



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

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**AGENDA**  
**Tuesday May 5, 2009, 8:30 a.m.**

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on May 5, 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
- 8:35 Comments and Announcements**
- 8:45 Consent Agenda**
1. Approve Proceedings
  2. Approve Abatements
  3. Approve GeoComm Contract
- 8:55 Future Agenda Items**
- 9:00 Adjourn**

**COMMITTEE OF THE WHOLE**  
**AGENDA**

APPOINTMENTS

- 9:00 Marc Bloomquist, Department of Corrections District Supervisor**
- 9:30 Pembina Trails Resource Conservation & Development Assoc. Coordinator Shawnn Balstad**
1. Review Annual Report
- 10:00 Roseau County Department Heads**
1. Cash Balance Discussion
  2. 2010 Budget Planning

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

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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



<b>*Person Responsible for Request</b> Klein, Trish	<b>*Department</b> Coordinator	<b>*Board Meeting Date</b> May 5 2009
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**\*Subject Title (As it will appear on the agenda):**  
Approve Proceedings

**\*Background (Provide sufficient detail of the subject):**  
Attached is a draft of the May 5, 2009 Board Proceedings. 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)**

<b>Date Received:</b>	<b>Comments:</b>
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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

April 28, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 28, 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, Jack Swanson and Russell Walker.

### **APPROVAL OF AGENDA**

Approval to hire a temporary employee was added to the Highway Department appointment. Meeting location for inmate aftercare was added to Discussion. Approval of an Amendment to the Stonegarden Grant was removed from the Consent Agenda and added to Discussion. A motion to approve the revised 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 Walker, seconded by Commissioner Rasmussen and carried unanimously.

The Board, by adoption of its consent agenda, approved the re-appointment of Peggy Swart to the Social Services Agency Board.

The Board, by adoption of its consent agenda, approved the January 1, 2009 to June 30, 2010 Boat and Water Safety Grant Allocation.

The Board, by adoption of its consent agenda, approved the Application for Exempt Lawful Gambling Permit for the Lake of the Woods Chapter of the Roughed Grouse Society.

The Board, by adoption of its consent agenda, approved the North Star ATV Club Minnesota Trail Assistance Program Grant for FY2009.

The Board, by adoption of its consent agenda, proclaimed April as Sexual Assault Awareness Month.

The Board, by adoption of its consent agenda, proclaimed May 3-9, 2009 as National County Government Week.

The Board, by adoption of its consent agenda, approved the BISF Section 1 and Pelan Trail Certification of Satisfactory Grooming for 3<sup>rd</sup> Benchmark.

The Board, by adoption of its consent agenda, approved the purchase of Employee Identification Proximity Cards from Simplex Grinnell in the amount of \$565.00.

The Board, by adoption of its consent agenda, approved an Amendment to the Joint Powers Agreement with the Minnesota Board of Animal Health for Bovine TB Services extending the contract to September 30, 2009 and increasing the funding to \$30,000.

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

**WARRANTS APPROVED FOR PAYMENT 4/16/2009**

<b>AMOUNT</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>VENDOR NAME</b>
53972.57	CDW GOVERNMENT INC	40987.59	D & E SPORT SHOP-ROSEAU
548.15	BRIAN HARDWICK P.A.	34500.00	MATTRACKS INC
75629.88	ROSEAU COUNTY FORD	5438.42	SAY SECURITY NORTH COUNTRY
414.56	VERIZON WIRELESS		
	<b>6 PAYMENTS LESS THAN \$300</b>	<b>421.56</b>	
****	<b>FINAL TOTAL.....</b>	<b>\$211,912.73</b>	****

**WARRANTS APPROVED FOR PAYMENT 4/23/2009**

<b>AMOUNT</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>VENDOR NAME</b>
2149.22	CAPITAL GUARDIAN TRUST CO	4183.03	LAURE JOHNSON
631.35	MII LIFE-SELECT ACCOUNT ADM	7665.25	MII LIFE-VEBA
811.22	MN CHILD SUPPORT PAYMENT CENTE	3265.48	MN ENERGY RESOURCES
3213.73	NATIONWIDE RETIREMENT SOLUTION	20000.00	NW MN MENTORING PROGRAM
54855.00	NW MN SERV COOP-BLUE CROSS BLU	22500.00	NW REGIONAL LIBRARY
337.17	ROSEAU ELECTRIC COOP INC		
	<b>3 PAYMENTS LESS THAN \$300</b>	<b>355.03</b>	
****	<b>FINAL TOTAL.....</b>	<b>\$119,966.48</b>	****

