
March 12, 2013

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 12, 2013 at **9:00** a.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

9:00 Call to Order

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

9:15 Delegations/Board Appointments/Public Comments*

1. Minnesota Power – Great Northern Transmission Line Update

9:30 Consent Agenda

1. February 26, 2013 Proceedings
2. 2013 Hazard Mitigation Grant
3. Emergency Manager Resignation
4. Pro-West Parcel Maintenance Agreement
5. Fire Contract – City of Greenbush/Juneberry Township

9:45 BREAK

10:00 Department Reports

1. Sheriff's Office
 - a. Dispatch/Correctional Officer(s) Hire

10:15 County Board Items

1. 2013 Meeting Schedule(s)
2. Social Services Accounting Technician Hire
3. Office Floater Hire
4. Commissioner Committee Reports

11:00 Unfinished Business

11:15 Adjourn

***Limited to five minutes**

ITEM # Appt. 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Admin Asst ▼	Mar ▼ 12 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 MN Power - Great Northern Transmission Line Update

***Background (Provide sufficient detail of the subject):**
 Cindy Hammarlund of Minnesota Power will be giving a brief presentation to the Roseau County Commissioners to provide an update on the Great Northern Transmission Line Project. Cindy will provide the following update:

- Overview of the project
- Schedule of the project
- Routing process
- Outreach to date (federal, state and local agencies and public)
- Answer questions & collect input from the Commissioners

You're welcome to visit our project website for more information at www.GreatNorthernTransmissionLine.com

***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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Admin Asst ▼	Mar ▼, 12 ▼, 2013 ▼

Amount of time being requested:

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

***Background (Provide sufficient detail of the subject):**
 Requesting approval of the February 26, 2013 Board Meeting proceedings.

***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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 26, 2013

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 26, 2013.

CALL TO ORDER – ROLL CALL – ESTABLISHMENT OF A QUORUM

The meeting was called to order at 9:00 a.m. by Board Chair Roger Falk. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Todd Miller, Glenda Phillipe and Jack Swanson.

APPROVAL OF AGENDA

Discussion of a Payment in Lieu of Taxes (PILT) Letter of Support, ditch tax discussion and items 9 and 10 (Bridge Bond Funding Resolutions) from the Consent Agenda were moved to County Board items. A motion to approve the amended agenda was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson thanked former Lake of the Woods Commissioner Todd Beckel for going to St. Paul to testify in support of PILT legislation. Commissioner Phillipe presented a letter from the Greater Minnesota Parks and Trails Coalition noting the apparent intention of the Greater MN Legacy Committee to reduce the 20% funding currently designated for greater Minnesota.

APPROVE BILLS

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

Warrants Approved For Payment 2/14/2013

Vendor Name	Amount
TOWN OF BARNETT	18,632.43
TOWN OF BARTO	16,812.79
TOWN OF BEAVER	6,067.86
TOWN OF CEDARBEND	11,180.88
TOWN OF DEER	16,769.67
TOWN OF DEWEY	9,429.47
TOWN OF DIETER	15,139.56
TOWN OF ENSTROM	22,942.23
TOWN OF FALUN	12,371.23
TOWN OF GOLDEN VALLEY	11,253.38
TOWN OF GRIMSTAD	12,562.67
TOWN OF HEREIM	14,867.09
TOWN OF HUSS	12,764.54
TOWN OF JADIS	33,109.52
TOWN OF LAKE	63,819.80
TOWN OF LAONA	24,200.35
TOWN OF LIND	12,174.58
TOWN OF MALUNG	19,999.05
TOWN OF MICKINOCK	17,623.57
TOWN OF MOOSE	13,218.98
TOWN OF MORANVILLE	34,017.43
TOWN OF NERESON	12,448.48

TOWN OF PALMVILLE	6,363.08
TOWN OF POHLITZ	4,992.66
TOWN OF POLONIA	13,378.21
TOWN OF POPLAR GROVE	7,924.95
TOWN OF REINE	6,354.55
TOWN OF ROSS	22,515.28
TOWN OF SKAGEN	17,523.58
TOWN OF SOLER	11,933.86
TOWN OF SPRUCE	24,120.17
TOWN OF STAFFORD	16,089.66
TOWN OF STOKES	17,699.38
Final Total:	560,300.94

Warrants Approved For Payment 2/14/2013

Vendor Name	Amount
CENTURYLINK	2,407.12
MN DEPT OF FINANCE -TREAS	2,923.50
SCHOOL DIST 690	26,745.10
7 Payments less than 2,000.00	2,551.95
Final Total:	34,627.67

Warrants Approved For Payment 2/21/2013

5 Payments less than 2,000.00	5,029.73
Final Total:	5,029.73

Warrants Approved On 2/26/2013 For Payment 3/01/2013

Vendor Name	Amount
AVIANDS LLC	8,118.65
BERGSTROM ELECTRIC INC	2,643.37
NORTHERN RESOURCES COOPERATIVE	2,547.50
SIMPLEX GRINNELL LP	2,712.00
39 Payments less than 2,000.00	21,853.82
Final T	

DELEGATIONS/BOARD APPOINTMENTS

Amanda Grzadzielewski of the Northwest Private Industry Council met with the Board to provide an update on the changes in program services in Roseau County. Ms. Grzadzielewski informed the Board that at the January meeting of the Northwest Workforce Investment Board, a decision was made that rather than continue to contract with the Department of Employment and Economic Development (DEED) to operate the Workforce Investment Act programs, (WIA-Adult, WIA-Dislocated Worker, and State Dislocated Worker), the Northwest Private Industry Council will hire its own staff and operate the programs internally. The primary reasons for making this decision include DEED's ongoing issues in meeting performance standards, the high cost of services in the face of more funding cuts, and low program enrollment numbers and program expenditures. The current contracts will terminate as of March 31, 2013 for the Thief River Falls WorkForce Center and the Crookston DEED office.

University of Minnesota Nutrition Educator Kristina Kaml met with the Board to give an update on the programming services she provides for youth, parents and seniors. Ms. Kaml provided the Board with a sampling of lessons given on health, nutrition and exercise.

