

April 23, 2013

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on April 23, 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. Kathy Carney, DEED Field Operations Manager
2. Tracey Halstensgard, Roseau River Watershed Administrator

9:45 Consent Agenda

1. Proceedings
2. Law Enforcement REAM Grant
3. Integrated Services Consultants Agreement for 2013 Mitigation Plan
4. Minnesota Lawful Gambling Permit
5. Comp Activity Report

10:00 Department Reports

1. Auditor
 - a. Ordinance Numbering
2. Social Services
 - a. Eligibility Worker Hire
3. HSEM
 - a. Hazard Mitigation Steering Committee
4. Highway
 - a. FEMA Contracts

10:30 BREAK

10:45 County Board Items

1. Legislative Update
2. Commissioner Committee Reports

11:30 Unfinished Business

11:30 Adjourn

***Limited to five minutes**

ITEM # Appt 1

REQUEST FOR BOARD ACTION

* Required Fields



Requestor	*Department	*Board Meeting Date		
Kathy Carney ▼	DEED ▼	Apr ▼	23 ▼	2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Kathy Carney, DEED Field Operations Manager

***Background (Provide sufficient detail of the subject):**
Kathy has requested a meeting with the Board to discuss the services DEED can provide to Roseau County.

***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 # Appt 2

REQUEST FOR BOARD ACTION

* Required Fields



Requestor	*Department	*Board Meeting Date
Tracey Halstengard	RRWD	Apr 23 2013

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
Tracey Halstengard, Roseau River Watershed District

***Background (Provide sufficient detail of the subject):**
RRWD Administrator Tracey Halstengard will meet with the Board to provide an update on current Watershed projects.

***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



P.O. BOX 26 ~ 108 3rd Ave SW ~ Roseau, MN 56751

PHONE: (218) 463-0313 FAX: (218) 463-0315 EMAIL: rrwd@mncable.net WEBSITE:

ROSEAU COUNTY BOARD

REPORT- April 23, 2013

- **Hay Creek/Norland**- The structures have been serviced and all equipment is in working order. We are anticipating operating the structures in accordance with the Operating Plan this spring if the need arises.
- **Beltrami** – A Project Team meeting was held April 17th. A sub-committee will be meeting in early May to draft a purpose and need statement for the proposed project area. The DNR has committed to constructing a detention project on State land. We are working to determine alternatives to provide the best storage with the least amount of negative impacts.
- **RRWMA**- At the March meeting, the board accepted the Preliminary Engineer's Report and a Public Hearing was held during the April 3rd Board meeting. As part of the process, comments on the report were received from the DNR and COE. A Project Team meeting was held April 17th to discuss the comments. Representatives from the District and permitting agencies will be meeting in early May to gather more information and answer questions and move toward permitting and final engineering.
- **Palmville** - Technician McCormack and two board managers did a site inspection of the structures this spring. The structures were in good repair and operable if the need arises.
- **Duxby Levee** - The District will be involved in maintenance this summer. This will include removing brush and trees from the dike, filling in ruts in the top of the dike and repair of damaged culverts.
- **Staff gage installation** – This summer Technician McCormack will be installing several stream gages throughout the District. We have a map of current/previous gage sites, but welcome input as to other possible locations.
- **CR 112** – The Board has contacted Attorney Kurt Deter as to the appropriate course of action for this proposed project. If the project proceeds under MN Stat. 103D.605, the intent of the District would be to collaborate with the County and local landowners to construct the project. HDR Engineering has also been consulted.
- **BWSR Clean Water Grant** – The District received funds to install sidewater inlets in the WD #3 system. We will construct as many inlets as funds will allow in that system.

The next meeting of the Roseau River Watershed District is **May 1, 2013 at 8:00 a.m.** in the Roseau River Watershed office.

ITEM # Consent 1
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Miller, Ann Marie ▼	Admin Asst ▼	Apr ▼ 23 ▼ 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 April 9, 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	<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

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

April 9, 2013

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, April 9, 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, Todd Miller, Glenda Phillippe and Jack Swanson. Commissioner Mark Foldesi was excused.