**WARRANTS APPROVED ON 4/28/2009 FOR PAYMENT 5/01/2009**

<b>AMOUNT</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>	<b>VENDOR NAME</b>
450.00	ASSN OF MN COUNTIES	7794.00	AVIANDS LLC
1512.40	CDW GOVERNMENT INC	563.75	FRED CLASEN
2592.04	FLEET SERVICES DIVISION	360.00	HELGESON FUNERAL CHAPEL INC
21084.00	KAMAR SOLID WASTE FUND	1251.25	LIFECARE MEDICAL CENTER
520.80	LIFECARE MEDICAL CENTER-HOME C	554.62	MATTSON PHARMACY INC
500.00	M.B MCGEE P.A.	360.00	MN BOARD OF PEACE OFFICERS
700.00	MN OFFICE OF ENTERPRISES TECH	506.35	GRACIA NELSON
8465.99	NINTH JUDICIAL DISTRICT	3060.00	NW CONCRETE PRODUCTS INC
581.22	JEFF PARKER	1250.00	PSYCHOLOGY SERVICES OF SOUTHER
672.08	QUILL CORPORATION	1400.00	RAMSEY CO MEDICAL EXAMINER
3420.74	ROSEAU CO HWY DEPT	9501.39	ROSEAU CO SOIL & WATER CONS
340.00	SVEN & OLE'S ULTIMATE CARWASH	16224.99	U OF MN EXTENSION SERVICE
1510.85	WD LARSON COMPANIES INC	3307.21	WEST GROUP PAYMENT CENTER
10056.27	WIKSTROM TELECOM-INTERNET		
	<b>30 PAYMENTS LESS THAN \$300</b>	<b>3,596.98</b>	
****	<b>FINAL TOTAL.....</b>	<b>\$102,136.</b>	

**COMMENTS AND ANNOUNCEMENTS**

Commissioner Swanson notified the Board that he will be traveling to St. Paul with Director of Social Services Dave Anderson and School Board President Stuart McFarland for the AMC Conference April 28-29, 2009. Coordinator Klein and Commissioner Johnston will also be attending. Coordinator Klein will attend the Public Safety portion of the conference regarding consolidated dispatch centers and will also facilitate a World Café Event. Commissioner Johnston will be the chair of the Transportation Committee meeting which the Minnesota Commissioner of Transportation Tom Sorel will be attending.

Commissioner Swanson informed the Board that MnDot District Representative Lou Tasa, had answered the Board's question regarding why the price of asphalt continues to increase despite falling oil prices. Mr. Tasa told Commissioner Swanson that due to how efficiently oil is refined now there is less of the by-product that is used to produce asphalt.

Commissioner Walker notified the Board that he will not be attending the AMC conference but will be travelling to St. Paul on May 5<sup>th</sup> regarding TB issues and will also meet with the DNR and State Representatives regarding PILT payments.

Administrative Assistant Ann Marie Miller presented that Board with a note from Rural Life Outreach thanking the Board for their donation.

## **COMMITTEE REPORTS**

Commissioner Foldesi reported on the following committee meetings: Quinn County Advisory Committee meeting, April 27, 2009. Discussed new grant opportunity; DNR meeting, April 23, 2009; Discussed elk and wolf depredation concerns and law enforcement issues.

Commissioner Johnston reported on the following committee meetings: AMC Legislative Steering Committee meeting, 4/17/2009: Discussed possible increase in sales tax, Human Services bill, PILT funding, public safety issues and wage freezes. SSTS/MPCA meeting: Discussed policies for subsurface soil treatment systems; Peatland SNA meeting, 4/23/09: Reviewed draft policy.

Commissioner Rasmussen reported on the following committee meetings: Safety Committee Meeting, 4/21/09: Discussed having Barb Schmitz perform safety checks then having Deb Sletten doing a second safety inspection annually.