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda approved the February 12, 2013 Proceedings, approved a MN Lawful Gambling Permit for the Lake of the Woods Chapter of the Ruffed Grouse Society; approved a five year Public Health Agreement between Roseau County and LifeCare Medical Center; approved a Community Nursing Agreement between Roseau County Law Enforcement and LifeCare Medical Center; acknowledged the February Comp Time Activity Report; approved a Call for Bids on the 2013 County Bituminous Projects; approved a Call for Bids on five FEMA DSR 1982 Projects; and the 2013 County Seal Coat Projects.

COUNTY BOARD ITEMS

Roseau River Watershed Board Appointment

A motion to appoint Rhett Hulst to the Roseau River Watershed District, to fill the remaining term of Lavern Voll, through October 19, 2013, was made by Commissioner Miller, seconded by Commissioner Phillipe and failed by a 2-3 vote with Commissioners Miller and Phillipe in favor and Commissioners, Falk, Foldesi and Swanson opposed. The Board discussed appointing a representative that could best geographically represent the RRWD.

A motion to appoint Tony Wensloff to the Roseau River Watershed District, to fill the remaining term of Lavern Voll, through October 19, 2013, was made by Commissioner Swanson, seconded by Commissioner Falk and carried by a 3-2 vote with Commissioners, Falk, Foldesi and Swanson in favor and Commissioners Miller and Phillipe opposed.

Payment in Lieu of Taxes (PILT) Letter of Support

Commissioner Miller requested the Board approve writing a letter of support in favor of legislation requesting inflation adjustments for PILT on State owned natural resource land. A motion to approve drafting a letter of support was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

Ditch Tax Discussion

Commissioner Miller informed the Board of the potential for legislative change in rules pertaining to determining State taxes for ditch systems.

Bridge Bond Funding

A motion was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously to adopt the following resolution:

2013-02-01

WHEREAS, Roseau County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of SAP 068-598-033, Bridge No. 7511; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$96,359.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Roseau County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, Subdivision 5, Clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge, but not required.

A motion was made by Commissioner Miller, seconded by Commissioner Phillippe and carried unanimously to adopt the following resolution:

2013-02-02

WHEREAS, Roseau County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of SAP 068-598-034, Bridge No. L-9063; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$122,643.50 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Roseau County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, Subdivision 5, Clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge, but

COMMISSIONER COMMITTEE REPORTS

Commissioner Falk reported on the following committee(s): Operation Committee, 2/13/13; Social Services Board, 2/19/13; Highway Committee, 2/19/13; Joint Powers Natural Resource Board, 2/25/13.

Commissioner Foldesi reported on the following committee(s): Tri-County Ambulance meeting, 1/28/13.

Commissioner Miller reported on the following committee(s): Affordable Housing Meeting with Governor Dayton and staff, 2/12/13; Operations Committee, 2/13/13; Courthouse Security meeting, 2/14/13; Social Services Board, 2/19/13; Highway Committee, 2/19/13; Warroad School Board, 2/20/13; Moranville Township Board, 2/20/13; Minnesota Rural Counties Caucus, 2/21/13; Reine Township Board, 2/23/13; Joint Powers Natural Resource Board, 2/25/13.

Commissioner Phillippe reported on the following committee(s): Affordable Housing Meeting with Governor Dayton and staff, 2/12/13; Operations Committee, 2/13/13; Social Services Board, 2/19/13; Highway department, 2/19/13; Lake Township Board, 2/19/13; Roseau County Committee on Aging, 2/21/13; Minnesota Rural Counties Caucus, 2/21/13; Transportation Committee, 2/25/13.

Commissioner Swanson reported on the following committee(s): Roseau County Affordable Housing Fund Committee, 2/12/13; Affordable Housing Meeting with Governor Dayton and staff, 2/12/13; Operations Committee, 2/13/13; Jadis Township Board, 2/13/13; Statewide Radio Board Finance Committee, 2/14/13; Association of Minnesota Counties Board of Directors, 2/15/13; Social Services Board, 2/19/13; Highway Committee, 2/19/13;

Roseau County Affordable Housing Fund Committee, 2/19/13; Household Hazardous Waste Joint Powers Board, 2/20/13; Roseau County Committee on Aging, 2/21/13.

Upon motion carried, the Board adjourned the regular meeting at 12:00 p.m. The next regular meeting of the Board is scheduled for March 12, 2013 at 9:00 a.m.

Attest:

Date: _____

Jeff Pelowski, County Coordinator
Roseau County, Minnesota

Roger Falk, Board 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
Nelson, Gracia	Emergency Management	Mar 12 2013

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2013 Hazard Mitigation Grant Approval

***Background (Provide sufficient detail of the subject):**
 Roseau County's grant request of \$25,500 for contractor to develop and adopt a Roseau County All-Hazard Mitigation Plan has been accepted by FEMA. Need resolution accepting the grant.

***Financial Consideration:**
 There is an \$8,500 match which can be in-kind costs.

***Legal Consideration:**

***Other Consideration:**
 Current Roseau County All-Hazard Mitigation Plan expires March 31, 2013.

***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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management, 445 Minnesota Street, Suite 223, St. Paul, MN 55101 ("State") and the County of Roseau, 606 5th Avenue Southwest, Room 132, Roseau, MN 56751 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) and Minn. Stat. Chapter 12, Executive Order 10-06 the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) through the FEMA-State Agreement designated Grant Award Number FEMA-1982-DR-MN and amendments thereto.
- 3 The State is in need to allocate and disburse federal and state aid funds for approved Hazard Mitigation Grant Program (HMGP) planning grants and projects.
- 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:** February 15, 2013, 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:** February 15, 2016, 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 The Grantee agrees to carry out the hazard mitigation measure(s) described in this grant contract, Attachment A, which is attached and incorporated in this grant contract. The Grantee shall perform their duties in accordance with the State of Minnesota Administrative Plan and Procedures for Section 404 Hazard Mitigation Grant Program, Revised June, 2011, and Sub-Grantee Handbook for Hazard Mitigation Assistance Program, Revised June, 2011, both of which are incorporated by reference into this grant contract.
- 2.2 Projects to develop and adopt an All-Hazard Mitigation Plan: The plan will include the following components:
 - (1) **Planning Process:** This section of the plan will document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
 - (2) **Risk Assessment:** This section of the plan provides the factual basis for activities proposed in the strategy to reduce losses from identified losses. The plan will include a description of the type, location and extent of all natural hazards that can affect the communities participating in the plan process.