APPROVAL OF AGENDA

Acceptance of a 2013 Capital Grant Contract was added to the Consent Agenda. A motion to approve the amended agenda was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

CC/ESD Pelowski announced that MN Power will be in Greenbush on April 16th and Roseau on April 17th to hold public meetings on the proposed substation/power line project. Pelowski also announced an upcoming FEMA Flood Plain Map meeting to be held on April 30, 2013 at the Roseau City Center.

APPROVE BILLS

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

Warrants Approved For Payment 3/28/2013

Vendor Name	Amount
AFLAC	3,305.50
ESTATE OF MARTIN BERG JR	4,966.00
MN ENERGY RESOURCES	2,593.94
19 Payments less than 2,000.00	4,960.31
Final Total:	15,825.75

Warrants Approved For Payment 4/04/2013

Vendor Name	Amount
DEARBORN NATIONAL LIFE INSURANCE CO	2,232.69
JOHNSON/LAURE A	4,054.88
NW MN SERV COOP-BLUE CROSS BLUE SHIELD	63,502.00
PRUDENTIAL	2,206.44
RIVERFRONT STATION	2,215.66
14 Payments less than 2,000.00	7,042.50
Final Total:	81,254.17

Warrants Approved On 4/09/2013 For Payment 4/12/2013

Vendor Name	Amount
BALLARD MOTOR CO	2,053.44
CDW GOVERNMENT INC	10,526.88
FARMERS UNION OIL CO-LK BRNSN	4,222.98
GRAINGER INC	2,439.91
H & L MESABI INC	16,788.14
MAR-KIT LANDFILL	30,390.90
MN COUNTIES COMPUTER COOP	2,068.85
MSOP-MN SEX OFFENDER PROGRAM-D 462	3,651.20
NORTHERN RESOURCES COOPERATIVE	14,597.63

NORTHLAND TIRE	3,172.97
REGENTS OF U OF MINNESOTA	16,387.50
ROSEAU CO COOP ASSN	11,305.93
ROSEAU CO TREASURER	22,345.34
SAFETY COMPLIANCE SERVICES-DBA	3,350.00
SJOBORG'S INC	2,668.25
STAN'S COMMUNICATIONS INC	17,450.35
ZIEGLER INC	9,370.13
72 Payments less than 2,000.00	26,579.05
Final Total:	199,369.45

CONSENT AGENDA

A motion to adopt the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously. The Board, by adoption of its Consent Agenda, approved the March 26, 2013 Proceedings; approved the Roseau County Trailblazers 2nd Benchmark in the amount of \$30,452.10; approved the 2013 Boat and Water Safety Grant Agreement in the amount of \$1,730.00; approved a seven (7) month Agricultural Land Lease Agreement with Rodney Sikorski; approved a Service Contract with Keith Block for Subsurface Sewage Treatment System soil verification beginning January 1, 2013 through December 31, 2013; approved the Trusight Pay Plan; approved resolution #2013-04-01 in support of Larry Kramka, Houston Engineering, serving on the EPA Connectivity Study Committee; approved June 18, 2013, 6:00 p.m., as a Special Meeting for the Board of Appeal and Equalization; approved the State of Minnesota Next Generation 911 Grant Agreement; approved advertising to hire a regular part-time Emergency Manager; and approved a 2013 Capital Grant Contract to assist in the purchase of an additional bus for Far North Transit.

DELEGATIONS/BOARD APPOINTMENTS

Maria Pahlen, DWI Court Coordinator

Ms. Pahlen met with the Board to review DWI Court activities. Pahlen provided the Board with program statistics on current participant employment (9 out of 10 are employed), education (9 out of 10 have High School Diploma, GED or better) and recidivism (Roseau County 7%, State 50-60%). In addition, Pahlen indicated the approximate savings to Roseau County due to the DWI Court Program is \$263,070.00. Pahlen invited the Board to the Five Year Anniversary Celebration planned for the DWI Court on Tuesday, April 16, 2013 beginning at 1:00 p.m.