Commissioner Swanson reported on the following committee meetings: Roseau County Committee on Aging meeting, 4/20/09: Discussed hiring, complaint policy for drivers and received budget information. Job Service Employer's Committee: Talked about issues facing employers. Safety Committee: 4/21/2009: Discussed having Barb Schmitz perform safety checks then having Deb Sletten do a second inspection annually. Survive or Thrive Workshop, April 22, 2009: Roseau business owners received positive advice and information for an optimistic future.

Commissioner Walker reported on the following committee meetings: TB meeting with State, 4/20/09: Discussed transportation of cattle and simplified permitting process. TB Elk Depredation Plan meeting 4/23/09: Discussed reducing elk herds and testing elk for TB. Joint Powers Board, 4/27/09: Discussed ditch tax concerns. Canadian National Railroad, 4/24/09: Observed rail crossings in county. Also researched how many rail crossings there are in Roseau County, how many crossings have arms and lights and cost of adding crossing arms and lights to these intersections.

Chair Swanson recessed the Board meeting at 9:45. The meeting reconvened at 10:00 a.m.

## **HIGHWAY DEPARTMENT**

Engineer Ketring met with the Board to request approval for the purchase of a rotary mower for the Highway Department. The current mower would be used as a traded-in towards the purchase of the new mower. A motion was made by Commissioner Rasmussen, seconded by Commissioner Walker and carried unanimously to adopt the following resolution:

2009-04-05

BE IT RESOLVED, that the Board does hereby approve the purchase of a Schulte XH1500 3 Rotary Cutter in the amount of \$21,941.00, less trade in on a Woods 2162 Mower, \$941.00 for a total cost of \$21,000.00, plus tax, from Titan Machinery.

Engineer Ketring requested the Board approve a box culvert installation project in Unorganized Spruce Valley. Mr. Ketring explained to the Board that the township is currently having financial challenges and requested that the township's portion of \$5,000.00 be paid out of Con Con funds as this road provides access to consolidated conservation land. A motion was made by Commissioner Rasmussen, seconded by Commissioner Foldesi and carried unanimously to adopt the following resolution:

2009-04-06

BE IT RESOLVED, that the Board does hereby award a contract on S.A.P. 68-599-88, a box culvert installation in Spruce Valley, to low bidder Olson Construction in the amount of \$92,640.80.

BE IT FURTHER RESOLVED, that the Township's portion not to exceed \$10,000 is to be paid out of Consolidated Conservation funds.

Engineer Ketring requested the Board approve the hire of a temporary employee to aid the Highway Department in retrieval and management of flood recovery funding related to the 2009 high water event. A motion was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously to approve the hire of a temporary part-time employee at the appropriate grade and level.

### **CONCERNED CITIZENS FOR COUNTY ROAD 19**

Reine Township residents Karl Nelson, Ell-Kay Foss, Township Treasurer, and Willie Jenson along with Highway Engineer Brian Ketring, appeared before the Board to request the Board's support to repair a seven mile segment of County Road 19 in Reine Township. Portions of CR #19 are nearly impassable and in need of repair. Because this road accesses Beltrami Island State Forest, Red Lake Wildlife Management Area and Hayes Lake State Park, the project is eligible for State Park Road funds. This is DNR funding and their approval is necessary. The DNR has been contacted by Reine Township and has expressed full support of the project. The Board acknowledged that deterioration of gravel roads is a problem in Roseau County this spring, but that there are not sufficient county funds to repair them. However, the Board concurred that they would be in support of this repair project if State Park Funds are approved. The Board noted that the repair of CR19 is unique in that it is eligible for special funding and that no county levy dollars will have to be leveraged to do the work.

### **DISCUSSION**

The Board discussed the cell phone policy and agreed to defer its approval until the Cell Phone Committee could meet again to determine the proper stipend amounts for data phones.

The Board discussed the possibility of requesting bargaining units to voluntarily re-open negotiations due to the economy. A motion to request LELS and the Highway Department Employees Association to voluntarily re-open negotiations for the final year of their contract was made by Commissioner Walker, seconded by Commissioner Rasmussen and passed by a 3-2 vote with Commissioners Foldesi, Rasmussen and Walker in favor and Commissioners Swanson and Johnston opposed. Coordinator Klein was directed to submit a formal request to each of the bargaining units.