- (3) **Mitigation Strategy:** This section provides the community's blueprint for reducing the potential losses identified in the risk assessment. This section of the plan will include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
 - (4) **Plan Maintenance Procedure:** This section of the plan will describe the plan maintenance process including the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
 - (5) **Plan Adoption:** This section of the plan will include documentation that the governing body of the community requesting approval of the plan has formally adopted the plan.
- 2.3 Projects that alter, acquire, demolish or relocate structures or property: The Grantee shall ensure restrictive covenants, easements or maintenance agreements be conveyed on the deed to any affected property in accordance with the Sub-Grantee Handbook for Hazard Mitigation Assistance Program, Revised June, 2011 which is incorporated by reference into this grant contract.
- 2.4 The Grantee shall ensure that all applicable federal, state, and local permits and clearances are obtained prior to the start of any construction activity, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.
- 2.5 The Grantee shall ensure that if the property is located in a Special Flood Hazard Area, that any person who receives federal assistance for repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance in accordance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, § 582.
- 2.6 This grant contract is subject to all applicable federal and state statutes and regulations, policies, and executive orders, including, but not limited to the following:
- (1) Federal Audit Requirements, labeled Attachment B, which is attached and incorporated into this grant contract.
 - (2) Federal Assurances for Non-Construction and Construction Programs, labeled Attachment C, which is attached and incorporated into this grant contract.
 - (3) Grantees receiving \$100,000.00 or more must complete and return the Certification Regarding Lobbying form, labeled Attachment D, which is attached and incorporated into this grant contract.
 - (4) Single Audit Act Amendments of 1996 and Office of Management and Budget Circulars govern standard grant management practices: OMB Circulars A-87, A-102, and A-133 which are incorporated into this grant contract by reference.
- 2.7 Any written, visual, or audio publications, with the exception of press releases, whether published at the Grantee's or the State's expense shall contain the following statements: "This project was supported by Grant Award Number FEMA-DR-1982-Minnesota awarded by the Federal Emergency Management Agency (FEMA). Points of view or opinions in this document are those of the author and do not represent endorsement by FEMA or reflects FEMA views."

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.**

- a. The Grantee will be reimbursed an amount not to exceed \$25,500.00 according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract.

b. The Grantee will submit a written change request for any substitution of budget items in Attachment A, or any deviation of more than 15% from the approved budget category amounts in Attachment A. Change requests for substitutions of budget items, or a deviation of more than 15% from the approved budget category amount must be given in writing to the State's Authorized Representative and at least 60 days prior to the Expiration date of this grant contract. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

(2) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$8,500.00.

(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$25,500.00.

4.2 **Payment**

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

- a. 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 services satisfactorily performed.
- b. No more than 90% of the amount due under this grant contract may be paid until the project is complete and the work has been verified by the State's Authorized Representative. The balance due will be paid when the State determines that the project has been satisfactorily completed and all the terms of this grant contract have been met.
- c. Final invoice pertaining to each state fiscal year of this grant contract must be received by July 31 of that calendar year. Reimbursements from the next state fiscal year(s) may commence on or after July 1 of that calendar year. The final invoice of this grant contract must be received no later than 30 days after the Expiration date of this grant contract.
- d. Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.

(2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through the U.S. Department of Homeland Security, Federal Emergency Management Agency through the FEMA-State Agreement designated Grant Award Number FEMA 1982-DR-MN and amendments thereto, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq., and amended thereto ("the Stafford Act"), in accordance with 44 CFR 206.43, CFDA number 97.039. 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.

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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 John Moore, Mitigation Branch Director, Division of Homeland Security and Emergency Management, 445 Minnesota Street, Suite 223, St. Paul, MN 55101, Phone: (651) 201-7453, or his 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, Emergency Management Director, 606 5th Avenue Southwest, Room 132, Roseau, MN 56751 (218) 463-3375. 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.

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

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: _____

Purchase Order #. 3-17711

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

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: *Dacia C. Weber*
Title: *Director, Kasau City SEM*
Date: *2/28/2013*

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

APPROVED Project Funding Breakdown

a) HSEM (HMGP) Share (FEMA):	<u>\$25,500.00(maximum)</u>
b) HSEM STATE Share:	\$ 0.00(maximum)
c) FEMA Individual Assistance Program and Public Assistance Program Share:	\$ 0.00(maximum)
d) Other State Agency Share:	<u>\$ 0.00</u>
e) Sub-Grantee Share (Local Match):	<u>\$ 8,500.00</u>
f) Approved Project Amount by FEMA:	<u>\$ 34,000.00</u>
	+
g) Sub-Grantee HMGP Administrative Cost Allowance	<u>\$ 0.00(maximum)</u>

TOTAL Project: \$ 34,000.00

Federal Funding Breakdown	
HSEM (HMGP) Share (FEMA)	\$ 25,500.00
	+
Sub-Grantee HMGP Admin	\$ 0.00
Total HMGP Funding:	\$ 25,500.00

HMA Quarterly Expenditure Report										Grant Contract No.
										Attachment A
										Roseau County
										DR 1982.06
										Grant #
										Quarter Start Date:
										Quarter End Date:
										25%
Budget Item From Application	Federal Share	Local Match	In-Kind	State Share (if applicable)	State Share (if applicable)	Total				
Total Grant Allocation	25,500.00	8,500.00				34,000.00				
Payroll/Staff						0.00				
Consulting fees						0.00				
Engineering/Design						0.00				
Equipment						0.00				
Demolition						0.00				
Materials						0.00				
Labor						0.00				
Travel						0.00				
Mileage						0.00				
Office Supplies						0.00				
Printing cost						0.00				
Public Meetings						0.00				
Other						0.00				
						0.00				
						0.00				
						0.00				
						0.00				
Total Expended	0.00	0.00	0.00	0.00	0.00	0.00				
Grant Remaining Balances	25,500.00	8,500.00		0.00	0.00	34,000.00				
Current % Of Budget Spent	0%	0%	0%			0%				
Current Reimbursement Request	0.00	Project to Date Requested amount	0.00	In-Kind	0.00	Grantee Remaining Match + In-Kind Balance	8,500.00			
Match to Date	0.00	Project to Date Match + In-Kind	0.00	10% Held Federal Amount	2,550.00	Federal Remaining Balance -10%	22,950.00			
I certify the above data is correct based on the grantees official accounting system and records, consistently applied and maintained, expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions. I also certify that appropriate documentation to support these authorized costs and expenditures is available.										
Date:										
Authorized Signature										
FEMA (Federal Emergency Management Agency, HMA (Hazard Mitigation Assistance), HSEM (Minnesota Homeland Security and Management)										
										Page A 2



STATE OF MINNESOTA
 Department of Public Safety
 Division of Homeland Security and Emergency Management
 445 Minnesota Street, Suite 223
 St. Paul, MN 55101-6223
 (651) 201-7400

HAZARD MITIGATION ASSISTANCE PLANNING GRANT APPLICATION

Directions:

1. Complete all sections. Boxes expand as you type.
2. Return completed application to the above address, attention State Hazard Mitigation Officer.