Mary Hilbrand – Minnesota Homeland Security and Emergency Management

Ms. Hilbrand met with the Board to discuss plans for filling the Emergency Manager position. Hilbrand explained State mandates which require Counties to staff an Emergency Manager and also reviewed grant guidelines for funding this position.

DEPARTMENT REPORTS

Highway Department

Engineer Ketring met with the Board to seek approval of the County's 2013 Bituminous Asphalt and Seal Coat Contracts.

A motion to approve a contract with Knife River Materials, (SAP 068-613-021 - CSAH #13, SAP 068-620-008 - CSAH #20, 068-635-006 - CSAH #35), for bituminous asphalt projects in the amount of \$2,590,667.40, was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

A motion to approve a contract with Morris Sealcoat & Trucking, Inc., (SAP 068-602-042 - CSAH #2, SAP 068-615-006 - CSAH #15, and SAP 068-622-005 CSAH #22), for seal

coat projects, in the amount of \$545,891.29, was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

COUNTY BOARD ITEMS

Legislative Update

CC/ESD Pelowski updated the Board on this week's legislative activity. Pelowski noted that the ditch tax, legacy funding, and PILT may be addressed. The Board, by consensus, directed Pelowski to send correspondence in support of PILT legislation and ditch tax reform to the appropriate committee representatives in St. Paul.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Highway Committee, 3/26/13; County Board Committee of the Whole, 4/2/13; Land Asset Committee, 4/2/13; Sheriff's Committee, 4/3/13; Operations Committee, 4/3/13; Labor Negotiation Committee, 4/4/13; MnUSA Snowmobile Trail Meeting, 4/6/13; MnDOT meeting with District Highway Engineers and Commissioner Zelle, 4/8/13; Soil and Water Conservation District meeting, 4/9/13.

Commissioner Miller reported on the following committee(s): Highway Committee, 3/26/13; County Board Committee of the Whole, 4/2/13; Land Asset Committee, 4/2/13; Sheriff's Committee, 4/3/13; Operations Committee, 4/3/13; Conference Call with DNR Commissioner Landwehr, 4/3/13; Roseau River Watershed District, 4/3/13; Warroad County Shop meeting, 4/5/13; MnDOT meeting with District Highway Engineers and Commissioner Zelle, 4/8/13; Warroad Farmer's Union annual meeting 4/8/13.

Commissioner Phillipe reported on the following committee(s): County Board Committee of the Whole, 4/2/13; Land Asset Committee, 4/2/13; Sheriff's Committee, 4/3/13; Operations Committee, 4/3/13; Community Justice Coordinating Committee, 4/3/13; Greater MN Parks and Trail Coalition, 4/4/13; Warroad County Shop meeting, 4/5/13; Warroad City Council, 4/8/13.

Commissioner Swanson reported on the following committee(s): Highway Committee, 3/26/13; Extension Committee, 3/26/13; NW Minnesota Housing and Redevelopment Authority, 3/27/13; Roseau Economic Development Authority, 3/27/13; Roseau Convention and Visitors Bureau, 4/1/13; Roseau City Council, 4/1/13; County Board Committee of the Whole, 4/2/13; Land Asset Pilot Project, 4/2/13; Sheriff's Committee, 4/3/13; Operations Committee, 4/3/13; Community Justice Coordinating Committee, 4/3/13.

Upon motion carried, the Board adjourned the regular meeting at 12:05 p.m. The next regular meeting of the Board is scheduled for April 23, 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 Gust, Steve	*Department Sheriff	*Board Meeting Date Apr 23 2014		
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***Subject Title (As it will appear on the agenda):**
 Grant for "Remote Electronic Alcohol Monitoring" (REAM)

***Background (Provide sufficient detail of the subject):**
 REAM is the device through the Department of Corrections for the monitoring of inmates/clients out of the jail setting.

***Financial Consideration:**
 Grant is for eight thousand dollars per year.

***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

STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its commissioner of corrections (State), and **Roseau County Sheriff's Department** (Grantee), 604 - 5th Avenue SW, Roseau, MN 56751-1476.

