

December 13, 2011

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on December 13, 2011 at 4:00 p.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

4:00 Call to Order

1. Roll Call
2. Presentation of Colors
3. Approve Agenda
4. Comments and Announcements
5. Approve Bills

4:15 Public Hearing - Tobacco Ordinance No. 27

4:30 Delegations - Board Appointments

4:30 Consent Agenda

1. Approve November 22, 2011 Proceedings
2. Approve Northstar ATV Club Grant-in-Aid Reimbursement Request
3. Approve Northstar ATV Club/Bemis Hill OHV Grant FY12
4. Approve State Radio Board Grant 37724 (Motorola Motobridge Project)
5. Approve Emergency Management Performance Grant (EMPG)
6. Approve Resolution Supporting Proposed Mandate Change on Financial Statement Publication
7. Approve Resolution Supporting Proposed Mandate Change on Truth in Taxation Hearings

5:00 County Committee Reports

5:00 Department Reports

County Auditor

1. Ditch Levies
2. Publication of Official Newspaper

County Attorney

1. Joint Powers Agreement with the State of Minnesota Criminal Justice Agency
2. Minnesota Counties Computer Cooperative/MCAPS Contract for Professional Services
3. Temporary Victim Services Hire

Sheriff's Department

1. Deputy Sheriff Hire
2. Joint Powers Agreement with the State of Minnesota Criminal Justice Agency
3. Snowmobile Safety Enforcement Grant

Highway Department

1. Approve Final Payout to Wright Construction for the Following Projects: DR 1830, PW 1728, 2009 Flood, CR 126 for \$523.50; DR 1830, PW 1065, 2009 Flood, CR 129 for \$388.10; DR 1830, PW 1747, 2009 Flood, CSAH 13 for \$4,279.35; DR 1830, PW 1704, 2009 Flood, CR 124 for \$567.40.
2. Approve Contracts on: SAP 068-598-033, SAP 068-598-034, SAP 068-599-089.
3. Approve Final Payout to Beito Repair for: DR 1830, PW 1988, CD 72 for \$6,956.08, DR 1830, PW 2040, CD 9 for \$6,235.60.

5:25 BREAK

5:30 County Board Items

1. 2012 Budget Review
2. MRCC Discussion
3. Commissioner Committee Reports

6:00 Adjourn

County Coordinator's Office e-mail address: annmarie.miller@co.roseau.mn.us, Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

ITEM # Public Hearing
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Monsrud, Martie ▼	*Department Auditor ▼	*Board Meeting Date Dec ▼ 13 ▼ 2011 ▼
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***Subject Title (As it will appear on the agenda):**
 Tobacco Ordinance No. 27

***Background (Provide sufficient detail of the subject):**
 Public Hearing on Amended Tobacco Ordinance 12-13-2011 at 4:15 pm. A resolution is needed to adopt the 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:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

TOBACCO ORDINANCE NO. 27

THE COUNTY BOARD OF THE COUNTY OF ROSEAU, MINNESOTA, HEREBY ORDAINS:

1. License.

- A. No person shall keep for retail sale, sell at retail or otherwise dispose of any tobacco product at any place in the County without first obtaining a license from the County. "Tobacco" is defined as and includes: cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts, refuse scrapes, clippings, cuttings and sweepings of tobacco; and other kinds of forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco related devices. (*Source: Minnesota Statutes Section 609.685*).
- B. The fee for a retail tobacco license shall be \$100 per licensing period which is a two-year period. License period shall begin January 1 of an even-numbered year and end on December 31 of the following year. Each license issued shall expire on December 31 of the second year of the licensing period unless sooner revoked by the commissioner. The fee may be adjusted bi-annually by the County Board.
- C. Every license shall be conspicuously posted at the place for which the license is issued and shall be exhibited to any person upon request.
- D. Tobacco licenses are not transferable to any other person.

- 2. **Sales Prohibited to Minors.** No person shall sell or offer to sell any tobacco or tobacco product to any person under eighteen (18) years of age. (*Source: Minnesota Statutes Section 608.685*).

3. Administrative Penalties

- A. If a licensee or employee of a licensee sells tobacco to a person under the age of 18 years, or violates any other provision of this ordinance, the licensee shall be charged an administrative penalty of \$75. An administrative penalty of \$200 must be imposed for a second violation at the same location within 24 months after the initial violation. For a third violation at the same location within 24 months after the initial violation, an administrative penalty of \$250 must be imposed, and the licensee's authority to sell tobacco at that location must be suspended for not less than seven days. No suspension or penalty may take effect until the licensee has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the County to conduct the hearing. A decision that a violation has occurred must be in writing. (*Source: Minnesota Statutes Section 461.12(2)*).
- B. An individual who sells tobacco to a person under the age of 18 years must be charged an administrative penalty of \$50. No penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the County to conduct the hearing. A decision that a violation has occurred must be in writing. (*Source: Minnesota Statutes Section 461.12(2)*).

- C. It is an affirmative defense to the charge of selling tobacco to a person under the age of 18 years in violation of this ordinance that the licensee or individual making the sale relied in good faith upon proof of age as follows:
1. A valid driver's license or identification card issued by the State of Minnesota, another state, or a province of Canada, and including the photograph and date of birth of the licensed person; or
 2. A valid military identification card issued by the United States Department of Defense; or
 3. In the case of a foreign national, from a nation other than Canada, by a valid passport. *(Source: Minnesota Statutes Section 461.12(6); Section 340A.503(6), by reference)*

4. Self-Service Sales.

- A. No licensee shall offer for sale of cigarettes or smokeless tobacco in open displays which are accessible to the public without the intervention of a store employee. *(Source: Minnesota Statutes Section 461.18(l) (a)).*
- B. The self-service restrictions described in this Section 4 shall not apply to retail stores which derive at least 90% of their revenue from tobacco and tobacco related products and which cannot be entered at any time by persons younger than 18 years of age. *(Source: Minnesota Statutes Section 461.18(l) (d),).*

5. Vending machine Sales. No person shall sell tobacco products from vending machines. This section does not apply to vending machines in facilities that cannot be entered at any time by persons younger than 18 years of age. *(Source: Minnesota Statutes Section 461.18(2),).*

6. Compliance Checks. The County shall conduct unannounced compliance checks at least once each calendar year at each location where tobacco is sold to test compliance with paragraph 1A as listed herein. *(Source: Minnesota Statutes Section 609.685).* Compliance checks shall utilize minors over the age of 15, but under the age of 18, who, with the prior written consent of a parent or guardian, attempt to purchase tobacco under the direct supervision of a law enforcement officer or an employee of the licensing authority. *(Source: Minnesota Statutes Section 461.12(5),).*

7. Minors. The licensing authority shall consult with interested educators, parents, children, and representatives of the court system to develop alternative penalties for minors who purchase, possess, and consume tobacco. The licensing authority and the interested persons shall consider a variety of options, including, but not limited to, tobacco free education programs, notice to schools, parents, community services, and other court diversion programs.

8. Judicial Review. Any person aggrieved by a decision under this ordinance may have the decision reviewed in the district court in the same manner and procedure as provided in Minnesota Statutes Section 462.361.

This ordinance shall become effective after its passage and publication.

Adopted this _____ day of _____, 2011.

Chairman of the Board

Attest: _____
County Auditor

Approved as to form and execution:

County Attorney

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Administrative Assistant ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Approve Proceedings

***Background (Provide sufficient detail of the subject):**
 Proceedings from the November 22, 2011 Board Meeting are being submitted for Board 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:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

November 22, 2011

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, November 22, 2011 at 8:30 a.m.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 8:30 a.m. by Board Chair Mark Foldesi. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker.

APPROVAL OF AGENDA

A request to advertise for bids for the sale of camera equipment from the Sheriff's Department was added to County Board Items. Discussion of the Land Asset Pilot Project meeting and discussion of firewood removal in Juneberry Township were added to the Auditor's Department reports. An appointment with Ken Chruszch was added to the Agenda at 11:00 a.m. A motion to approve the amended agenda was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson acknowledged Interim Coordinator Pelowski's appointment to a twelve member statewide Local Government Aid Committee established to address LGA reform.

APPROVE BILLS

A motion was made by Commissioner Phillipe, seconded by Commissioner Walker and carried unanimously to approve the payment of the following bills:

Warrants Approved for Payment 11/10/2011

Vendor Name	Amount
BADGER CITY	31,781.13
CENTURYLINK	2,944.99
GREENBUSH CITY	72,106.04
JOHNSON/LAURE A	3,526.88
MN DEPT OF FINANCE -TREAS	3,277.67
NW MN MULTI COUNTY HRA	14,419.23
NW REGIONAL DEV COMM	8,567.54
ROOSEVELT CITY	4,823.65
ROSEAU CITY	590,579.77
ROSEAU RIVER WATERSHED DIST	185,096.63
SCHOOL DIST 2358	12,627.27
SCHOOL DIST 2683	26,774.63
SCHOOL DIST 676	36,160.26
SCHOOL DIST 682	354,177.58
SCHOOL DIST 690	333,188.49
SPRINGSTEEL ISLAND SANITARY DISTRICT	14,288.40
TOWN OF BARNETT	2,439.74
TOWN OF BARTO	4,225.21
TOWN OF CEDARBEND	2,505.49
TOWN OF DEER	2,382.34
TOWN OF DEWEY	2,692.83

TOWN OF DIETER	3,086.54
TOWN OF ENSTROM	6,423.77
TOWN OF FALUN	4,660.42
TOWN OF GOLDEN VALLEY	5,450.47
TOWN OF GRIMSTAD	6,348.22
TOWN OF HEREIM	3,661.25
TOWN OF HUSS	2,191.49
TOWN OF JADIS	11,894.66
TOWN OF LAKE	113,471.36
TOWN OF LAONA	9,865.90
TOWN OF MALUNG	4,591.25
TOWN OF MICKINOCK	5,683.59
TOWN OF MOOSE	2,086.59
TOWN OF MORANVILLE	25,698.84
TOWN OF NERESON	2,204.53
TOWN OF PALMVILLE	2,344.96
TOWN OF REINE	4,178.19
TOWN OF ROSS	7,349.41
TOWN OF SKAGEN	5,283.23
TOWN OF SPRUCE	9,854.88
TOWN OF STAFFORD	6,570.25
TOWN OF STOKES	3,830.01
TWO RIVER WATERSHED DISTRICT	32,213.04
WARROAD CITY	317,222.75
WARROAD PORT AUTHORITY	108,779.96
WARROAD WATERSHED DISTRICT	5,216.26