A. PLAN INFORMATION

Name of Organization/Agency: Roseau County Emergency Management

Type of Plan (check one):

Multi-Jurisdiction Plan Single Jurisdiction Plan Tribal Community Plan

If the jurisdiction already has an approved mitigation plan: Plan approval date: March 27, 2008 .

Note: Attach a copy of the Plan Requirements Crosswalk supplied by FEMA when the current plan was approved.

List the communities participating in the plan (county, cities, and/or tribal communities):

Roseau County, Warroad, Roosevelt, Badger, Greenbush, and Strathcona

Note for Multi-Jurisdictional Plans: A Statement of Interest in All-Hazard Mitigation Planning for cities listed above are required to be submitted with this application. Townships are optional.

Eligible Planning Activity (check one):

New Plan Development Five Year Update

Note: Jurisdictions with no plans should check **New Plan Development**. Jurisdictions with plans already approved by FEMA should check **Five Year Plan Update** and also determine:

Resolution: applicant has passed or is in the process of passing a resolution authorizing participation in program and designating a signatory.

This document is attached pending other (explain)

Federal Tax ID #/FEIN	DUNS Number http://fedgov.dnb.com/webform	FIPS Code Search by State & county: http://www.census.gov/geo/www/fips/fips65/ Search by State: http://mcdc.missouri.edu/webrepts/commoncodes
41-6005889	05-181-8290	27135

US Congressional Districts http://www.nationalatlas.gov/printable/congress.html#mn	State Legislative Districts	
	Senate	House
7		

Planning Approach

1. Provide a detailed explanation of expected deliverables:

The expected deliverable is that the updated hazard mitigation plan for Roseau County will be approved by FEMA upon completion of the planning process. Each jurisdiction will participate in the planning process with the goal of developing mitigation strategies that will reduce the impact of natural disasters in their communities.

The Roseau County Emergency Management wants a functional plan that will be useful well into the future.

2. State how the community or the communities have benefited from the current approved plan, specifically from the reduction of the impacts from natural hazards.

The City of Roseau has benefitted from the flood mitigation projects that were installed previous to the recent high water events in 2009 and 2011. The most current project is that the city was broken into sections and elevations were developed for each section by the use of linear mapping. The East Diversion Phase I construction was started in 2010 with completion in the spring of 2011. Phase II completions began April 2012 with a projected finish date of the end of 2013.

Roseau County is currently in the process of developing an application to fund the construction of public saferoom.

3. Review FEMAs crosswalk for current plan. List items that were recommended for improvement and how they will be addressed.

The plan update will meet all the current FEMA planning guidance. In doing so, the plan will include the recommendations from FEMA's initial plan review. The plan will address the vulnerability of structures by including flood plain maps for each municipality that illustrate their vulnerability also with loss estimates in number and value. Vulnerability of structures will be addressed for all other natural hazards.

4. List the natural hazards the plan will address.

Winter Storms, Summer Storms, Tornado and Windstorm, Flood, Drought and Extreme Heat, Wildfire, Subsidence and Karst

B. CONTACT INFORMATION

PRIMARY POINT OF CONTACT	ALTERNATE POINT OF CONTACT
Name: Gracia Nelson	Name: Russell Walker
Title: Emergency Management Director	Title: Roseau County Board Chairman
Agency: Roseau County HSEM	Agency: Roseau County
Address: 606 5 th Avenue SW, Room 132	Address/P.O. Box Number: 606 5 th Avenue SW
City: Roseau Zip Code: 56751	City: Zip Code: 56751
Telephone Number: 218/463.3375	Telephone Number: 218/463.4252
Fax Number: 218.463.3252	Fax Number: 218.463.3252
Email Address: gracia.nelson@co.roseau.mn.us	Email Address: wha@mncable.net

C. Scope of Work

Explain *how* the community intends to develop or update the mitigation plan. Quarterly reports should reflect work complete in each of the following sections.

1. Organizing Resources

The initial step of the plan update is to organize the resources needed for successful plan revision. The Roseau County Emergency Management Director (EMD) is responsible to oversee the plan update process: The first step is to organize the Hazard Mitigation Planning Team and to contract with a consultant.

The mitigation team will consist of county agencies involved in mitigation and representatives from the cities. The team will be responsible for taking items to review from the risk assessment and mitigation actions back to their agencies or jurisdictions to get input. Other public and private agencies will be invited to participate in team meetings to obtain a wide range of input into the plan. It is anticipated that there will be a kickoff meeting to discuss the mitigation planning process and to schedule reviews and meetings. There probably will be several meetings to review the risk and vulnerability assessment and to review and update the mitigation strategies. The last meeting will be a public meeting after the plan is revised by the consultant in order to incorporate public comment into the plan.

Jurisdictions will be informed that they are required to participation in all phases of the plan update process to be approved for FEMA Hazard Mitigation Assistance funding.

The county will use its procedures to follow 44 CFR §13.36 when procuring the services of the consultant. The consultant is expected to complete its portion of the scope of work which includes but is not limited to:

- Assist the EMD in developing agendas for meetings and facilitating discussions about the risk and vulnerability assessment and develop mitigation strategies. The consultant will also give expert advice on how to meet FEMA mitigation planning guidance.
- Gather information about the communities that will result in a comprehensive capability assessment which includes comprehensive plans, NFIP information, floodplain ordinances, building codes, planning codes, or any other facet of the jurisdiction that relates to hazard mitigation.
- Gather data that will result in a comprehensive risk and vulnerability assessment. This data will lead to maps and/or loss estimates that show vulnerability from flood and tornado.
- Revise the plan so that it meets the standards of the EMD and also meets FEMA planning guidance. Support for plan revision will continue throughout State and FEMA review process until a final copy is produced after the county adopts the plan and FEMA sends its approval for the county.
- The plan and all supporting data will be turned over to the county so that it may use during future plan updates.