Recitals

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

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date: July 1, 2013**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date: June 30, 2015**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

3 Time

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

4 Consideration and Payment

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

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

Compensation. The Grantee will be paid:

Fiscal Year 2014 (Year 1)

\$8,000	Remote Electronic Alcohol Monitoring
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Fiscal Year 2015 (Year 2)

\$8,000	Remote Electronic Alcohol Monitoring
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Any unused grant funds from Year 1 of the grant agreement may be applied to Year 2 of the grant agreement. Any unused grant funds from Year 1 will be spent in Year 2 before Year 2 funds are utilized.

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

- (1) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (2) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$16,000**.

4.2. **Payment**

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

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

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

5 Conditions of Payment

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

6 Authorized Representative

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

The Grantee's Authorized Representative is **Steven J. Gust, Sheriff, Roseau County Sheriff's Department, 604 - 5th Avenue SW, Roseau, MN 56751-1476**. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

9 State Audits

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

10 Government Data Practices

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

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

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

15 Data Disclosure

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

16 Fiscal Reporting Requirements

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

17 Program Evaluation

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed	<i>Eusea Thomas</i>
Date	<i>04/10/2013</i>
Encumbered SWIFT Contract/PO No.	<i>60831 / 3-26172</i>

2. GRANTEE:

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

By	<i>[Signature]</i>
Title	<i>Sheriff</i>
Date	<i>April 16, 2013</i>

By	
Title	
Date	

3. STATE AGENCY:

Agency signatory approves grant agreement

By	
Title	
Date	

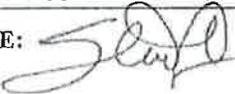
Distribution:
DOC Financial Services Unit
Grantee
State's Authorized Representative - Photo Copy

PROGRAM INFORMATION SHEET
 Remote Electronic Alcohol Monitoring
 FY 2014- FY 2015

This form is to be used as the cover sheet for your application. Submit one (1) original unstapled and 3 (3) stapled copies of the complete application. This form needs to be completed in its entirety.

APPLICANT ORGANIZATION - LEGAL NAME AND ADDRESS: This is the <u>fiscal agent</u> with whom the agreement will be executed.	Agreements will not be processed without the fiscal agent's Minnesota Tax ID Number and Federal Employer ID Number.
Roseau County Sheriff's Department 604 5 th Ave. SW Roseau, MN 56751	MN Tax ID#: 802-73-24 Federal Employer ID#: 41-6005889 State Vendor # (If known):
PROGRAM NAME: (If different from applicant agency)	PROGRAM AUTHORIZED REPRESENTATIVE NAME AND TITLE: Steven J. Gust, Roseau County Sheriff Telephone Number: (218) 463-1421 E-mail address: steve.gust@co.roseau.mn.us FAX #: (218) 463-2805

AMOUNT OF FUNDS REQUESTED: FY 2014: \$8,000 FY 2015: \$8,000	GRANT START DATE: 07/01/2013	GRANT END DATE: 06/30/2015
SERVICE AREAS: List cities or counties you will be serving. Roseau County ESTIMATED POPULATION OF SERVICE AREAS: 15,629		

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.	
AUTHORIZED SIGNATURE:  TITLE: Roseau County Sheriff	DATE: 03/22/2013

PROGRAM DESCRIPTION, Part I
Remote Electronic Alcohol Monitoring
FY 2014-2015

Use no more than 4 pages to describe your REAM program, addressing ALL (1 through 7) of the following:

1. REAM protocols/procedures

Provide a brief description of protocols/procedures for your REAM program, including procedures to ensure that violators of the no alcohol use condition receive swift consequences of the violation. *See #3 below.*

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

Briefly describe how your agency works together with the court and law enforcement agencies in running the REAM program. *See #3 below.*

3. Your agency's tasks and responsibilities

Briefly describe your agency's tasks and responsibilities in carrying out the REAM program.