17 Payments less than 2,000 13,659.40

Final Total: 2,432,406.99

Warrants Approved for Payment 11/17/2011

Vendor Name	Amount
SELECT ACCOUNT-VEBA	9,664.22
WRIGHT CONSTRUCTION INC	87,904.45

13 Payments less than 2,000 5,199.21

Final Total: 102,767.88

Warrants Approved On 11/22/2011 for Payment 11/29/2011

Vendor Name	Amount
B & B PRODUCTS	3,790.00
GARTNER REFRIGERATION CO	11,409.41
HOLTHUSEN CONSTRUCTION INC	40,083.00
INFORMATION SYSTEMS CORP	6,411.43
JOHNSON OIL CO INC	6,545.00
NORTHERN RESOURCES COOPERATIVE	2,790.54
R & Q CONTRACTING INC	2,167.50
TRUE NORTH STEEL	2,748.83
WIDSETH SMITH NOLTING	11,308.69

44 Payments less than 2,000 15,668.59

Final Total: 102,922.99

And, approved forthwith payments to Larry Emery for mowing in Juneberry Township in the amount of \$935.00; and to Jeff O'Donnell for road grading in Clear River Township, and road grading and repair in America Township, in the amount of \$6,970.00.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously. The Board, by adoption of its consent agenda, approved proceedings from the November 8, 2011 Board Meeting; approved the State of Minnesota Snowmobile Trails Assistance Program Maintenance and

Grooming 1st Benchmark in the amount of \$48,723.36; approved the FY2012 State of Minnesota Board of Water and Soil Resources Natural Resources Block Grant Agreement in the amount of \$61,007.00 and the Board of Water and Soil Resources Natural Resources Block Grant Program Allocation and Contribution Plan in the amount of \$90,460.00; approved the Payroll Change Notice for Roseau County's Veterans Service Officer; approved hosting the Association of Minnesota Counties Spring District meeting; approved the 2012 Board Meeting dates and approved a Minnesota Lawful Gambling Permit for the Springsteel Resort for a February 18, 2012 raffle.

DEPARTMENT REPORTS

County Highway

Engineer Ketring requested approval of two final payouts. A motion to approve final payout to Holthusen Construction for FEMA PW 265-6 JD61 Lat. 2 Part 2 in the amount of \$11,200.41 was made by Commissioner Falk, seconded by Commissioner Walker and carried unanimously.

A motion to approve final payout to Horner Plumbing and Excavating, Inc. for FEMA PW 265-5, JD 61 – Lat 2 – Part 1 in the amount of \$10,767.11 was made by Commissioner Walker, seconded by Commissioner Phillipe and carried unanimously.

County Auditor

Auditor Monsrud met with the Board to request authorization to hold a public hearing, per MN Statute 375.51, with regard to a proposed amendment to Tobacco Ordinance No. 27. Changes requested involve adjusting the time line for issuing licenses from annually to bi-annually. A motion to authorize publishing a Notice of Intent to amend Tobacco Ordinance No. 27 was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

Monsrud updated the Board on the Land Asset Pilot Project Update Meeting to be held on December 2, 2011 at the Bemidji DNR Regional Office. Auditor Monsrud, Assessor Heim and Commissioner Swanson will be in attendance.

The Board discussed a request from the DNR to remove wood damaged during the recent fires in Juneberry Township. Commissioner Foldesi will contact Shane Delaney, DNR for more information. No action was taken.

County Sheriff

Sheriff Gust met with the Board to request authorization to advertise for the sale of unused squad car camera and related equipment. The Board concurred with this request.

The Board requested the Sheriff resume the monthly Committee meetings with the Board. The Sheriff agreed and suggested these meetings begin again on January 3, 2012 at 9:00 a.m.

COUNTY BOARD ITEMS

MRCC Survey

The Board discussed the Minnesota Rural Counties Caucus survey sent to all counties. This survey was sent seeking input on how to improve MRCC's organizational structure and to strengthen and build on current resources. Prior to completing the survey, the Board directed Interim Coordinator Pelowski to contact Dan Larson at MRCC and ask him to provide a list of services MRCC has provided to the County as well as a list of future action items intended for the County.

COMMITTEE REPORTS

Commissioner Falk reported on the following committee meeting(s): The Minnesota Transportation Alliance, 11/10/11; Social Services Board, 11/15/11; Highway Committee, 11/15/11; Extension Committee, 11/15/11; MnUSA Snowmobile meeting, 11/19/11; Inter-office meeting, 11/21/11.

Commissioner Foldesi reported on the following committee meeting(s): Highway Committee 11/15/11; Social Services Board, 11/15/11; Highway Committee, 11/15/11; Inter-office meeting, 11/21/11.

Commissioner Phillippe reported on the following committee meeting(s): Warroad Park Steering Committee, 11/10/11; Veterans Day Service, 11/11/11; Warroad City Council, 11/14/11; Warroad School Board, 11/14/11; Social Services Board, 11/15/11; Highway Committee, 11/15/11; Lake Township Board, 11/16/11, International Airport Zoning Board, 11/17/11, Roseau County Committee on Aging, 11/21/11; Public Health Committee, 11/21/11.

Commissioner Swanson reported on the following committee meeting(s): Health Fair Planning Committee, 11/14/11; Roseau Convention and Visitors Bureau, 11/14/11; House Capital Finance Committee, 11/14/11; Social Services Board, 11/15/11; Highway Committee, 11/15/11; Minnesota Local Government Innovation Forum, 11/15/11; Legislative Steering Committee, 11/16/11; Collaborative Governance council, 11/16/11; Statewide Radio Board, 11/17/11; Roseau School Board, 11/17/11; Roseau County Committee on Aging, 11/21/11; Congressman Collin Peterson, 11/21/11; Public Health Committee, 11/21/11.

Commissioner Walker reported on the following committee meeting(s): Social Services Board, 11/15/11; Highway Committee, 11/15/11.

Constituents Ken Chruszch, Brad Blawat and Neil Novacek met with the Board to discuss drainage concerns on the Ditch 95 system.

Upon motion carried, the Board adjourned the regular meeting at 12:45 p.m. The next regular meeting of the Board is scheduled for December 13, 2011 at 8:30 a.m.

Attest:

Date: _____

Jeff Pelowski, Interim County Coordinator
Roseau County, Minnesota

Mark Foldesi, Chair
Board of County Commissioners
Roseau County, Minnesota

ITEM # Consent 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Mike Klein ▼	Northstar ATV Club ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 North Star ATV Club GIA Reimbursement Request

***Background (Provide sufficient detail of the subject):**
 GIA grant payment approval for work in September and October 2011.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



**MINNESOTA TRAIL ASSISTANCE PROGRAM
REQUEST FOR REIMBURSEMENT**

Sponsor <i>ROSEAU COUNTY</i>	Trail/Area Name <i>BENNIS-HILL / BELTRAMI FOREST</i>	
Period covered by this statement:	FROM: <i>SEPT 2011</i>	TO: <i>OCT 2011</i>

EXPENDITURES

- A. Administration \$ 24⁰⁰
- B. Acquisition \$ _____
- C. Construction \$ _____
- D. Facilities \$ _____
- E. Map Printing \$ _____
- Sub-Total A through E \$ _____
- F. Maintenance \$ 1220³⁰
- G. Grooming \$ _____
- H. Liability Insurance \$ _____
- Sub-total F and H \$ 1220³⁰

CHECK LIST

1. Any Bids Required?
2. Original Signatures on All Copies?
3. Signed Work Sheets & Grooming Logs?
4. Invoices for Purchases & Services over \$100.00

State Cost 65% \$ 24⁰⁰
 State Cost 65% \$ 16²⁵

(10% limited on shared winter use trails)

State Cost 90% \$ 1098²⁷

Grand Total (State Cost) \$ 1114⁵³

Original Amount and Year of Grant \$ 12,000

Expenditures to Date (including this Request) \$ 3635.14

Balance Left in Account \$ 8364.86

DEVELOPMENT

(Accomplishments)

Number of miles constructed to date _____

Number of bridges _____

Number of parking areas _____

GROOMING

(Accomplishments)

Number of miles maintained (this reimbursement only) 88

Trail width _____

Miles traveled by grooming equipment _____

Order of *Deborah Grotzke* \$ *143.00*
 the order of *three hundred forty three & 48/100* DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 G/A 10-15-11
Michael A Klein

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751

75-452/912
 424861
 DATE 11-26-11
 No. 791

Order of *Randy Wenne* \$ *245.20*
 the order of *two hundred forty five & 20/100* DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 G/A 10-15-11
Michael A Klein

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751

75-452/912
 424861
 DATE 11-26-11
 No. 792

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751
 75-452/912 424861 No. 786
 DATE 11-26-11
 Pay to the order of *MIKE KLEIN* \$ *375.16*
three hundred seventy five & 16/100 DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 MICR G/A 10-15-11
Michael A Klein

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751
 75-452/912 424861 No. 787
 DATE 11-26-11
 Pay to the order of *Shane Jobman* \$ *181.00*
one hundred eighty one & 00/100 DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 MICR
Michael A Klein

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751
 75-452/912 424861 No. 788
 DATE 11-26-11
 Pay to the order of *Pat Jobman* \$ *136.00*
one hundred thirty six & 00/100 DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 MICR G/A 10-15-11
Michael A Klein

NORTH STAR ATV CLUB
 P.O. BOX 152
 ROSEAU, MN 56751
 75-452/912 424861 No. 790
 DATE 11-26-11
 Pay to the order of *Ryan Jobman* \$ *159.96*
one hundred fifty nine & 96/100 DOLLARS
 CITIZENS State Bank
 118 MAIN AVENUE SOUTH ROSEAU, MINNESOTA 56751
 103 HIGHWAY II SOUTH BADGER, MINNESOTA 56714
 MICR G/A 10-15-11
Michael A Klein

ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Mike Klein ▼	Northstar ATV Club ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 North Star ATV Club GIA Application

***Background (Provide sufficient detail of the subject):**
 Approval for FY 2012 GIA grant application

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



**OHV Trails Assistance Program
Maintenance Project Application**

7 B DEPARTMENT USE ONLY
FY 2012 Purchase Order Number #

Check Type of Off-highway Vehicle Funding Applied for:

All-Terrain Vehicle Trail Off-Highway Motorcycle Trail Off-Road Vehicle Trail

1. Off-highway Vehicle Trail information

1A. Club name: North Star ATV Club	1B. Date: 12/5/2011
1C. Trail or trail system name: Beltrami Island State Forest	1D. Miles of existing trail in GIA system: approx. 85

2. Trail administrator contact information and approval

2A. Trail administrator name: Mike Klein	2B. Trail administrator signature: 	
2C. Address (street, box number, city, state, zip code): PO Box 152, Roseau, MN 56751	2D. Preferred phone number (include area code): 218-463-4464	2E. Alternate phone number optional (include area code): 218-242-1223

3. Public point of trail contact information and approval. Information provided will be used for the trail maps and on the official MN DNR website.

