable memory packs, PCMCIA cards, cancellation stamps, ink pads or red stripe pens, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Maintenance Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in such Maintenance Term.

e. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Initial Maintenance Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Product documentation.

ARTICLE III **SOFTWARE**

1. **Services Provided.** ES&S shall provide maintenance and support services (“Software Maintenance and Support”) for the ES&S Software and ES&S Firmware (collectively, “ES&S Software”), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party’s obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Software Maintenance Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation (“Updates”), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be “Software”, and shall be subject to all the terms and conditions of ES&S’ license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S’ recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its

then-current rates to ES&S may charge Customer at its then-current rates to (a) ship the Updates; (b) install the Updates, (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update, or (d) train the Customer or on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 4 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

ARTICLE IV
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within 1 year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance Services and Software Maintenance and Support Services.

3. **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Entire Agreement.** This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to its

conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.

6. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC.
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

ROSEAU COUNTY, MINNESOTA
606 5th Avenue SW, Room 160
Roseau, MN 56751-1477
Fax No.: (218) 463-4283

Signature

Signature

Tom O'Brien

Name (Printed or Typed)

Name (Printed or Typed)

Chief Finance Officer

Title

Title

Date

Date

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

HARDWARE

Quantity	Description	Year 1 Maintenance Fee Per Unit (Per Year)	Year 1 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 2 Maintenance Fee Per Unit (Per Year)	Year 2 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 3 Maintenance Fee Per Unit (Per Year)	Year 3 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 4 Maintenance Fee Per Unit (Per Year)	Year 4 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
	Total Fees Due For the Initial Hardware Maintenance Term		\$30,880.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 90% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Remedial Maintenance Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

**ES&S UNITY SOFTWARE AND FIRMWARE SUPPORT DESCRIPTION
AND MAINTENANCE FEES**

Please check the Unity Software Products for which Software Support will be provided:

Unity Election System Software Products:

UNITY SOFTWARE PRODUCT	SUPPORT PROVIDED
Data Manager	N/A
Ballot Image Manager	N/A
Ballot on Demand	N/A
Hardware Programming Manager	N/A
Data Acquisition Manager	N/A
Reporting Manager	N/A
Data Manager	N/A
Ballot Image Manager	N/A

Please check the Unity Hardware Products for which Firmware Support will be provided:

Unity Election System Hardware Products (Firmware):

UNITY HARDWARE PRODUCT	NUMBER OF UNITS
Model 100	23
Model 650	N/A
IVotronic	N/A
AutoMARK	26
Model 150/550	N/A
EAGLE	N/A
IV-C	N/A
Model DS200	N/A

ES&S Software Maintenance and Support Fees for the initial Software Maintenance Term and renewal terms shall be as follows:

Year	ES&S Software Fee	ES&S Firmware Fee	Total Fee
1	N/A	\$3,330.00	\$3,330.00
2	N/A	\$3,330.00	\$3,330.00
3	N/A	\$3,330.00	\$3,330.00
4	N/A	\$3,330.00	\$3,330.00

Software Maintenance and Support Services Provided by ES&S Under the Agreement

1. Telephone support
 - ES&S will provide support on procedural questions of a specific nature not covered in ES&S' User Manuals;
 - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution (to be provided on a limited basis)
 - ES&S will provide issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S will provide Technical Bulletins on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing

Software Maintenance and Support Services *Not* Provided by ES&S Under the Agreement

1. Network design, layout or administration
2. Training for any Unity product
3. Election set up and programming
4. "Where/how do I start my programming of my Election"
5. Installation of Unity modules, firmware or setting date or time – User Guides, Installation Instructions, Training Checklists and Technical Bulletins are provided for these processes
 - Installation of Unity modules, printers and peripherals. These items shall be the responsibility of the Customer.
6. Third Party Interface – Import from non ES&S Voter Registration System
7. Installation of third party hardware or software - User Guides, Installation Instructions are provided for these processes
8. Issue resolution for printers and modems not supported by ES&S applications