During the pre-trial phase of prosecution, the District Court Judge will set the defendant's conditions of release. If Remote Electronic Home Monitoring is an option and the defendant has qualified for Public Defender services, the defendant will be eligible for REAM grant assistance to cover 50% of the cost of REAM services. The defendant will be required to pay the other 50% of the cost.

When a defendant is eligible for remote electronic alcohol monitoring and REAM grant assistance, Roseau County Sheriff's Department staff will contact its electronic monitor equipment vendor, Midwest Monitoring and Surveillance Alcohol Monitoring (hereinafter MMSAM) and make arrangements for hook-up and ongoing monitoring of the defendant. The defendant reports to the Roseau County Sheriff's Department where an independent contractor from the vendor will place an electronic bracelet on the defendant's leg to ensure the defendant's presence in the home. Since the alcohol monitoring equipment utilizes voice recognition technology, the defendant will speak specific words and phrases into a black box to verify it is the defendant speaking into the phone when the vendor contacts the defendant for a random breath sample. Additionally, Roseau County Sheriff's Department staff will conduct an intake interview with the defendant, obtain all necessary information for the REAM Data Collection Instrument, and collect the defendant's 50% share of the cost of REAM services.

Grant funds will be placed into and paid out of a separate account. All electronic monitoring program costs will be reviewed and approved by the Roseau County Sheriff who will notify the County Auditor to pay out the grant funds to the respective electronic monitoring vendor.

The Roseau County Sheriff's Department will work closely with the electronic monitor equipment vendor, MMSAM, to insure compliance with pre-trial conditions of release, MMSAM will contact the defendant up to six times daily, as ordered by the Court, to verify the subject's presence in the home and/or test for the presence of alcohol in the subject. A defendant will test positive for presence of alcohol in his or her system with a breath sample of .01 or higher. MMSAM will notify the Roseau County Sheriff's Department of all violations. Violators will be taken into custody by Sheriff's Deputies immediately and incarcerated until they appear before the District Court Judge, at which time their conditional release will be revoked. If the violator is on probation, the probation officer will also be notified.

During the post-sentencing phase of prosecution, when Remote Electronic Alcohol Monitoring is an option of a defendant's sentence, the District Court Judge will determine whether the defendant qualifies for REAM grant

assistance at the time of sentencing using the same eligibility guidelines as those for Public Defender services. If the defendant qualifies for grant assistance, 50% of the cost of REAM services will be paid for with grant funds. The defendant will be required to pay the other 50% of the cost.

When a defendant is eligible for remote electronic alcohol monitoring and REAM grant assistance, Roseau County Sheriff's Department staff will contact its electronic monitor equipment vendor, MMSAM and make arrangements for hook-up and ongoing monitoring of the defendant. Roseau County Sheriff's Department staff will conduct an intake interview with the defendant, obtain all necessary information for the REAM Data Collection Instrument, and collect the defendant's 50% share of the cost of REAM services.

Grant funds will be placed into and paid out of a separate account. All electronic monitor program costs will be reviewed and approved by the Roseau County Sheriff, who will notify the County Auditor to pay out the grant funds to the respective electronic monitoring vendor.

The Roseau County Sheriff's Department will work closely with the electronic monitor program vendor, MMSAM to insure compliance with conditions of release. MMSAM will contact the defendant up to six times daily, as ordered by the Court, to verify the subject's presence in the home and/or test for the presence of alcohol in the subject. A defendant will notify the Roseau County Sheriff's Department of all violations. Violators will be taken into custody by the Sheriff's Deputies immediately and incarcerated until they appear before the District Court Judge, at which time Remote Electronic Alcohol Monitoring will be revoked and any stayed sentence will be executed. If the violator is on probation, the probation officer will also be notified.

4. Vendor name and tasks and responsibilities

Provide the name(s) of your REAM vendor(s) if you are using vendors, and describe the services they provide for your REAM program.

Roseau County's REAM vendor is Midwest Monitoring and Surveillance Alcohol Monitoring and the vendor provides remote electronic alcohol monitoring services via alcohol telephone.