3A. Public point of trail contact name: Mike Klein	3B. Public point of trail contact signature: 
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By signing above I approve the use of my name, address and phone information as the public point of contact on published materials produced by the State of Minnesota Department of Natural Resources relating to this trail or trail system. I certify that I am the public contact person for this trail system.

3C. Address (street, box number, city, state, zip code): PO Box 152, Roseau, MN 56751	3D. Preferred phone number (include area code): 218-463-4464	3E. Alternate phone number optional (include area code): 218-242-1223
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4. Trail fund request

4. Total grant request (from question 4F project cost breakdown and explanation worksheet): \$13,870.00	7A. DEPARTMENT USE ONLY 7A. Grant award (for DNR use only): \$0.00
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5. Sponsor approval

5A. Local unit of government sponsor/contact name: Roseau County	5B. Telephone number (include area code): 218-463-4248
5C. Address (street, box number, city, state, zip code): 6065th Ave SW, Roseau, MN 56751	

5D. Authorized signature of sponsor:	5E. Name and Title:	5F. Date of signature:
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6. DEPARTMENT USE ONLY [Certification by Department of Natural Resources]

6A. Recommended grant amount: \$0.00	6B. Explanation if different from request (or attach):	
6C. Authorized signature Area Supervisor:		6D. Date of signature:
6E. Authorized signature Regional Manager:		6F. Date of signature:

8. Required Attachments

- 8A. Project location map, including existing trail in gia system, existing trail not in system , and any trail facilities and/or bridges
- 8B. Sponsor Resolution
- 8C. Documentation of required permits and approvals and additional project supporting information (optional)



Project Cost Break Down and Explanation Worksheet

Trail or trail system name: _____ Date: _____

1. Project Description (Provide a detailed description of the project):
Maintain and monitor the trails within the western Beltrami Island State Forest

2. How project will be accomplished (Describe work needed.):
Miscellaneous trail maintenance

3. Project Cost Breakdown and Explanation

3A. ADMINISTRATION Explanation: office supplies, postage, computer and clerk time	TOTAL \$ 432
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3B. RELOCATION
Explanation:

Labor \$	Mileage \$	Equipment \$	Materials \$	TOTAL \$
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3C. CONSTRUCTION
Explanation:

Labor \$	Mileage \$	Equipment \$	Materials \$	TOTAL \$
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3D. FACILITIES
Description: Outdoor toilet at Winner Silo area

Labor \$ 1040	Mileage \$ 210	Equipment \$ 800	Materials \$ 2000	TOTAL \$ 4050
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3E. TRAIL SYSTEM MAP PRINTING Explanation: Create club sponsored map	TOTAL \$ 1500
---	------------------

Total cost (Sum 3A – 3E): \$ 5982	Total reimbursable amount of cost (Up to 65% of sum 3A – 3E): \$ 3888
--	--

3F. MAINTENANCE
Explanation: Routine trail clearing/brushing, hauling of fill, trail monitoring, etc

Labor \$ 5600	Mileage \$ 1900	Equipment \$ 2100	Materials \$	TOTAL \$ 9600
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3G. GROOMING
Explanation:

Labor \$	Mileage \$	Equipment \$	Materials \$	TOTAL \$
-------------	---------------	-----------------	-----------------	-------------

3H. LIABILITY INSURANCE (maximum state allowed \$1,500 per year) Explanation:	TOTAL \$ 1500
--	------------------

Total cost (Sum 3F – 3H): \$ 11100	Total reimbursable amount of cost (Up to 90% of sum 3F – 3H): \$ 9990
---	--

4. Grant Request

4A. Total cost of project (Sum 3A – 3E) + (Sum 3F – 3H) \$ 17082	4B. Total Grant Request (Up to 65% of Total cost sum 3A – 3E) + (Up to 90% of Total cost sum 3F – 3H) \$ 13870
---	---

4C. Balance remaining from previous grants: \$	4D. Grant request total state cost \$
---	--

ITEM # Consent 4
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Nelson, Gracia	*Department Emergency Management	*Board Meeting Date Dec 15 2011
--	--	---

***Subject Title (As it will appear on the agenda):**
 Approval of State Radio Board Grant 37724 (Motorola Motobridge project)

***Background (Provide sufficient detail of the subject):**
 Roseau County has been awarded \$84,829,00 for an interoperability pilot project with Canada. This grant includes Motorola Motobridge equipment and broadband fiber optic equipment for the broadband link between Roseau and Warroad.

***Financial Consideration:**
 None

***Legal Consideration:**

***Other Consideration:**
 Resolution to accept grant and signature acceptance on page 5.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Emergency Communication Networks, 445 Minnesota Street, Suite 137, St. Paul, MN 55101 ("State") and Roseau County, 606 5th Avenue Southwest, Roseau, MN 56751 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd. 2(4) the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from 2009 Homeland Security Grant Program, Award Number 2009-SS-T9-0001.
- 3 The State is in need of enhanced public safety interoperable communications that will be achieved by developing cross spectrum communication capability between the Grantee's conventional public safety communication systems and the Allied Radio Matrix for Emergency Response (ARMER) backbone.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** November 15, 2011, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** January 31, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

- 2.1 Implement a cross spectrum interoperability capability consistent with the Grantee's Limited Participation Plan approved by the Statewide Radio Board on June 23, 2011 (including conditions provided for at that meeting) by acquiring and installing the following public safety communication equipment described in the Grantee's request for funding which is attached and incorporated herein as Exhibit D:
 - Motorola Motobridge equipment
 - Broadband fiber optic equipment for the broadband link between Roseau, MN and Warroad, MN.
- 2.2 Any proposed changes in the equipment to be acquired under this agreement will be submitted to the State for approval prior to the implementation of the change.
- 2.3 The Grantee will comply with the following additional conditions:
 - Grantee's project plan will be approved by the Northwest Minnesota Regional Radio Board (NW RRB); the Grantee will routinely report the status of the project to NW RRB; and the Grantee will encourage and seek the participation of NW RRB and its members in the development of operational standards for the cross spectrum interoperability capability.
 - Grantee's project plan will be approved by the Roseau County Sheriff, who must agree to participate and support the development of operational standards for the cross spectrum interoperability capability.
 - Grantee's detail design and equipment configuration will be approved by the Minnesota Department of Transportation, Office of Electronic Communication prior to implementation.
- 2.4 As part of the implementation of this cross spectrum interoperability capability, the Grantee will include capacity and space for 2 additional radio control stations to provide interoperable communication capability between the Manitoba public safety communication system, the Grantee and the ARMER system and will seek

authority through the Federal Communications Commission to operate the 2 control stations.

- 2.5 Grantee will comply with the Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133. Federal Audit Requirements, Exhibit A, is attached and incorporated and made part of this grant contract.
- 2.6 Grantee will comply with the requirements of the Homeland Security Grant program funding contained in Federal Assurances, labeled Exhibit B, which is attached and incorporated in this grant contract.
- 2.7 Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form, labeled Exhibit C, which is attached and incorporated into this grant contract.
- 2.8 Administer the grant according to the following budget:

Budget Category	Budget Amount
Equipment	\$84,829.00

3 Time

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

4 Consideration and Payment

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

- (1) **Compensation.** The Grantee will be paid an amount not to exceed \$84,829.00 according to the breakdown of the costs contained in clause 2.6 of this grant contract.
- (2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (3) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0,000.00.
- (4) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$84,829.00.

4.2 Payment

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule.

Itemized invoices will be filed in arrears at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for service satisfactorily performed. The final invoice must be received no later than 30 days after the expiration of this grant agreement.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made in part from federal funds obtained by the State through CFDA number 97.067, Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53) and the Consolidated Security, Disaster Assistance and Continuing Appropriations Act of 2009 (Public law 110-329) supported under the DHS Appropriation Act of 2006 (P.L. 109-90). The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Joyce Simon, Division of Emergency Communication Networks, Grant Coordinator, Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, Minnesota 55101, phone (651-201-7555); e-mail: joyce.simon@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Gracia Nelson, Director, Roseau County Emergency Management, 606 5th Avenue Southwest, Roseau, Minnesota 56751, phone: 218-463-3375, email: gracia.nelson@state.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

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

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

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices

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

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

15 Data Disclosure

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract No. 37724 / 3-6712

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Nelson, Gracia	*Department Emergency Management	*Board Meeting Date Dec 15 2011		
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***Subject Title (As it will appear on the agenda):**
 Approval of Emergency Management Performance Grant (EMPG)

***Background (Provide sufficient detail of the subject):**
 Roseau County has been awarded \$16,092.00 for 2011.

***Financial Consideration:**
 None

***Legal Consideration:**

***Other Consideration:**
 Please sign the acceptance on page 2

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Homeland Security and Emergency Management

444 Cedar Street • Suite 223 • Saint Paul, Minnesota 55101-6223
Phone: 651.201.7400 • Fax: 651.296.0459 • TTY: 651.282.6555
<http://hsem.dps.mn.gov>

*RFP
Needed*

November 18, 2011

Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Ms. Gracia Nelson, Director of Emergency Management
Roseau County
606 SW 5th Avenue
Roseau, Minnesota 56751

Re: Grant # A-EMPG-2011-ROSEAUCO-00297

Dear Ms. Nelson:

I am pleased to announce that Roseau County has been awarded an Emergency Management Performance Grant (EMPG) in the amount of \$ 16,092.00.

Enclosed are three copies of the grant agreement. Please have the authorized official of your agency who has the legal authority to sign grant agreements sign each of the copies on page 2 and return them to:

Ann Kuzj, Grants Specialist
Homeland Security & Emergency Management
444 Cedar Street, Suite 223
St. Paul, Minnesota 55101-6223

If your grant award is \$100,000 or more, please sign and return the Certification Regarding Lobbying form that is enclosed.