Start: Month 0 Complete: Month 10

2. Risk and Vulnerability Assessment

Hazard Identification – The plan has been monitored and reviewed since it was approved. The hazard will not be revised based on the maintaining of the plan. HSEM staff recommendation of dams and levees will be added after further review.

The risk assessment will be updated to show the impact of disasters that Roseau County has encountered since the plan was approved. Also, the mitigation projects that have been completed or are in progress will be taken into account. In doing so the location, extent, impact, and probability will be revised. Mapping of specific hazard areas and summary of potential loss estimates will be developed to show the mitigation team, stakeholders, and the public vulnerability due to natural hazards. Examples of the hazards that may be mapped are flood and wildfire. The risk and vulnerability assessment will be the key in developing solid mitigation strategies.

The risk and vulnerability assessment will be reviewed by the mitigation planning team and other invited participants may possibly involve two meetings. The review assessment will be reviewed during the first meeting with the intent of the team sharing the information with stakeholders in their jurisdictions. The

second meeting will be to obtain the feedback to revise the assessment and for the jurisdictions to rank the risks to their communities.

ATTACHMENT A

The EMD will consider sharing the risk assessment with HSEM mitigation staff to determine if it meets requirements before proceeding with the review and development of mitigation strategies.

Start: Month 2 Complete: Month 6

3. Mitigation Strategies

A summary of participation in the NFIP and a capability assessment will be developed to support the development of mitigation strategies. Details about eligible projects through the Hazard Mitigation Assistance program will be summarized to assist in identifying potential projects that may be funded through this program. The participating jurisdictions will include the mitigation strategies in the local planning processes identified in the planning process.

The mitigation strategies have been reviewed and updated through the plan maintenance process from the initial plan. The status of the strategies to determine if they are complete, ongoing, deleted, or deferred. New strategies will be considered through the STAPLE+E process. The priority and benefit cost will be determined as part of this process and listed in the plan.

The consultant will revise all sections of the plan upon completion of developing strategies with the hazard mitigation planning team. The EMD and team will review the plan before the public meeting.

Start: Month 6 Complete: Month 8

4. Public Review

There will be variety of ways to involve the public such as publishing the revised plan on the county website to get input, personal invitations to the meeting by team members, and posting a public notice. Public meetings will be scheduled per input from the team members and the consultant.

Start: Month 8 Complete: Month 9

5. State Review/FEMA Review

The consultant will incorporate all of the team's final revisions and will print thirty (30) copies, and a digital version of the plan to submit to the EMD within two (2) weeks after the receipt of final review comments. HSEM's Local Plan Review Aid, which shows how all mitigation planning requirements were met, will also be submitted with the plan.

The county will then submit copies of the final draft and a requirements document to the Minnesota Homeland Security and Emergency Management Agency (HSEM) for approval. HSEM will then submit the plan to FEMA after all requirements are met. The county and the consultant will revise the plan to meet requirements throughout the review process.

When approved "pending local adoption" by FEMA, the EMD will present the plan before the County Commissioners for formal adoption. The county resolution will be sent to HSEM for processing. FEMA will issue a letter of approval. The letter of approval for the county concludes the scope of work for this project.

A final copy of the plan with the resolutions of adoption will be sent to HSEM for FEMA's approval of the counties to participate in the Hazard Mitigation Assistance program. The final plan should be received by HSEM no later than six months after the county was approved.

Start: Month 9 Complete: Month 12

D. BUDGET DETAIL

ATTACHMENT A

List all eligible costs associated with the writing or updating of this plan. Do not include contingency costs in the budget. Local match may be cash, in-kind, or a combination of both. Only Direct Project Costs are allowed. The items listed below are examples of eligible costs related to mitigation planning. Multiple lines may be needed to detail a variety of participating staff.

ITEM	FEDERAL / LOCAL SHARE	QTY.	UNIT	UNIT COST	COST ESTIMATE
Consultant Services	Federal	1	each	\$25,500	\$25,500
Emergency Management Agency (EMA) Staff	Local	78	hour	\$30	\$2,340
Mitigation Plan Update Committee	Local	75	hour	\$20	\$1,500
City Staff	Local	198	hour	\$20	\$3,960
Public Participation	Local	36	hour	\$10	\$360
Supplies (see budget narrative)	Local	1	each	\$340	\$340
Total Cost					\$34,000
75%					\$25,500
25%					\$8,500

1. Costs incurred prior to the date of the grant award are not eligible for reimbursement.
2. Applicant match salaries should include both base and fringe.
3. No federally funded salaries are allowed to be used as local match.
4. When calculating the Federal and Local cost share, the Federal share total must be rounded down to the whole dollar and Local share must be rounded up to the whole dollar.

E. BUDGET NARRATIVE**1. Contractual Planning Services:**

A consultant will gather data for the plan, facilitate meetings, develop HAZUS-MH and GIS based lost estimates and revise the plan. The consultant will be involved with Tasks 1 through 5 as detailed in Section C. Scope of Work. The estimate for these services is \$25,500.00. This information was provided by HSEM mitigation staff based on applications for similar counties.

Tasks	Hours
Task 1: Organize Resources	40
Task 2: Risk and Vulnerability Assessment	96
Task 3: Mitigation Strategies	55
Task 4: Public Review	50
Task 5: State/FEMA Review	26
Total	267

2. County and City Staff Contribution

The following county and city staff, are committed to participate in this planning process.

ATTACHMENT A

Committee Meetings:

Mitigation Plan Update Committee	\$20.00 X 3 hours X 4 members X 5 meetings =	\$1200.00
City Staff	\$ 20.00 X 3 hours X 5 meetings X 12 cities =	<u>\$3600.00</u>
	Total =	\$4800.00

Agency Coordination:

Coordination with the consultant includes responding to questions, information requests, review of invoices, interaction with the Mitigation Plan Update Committee, and contacts with other municipal and county officials to obtain information.