Commissioner Swanson requested that another commissioner be appointed to replace him on the Human Resources Committee for labor negotiations. Commissioner Walker volunteered. A motion was made by Commissioner Johnston, seconded by Commissioner Foldesi and carried unanimously to remove Commissioner Swanson and add Commissioner Walker to serve on the Human Resource Committee for Labor Negotiations purposes.

Commissioner Johnston suggested the Board begin 2010 budget planning as soon as possible. This item will be added to the May 5, 2009 Committee of the Whole meeting. All department heads are requested to attend this session.

Commissioner Swanson addressed the Board regarding upgrading the TV translator towers to digital in Roseau County. Mr. Swanson took an informal survey of a constituent advisory committee asking them to prioritize the counties spending. Funding television towers was on the bottom of the list. Mr. Swanson then spoke with Frank's TV who said they will be offering a local TV plan including equipment for \$9.99. The Board discussed the possibility of discontinuing the TV tower service and offering an incentive for constituents to purchase a satellite dish. Commissioner Swanson said he does not think it is appropriate for the County to be competing with a local business if they can offer this service at such a low cost. Swanson noted that by getting out of the TV tower business, Roseau County would recoup any incentive funding within two to three years and eliminate an ongoing expense. No action was taken.

Sheriff Jule Hanson and Chief Deputy Terry Bandemer met with the Board to discuss approving a policy for exempt staff to work Stonegarden Shifts. No action was taken.

Commissioner Rasmussen was asked by Jail Chaplin Jim Butler if the County would have space for him to hold meetings for those wishing to continue meeting for post care after completing their sentences. Options discussed included the County Board Room, City Center Rooms, Social Services Space, or the City Library. Coordinator Klein was directed to find out if this would be a conflict of the separation of church and state. Commissioner Rasmussen will notify Mr. Butler of his options.

Chief Deputy Bandemer presented the Board with an Amendment to the original Stonegarden Grant. This Amendment was generated because the numbers on the original grant were incorrect in the amount of \$699,026.00. The requested amount was for \$730,000.00. The amendment is for the difference of \$30,974.00. A motion was made by Commissioner Johnston, seconded by Commissioner Walker and carried by a 3-2 vote with Commissioners Johnston, Swanson and Walker in favor and Commissioners Foldesi and Rasmussen opposed.

Coordinator Klein advised the Board that May 3-9, 2009 is National County Government Week with the theme of "Going Green." Ms. Klein suggested that this week would be a good time to educate the public on the duties of county government as well as green activities the county is or will be participating in.

Upon motion carried, the Board adjourned the regular meeting at 12:15 p.m. The next regular meeting of the Board is scheduled for May 5, 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



<b>*Person Responsible for Request</b> Heim, Allen	<b>*Department</b> Assessor	<b>*Board Meeting Date</b> May 5 2009
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**\*Subject Title (As it will appear on the agenda):**  
Approve Abatements

**\*Background (Provide sufficient detail of the subject):**  
Assessor Al Heim is requesting approval of two abatements related to an oversight in Bovine TB tax credit calculations.

**\*Financial Consideration:**

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>
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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

ITEM # Consent 3

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>*Person Responsible for Request</b> Klein, Trish	<b>*Department</b> Coordinator	<b>*Board Meeting Date</b> May 5 2009
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**\*Subject Title (As it will appear on the agenda):**  
Approve GeoComm Contract

**\*Background (Provide sufficient detail of the subject):**  
The current GeoComm contract that the Detention Center uses for software support and GIS data maintenance services will expire at the end of June 2009. Attached is a copy for your review and approval.

**\*Financial Consideration:**  
\$7,296.99

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>

**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

RECEIVED  
APR 30 2009

April 28, 2009

Trish Harren  
9-1-1 Coordinator  
Roseau County  
606 5<sup>th</sup> Avenue SW, Room 131  
Roseau, MN 56751

Dear Ms. Harren:

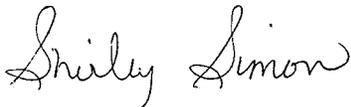
In reviewing our maintenance contracts I have found that the agreement between GeoComm and Roseau County for software support and GIS data maintenance services will expire at the end of June 2009.