Also enclosed is a description of grant reporting requirements, which includes the documentation required to support Financial Status Reports.

If you have questions, please contact me by phone at 651-201-7422, or by e-mail at ann.kuzj@state.mn.us. Thank you.

Sincerely,

Ann Kuzj
Grants Specialist

Enclosures





Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management 444 Cedar Street, Suite 223 St. Paul, MN 55101-6223	Grant Program: Emergency Management Performance Grant 2011 Grant Agreement No.: A-EMPG-2011-ROSEAUCO-00297
Grantee: Roseau County 606 SW 5th Avenue Roseau, Minnesota 56751	Grant Agreement Term: Effective Date: 1/1/2011 Expiration Date: 12/31/2011
Grantee's Authorized Representative: Gracia Nelson, Homeland Security & Emergency Management Director Roseau County 606 5th Ave SW Roseau, Minnesota 56751 (218) 463-3375	Grant Agreement Amount: Original Agreement \$ 16,092.00 Matching Requirement \$ 16,092.00
State's Authorized Representative: Ann Kuzj, Grant Manager Homeland Security and Emergency Management 444 Cedar Street, Suite 223 St. Paul, MN 55101-6223 Phone: (651) 201-7422 Ann.kuzj@state.mn.us	Federal Funding: CFDA 97.042 State Funding: Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 2011 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 444 Cedar Street, Suite 223, St. Paul, Minnesota 55101-6223. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2011 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2011-ROSEAUCO-00297/3000006558

Supplier Contract No.: 36954

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Emergency Management Performance Grant 2011

Organization: Roseau County

A-EMPG-2011-ROSEAUCO-00297

Budget Summary

EMPG:
A-EMPG-2011-ROSEAUCO-0
0297

Budget Category	Award	Match
Planning	\$16,092.00	\$16,092.00
Total	\$16,092.00	\$16,092.00
Allocation	\$16,092.00	\$16,092.00
Balance	\$0.00	\$0.00

ITEM # Consent 6
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Pelowski, Jeff ▼	*Department Coordinator ▼	*Board Meeting Date Dec ▼ 13 ▼ 2011 ▼
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***Subject Title (As it will appear on the agenda):**
 Publication Mandate

***Background (Provide sufficient detail of the subject):**
 The Board will review the proposed mandate requesting all counties to publish their second publication of their financial statements on their websites rather than in the official newspaper.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



Board of Commissioners

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

2011-12-01

WHEREAS, Minnesota Statutes 6.79 allows local governments to submit to the State Auditor proposed reforms to state mandates, and

WHEREAS, **mandate** proposals will be listed on the State Auditor's website, along with the name of the local government submitting the proposal and

WHEREAS, the Roseau County Board of Commissioners supports the concept of mandate reform and urges the Minnesota Legislature to give serious consideration to all proposals made by Cities, Townships and Counties.

NOW, THEREFORE, BE IT RESOLVED, the Roseau County Board of Commissioners hereby adopts the following mandate proposals and directs the County Auditor to submit this listing to the State Auditor:

Mandate Relief Requested	Statutory Citation	Comments
All counties to publish their second publication of their financial statements on their websites rather than in the official newspaper.	MN Statues 375.169	Roseau County will spend approximately \$1,350.00 to publish their 2011 second financial statement; the format prescribed by the State Auditor for the financial statement requires substantial column space.

I, Jeff Pelowski, Board Clerk in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on December 13, 2011.

(SEAL)

Jeff Pelowski
Roseau County Board Clerk

ITEM # Consent 7
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Pelowski, Jeff ▼	*Department Coordinator ▼	*Board Meeting Date Dec ▼ 13 ▼ 2011 ▼
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***Subject Title (As it will appear on the agenda):**
 Resolution Supporting Proposed Mandate Change for Truth in Taxation Hearings

***Background (Provide sufficient detail of the subject):**
 The Board will review the proposed resolution supporting the change to repeal the Truth-in-Taxation requirement for mailing parcel-specific notices; eliminate the required Truth-in-Taxation Hearing and published hearing notices.

***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 <input type="checkbox"/>
Phillipe						
Foldesi						Failed <input type="checkbox"/>
Falk						
Walker						Tabled <input type="checkbox"/>

ATTEST: Jeff Pelowski, Interim Coordinator



Board of Commissioners

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

2011-12-02

WHEREAS, Minnesota Statutes 6.79 allows local governments to submit to the State Auditor proposed reforms to state mandates, and

WHEREAS, **mandate** proposals will be listed on the State Auditor's website, along with the name of the local government submitting the proposal and

WHEREAS, the Roseau County Board of Commissioners supports the concept of mandate reform and urges the Minnesota Legislature to give serious consideration to all proposals made by Cities, Townships and Counties.

NOW, THEREFORE, BE IT RESOLVED, the Roseau County Board of Commissioners hereby adopts the following mandate proposals and directs the County Auditor to submit this listing to the State Auditor:

Mandate Relief Requested	Statutory Citation	Comments
Repeal the Truth in Taxation requirement for mailing parcel specific notices; eliminate the required Truth in Taxation hearing and published hearing notice.	MN Statues 275.065	Public hearing on both the proposed and final levy (meetings in September and December) provide opportunities for public input; the Board also holds multiple budget meetings during the annual budget process.

I, Jeff Pelowski, Board Clerk in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on December 13, 2011.

(SEAL)

Jeff Pelowski
Roseau County Board Clerk

ITEM # Auditor 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Monsrud, Martie ▼	*Department Auditor ▼	*Board Meeting Date		
		Dec ▼	13 ▼	2011 ▼

***Subject Title (As it will appear on the agenda):**
 Ditch levies

***Background (Provide sufficient detail of the subject):**
 The Board will approve the 2012 ditch levies.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Auditor 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Monsrud, Martie ▼	*Department Auditor ▼	*Board Meeting Date Dec ▼ 13 ▼ 2011 ▼
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***Subject Title (As it will appear on the agenda):**
Request for Bids for Publishing/Roseau County Official Newspaper

***Background (Provide sufficient detail of the subject):**
The Board will approve a call for bids for the Roseau County 2012 Official Newspaper.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Cty Attorney 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Foss, Karen	*Department Attorney	*Board Meeting Date Dec 13 2011
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***Subject Title (As it will appear on the agenda):**
 Joint Powers Agreement with Dept of Public Safety and BCA

***Background (Provide sufficient detail of the subject):**
 The Joint Powers Agreement between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension and Roseau County is expiring and needs to be renewed. Agreement is for a five year term.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF ROSEAU ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

2011-12-01

WHEREAS, the County of Roseau on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the county with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED by the County Board of Roseau, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Roseau on behalf of its County Attorney and Sheriff are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Sheriff, Steve Gust or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Jan Klatt, Civil Process Supervisor, is appointed as the Authorized Representative's designee.

3. That the County Attorney, Karen Foss, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Diane Roseen, Administrative Assistant, is appointed as the Authorized Representative's designee.

4. That Mark Foldesi, the Board Chair of the County of Roseau and Jeff Pelowski, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

I, Jeff Pelowski, Board Clerk in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on December 13, 2011.

(SEAL)

Jeff Pelowski
Roseau County Interim Coordinator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Roseau on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Karen Foss, County Attorney, 606 5th Ave SW, Room 10, Roseau, MN 56751, 218-463-4100, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract number _____

2. AGENCY

Name: Karen M. Foss
(PRINTED)

Signed: Karen M. Foss

Title: County Attorney
(with delegated authority)

Date: 12/6/11

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

By: _____

Date: _____

ITEM # Cty Attorney 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Foss, Karen	*Department Attorney	*Board Meeting Date Dec 13 2011		
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***Subject Title (As it will appear on the agenda):**
 Joint Powers Agreement

***Background (Provide sufficient detail of the subject):**
 MCAPS provides professional services for the county attorney's office for the software program and case management. This contract needs to be ratified by the County Board. It has already been approved by the MN Counties Computer Cooperative and is an 8 year contract. Request board action to ratify the contract.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



Minnesota Counties Computer Cooperative

100 Empire Drive Suite 201
Saint Paul, MN 55103-1845

(651) 917-6969
Fax: (651) 917 6989
www.mnccc.org

RATIFICATION STATEMENT

The Board of _____ has ratified the **MCAPS 4 SUPPORT SERVICES AGREEMENT** between Docutech and the Minnesota Counties Computer Cooperative.

The Agreement will be effective January 1, 2012 and continue for eight (8) years, expiring on December 31, 2019.

Signed:

Board Chair

Date:

Attest:

Title:

Date:

MCAPS 4 SUPPORT SERVICES AGREEMENT

Minnesota Counties Computer Cooperative/MCAPS Contract for Professional Services

This Agreement is made as of the 31st day of October, 2011 by and between Minnesota Counties Computer Cooperative, a Minnesota joint powers organization whose principal place of business is 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103-1885, and its members (collectively "MCCC") and Docutech Consulting Incorporated, a Minnesota corporation, whose principal place of business is 1866 West Shryer Avenue, Roseville, Minnesota 55113, ("DOCUTECH").

WHEREAS, DOCUTECH has agreed to provide certain professional services hereunder for MCCC's proprietary computer software programs and related assets currently known and marketed as MCAPS 4 and any future versions (the "Software"); and

WHEREAS, MCCC wishes to avail itself of the skills and services of DOCUTECH, and DOCUTECH has agreed to provide such services on an exclusive, centralized-billing basis through MCCC to Minnesota prosecuting, civil, municipal and/or certain other governmental attorneys or their governmental subdivisions who have acquired Software licenses as members of the MCAPS User Group or other MCCC authorized Software licensees (each a "User" and collectively the "Users").

NOW THEREFORE, MCCC and DOCUTECH, in consideration of the mutual promises contained herein, agree as follows:

1. **Independent Contractor Status:** MCCC and DOCUTECH understand, intend and agree that the relation of DOCUTECH be that of an independent Contractor, and that no employer/employee relationship be created. DOCUTECH shall serve as an independent Contractor to MCCC in the performance of the referenced responsibilities, and shall be solely liable for all wages, fringe benefits, taxes, social security or other withholding, unemployment, worker's compensation or any other employment related charges for personnel provided by DOCUTECH hereunder.

2. **Requirement of Work-Orders:** With the exception of provision of pre-priced, flat fee support and maintenance services as designated in Section 8 hereof, DOCUTECH shall provide all professional services hereunder as specified and pre-authorized by MCCC in a written "Work Order" in substantially the form of Exhibit A.