9. Issue resolution for requests made by non-ES&S service providers
10. Issue resolution for Audio files – prepared by a non-ES&S approved vendor
11. Setup or Installation of Unity products not in accordance with Certificated Configuration

Software Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full Unity training session for each product selected
 - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections
 - Customer shall have the ability to install application firmware and software and make changes to date and time settings
 - Customer shall have the ability to change batteries and belts
 - Customer shall have the ability to store equipment in accordance with ES&S requirements
2. Customer shall have reviewed a complete set of User Manuals
3. Customer shall have reviewed Training Checklists

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Pelowski, Jeff	*Department Environmental Services	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
Approve Benefit Payout for Fred Clasen

***Background (Provide sufficient detail of the subject):**
Fred retired effective 7/4/2009. Attached is his benefit payout for your review and approval.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

PAYROLL CHANGE

NAME: Fredrick A. Clasen

BOARD APPROVAL DATE: 07/28/2009

NEW ADDRESS: _____

EFFECTIVE DATE: 7/4/2009

PAY RATE: \$21.78

GRADE/STEP: 6G

TITLE: Transfer Station/Demo. Landfill Operator

DEPARTMENT: Environ./Transfer Station

Full-time
 Part-time
 Temporary

CHANGE VACATION CODE TO:
 _____ **V1** (1-5 yrs., 4 hrs)
 _____ **V2** (5-10 yrs., 5 hrs)
 _____ **V3** (10-15 yrs., 6 hrs)
 _____ **V4** (15-20 yrs., 7 hrs)
 _____ **V5** (over 20 yrs, 8 hrs)

GRADE/STEP CHANGE:
 Current Grade _____ Step _____
 New Grade _____ Step _____

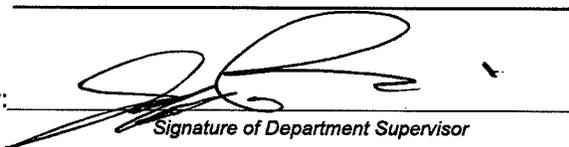
PAY RATE CHANGE:
 Current _____ New _____

SEVERANCE PAY:	Vacation	<u>208</u>	hours @	<u>21.78</u>	per hour	<u>4,530.24</u>
(Balance of <u>720</u> divided by two)	Sick	<u>360</u>	hours @	<u>21.78</u>	per hour	<u>7,840.80</u>
	Comp.	<u>240</u>	hours @	<u>21.78</u>	per hour	<u>5,227.20</u>
	Holiday	_____	hours @	_____	per hour	_____
	TOTAL					<u>17,598.24</u>

REASON FOR CHANGE

- | | |
|--|--|
| <input type="checkbox"/> New Employee - Hire Date: _____
<input type="checkbox"/> Rehire
<input type="checkbox"/> Address Change
<input type="checkbox"/> Vacation Anniversary
<input type="checkbox"/> Grade/Step Change
<input type="checkbox"/> Pay Rate Change
<input type="checkbox"/> Title Change
<input type="checkbox"/> Anniversary Step Increase
<input type="checkbox"/> Resignation/Termination | <input checked="" type="checkbox"/> Retirement
<input type="checkbox"/> Layoff
<input type="checkbox"/> Family/Medical Leave
<input type="checkbox"/> Return From Leave
<input type="checkbox"/> Reevaluation of Current Job
<input type="checkbox"/> Transfer
<input type="checkbox"/> Annual Cost of Living Adjustment
<input type="checkbox"/> Other _____ |
|--|--|

Comments: Fred has retired effective 7/4/2009. As per county policy, the balance of his vacation and comp time, \$9,757.44, is to be paid out to him. As a member of the non-union/non-bargaining employee group, the current policy is that his sick leave balance of \$7,840.80 is to be deposited in a VEBA Post Retirement Account.

Approved by: 
 Signature of Department Supervisor

7/20/09
 Date

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
Authorize Advertisement for Roseau River Watershed District Manager

***Background (Provide sufficient detail of the subject):**
The RRWD Manager term of Steve Lee will expire October 18, 2009. This item is to authorize advertising for interested candidates.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

NOTICE

The Roseau County Board of Commissioners is accepting nominations for the following Watershed Board Appointment:

One (1) manager to the Roseau River Watershed District for a three year term beginning October 19, 2009 ending October 19, 2012. The term of Steve Lee expires October 19, 2009.