In order to continue serving your County without interruption, I have drawn up and enclosed two signed copies of a renewal contract.

This agreement will ensure that you have 24x7 support for your critical dispatch mapping software. Once you review the contract and Scope of Services, please feel free to give me a call with any questions you may have. If the contract is acceptable as is, please sign both copies, keep one for your files and return one to me for my records. I will send the invoice due on contract signing once I have received my copy of the document.

We appreciate this opportunity to continue serving Roseau County and as always, thank you for your business.

Sincerely,



Shirley Simon  
Assistant Operations Manager



# Dispatch Mapping Support Project Agreement

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This 'Dispatch Mapping Support Project Agreement' ("the Agreement") is made by and between **Roseau County** ("Customer"), organized under the laws of the State of Minnesota and **GeoComm, Incorporated** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

## Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- GIS Data Maintenance Services
- Software Support Services

## Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$7,296.00** for services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **July 1, 2009, through June 30, 2010.**

## Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

## Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

## **Section 5 - Disclosure**

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

## **Section 6 - Employees**

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

## **Section 7 - Injuries**

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

## **Section 8 - Indemnification**

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

## **Section 9 - Insurance**

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

## **Section 10 - Data Confidentiality**

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

## **Section 11 - Nondiscrimination**

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the

benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

### **Section 12 - Assignment**

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

### **Section 13 - Notices**

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

#### **Roseau County**

Trish Harren, 9-1-1 Coordinator  
606 5<sup>th</sup> Avenue SW, Room 131  
Roseau, MN 56751

#### **GeoComm**

Greg Murdock, Assistant Geographic Services Manager  
601 West St. Germain Street, St. Cloud, MN 56301  
Phone (320) 240-0040 Fax (320) 240-2389 E-mail [gmurdock@geo-comm.com](mailto:gmurdock@geo-comm.com)

### **Section 14 - Entire Agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

### **Section 15 - Amendment**

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

### **Section 16 - Ownership**

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

### **Section 17 - Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Section 18 - Laws to Be Observed**

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

**Section 19 - Applicable Law**

If there is any dispute concerning this agreement, the laws of the state of Minnesota shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Minnesota.

**For Roseau County**

By: \_\_\_\_\_  
Signature/Title

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

**For GeoComm**

By: Janet Grones  
Janet Grones/Treasurer

Date: 4-28-09

# Exhibit - A      Scope of Services for Roseau County, MN

GeoComm will provide the following support services to Roseau County from July 1, 2009 through June 30, 2010.

## Software Support Services

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

- a) System alarms where Software does not process calls, or;
- b) System locks up repeatedly without ability to recover.

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of \$95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

Software Description	# of Licenses	Cost
GeoLynx Dispatch Mapping Software	1 license	\$2,000.00
LynxTrack AVL Software	1 license	\$496.00
<b>Total:</b>		<b>\$2,496.00</b>

## Remote Connection Services

This Agreement shall also include remote connection to the Software for troubleshooting and map updates by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop
- Microsoft VPN
- Cisco VPN

### **Additional Software Support Services**

At the request of the Customer, GeoComm may also provide on-site technical, operational, or other assistance in addition to the services described in this Agreement. These services shall be charged at GeoComm's standard hourly rates then in effect.

GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party unless such is specifically agreed to in advance by GeoComm and the Customer.

### **Software Support Exclusions**

This Agreement does not cover calls for service related to hardware issues, customized programming or issues related to other vendors.

GeoComm's Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

- a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm
- b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm;
- c) Consumable supplies
- d) Acts of God, including, without limitation; lightening strikes and severe weather
- e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm

## **GIS Data Maintenance Services**

For the GeoLynx software to operate with the critical accuracy required in public safety dispatching, it is imperative that the GIS data that resides in the software is kept current.