EMA	\$30.00 X 40 hours =	\$1200.00
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Risk Assessment:

Office research and small group meetings are utilized to gather and verify information and to also identify critical facilities.

Mitigation Plan Update Committee	\$20.00 X 3 hours X 5 members =	\$300.00
City Staff	\$ 20.00 X 3 hours X 6 cities =	<u>\$360.00</u>
	Total	\$660.00

Mitigation Projects / Prioritization:

County Staff are asked to participate in a subcommittee to develop a prioritization strategy. Concurrently, county and municipal staff are also asked to meet among their jurisdictions to develop a list of mitigation projects before the third and fourth Committee Meetings. The county EMA staff will work with each of the municipalities.

EMA	\$30.00 X 2 staff X 19 hours =	\$1140.00
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Total County and City Staff Contribution: \$7800.00

Public Meetings

It is anticipated that there will be at least 36 hours of meeting attendance by members of the public. Their participation is valued at \$10 per hour for a total of \$360.

3. Supplies

County officials estimate the following supplies will be used during the planning process:

Binders	26 @ \$7.00/unit =	\$182.00
Pads	36 @ \$1.00/unit =	\$ 36.00
Pens	20 @ \$0.60/unit =	\$ 12.00
Markers	10 @ \$1.00/unit =	\$ 10.00
Photocopies	1000 @ \$0.10/unit =	<u>\$100.00</u>
Total		\$ 340.00

E. CERTIFICATION

I certify to the best of my knowledge and belief that the information provided in this application and supporting documentation is true and correct. I also have the legal authority to apply for assistance on behalf of the applicant. It is also understood that no work will begin until a sub-grantee agreement is fully executed. ATTACHMENT A

Signed for the applicant:

GRACIA C NELSON

Typed name

Gracia C Nelson

Signature

Director, Russian City HSE/M

Title

10-11-12

Date

**RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS
AND EXECUTION OF SUB-GRANT AGREEMENT**

WHEREAS, the County of Roseau is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county, maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that Roseau County will enter into a sub-grant agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the development or update of the Roseau County Hazard Mitigation plan. *Dyann Miller* (Name and Title of Authorized Official) is hereby authorized to execute and sign such sub-grant agreements and any amendments hereto as are necessary to implement the plan on behalf of Roseau County.

I certify that the above resolution was adopted by the Board of Commissioners of Roseau County on

5/8/12
(Date)

SIGNED:

Russell Wacker
(Signature)
Board Chair
(Title)
5/8/12
(Date)

WITNESSETH:

[Signature]
(Signature)
INTERIM COMMISSIONER
(Title)
5/8/12
(Date)

**ATTACHMENT B
FEDERAL AUDIT REQUIREMENTS**

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accounts' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.
6. The Statement of Expenditures form can be used for the schedule of federal assistance.

ATTACHMENT B

7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
445 Minnesota Street
Suite 126, Town Square
St. Paul, MN 55101-5126

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 1)

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, (Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

ATTACHMENT C

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 2)

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 1)

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 2)

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

FEMA Form 20-16B (BACK)

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Nelson, Gracia ▼	Emergency Management ▼	Mar ▼ 12 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Retirement!

***Background (Provide sufficient detail of the subject):**
 I have submitted my resignation as Roseau County Homeland Security and Emergency Management Director. My last day of work will be April 26, 2013.

***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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

25902 430th Ave
Roseau, Mn 56751
March 1, 2013

Chairman Roger Falk
Roseau County Commissioners
606 5th Ave SW
Roseau, Mn 56751

Dear Roger:

I am formally announcing my retirement as Roseau County Homeland Security and Emergency Management Director as of April 26, 2013.

Thank you for the privilege of working with you and Roseau County citizens for the past 41 years.

Sincerely,

Gracia C. Nelson

CC: Glenda Phillipe, Vice Chair
Jack Swanson
Mark Foldesi
Todd Miller

ITEM # Consent 4
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Mar ▼ 12 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Pro-West Parcel Maintenance Agreement

***Background (Provide sufficient detail of the subject):**
 Consider renewing our Parcel Maintenance Agreement with Pro-West, effective 4/1/13 through 3/31/14.
 (Reference attached Agreement)

***Financial Consideration:**
 Increasing their per parcel fee from \$10.00/parcel to \$13.00/parcel.

***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						
Miller						Tabled

ATTEST: Jeff Pelowski, Coordinator



February 27, 2013

Jeff Pelowski, Environmental Services
Roseau County
606 5th Ave SW, Room 132
Roseau, MN 56761

Dear Jeff,

Our Goal at Pro-West & Associates, Inc. is to provide quality, cost effective parcel data to the County at a reasonable cost. We have continued to process the County's parcel updates at the same rate since 2009, however during this time we have found that our costs per parcel greatly exceed what we have been invoicing. As a result, we are increasing the cost from \$10.00/parcel to \$13.00/parcel.

Enclosed please find two copies of a Parcel Maintenance Agreement effective April 1, 2013 thru March 31, 2014. Upon final execution, please retain one copy for your records and return one copy for our records.

We wish to thank you for your valued relationship and know that you will understand the necessity for this price increase. If you have any questions regarding this increase or any other matters, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Annette".

Annette Theroux
President
(218) 547-3374 ext. 108
atheroux@prowestgis.com

Enc.



**AGREEMENT (CONTRACT) FOR GIS PROFESSIONAL
PARCEL MAINTENANCE SERVICES
FOR
ROSEAU COUNTY, MN**

This Supplemental Services Agreement ("Agreement") is effective the **1st day of April, 2013** by and between Pro-West & Associates, Inc. ("Professional" and/or "PWA"), a Minnesota Corporation, and **Roseau County** ("County").

PROFESSIONAL

Pro-West & Associates, Inc.
8239 State 371 NW
PO Box 812
Walker, MN 56484
218-547-3374

COUNTY

Roseau County
606 5th Ave SW, Room 132
Roseau, MN 56761
218-463-3750

Project Name: GIS Professional Services

Contract Period: April 1, 2013 – March 31, 2014

This supplement is a modification to the existing Professional Services Agreement with Roseau County. This supplement adds GIS Professional Services pertaining to Parcel Data Maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and as describes in the Agreement, Pro-West & Associates, Inc. hereby agrees to amend the Agreement as follows:

A: Parcel Data Maintenance will be conducted by Pro-West & Associates, Inc. (PWA) at their offices in Walker, MN. PWA maintenance will continue until such time that the County takes over those duties.