3. **Performance of Services:** DOCUTECH shall be accountable for performance hereunder to the Executive Director of MCCC, the MCCC Board Chair, MCCC's County Attorney User Group and such other persons as may be designated. DOCUTECH shall control the manner and means of performance of the work and the details of the services, in accordance with generally accepted government and industry standards and practices (including programming techniques) and in conformance with the terms of this Agreement. The services that DOCUTECH will perform will be done by qualified W-2 employees of DOCUTECH, properly supervised, and will meet or exceed the specification(s) agreed to by the parties. DOCUTECH may also use qualified, properly supervised Contractors ("Contractors"), provided that each Contractor has been disclosed to and pre-approved by MCCC, and that each employee and Contractor has signed appropriate MCCC intellectual property assignments of all work product and other rights to be created hereunder and to be solely owned by MCCC. DOCUTECH, and all employees and/or contractors operating under DOCUTECH's direction and control creating work product must also sign a non-disclosure agreement in a form acceptable to MCCC prior to provision of services hereunder, as well as an agreement to honor all provisions of this Agreement as if an original party hereto. All programming languages and CASE tools to be used by DOCUTECH in the performance of duties under this Agreement shall be subject to MCCC's prior written authorization, if used to provide service under Section 8, and shall be specified within the authorizing Work Order and pre-agreed to by the parties for all other programming services.

4. **Software Enhancements and Additional Software Development:** Except for the pre-priced, flat fee support and maintenance services to be provided under Section 8, MCCC shall compensate DOCUTECH following receipt of DOCUTECH's invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MCCC and according to the specifications set forth in a Work Order and/or specified herein. Charges shall be reimbursed to DOCUTECH at one hundred fifty dollars (\$150.00) per hour, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any proposed travel or other reimbursable expenses will be at actual reasonable costs, as pre-approved in a Work Order. MCCC and DOCUTECH may agree in a Work Order to a fixed price for providing a service or delivery of a product. Further, MCCC and DOCUTECH may agree to different hourly rates for a specific engagement, if so stated in the authorizing Work Order. MCCC shall not be liable for any charges that were not pre-authorized in writing by a Work Order. MCCC shall reimburse DOCUTECH within thirty (30) days upon receipt of properly documented charges and expenses for work that has been completed and accepted in accordance with the applicable Work Order. For any work which MCCC disputes as not being authorized by the Work Order or incomplete under the standards and conditions as set forth in either this Agreement or in the Work Order, MCCC shall be liable to pay only the amounts pertaining to the work accepted by MCCC. DOCUTECH shall continue to perform services expeditiously, and in a good-faith effort to ensure the remaining portions of the engagement are completed, until such disputes are resolved and the services and work product tested and accepted by MCCC. DOCUTECH agrees to keep and maintain accurate and complete time records for all work hereunder for at least one year following the provision of such services, and to provide such records to MCCC at no charge upon request.

4.1 Further, DOCUTECH shall at all times during the term of this Agreement, maintain, deliver and provide to MCCC or its designated representatives such Software source code, object code, documentation and other deliverables or information, either

downloaded to a dedicated, secure file server owned and controlled by MCCC or transferred onto portable data storage devices and delivered to the MCCC office, sufficient for MCCC or its designees to use, maintain, change, enhance, support or create derivative works of the products, routines, and related Software materials or upon which DOCUTECH has performed services, including, but not limited to, identification of all Licensed Tools, other future development tools, necessary third party software and hardware, all passwords, codes and access techniques, copies of test data and data bases, source and object code and the contents of any DOCUTECH developed routines, subroutines, or included work product developed hereunder. DOCUTECH will also provide MCCC with copies of all Software source codes on a CD by the first working day of each month during the term of this Agreement, as well as by the 15th day of each month during 2012, and also simultaneously upon the release of any new operating software version.

4.2 No new Software development will occur either for new enhancements or to fix existing problems with the Software (other than for potential errors, defects or other problems reported and addressed as provided in Section 8) without a written Work Order signed by MCCC's Executive Director.

4.3 With each new release, upgrade or enhancement of the Software, DOCUTECH will also update both the source code documentation and the User documentation. Docutech will clearly communicate to all current Users what has been done and where to find the user documentation materials.

5. **Non-Disclosure of Software Source Code:** During the course of this engagement, MCCC will be allowing DOCUTECH to maintain and improve MCCC's Software source code and other

materials, computer programs, techniques, concepts and procedures which are believed to have substantial monetary value, and which are considered trade secret, proprietary and confidential. MCCC will retain sole ownership and all other proprietary rights to all of its Software and related, computer programs, deliverables, materials, information, techniques, concepts and procedures. DOCUTECH agrees not to reveal any such material or information to any third party, other than DOCUTECH employees or Contractors, or such other recipients so directed by MCCC, and only within the scope of performance hereunder, and to take all reasonable measures to protect the secrecy and value of such information, in addition to the restrictions agreed to in the Software Purchase Agreement, and that the provisions of this Section 5 will survive expiration or termination of this Agreement.

5.1 With the prior written consent of MCCC, DOCUTECH will maintain, at its sole expense, a copy of the Software source code with a qualified third-party escrow agent or similar back-up service (such as www.Carbonite.com), sufficient to enable MCCC to gain immediate access to such code on any DOCUTECH cessation of business; failure to deliver source code as provided above, or any other breach or default of this Agreement.

6. **Ownership of Software Enhancements and Development:** DOCUTECH warrants and represents that it has or will acquire all necessary rights to assign all ownership rights in any programming or other services to be provided for MCCC's Software, or for any other intellectual property to be created or improved hereunder. All such works shall be original, copyrightable and are free from any patent, copyright, trade secret or other intellectual property infringement claims. DOCUTECH, prior to engaging any employee or authorized Contractor to perform any services under this Agreement, will first obtain from any such employee or Contractor, and in addition to the agreements to be obtained under Section 3 above, a written irrevocable assignment of all copyright, patent, trade secret, and other intellectual property rights in and to any deliverables or other work product(s) which the employee or Contractor may create, improve,

use, employ, or provide, directly or indirectly, to MCCC. DOCUTECH hereby irrevocably assigns all patent, copyright, trade secret and all other proprietary or ownership rights of any kind in all such works to MCCC, effective immediately upon creation thereof, and will obtain agreements sufficient to transfer full ownership to MCCC for such works created by all employees or Contractors providing services hereunder. Additionally, DOCUTECH agrees not to use, transfer, or otherwise make available for its own use, or the use of any third party, any of the Software techniques, concepts, procedures, programs, or routines without the express written consent of MCCC, and that DOCUTECH has no rights to create or disclose any derivatives, abridgements, adaptations or other creations based on or utilizing such intellectual property, or that are substantially similar to the Software deliverables and products created hereunder. DOCUTECH agrees to abide by all commercially reasonable MCCC non-disclosure policies and to execute and abide by any MCCC non-disclosure, non-use, and confidentiality agreement(s) if so requested by MCCC, with any such agreement(s) incorporated by reference herein and including those agreements to be obtained under Section 3 above. DOCUTECH further acknowledges and agrees that the provisions of this paragraph will survive any expiration or termination of this Agreement. MCCC also agrees to protect the confidentiality of the Software from disclosure to or use by unauthorized third parties. DOCUTECH hereby gives up and surrenders any and all prior license(s) granted to it, or its predecessors in interest, for use of MCAPS4, and/or prior versions, as previously granted to it by MCCC.

6.1 Notwithstanding the foregoing, DOCUTECH retains its ownership and use rights to its solely owned development/programming tools or other proprietary software development products it utilizes to create or support Software developed and to be conveyed to MCCC hereunder (collectively the "Licensed Tools"). Such retained rights shall in no way prevent or limit MCCC in any manner from exercising full and unrestricted ownership, commercialization or other rights over the Software or any other DOCUTECH-developed software products, or from selling, transferring, licensing or otherwise using the Software. DOCUTECH grants an irrevocable, perpetual, worldwide,

paid up, royalty-free, transferable and unrestricted license to use any Licensed Tools, including, but not limited to, any run time programs or other elements incorporated into the Software utilizing its propriety or third party development software provided hereunder, other than for those certain specified rights to use Licensed Tools and elements previously obtained from third party vendors, the scope of which are as specified in the parties' October 26, 2004 Software Purchase Agreement, which is incorporated by reference for the purposes of this Section 6.1.

The provisions of this Section will survive expiration or termination of this Agreement.

7. **Copies of the Software and Source Code:** Additionally, and during the term of this Agreement, DOCUTECH agrees to reproduce and deliver copies of Software upon MCCC's request to Users or other designated third parties, at actual direct reproduction costs plus \$25 for reimbursement of shipping, administration and other associated costs. Upon MCCC's request and direction via a Work Order, DOCUTECH further agrees as directed to prepare and deliver custom versions of Software, with all charges for such versions billed to and collected by MCCC.

8. **Support Services:** DOCUTECH will provide solely to Users the pre-priced, flat fee software support services identified in this Section 8 for the calendar years 2012 through 2019. DOCUTECH agrees further that, during the term of this Agreement, it will not directly or indirectly provide support, maintenance, training, or enhancements to the Software for any third parties other than Users, except as otherwise authorized or directed by MCCC Executive Director, and/or the MCAPS User Group Executive Committee.

Support services will be available via phone, voice mail, and on the mcaps4.com web site to be operated and maintained for MCCC by DOCUTECH at all times during the term of this Agreement and as part of the included support services. The mcaps4.com web site will allow Users continued access to certain

information, including, but not limited to information notes on current Software releases, technical specifications, information bulletins, and downloadable Software updates. Furthermore, DOCUTECH warrants and agrees that the mcaps4.com web site will be fully operational and accessible by Users, on average, 99.75 percent of the time, both during and outside of normal business hours, and that any scheduled maintenance activities which may cause a disruption as to the access to or use of the web site will be announced by DOCUTECH to all Users, at least forty-eight (48) hours in advance, by broadcast email, and will be scheduled between the hours of 10:00 pm and 6:00 am or at such other times calculated to minimize disruption to access and use of the Software.

Standard included support hours will be during normal non- holiday weekday business hours, 8:00 am to 5:00 pm (CST/CDT), with non-standard business hour Software support available as pre-approved by MCCC, and with reasonable prior notice at an additional hourly charge based on 1.5 times the then-current standard hourly billing rates for DOCUTECH's Work Order services.