GeoComm will provide the following GIS data maintenance services to the Customer:

### **Digital Map Updates**

- Update the municipal/township boundaries when there are annexations, based on hard copy maps provided to GeoComm
- Update the roads (located in the rural areas and municipalities) with any additions/corrections, based on hard copy maps provided to GeoComm
- Update the ESZ, based on hard copy maps provided to GeoComm
- Update the road labels based on any additions/corrections to the road layer
- Make any water layer corrections, based on hard copy maps provided to GeoComm
- Make any water label layer corrections base on any additions/corrections to the water layer
- Make any park layer changes based on any hard copy maps provided to GeoComm
- Plot out large map (no larger then 36" x 36") showing: boundaries, roads, 5 mile label layer, water, water labels, section lines, and section numbers (maximum of 2 per year)
- Plot out large map (no larger then 36" x 36") showing the current ESZ when ESZs changes (maximum of 2 per year)
- Plot out large map (no larger then 36" x 36") showing the current ESZ for the data provider when ESZs change (maximum of 2 per year)
- Translate map files to shape format/change map projection if necessary

### **Wireless Map Updates**

GeoComm will update the cellular coverage layer and cellular tower based on hard copy or digital resources provided by the Customer for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations

The following essential resources must be provided by the Customer when updates to the cell\_I layer are requested to ensure a complete and accurate cell\_I layer:

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software (location of these files is typically C:\Program Files\GeoComm\GeoLynx\log)
- Wireless routing sheets from each wireless provider

Wireless routing sheets obtained by the Customer from the wireless providers must include:

- Latitude/Longitude coordinates of the tower
- Coverage Type: Omni or Sectorized. If the tower is sectorized provide Azimuth/Orientation and Sector Bandwidth
- Unique ID
- Sector ID
- Sector Number
- Wireless Company Name
- Radius

In addition, GeoComm will also complete in depth quality assurance/quality control (QA/QC) procedures to ensure the accurate plotting of wireless Phase I 9-1-1 calls to the appropriate cellular sectors or omni coverages. Included in the QA/QC procedures, GeoComm will obtain the call logs and review wireless Phase I call information for unique ID accuracy in the wireless layers. This will take place periodically throughout the maintenance contract, dependent on the amount of wireless Phase I calls.

### **MSAG and 9-1-1 Database**

GeoComm will update the MSAG and 9-1-1 database based on hard copy or digital resources provided by the Customer. As needed, GeoComm will:

- Update the MSAG when new roads are added, ESZs are changed, and/or roads are extended
- Provide deletions to the MSAG, when necessary
- Review any MSAG problems, as provided by the database provider (overlaps with other MSAG entries)
- Provide technical assistance with MSAG discrepancies
- Geocode the MSAG to the map data and provide a findings report
- Work with the Customer on fallout from the geocoding process to ensure the map data and MSAG are current
- Request new ESNs from the database provider when new ESZs are created
- Assist in the resolution of telephone records with missing addresses
- Devise strategies of ensuring the ongoing 96 percent accuracy of the counties 9-1-1 database
- Make necessary phone calls to residents to ensure the ongoing 96 percent accuracy of the counties 9-1-1 database
- Provide assistance with telephone records that do not match the MSAG

- Contact municipalities when residents within an incorporated community do not have MSAG-valid addresses
- Send telephone record updates to the telephone companies

Synchronization of the Customer's MSAG, 9-1-1 database, and map data is crucial in a 9-1-1 environment. In addition to providing ongoing updates to the MSAG and 9-1-1 database, GeoComm will complete periodic reviews of these three elements to ensure a high synchronization rate. Updates will be made to the MSAG and 9-1-1 database based on these reviews. If clarification is needed, GeoComm will work closely with Customer to ensure accurate updates are made.

### **Address Updates**

GeoComm will update the address point layer based on resources provided by the Customer. As needed, GeoComm will:

- Update the address point layer with any additions, deletions, and/or corrections. The Customer must provide accurate location information or latitude and longitude for the approximate placement of the address point.
- Update address points with attribute information.
- Address added points and provide the new address within 72 hours to the Customer contact.
- Provide technical advice via telephone and fax in regards to unique addressing situations.

### **GeoComm Data Distribution Policies**

- All data distributed from GeoComm will **only be sent to our primary customer** contact.
  - CD or emailed zip file
  - Primary contact does not include other jurisdiction departments, i.e. assessors, engineering, school board, etc.
- For third party requests there is a fee for services. See Client Services Managers
- Any data that is requested by a third party must be pre-paid.
  - This data will only be sent to the primary customer to distribute
- Any data sent will include correspondence (letter) explaining:
  - What data is included
  - Who requested
  - When it was requested
  - Waiver of responsibility of use.
- Data distribution must be approved at the GeoComm management level
- Web Portal data
  - Data that is place on customer web portals is available for download to all that have access to the site.
  - User names and passwords are created by the GeoComm IT staff. The primary customer contact is responsible for providing GeoComm with a list of personnel that should be granted access.
    - Must include full name, title, email address.