- If or when the County takes on the duties of maintenance, be aware that additional software may need to be purchased.
- Also, at such time that it's needed, parcel maintenance training will be conducted by PWA staff to acquaint the County staff with the maintenance procedures over the course of a few days – depending on the skill level of the staff person being trained. The training costs will be determined at that time.

B: Terms:

- Maintenance will be on a **periodic basis**.
 - PWA will work with County staff to develop a schedule, taking into account the quantity of splits and combinations that the County has over the course of a year.
 - PWA should receive all update information by the 2nd Monday of the calendar month updates are to take place. In the case of holidays or conflicting schedules, PWA and the County will determine a reasonable course of action.

It's important to know

8239 State 371 NW | PO Box 812 | Walker, MN 56484
PH 218.547.3374 | FX 218.547.3375 | www.prowestgis.com | consult@prowestgis.com

- Items to be received may include copies of split sheets, new deeds, new subdivisions, or other documentation that describes the new parcel description. Other items may include discrepancy research that has been collected and is ready to be incorporated.
- PWA will return to the County a full, county-wide extraction of its data in geodatabase format for integration into the County's existing applications.
- Per parcel update cost of \$13.00 with a minimum of 25 updates per occurrence.
 - If the minimum of 25 is not met, the updates will be processed at an hourly rate of \$65/hour.
- If additional services related to parcel data maintenance are needed, the cost will be based on an hourly rate determined by the personnel needed to perform the County services requested.
 - The hourly rates of PWA personnel who may provide additional services per this agreement are as follows:
 - GIS/Systems Programmer: \$100/hour
 - GIS Consultant: \$100/hour
 - GIS Technician: \$65/hour
 - If said services require travel or overnight accommodations, those costs will be at the County's expense. Any overnight travel by PWA personnel providing services per this agreement must receive prior authorization from Roseau County.

C: Other Maintenance:

- Uploading of the new geodatabase once the updates have been completed to applicable web-based applications. This work will be performed at an hourly rate of \$65/hour.
- Road centerlines and highway rights-of-ways will be updated on an hourly basis. This work will be performed at an hourly rate of \$65/hour.
- If the County wishes PWA to maintain datasets other than the parcels, those will need to be negotiated separately.

In consideration whereof Pro-West & Associates, Inc. have caused this supplement to the Agreement to be executed in their respective behaves as of the day and date first shown above.

PRO-WEST & ASSOCIATES, INC.

ROSEAU COUNTY, MN

By: *Carith M. Healy*

By: _____

Title: *President*

Title: _____

Date: *Feb. 27, 2013*

Date: _____

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Monsrud, Martie ▼	Auditor ▼	Mar ▼ 12 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Fire Contract - City of Greenbush/Juneberry Township

***Background (Provide sufficient detail of the subject):**
 Consider renewing the existing fire contract with the City of Greenbush on behalf of Juneberry Township, (unorganized). (Reference attached letter from City of Greenbush)

***Financial Consideration:**
 No change to the contract fee.

***Legal Consideration:**

***Other Consideration:**
 Auditor Monsrud would execute the applicable Contract.

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

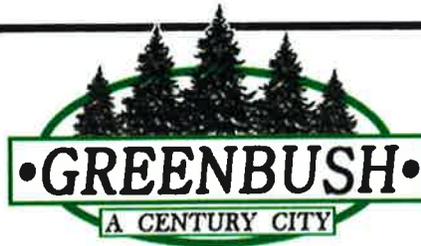
Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

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

ATTEST: Jeff Pelowski, Coordinator



February 26, 2013

Roseau County Board of Commissioners Juneberry Township
c/o Roseau County Auditor's Office
606 5 Avenue SW Rm 160
Roseau, MN 56751

Dear Township Board,

As of December 31, 2012 your Fire Contract with the city expired. Along with that the Long Term Equipment Contracts are expiring as of December 31, 2013. Council has decided to review these contracts. They are looking at possibly using a new funding formula and merging the two contracts into one. Once they have a draft contract in place you will be contact. At this time they will be extending the current Fire Contract with your township through December 31, 2013. The contract fee amount will be staying the same.

If you have any questions feel free to call me at 782-2570.

Sincerely,

A handwritten signature in black ink, appearing to read "Anita Locken".

Anita Locken
Clerk-Treasurer

244 Main St N
PO Box 98
Greenbush, MN 56726
Phone: 218-782-2570
Fax: 218-782-2146
Email: greenbush@wiktel.com
www.greenbushmn.govoffice2.com

The City of Greenbush is an Equal Opportunity Provider and Employer



FIRE CONTRACT SERVICES AGREEMENT

RECEIVED
JAN 07 2010

THIS AGREEMENT, effective January 1, 2010, by and between the City of Greenbush, a Municipal Corporation in Roseau County, Minnesota, hereinafter known as the first party and the Juneberry Township, a Municipal Corporation in Roseau County, Minnesota, hereinafter known as the second party.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said Juneberry Township, services of the first party's fire department, and the electors of said township having pursuant to law, provided a fund for the furnishing of such service, and

WHEREAS, the first party has by appropriate action authorized its Mayor and Clerk to enter into a contract with the second party for the furnishing of said service.

NOW, THEREFORE, it is mutually agreed between the parties hereto, that for a period of three (3) years from and after the date hereof, the Fire Department of the first party will answer any and all fire calls of the residents in the sections of Juneberry Township and will respond to such calls with suitable fire fighting apparatus manned by at least three members of the Greenbush Fire Department, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay as follows a standby fee of \$ 463.65/year.

It is understood and agreed however, that at times weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such service, in which event, failure to furnish the service herein agreed upon, shall not be taken to be a breach of this agreement.

It is further agreed that this contract shall continue to be in effect for a period of not more than three (3) years with the privilege of canceling by either party with a written notice within thirty (30) days. Contract Date: January 1, 2010 through December 31, 2012.

IN WITNESS WHEREOF, the respective parties have caused this instrument to be executed by respective officers thereof and the respective seals of the parties to be affixed thereto.

CITY OF GREENBUSH, A MUNICIPAL CORPORATION OF ROSEAU COUNTY.