8.1 Software support will include all customary information technology industry Software support and maintenance services, such as telephone help desk support, identification and resolution of Software errors, development of additional Software programming or project estimates, attendance at quarterly Software user group meetings and up to four MCCC County Attorney Executive Committee meetings per year, development of future Software documentation, testing and distribution of integrated Work Order-authorized Software enhancements and error corrections, mcaps.com 4 web site development, operation and maintenance, Software marketing demos, and general troubleshooting. Additional services include:

8.1.1 Occasional on-site visits to User's offices for general training and dissemination of MCAPS information. The date and time of such visits will be at DOCUTECH's discretion.

8.1.2 Annual calls to all User offices to update changes and enhancements to MCAPS and to answer any User questions.

8.1.3 Regional training meetings around the state. Such meetings will be set up and organized by the MCCC at a date and time reasonably acceptable to DOCUTECH.

8.1.4 An annual MCAPS User conference as part of the MCCC Annual User Conference.

8.1.5 DOCUTECH will make a reasonable effort to attend and assist any sales presentations arranged by MCCC or the MCAPS User Group. DOCUTECH will not make any independent sales presentations of the Software without the written permission of the MCAPS User Group, or MCCC's Executive Director.

8.1.6 Support MCAPS3 through December, 2014, as determined by the MCAPS User Group.

8.2 DOCUTECH will use its best efforts to provide support in a reasonable time period given available staff resources, upon receipt of notification from MCCC or a User by any reasonable and available means, and will prioritize and respond to support requests as follows:

8.2.1 With respect to a total system failure, which occurs, for example, when the Software or Program is not functioning and there is no workaround; the central server is down; the workflow of a particular User is not functioning; a User is unable to access the Program; or the Software is otherwise inoperable, DOCUTECH will begin to diagnose the problem and implement repair measures to resolve the system failure within thirty (30) minutes of providing notification to DOCUTECH, whether or not such system failure occurs during or outside of DOCUTECH's standard business hours;

8.2.2 With respect to a critical failure, such as when a critical element in the Software is not functioning with no suitable workaround that does not otherwise prohibit continuation of basic operations, but results in substantial interference or impairment with normal Software operations, DOCUTECH shall initiate all necessary operability and error-correction responses within the same business day but in no case less than two business (2) hours of receiving notification;

8.2.3 With respect to a non-critical failure, which occurs when a Software component is not functioning but the Software remains otherwise usable for its intended purposes, DOCUTECH shall respond and commence corrective measures within eight (8) business hours of receiving notification;

8.2.4 With respect to an inconvenience, which is when the Software causes a minor disruption in the way tasks are performed or the inadequate performance of one particular feature of the Software that does not impair the User from otherwise accessing and operating the Software, DOCUTECH shall resolve within sixteen (16) business hours of receiving notification;

8.2.5 With respect to an enhancement request, DOCUTECH and the MCCC, as part of the Work Order, may agree on a date by which the enhancement shall be installed, beta-tested, and fully operational, according to the terms and conditions of the Work Order. DOCUTECH and MCCC may, by mutual agreement, extend or otherwise modify the agreed-upon delivery date for the completed enhancement request. For enhancement requests which are not installed and fully operational by the agreed-upon delivery date, DOCUTECH shall be subject to a monetary penalty as set forth in such Work Order, as well as any early delivery bonus established in such Work Order, if the work has been completed, installed and fully operational prior to the designated deadline.

8.2.6 Prepaid Software support services may include general troubleshooting and advice on Software and related products, testing of Software and related products, performance testing on new versions of operating and network software, documentation and support, and incidental, general ancillary support of any User's client hardware or other software systems, but excludes any User's requested on-site time made via Work Order, and which will be billable to and payable solely by such User. All program errors or other User requests will be reported within one (1) business day of initial receipt by DOCUTECH by posting such programming error or other User requests on the MCAPS website and providing email notification of such postings to the MCCC Executive Director. Final integration decisions and timetables for all Software enhancements, upgraded versions or, other modifications, including error corrections developed

in the course of providing services under this Section 8, will be determined by the MCCC County Attorney Executive Committee.

8.3 MCCC will pay DOCUTECH annual support and maintenance fees on a per attorney, per User Group Member basis. DOCUTECH will provide the MCCC with a list of offices and attorneys per offices to assist the MCCC with the billing of the offices.

8.3.1 The standard 2012-2014 \$1,075 per attorney base rate for support and maintenance for all MCAPS User Group Members shall be discounted to \$882.23, with additional contingent payments available to DOCUTECH thereafter as provided in Section 8.3.5 below, as of and after the date that the mcaps4 software has been selected, tested and approved by the parties for Phase One rollout. From and after such rollout, and through calendar year 2014, the per-attorney base rate shall be assessed as stated below. For years after 2014, the per-attorney base rate may be increased by up to four percent (4%) at DOCUTECH'S discretion. The following is the schedule of the maximum per-attorney/per year rate by year, assuming the full 4% increase. There is no adjustment to the \$100 per attorney "pay as you go" amount.

<i>TimePeriod</i>	<i>Per Attorney Maximum Base</i>	<i>Pay as Go</i>	<i>Total FEE</i>
Prior to rollout	\$ 882.23	\$100.00	\$ 982.23*
Rollout through 2013	\$1075.00	\$100.00	\$1175.00
2014	\$1075.00	\$100.00	\$1175.00
2015	\$1118.00	\$100.00	\$1218.00
2016	\$1162.72	\$100.00	\$1262.72
2017	\$1209.22	\$100.00	\$1309.22
2018	\$1257.58	\$100.00	\$1357.58
2019	\$1307.88	\$100.00	\$1407.88

*plus any additional per attorney fees due under Section 8.3.5 below following

Phase One rollout of mcaps4.

8.3.2 MNCIS integration, E-charging integration, data conversion from mcaps3 to mcaps4, Beta testing of mcaps4, roll out of mcaps4 (including training) are all included support services under this Agreement as defined in corresponding addendums to this Agreement. Docutech will be paid \$100.00 per attorney per year during the term of this Agreement as noted above and for compensation for these included support services, contingent on and following provision of these services.

8.3.3 DOCUTECH shall contribute 15% of the total per attorney base fee (as provided in Section 8.3.1) for each user over 350. Said funds shall be retained by MCCC from the User fees collected by MCCC prior to payment to Docutech. MCCC will then deposit the same into the MCCC MCAPS 4 enhancement fund.

8.3.4 Payments for annual support and maintenance will be prorated and made by MCCC to DOCUTECH in two semi-annual payments due January 15th of and July 15th of each calendar year during the term of this Agreement. Semi-annual payments by MCCC are intended to and will be equitably prorated and adjusted to reflect changes in the number of Users on the per-attorney basis.

8.3.5 As there have been delays in the development and roll out of mcaps4, the parties hereby agree to stagger and restructure the imposition of initial per-attorney support and maintenance fees in the manner set forth herein. In the event that MCCC has received the commercial final version of mcaps4 and approved it for its Phase One User rollout, DOCUTECH shall be entitled to receive an additional per-attorney fee of \$32.12 for each full month remaining in

2012 following commencement of such rollout. Such additional per-attorney monthly fees shall be calculated for the remaining portion of 2012, and paid within 30 days of the close of the first full calendar month of the mcaps4 Phase One rollout. If the mcaps4 Phase One rollout is not completed by the December 31, 2012 milestone date identified on Exhibit B and such delays are principally due to the acts or omissions of DOCUTECH, then the 2013 payments will also be calculated using a discounted per-attorney base rate of \$882.23, and additional contingent payments from and after the actual Phase One 2013 rollout date, and calculated in the same manner as set forth in the preceding sentence. Otherwise, the payment schedule in section 8.3.1 above becomes fully effective on January 1, 2013.

8.4 Except for charges due and payable by any User for requested on-site work provided under Section 8.26, MCCC will be responsible for all billings of MCAPS Users for services provided under this Agreement.

8.5 DOCUTECH will ensure that the current version of the Software contains instructions enabling users to access the support services provided by DOCUTECH under this Agreement.

8.6 DOCUTECH shall hire and maintain a second qualified full time programmer so that there are always two qualified full time programmers on staff for the duration of this Agreement. DOCUTECH shall hire a full time trainer for the calendar year 2012 to assist with the role out of MCAPS 4. Though it is hoped that DOCUTECH will maintain this position post 2012, there is no requirement under this Agreement to do so. DOCUTECH will maintain a full time customer service/office manager position for the duration of this Agreement.

8.7 Each party hereto agrees that the staffing contingency in section 8.6 is an integral part of this Agreement. When a staffing vacancy occurs DOCUTECH shall have 90 days to fill the same. If DOCUTECH fails to fill a staffing vacancy with competent staff within such time period, MCCC may elect to prospectively assess DOCUTECH a daily financial penalty equal to the daily salary of the person who left from the date of departure, or notice of departure, whichever is earlier, until the first day the new employee is actually on the job. If a vacancy remains open for more than 180 days, MCCC may declare DOCUTECH to be in material breach and terminate this Agreement in accordance with Section 11.

9. **Warranties:** DOCUTECH agrees that all Software enhancements, deliverables, or other Software modifications created or revised under this Agreement will be provided in a professional and lawful manner, and will perform substantially in accordance with the specifications and applicable general description defined in each approved Work Order; will not infringe upon or violate the intellectual property law rights or any third party; and will be free of any viruses, traps, Trojan horses, time bombs or other disabling code or feature. Except for acts or omissions involving the gross negligence or misconduct of DOCUTECH, the extent of DOCUTECH's liability under this warranty shall be limited to the replacement, as soon as practicable and at DOCUTECH's sole expense, of any defective item(s) in the Software which MCCC determines to be necessary, provided written notice of such defect is given to DOCUTECH promptly following discovery thereof. This warranty shall not apply if any Software effect is caused by: (i) MCCC's unauthorized alteration, modification or conversion of Software; (ii) malfunction of MCCC's equipment; or (iii) any other cause within the reasonable control of MCCC. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and shall survive expiration or termination of this Agreement.