Persons interesting in being appointed to serve as a watershed district manager should contact the Roseau County Coordinator, 606 5th Avenue SW, Room 131, Roseau, MN 56751 (218-463-4248) or at trish.klein@co.roseau.mn.us to obtain an application. To be considered, interested persons must submit completed applications no later than 4:30 pm August 21, 2009.

Dated: July 28, 2009

District 1, Alan Johnston, Vice Chair - District 2, Jack Swanson, Chairman -
District 3, Orris Rasmussen - District 4, Russell Walker - District 5, Mark Foldesi

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ITEM # 9:00 Appt.

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
Roseau River Watershed District Manager Todd Miller Appointment

***Background (Provide sufficient detail of the subject):**
Commissioner Walker will be at a Bovine TB Conference on Tuesday the 28th and will be unable to attend the Board meeting. He has requested that RRWD Manager Todd Miller attend the meeting in his place to request that the Board authorize a ditch cleaning project on County Ditch 7 in Unorganized America Township.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
-----------------------	------------------

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

JACK SWANSON COMMITTEE MEETINGS

JULY 14, 2009 - COUNTY BOARD MEETING

JULY 16, 2009 - SOCIAL SERVICES BOARD MEETING

JULY 16, 2009 - COUNTY FAIR COMMITTEE

JULY 20, 2009 - ROSEAU COUNTY COMMITTEE ON AGING - ASKED WHETHER ROSEAU COUNTY COULD SPRAY WEEDS AT THE SOUTH END OF THE FAR NORTH TRANSIT BUILDING ... RIDERSHIP CONTINUES TO DECLINE, BUT THE INCOME TO EXPENSE RATIO CONTINUES TO IMPROVE (27.9% FOR THE YEAR) ... SENIOR MEDICAL TRAVEL HAS SHOWN A DEFICIT TWO OF THE LAST THREE MONTHS (BUT REMAINS PROFITABLE FOR THE FIRST SIX MONTHS OF THE YEAR) ... STEVE BUTLER MAY APPLY FOR A GRANT TO BUY A NEW WARROAD BUS IN 2010; THIS WOULD REQUIRE A COUNTY MATCH.

JULY 21, 2009 - LAND ASSET PILOT PROJECT - MET W/ BRIAN KETRING, AL HEIM, MARTI MONSRUD AND ALAN JOHNSTON ON PENDING MEETING WITH THE DNR RE: A LAND EXCHANGE. ROSEAU COUNTY WANTS TO BE PREPARED BEFORE ENTERING INTO AN AGREEMENT WITH THE STATE.

JULY 21, 2009 - COUNTY FAIR BOOTH SETUP

JULY 21, 2009 - COUNTY FAIR PARADE (THANKS TO HIGHWAY DEPT FOR DRIVING THE PICKUP TRUCK, AND THANKS TO MARK FOR USE OF THE TRAILER)

JULY 23, 2009 - ROSEAU COUNTY AFFORDABLE HOUSING FUND COMMITTEE - MET IN BADGER; HEARD THAT THE HOUSING LOAN POOL FUND BALANCE REMAINS HEALTHY. RESOLUTION TO MARKET THE PROGRAM FOR PURPOSE OF PUTTING PEOPLE IN HOMES; INTEREST RATE LOWERED FROM 4% TO 2% FOR THE REMAINDER OF 2009.