Scott R. Wood 1-4-10
Mayor Date

Christa Hork 1-4-10
Clerk Date

JUNE BERRY TOWNSHIP, A MUNICIPAL CORPORATION OF ROSEAU COUNTY

[Signature] 12/29/09
Chairman/Supervisor Date

[Signature] 12/29/09
Clerk Date

ITEM # Sheriff 1a
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Gust, Steve ▼	Sheriff ▼	Mar ▼ 12 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Dispatch Correctional Officer Hire

***Background (Provide sufficient detail of the subject):**
 Requesting approval to hire Stephanie Schwartz as a part-time Dispatch/Correctional Officer at a Grade 5 Step B and Katie Holt as a part-time Dispatch Correctional Officer at a Grade 5 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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

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



*Person Responsible for Request	*Department	*Board Meeting Date		
Pelowski, Jeff ▼	CC/ESD ▼	Mar ▼	12 ▼	2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2013 County Meeting Schedules

***Background (Provide sufficient detail of the subject):**
 The Board will discuss adopting a universal start time of 9:00 a.m. for all County meetings where the Board is present.

***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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

ITEM # Cty Bd 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request
Anderson, Dave

*Department
Social Services Director

*Board Meeting Date		
Mar	12	2013

*Subject Title (As it will appear on the agenda):
Approve appointment of Kerri Byfuglien as Accounting Technician

*Background (Provide sufficient detail of the subject):
The Social Services Board has authorized hiring an Accounting Technician in the Social Service Agency. This position will meet the current staffing needs of the accounting department and allow for succession planning for the future. The position is a Grade 5. Dave is requesting Step E at \$19.65 per hour. This wage is necessary as Kerri is already an employee of the agency and will not accept the Accounting Technician position if it requires a cut in salary. The Board also will need to authorize filling the Eligibility Worker position that will become open when Kerri moves to the accounting department.

*Financial Consideration:
This position is in the agency budget.

*Legal Consideration:

*Other Consideration:
This is a very good hire and sets the agency on track for smooth succession a few years from now when Dave and Gwynne retire. Succession planning is a priority for the Social Servies Board.

*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	
Falk						Passed
Foldesi						
Miller						Failed
Phillipe						
Swanson						Tabled

ATTEST: Jeff Pelowski, Coordinator

ITEM # Cty Bd 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Grand, Pam	Recorder	Mar 12 2013

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Office Floater Position Hire

***Background (Provide sufficient detail of the subject):**
The recommendation of the 4 member interview team, (CC/ESD Pelowski, Chief Deputy Hauger, Recorder Grand & Commissioner Miller), is to hire June Wensloff as Office Floater, at a Grade 4, Step E. The 3 applicable Department Heads concur with the recommendation.

***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, Coordinator

ITEM # Cty Bd 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
<input type="text"/>	<input type="text"/>	Mar <input type="text"/> 12 <input type="text"/> 2013 <input type="text"/>

Amount of time being requested:

*Subject Title (As it will appear on the agenda):
Commissioner 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	
Falk	<input type="text"/>	Passed <input type="text"/>				
Foldesi	<input type="text"/>					
Miller	<input type="text"/>	Failed <input type="text"/>				
Phillipe	<input type="text"/>					
Swanson	<input type="text"/>	Tabled <input type="text"/>				

ATTEST: **Jeff Pelowski, Coordinator**

Roseau County Board
March 2013 Committee Report
Glenda A. Phillippe
District One

February 26 – Warroad Community Ed - Warroad

February 26 – Roseau County Board – Roseau - COW

February 26 – Warroad Community Park – Warroad

Held open house at City Hall for new park in Warroad. Ground will be broken June 2013

February 26 – Township Officials – Roseau

Meeting at city center; auditor, assessor, sheriff, board chair presentations.

February 27 - Warroad Watershed – Warroad

Reviewed LUP draft; recorded corrections will be sent from Warroad and Roseau watersheds for DNR consideration

February 28 – Legacy/Parks and Trails - Roseau

Web Ex (9:00-2:00); finalized member expectations/statutes document; survey for members participation; update on Senate Legacy Committee Hearing on funding; update on metro region legacy projects; advocacy approach for funding; update from subcommittees; meeting/dates/locations for 2013.

March 5 – Working Session – Roseau

March 5 – Community Park – Warroad

Meeting with park architects.

March 6 – Operations – Roseau

March 11 – Warroad City Council – Warroad

March 11 – Warroad School Board - Warroad

March 12 – Roseau County Board – Roseau

March 12 – Lake Township – Warroad

Elections/annual meeting.

March 18 – RCCoA – Roseau

March 18 – Public Health – Roseau

March 19 – Social Services – Roseau

March 19 – Highway Dept. - Roseau

JACK SWANSON COMMITTEE REPORTS

FEB 26, 2013 - NW REGIONAL RADIO BOARD; met w/ police and fire dept chiefs and EMS - consensus is to remain status quo with emergency communications system (i.e. not not "go ARMER")

FEB 26, 2013 - ROSEAU COUNTY TOWNSHIPS OFFICERS ASSOCIATION ANNUAL MEETING; Jon Johnson re-elected chair

FEB 27, 2013 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; moved to sell 2 of 4 tax-forfeited lots received from Roseau County

FEB 27, 2013 - ROSEAU COUNTY AFFORDABLE HOUSING FUND COMMITTEE; teleconference with Minnesota Housing, etc on grant funding for construction of single-family homes; state officials will continue meetings with Polaris and Marvin Windows

MARCH 4, 2013 - LEGISLATIVE COMMITTEE; conversation with Rep Erik Simonson on HF 449 and HF 669; Roseau County is concerned about potential loss of 911 funding; Rep Simonson said he will amend the bill at it's first hearing to remove 911 money as a funding stream for his bills

MARCH 4, 2013 - ROSEAU CITY COUNCIL

MARCH 5, 2013 - COMMITTEE OF THE WHOLE

MARCH 5, 2013 - SCENIC BYWAY COMMITTEE; continued discussion on marketing ideas for the Highway 11 corridor

MARCH 6, 2013 - SHERIFF'S COMMITTEE

MARCH 6, 2013 - OPERATIONS COMMITTEE

MARCH 6, 2013 - COMMUNITY JUSTICE COORDINATING COMMITTEE

MARCH 7, 2013 - NORTHERN COUNTIES LAND US