10. **Governing Laws:** This Agreement and any and all exhibits attached and/or incorporated by reference herein, shall be governed by the internal laws of the State of Minnesota without regard to applicable conflicts of law principles, and is the entire agreement between the parties regarding the subject matter hereto, superseding all such prior oral or written agreements. Any alleged waiver or modification of any part of this Agreement shall not be a waiver or modification of the Software Purchase Agreement or this Agreement, or any other portion thereof, and any such waiver or modification must be affected as provided in Section 25 herein. Any notices required in this Agreement will be effective when in writing and received by the parties. Other than actions to protect against unauthorized disclosure or other use of the Software or other MCCC trade secrets, which may be brought in any court of competent jurisdiction, all proceedings relating to this Agreement shall be venued in state or federal courts located in Ramsey County, the State of Minnesota, and DOCUTECH irrevocably consents to the exclusive jurisdiction and venue of such courts. The provisions of this Section will survive expiration or termination of this Agreement.

11. **Termination Due to Material Breach:** This Agreement may be terminated by MCCC upon written notice to DOCUTECH at any given time for material breach of this Agreement, by giving at least thirty (30) days prior written notice of such breach, together with specification of any required curative action(s) that must be completed by DOCUTECH within such period for curable material breaches, in order to avoid termination as designated. Except as designated in the breach and cure notice, or as reasonably undertaken by DOCUTECH in order to attempt to cure breaches there under, upon receipt of MCCC's termination notice and during such 30 day cure period, DOCUTECH will not commence work on any pending project(s), other than to provide pre-termination support obligations under Section 8, or such other services as are required or desired and agreed upon by MCCC. All such services provided during the pendency of any cure period will be provided by DOCUTECH on a cost-effective basis and in a manner designed to minimize expenses and damages attributable to any potential transition period and termination of this Agreement. In the event that DOCUTECH is unwilling or unable to cure breach(es) noticed as

provided herein, MCCC may itself or through the actions of third parties attempt to cure said breaches. Any such remedial actions undertaken by MCCC to cure material breaches shall be at DOCUTECH's sole liability and expense.

12. Copies of Software and Documentation: Prior to expiration of this Agreement for whatever reason, or otherwise at MCCC's request at any time as identified in the preceding Section, DOCUTECH shall within five (5) working days of expiration or MCCC's request, provided to MCCC or its designated representative, all Software materials, computer programs, routines, documentation, equipment, third party software and other items that are owned by and/or have been provided by MCCC, together with any Software code, documentation, deliverables and other materials that have not been already been provided by DOCUTECH herein. Upon expiration or termination of this Agreement for any reason, DOCUTECH agrees to return all copies of Software and other MCCC materials, data, computer programs and documentation contained within DOCUTECH's computers or files that were acquired by MCCC hereunder or under the Software Purchase Agreement, provided by MCCC or generated as a result of providing services under this Agreement. At its sole option, MCCC may instruct DOCUTECH to destroy any such materials. DOCUTECH shall provide adequate assurances to MCCC that all of its tangible and intellectual property has been returned or destroyed according to the direction provided by MCCC. The provisions of this Section will survive expiration or termination of this Agreement.

13. Indemnification: That to the fullest extent permitted by law, DOCUTECH agrees to indemnify MCCC, its Users, members, officers, employees, agents, and others acting on their behalf, to hold them harmless, and to defend and protect them, from and against any and all losses, damage, liability, cost and expense of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any action, claims, suits, proceeding, or damages resulting from or caused by any act or omission of DOCUTECH, its officers, employees, or agents regarding the software and other intellectual property

created or modified hereunder and any other performance of the provisions of this Agreement. The provisions of this Section will survive expiration or termination of this Agreement.

14. **Prohibition of Assignment by DOCUTECH:** Except for assignment of specific tasks or programming/service assignments to his qualified and properly supervised W -2 employees or Contractors, who have been pre-approved in writing by MCCC, and who have each executed the agreements required under this Agreement, including those identified in Section 3 and Section 6 above, and such other written agreements required under this Agreement or requested by MCCC prior to initial commencement of performance of any services, DOCUTECH will not assign or transfer any of its rights or obligations hereunder without the prior written approval of MCCC.

15. **"Work Orders":** Written "Work Orders" shall be used to authorize services to be performed under this Agreement, other than designated prepaid support services identified in Section 8. The Work Order shall contain at a minimum the following: (i) a maximum cost to MCCC for the specified work (MCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so authorized in writing and if there are incremental payments, they must be specified and related to the accomplishment of specified tasks); (ii) specifications as to what services are to be performed; (iii) a description of the work, Software code, documentation and other relevant deliverables or products to be delivered; (iv) the due date for completion of the services to be provided; (v) a schedule of status reports, if any, of the services being performed and the progress made; (vi) the criteria, process and means that the work products are to be accepted as complete and satisfactory; (vii) an identification of payment terms and applicable milestones, as well as the penalties or reduction in payments, if any, that would occur for DOCUTECH's failure to deliver the specified product or products within the specified time frames; (viii) and a means for both parties to sign, indicating their agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the

parties. All Work Orders must be approved in writing by MCCC prior to initiation of any work by DOCUTECH. A sample Work Order is attached to this Agreement as Exhibit A.

16. **Non-Discrimination in Hiring:** DOCUTECH agrees that the hiring of all labor for the purposes of any work under this Agreement will not by reason of race, creed, color, sex, national origin or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. DOCUTECH agrees to comply with all federal, state, and local non-discrimination laws and ordinances.

17. **Books, Records, and Documents:** DOCUTECH, upon receiving a subpoena, request under the Minnesota Government Data Practices Act, or other written request from the State Auditor, any agency providing grant funding for any Software work, or any other person or entity, shall immediately notify the MCCC Executive Director. DOCUTECH agrees to cooperate and work with MCCC, under MCCC's direction, as may be required by MCCC in order to protect the proprietary interests, work product, and other interest and rights of MCCC. Additionally, DOCUTECH agrees to maintain a copy of this Agreement, addendum, all Work Orders, together with the books, documents, records, and accounting procedures and practices of DOCUTECH relating to this Agreement, for a period of up to three (3) years after the last delivery of services provided under this Agreement. The provisions of this Section will survive expiration or termination of this Agreement.

18. **Government Data Practices Act:** DOCUTECH has agreed to provide all services in a lawful and professional manner, and to abide by applicable federal, State of Minnesota and local statutes, rules and regulations in the performance of services hereunder, including, but not limited to compliance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. All data collected, created, received, maintained or disseminated for any purpose in the course of DOCUTECH's performance under this Agreement is governed by the Minnesota Government Data Practices Act,

Minnesota Statutes Chapter 13, or any other applicable state statutes, any rules adopted to implement the Act, as well as federal regulations on data privacy. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

19. **Risk of Loss:** Until such time as MCCC has finally accepted each service or other deliverables to be provided under the terms of this Agreement together with the tangible and intellectual property that MCCC shall furnish to DOCUTECH, including all deliverables, DOCUTECH shall bear the entire risk of loss of or damage to all work in progress and Software materials possessed by DOCUTECH. DOCUTECH shall be responsible for all Software materials; tangible and intellectual property owned by MCCC until returned by DOCUTECH to MCCC and is responsible for any risk or loss thereto. For so long as such risk or loss and damage is upon DOCUTECH, DOCUTECH will maintain in effect, at its own expense, all risk property and fire and extended coverage insurance (including without limitation magnetic media and valuable papers coverage solely for the MCCC property entrusted to DOCUTECH) in the amount of at least Fifty Thousand Dollars (\$50,000.00). Such insurance policy shall be maintained to pay MCCC for prompt replacement, reconstruction, and restoration of all work in progress, related documentation, and MCCC owned materials, software, hardware, and magnetic media to the same condition as if no such loss or damage had occurred. DOCUTECH is also required to maintain secured, confidential, and current off-site backup copies of the Software code, routines, data and all other materials that are maintained on computers located at DOCUTECH's offices related to this Agreement. DOCUTECH and MCCC shall mutually agree upon a reasonable disaster recovery and backup storage, archive, and duplication system for all Software, source codes, routines, data, and all other materials and business records.

20. **Liability Insurance:** Throughout the term of this Agreement, DOCUTECH will maintain in effect one or more policies of liability insurance providing not less than One Million, five-hundred thousand Dollars (\$1,500,000.00) coverage per occurrence, annual aggregation, for

property damage, bodily injury and other damage resulting from any occurrence.

21. **Vehicle Insurance:** Throughout the term of this Agreement, DOCUTECH will maintain in effect one or more policies of liability insurance covering all vehicles used in the course of its performance hereunder and provide liability coverage of not less than One Million, five-hundred thousand Dollars (\$1,500,000.00) per accident for property damage, One Million, five-hundred thousand Dollars (\$1,500,000.00) per accident for bodily injury to anyone person, and One Million, five-hundred thousand Dollars (\$1,500,000.00) per accident for total injuries and property damage resulting from a single accident.

22. **Workers Insurance:** Throughout the term of this Agreement, DOCUTECH will maintain in effect such applicable workers compensation insurance as is required by Minnesota law.

23. **Errors and Omissions Insurance:** Throughout the term of this Agreement, DOCUTECH will maintain in effect one or more professional/technical errors and omissions, and/or miscellaneous liability insurance policies for software maintenance, support, development, and related services of not less than One Million, five-hundred thousand Dollars (\$1,500,000.00) per claim. This insurance will provide coverage for all claims DOCUTECH will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to DOCUTECH's professional services provided under this Agreement.

24. **Additional Insurance Terms:** All insurance required herein shall include defense and defense cost coverage in addition to specified liability coverage, and shall be with carriers reasonably acceptable to MCCC with an A.M. Best's rating of at least A:VII. All insurance policies shall name MCCC as an additional insured with respect to any claim arising from DOCUTECH's services under this Agreement, and shall require the insurer to provide at least ten (10) days written notice of termination or

cancellation of all insurance policies required herein. The provisions of this Section will survive expiration or termination of this Agreement.

25. **Modification of This Agreement:** This Agreement or any Exhibits may be amended, waived, or modified when stated in writing, agreed to by the parties and signed by individuals authorized by their respective organizations to bind their organization. Notwithstanding any other provisions of this Agreement, if any portion of this Agreement is found to be invalid, all other provisions shall remain in full force and effect.

26. **Term of Agreement:** This Agreement will commence on January 1, 2012 and continue for eight (8) years, expiring on December 31, 2019, unless terminated prior to that date as provided in Section 11. Neither expiration nor any termination prior to expiration will alter either party's obligations to provide ongoing indemnification for acts or omissions covered by Section 13, or to abide by any other post-expiration or post-termination provision, obligation or undertaking that is intended to survive expiration or termination of this Agreement.