# County Fund Balances

A publication of the Association of Minnesota Counties

Minnesota counties report their fund balances at the close of their fiscal year, which ends December 31. This creates an impression that counties have excessive amounts of revenue held in reserve. In reality, county fund balances should be relatively large at the end of the year because of local government cash-flow cycles. Counties must rely on their fund balances to meet expenses during the first five months of the next fiscal year, until they receive the first property tax payments (May) and aid payments from the state (July).

Unlike state government, which collects income tax withholding and sales tax receipts regularly throughout the year, many counties *do not* have a constant flow of revenue from which they are able to fund local government operations. Property tax levies, state aid, and property tax credits comprise the majority of county discretionary revenues. Minnesota laws govern the flow of these major revenue sources into county treasuries.

- Counties receive the first half of property taxes from property owners by May 15 of each year.
- Counties receive the first half of their state aid and property tax credits from the state on July 20 of each year.
- Counties receive the second half of property taxes from property owners by October 15 of each year.
- Counties receive the second half of their state aid and property tax credits from the state on December 26 of each year.

Given this state-controlled flow of revenue, county fund balances (which are measured on December 31) are the primary source of funds available to counties for their operating expenses during the first five months of the next fiscal year. An adequate fund balance will provide counties with the cash flow required to finance expenditures and avoid short-term borrowing.

## Unique Circumstances of Each County Determine the Size of Fund Balance

While counties must rely on the fund balances for cash flow purposes during the first five months of a year, the unique circumstances of each county will determine the size of a fund balance that must be maintained to avoid the need for short-term borrowing and to operate effectively.

The unique fiscal characteristics of individual counties make it impossible to apply a single standard for fund balances to all counties. While some counties may require a fund balance equivalent to 40 percent of their total current expenditures, other counties may need a fund balance equal to only 10 percent of their total current expenditures. Numerous factors

must be considered when determining the level of reserves necessary to avoid short-term borrowing.

- If counties receive relatively large amounts of revenue from sources such as fees, fines, charges for services, other intergovernmental grants and aids, or interest on investments during the first five months of the calendar year, then they will be less dependent on their fund balances for cash flow purposes.
- Counties are often able to delay certain purchases until after the initial property tax and state aid payments are received. While payments from employee salaries, wages, and most benefits cannot be delayed during the first five months of the year, purchases of supplies and capital equipment may be delayed.

The individual cash flow needs of a county will determine the minimum fund balance that is necessary for it to operate effectively. Counties may need less reserves in their General and Special Revenue they may borrow or transfer resources, or if they receive significant revenues from sources other than property taxes and state aid payments (i.e. charges for services). Conversely, counties that rely heavily on property taxes and state aid for the majority of their revenues will need relatively large fund balances to meet their cash flow needs from January 1 through June 1 of every calendar year. ♦

*Revised November 2002.*

Source: Appendix B of Revenues, Expenditures, and Debt of Minnesota Counties for the Year Ended December 31, 2000 written and published by Office of the State Auditor.



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FOR YOUR INFORMATION

ITEM # Consent 2

**REQUEST FOR BOARD ACTION**

\* Required Fields



<b>*Person Responsible for Request</b> Klein, Trish	<b>*Department</b> Coordinator	<b>*Board Meeting Date</b> May 5 2009
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**\*Subject Title (As it will appear on the agenda):**  
Approve GeoComm Contract

**\*Background (Provide sufficient detail of the subject):**  
The current GeoComm contract that the Detention Center uses for software support and GIS data maintenance services will expire at the end of June 2009. Attached is a copy for your review and approval.

**\*Financial Consideration:**  
\$7,296.99

**\*Legal Consideration:**

**\*Other Consideration:**

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

**Coordinator's Office Use (Do Not Write Below)**

<b>Date Received:</b>	<b>Comments:</b>
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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