ITEM # Discussion 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Stauffer, Chris	*Department Information Systems	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
Electronic Document Imaging System

***Background (Provide sufficient detail of the subject):**
IT Administrator Chris Stauffer will be at the Board meeting to review the quotes that he has received for document imaging software and will have a recommendation for the Board to consider.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
-----------------------	------------------

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

ITEM # Discussion 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Jul 28 2009
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***Subject Title (As it will appear on the agenda):**
Assistant Transfer Station Demo Landfill Operator Hiring Committee Recommendation

***Background (Provide sufficient detail of the subject):**
33 applications were received for the Assistant Transfer Station/Demo Landfill Operator Position. The applications were reviewed and ranked based on a 100 point questionnaire to determine eligibility for hire. It was pre-determined that six candidates would be interviewed, however there was a tie for 6th place so 7 candidates were scheduled for interviews. The hiring committee of Environmental Officer Jeff Pelowski, Transfer Station Demo Landfill Operator Tim Erickson, and County Coordinator Trish Klein interviewed the candidates and will be recommending that the position be offered to the No. 1 ranked candidate.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
-----------------------	------------------

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk



STATE OF MINNESOTA DEPARTMENT OF VETERANS AFFAIRS



20 West 12th Street, 2nd Floor • St. Paul, MN 55155 • Phone 651-296-2562 • Fax 651-296-3954
www.mdva.state.mn.us • 1-888-LinkVet

July 13, 2009

Honorable Jack Swanson
210 Sixth Avenue SE
Roseau, MN 56751



Dear Commissioner Swanson,

The Minnesota Department of Veterans Affairs (MDVA) will open the Fiscal Year 2010 Enhancement Grant cycle on Monday, July 20, 2009, with a closing date of Friday, October 2, 2009, 4:30 p.m. The monies available for this grant cycle are \$750,000.

As prescribed in law, applications for a grant are welcomed by all 87 County Veterans Service Offices and the Minnesota Association of County Veterans Service Officers. To be eligible for the grant, the applying CVSO must be certified unless that CVSO has been employed for less than one year with the county or has received a waiver for certification from MDVA.

The grant-making process is designed to allow the Department to provide each potential grantee with fair and thoughtful guidance by allowing each office to be placed on a timely track for submission, review, and consideration. Grant selection will be made on the following programmatic goals (guidelines):

- Outreach to Veterans;
- Reintegration of Combat Veterans;
- Collaboration with other social service agencies, educational institutions, and other relevant community resources;
- Reduce Homelessness Among Veterans;
- Digital Records Management;
- Transportation Program;
- Marketing/Advertising ;
- Staff Management and Training; and,
- Provide measurable outcomes.

Regarding the programmatic goals, the purpose of the outreach programmatic goal has changed from previous grant cycles. For FY2010 the outreach programmatic goal is for CVSO offices to reach the underserved veterans of your community – not for advertising and/or marketing their office. Examples of outreach would be visiting veterans in local nursing homes, satellite county offices, veterans' benefits fairs, job fairs/resume building workshops, etc. Examples of marketing/advertising may include brochures, pamphlets, newspaper inserts, billboards, etc.

An Equal Opportunity Employer

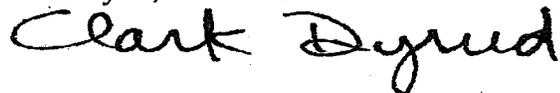
Another noteworthy change to this year's grant cycle is under the category of "Staff Management and Training". In past grant cycles, the Department allowed the applicant to submit a request to attend NACVSO training. The FY2010 grant cycle **will not** be granting counties funds to attend the 2010 NACVSO. Cost of attendance for all Minnesota CVSOs and Assistant CVSOs for the 2010 NACVSO was granted in the FY2009 Enhancement Grant cycle to Le Sueur County to act as the fiscal agent.

In the packet of grant materials mailed to your CVSO was: FY2010 Grant Process Explanation, FY2010 Grant Application, three sample applications, and a guide to establishing measurable outcomes. A link has been placed on the Department's website to access the materials as well. The link is:
<http://www.mdva.state.mn.us/CSVSOGrant/index.htm>

Should you or your CVSO have a question regarding the grants, please contact Nicole Peine. She can be reached at:

Nicole Peine
Minnesota Department of Veterans Affairs
Veterans Service Building
20 W. 12th Street
St. Paul, MN 55155-2079
Office: 651-757-1545
E-mail: Nicole.peine@state.mn.us

Thank you,



Clark Dyrud, Commissioner