27. **Authority to Enter Into This Agreement:** By signing below each individual represents that they have the authority and power to bind their respective entities to all the terms and conditions of this Agreement and that they have acquired all necessary organizational actions and approvals.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate originals and through the undersigned duly authorized representatives as of the date hereof.

Docutech Consulting Incorporated

By: 

Mark A. Theobald, CEO

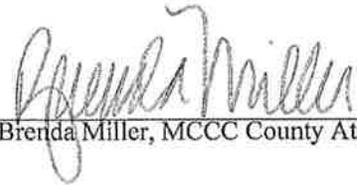
MINNESOTA COUNTIES COMPUTER COOPERATIVE

By:



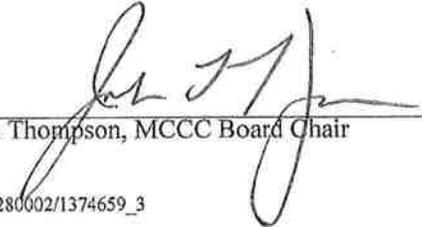
Lisa C. Meredith, MCCC Executive Director

Date: 11/10/11



Brenda Miller, MCCC County Attorney User Group Chair

Date: 10-31-11



John Thompson, MCCC Board Chair

Date: 11-8-11

9577/280002/1374659_3

**Exhibit A
Form of MCAPS Work Order**

[to be negotiated and attached by Mark Theobald and MCCC]

Exhibit B Time Line

10/1/2011	Development Done
10/2/2011	Begin data Conversion
12/31/2011	Data Conversion Completed (includes everything needed)
2/1/2012	MCAPS 4 Beta Testing Begins
6/30/2012	MCAPS 4 Beta Testing Completed
7/1/2012	Phase One Roll Out Begins (as defined in _____)
12/31/2012	Phase One Roll Out Completed
1/2/2013	Phase Two Roll Out Begins (as defined in _____)
6/30/2013	Phase Two Roll Out Completed
8/1/2013	Full Implementation

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract number _____

2. AGENCY

Name: Karen M. Foss
(PRINTED)

Signed: Karen M. Foss

Title: County Attorney
(with delegated authority)

Date: 12/6/11

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

By: _____

Date: _____

ITEM # Cty Attorney 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Foss, Karen	*Department Attorney	*Board Meeting Date Dec 13 2011
---	--------------------------------	---

***Subject Title (As it will appear on the agenda):**
 Victim Services Temporary Advocate Hire

***Background (Provide sufficient detail of the subject):**
 Following interviews, Roseau County Victim Services is requesting approval to hire Steven Roseen as the temporary advocate.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Sheriff Dept 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request
Gust, Steve

*Department
Sheriff

*Board Meeting Date		
Dec	13	2011

*Subject Title (As it will appear on the agenda):
Approve hiring Garrett Berg and Jason Binstock as TPT Deputies

*Background (Provide sufficient detail of the subject):
Garrett Berg and Jason Binstock have been offered and accepted the position of temporary part-time deputies pending board approval and upon condition of passing background checks. Positions will be temporary part-time , at Grade 7, Step A.

*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	
Phillipe							
Foldesi						Failed	
Falk							
Walker						Tabled	

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Sheriff Dept 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Gust, Steve	*Department Sheriff	*Board Meeting Date Dec 13 2011
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***Subject Title (As it will appear on the agenda):**
Resolution approving State of Minnesota Joint Powers Agreement with the County of Roseau

***Background (Provide sufficient detail of the subject):**
County of Roseau on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network.

***Financial Consideration:**
The cost for access to the criminal justice network is \$1,080.00 annually.

***Legal Consideration:**

***Other Consideration:**
This is a five year agreement.

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

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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF ROSEAU ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

2011-12-01

WHEREAS, the County of Roseau on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the county with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW THEREFORE BE IT RESOLVED by the County Board of Roseau, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Roseau on behalf of its County Attorney and Sheriff are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Sheriff, Steve Gust or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Jan Klatt, Civil Process Supervisor, is appointed as the Authorized Representative's designee.

3. That the County Attorney, Karen Foss, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Diane Roseen, Administrative Assistant, is appointed as the Authorized Representative's designee.

4. That Mark Foldesi, the Board Chair of the County of Roseau and Jeff Pelowski, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

I, Jeff Pelowski, Board Clerk in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on December 13, 2011.

(SEAL)

Jeff Pelowski
Roseau County Interim Coordinator

ITEM # Sheriff Dept 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Gust, Steve	*Department Sheriff	*Board Meeting Date Dec 13 2011
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***Subject Title (As it will appear on the agenda):**
Approve Snowmobile Safety Grant for 2012 and 2013

***Background (Provide sufficient detail of the subject):**
Need County Board approval to accept two year Snowmobile Safety Enforcement Grant in the amount of \$4,122.00 per year.

***Financial Consideration:**
May be reimbursed on this grant for actual money spent up to \$4,122.00 per year for two years.

***Legal Consideration:**

***Other Consideration:**

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

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	
Phillipe							
Foldesi						Failed	
Falk							
Walker						Tabled	

ATTEST: Jeff Pelowski, Interim Coordinator

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET
For
SNOWMOBILE SAFETY
ENFORCEMENT GRANTS

B 36132

State Accounting Information:

SWIFT
CFMS Contract # 0-38588

034120001-04

Agency: DNR	Fiscal Year: 2012	Vendor Number: <u>00001917344</u>
Total Amt of Contract: \$8,244.00	Amt of Contract First FY:	
Commodity Code: 84101501	Commodity Code:	Commodity Code:
Object Code: 441302	Object Code:	Object Code:
Amount: \$ 4,122.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2101	Fund:	Fund:
Org/Sub: R2937714	Org/Sub:	Org/Sub:
Approp: R297404	Approp:	Approp:
Activity: 27822	Activity:	Activity:
Project:	Project:	Project:
Rept. Catg:	Rept. Catg:	Rept. Catg:
Amount: \$ 4,122.00	Amount:	Amount:

Begin Date: December 15, 2011

End Date: June 30, 2013

Contract Name and Address for filing and payment purposes:

Sheriff Steve Gust
Roseau County Sheriff's Office
604 Fifth Avenue Southwest
Roseau, MN 56751

ITEM # Hwy Dept 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Ketring, Brian ▼	Engineer ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Final Payment

***Background (Provide sufficient detail of the subject):**
 1. Approve Final Payout to Wright Construction for the Following Projects: DR 1830, PW 1728, 2009 Flood, CR 126 for \$523.50; DR 1830, PW 1065, 2009 Flood, CR 129 for \$388.10; DR 1830, PW 1747, 2009 Flood, CSAH 13 for \$4,279.35; DR 1830, PW 1704, 2009 Flood, CR 124 for \$567.40.

***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:
<input type="text"/>	<input type="text"/>

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>					
Foldesi	<input type="text"/>	Failed <input type="text"/>				
Falk	<input type="text"/>					
Walker	<input type="text"/>	Tabled <input type="text"/>				

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Hwy Dept 2
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Ketring, Brian ▼	Engineer ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Approve Contracts

***Background (Provide sufficient detail of the subject):**
 Bids were opened on December 12 in the Roseau County Courthouse. Bids will be awarded for SAP 068-598-033; SAP 068-598-034; SAP 068-599-089.

***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
Phillipe						
Foldesi						Failed
Falk						
Walker						Tabled

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Hwy Dept 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
Ketring, Brian ▼	Engineer ▼	Dec ▼	13 ▼	2011 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Final Payment

***Background (Provide sufficient detail of the subject):**
 1. Approve Final Payout to Beito Repair for the Following Projects: DR 1830, PW 1988, CD 72 for \$6,956.08, DR 1830, PW 2040, CD9 for \$6,235.60.

***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:
<input type="text"/>	<input type="text"/>

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>					
Foldesi	<input type="text"/>	Failed <input type="text"/>				
Falk	<input type="text"/>					
Walker	<input type="text"/>	Tabled <input type="text"/>				

ATTEST: Jeff Pelowski, Interim Coordinator

ITEM # Cty Board 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date		
<input type="text"/>	<input type="text"/>	Dec	13	2011

***Subject Title (As it will appear on the agenda):**
 Committee Reports

***Background (Provide sufficient detail of the subject):**
 Commissioners Phillipe and Swanson have submitted committee reports for Board review.

***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:
<input type="text"/>	<input type="text"/>

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson	<input type="text"/>	Passed <input type="text"/>				
Phillipe	<input type="text"/>	Failed <input type="text"/>				
Foldesi	<input type="text"/>					
Falk	<input type="text"/>	Tabled <input type="text"/>				
Walker	<input type="text"/>					

ATTEST: Jeff Pelowski, Interim Coordinator

Glenda A. Phillippe
Roseau County Board
November 2011 Committee Report

November 22 – Roseau County Board – Roseau, MN

Regularly-scheduled meeting.

November 28 – Warroad Community Park Steering Committee–Warroad, MN

Discussed three concepts for park. Public viewing in early 2012.

November 30 – Roseau County Emergency Exercise – Roseau, MN

Evaluator for exercise.

December 5 - December 7 – AMC Conference – Minneapolis, MN

Attended annual AMC conference.

December 12 – Warroad City Council – Warroad, MN

December 12 – Warroad School Board – Warroad, MN

December 13 – Roseau County Board – Truth in Taxation – Roseau, MN

JACK SWANSON COMMITTEE REPORTS

NOVEMBER 30, 2011 - EMERGENCY MANAGEMENT EXERCISE

NOVEMBER 30, 2011 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

DECEMBER 1, 2011 - SAFETY COMMITTEE

DECEMBER 2, 2011 - D.N.R. LAND ASSET PILOT PROJECT (BEMIDJI)

**DECEMBER 5, 2011 - ASSOCIATION OF MINNESOTA COUNTIES ANNUAL CONFERENCE
(MPLS)**

**DECEMBER 5, 2011 - NORTHERN COUNTIES LAND USE COORDINATING BOARD
(MPLS)**

**DECEMBER 6, 2011 - ASSOCIATION OF MINNESOTA COUNTIES ANNUAL CONFERENCE
(MPLS)**

**DECEMBER 7, 2011 - ASSOCIATION OF MINNESOTA COUNTIES ANNUAL CONFERENCE
(MPLS)**

**DECEMBER 7, 2011 - LEGISLATIVE COMMITTEE (ST PAUL); Gov Dayton proclamation
of Minnesota TB-Free status**

DECEMBER 8, 2011 - STATEWIDE RADIO BOARD FINANCE COMMITTEE (ST CLOUD)