5. Equipment

Provide a list of the kinds of equipment used (make or model), and a very brief description of each piece of equipment, including those that perform *breath* or *skin (dermal)* alcohol testing.

Roseau County uses a Sobrieter to conduct remote electronic alcohol monitoring. The Sobrieter is a piece of equipment connected to a telephone that is used to perform a random breathalyzer using voice recognition technology. The electronic monitor equipment vendor, Midwest Monitoring and Surveillance Alcohol Monitoring, calls the defendant, the defendant breathes into the unit and the unit detects alcohol levels.

6. Per diem rate or cost of equipment and repair

What is the per diem rate or the cost to lease each type of equipment used, if you are using a vendor? If using your own equipment, how much do they cost to purchase and repair?

The per diem rate is \$9.00 per day.

7. REAM grant subsidy method

REAM grants are specifically for DWI offenders who are unable to fully pay for the daily cost of remote electronic alcohol monitoring. How does your program determine whether someone can pay the full cost or should be subsidized by the grant? (*If using a sliding fee scale to determine an offender's ability to pay, please include the scale with your proposal*).

In both pre-trial release and post-sentencing cases, applicants will qualify for REAM grant funds if the District Court Judge determines that they meet the eligibility guidelines for State Public Defender services. If an applicant qualifies for REAM grant assistance, 50% of the cost of Remote Electronic Alcohol Monitoring will be covered by grant funds. The applicant will be ordered to pay the balance of their electronic monitoring costs by the Court.

A sliding fee scale will not be used to establish different subsidy amounts for applicants based on income.

PROGRAM DESCRIPTION, Part II

**Remote Electronic Alcohol Monitoring
FY 2014-2015**

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

Calendar Year	Number of DWI offenders who paid in full (not subsidized by the REAM grant)	Number of DWI offenders who were partially subsidized by the REAM grant	Number of offenders who were fully subsidized by the REAM grant
2012		31	
2013		20	

B. For new REAM programs or REAM programs that were not previously funded by the DOC, please provide an estimated number of DWI offenders that will participate in the REAM program per year:

- _____ DWI offenders who pay in full (not subsidized by the REAM grant)
- _____ DWI offenders who are partially subsidized by the REAM grant
- _____ DWI offenders who are fully subsidized by the REAM grant

C. What breath or blood alcohol level is considered a positive alcohol phone in (i.e., .02, .03, etc)?

Any breath level test that scores .010 or greater is considered a positive alcohol test.

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

Pretrial release? 50%

Supervised release or probation (post sentence)? 50%

TOTAL ANNUAL BUDGET
Remote Electronic Alcohol Monitoring
FY 2014 – 2015

PROGRAM NAME: Roseau County Sheriff's Department

Unless you expect significant differences in the budgets for FY2012 and FY2013, you need only submit one annual budget form. The budget should detail proposed expenditures for a one-year period. List the sources of all funds needed to meet your proposed budget. Because budgets are best-guess estimates, please round to the nearest dollar. Use only the space provided. Whenever possible, general administrative costs (rent, audit, bookkeeping) should be included in the appropriate line item.

Line Item Expense	A Total Proposal Budget	B Amount Requested from DOC For this Grant
Personnel		
Fringe Benefits	\$8,000	\$8,000
Contract Services		
Travel		
Training		
Printing		
Postage		
Telephone		
Publicity/Advertising		
Rent/Mortgage		
Utilities		
Insurance		
Maintenance/Repair		
Office Supplies		
Program Supplies		
Equipment		
Other (Specify)		
TOTALS	\$8,000	\$8,000

ANNUAL PERSONNEL BUDGET
Remote Electronic Alcohol Monitoring
FY 2014 - 2015

PROGRAM NAME: _____

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

If necessary this form can be reproduced.

Position/Title	*F.T.E. in this Program	DOC Funded Salary (Do NOT include fringe benefits)
Total		

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

ANNUAL BUDGET NARRATIVE
Remote Electronic Alcohol Monitoring
FY 2014 - 2015

PROGRAM NAME: Roseau County Sheriff's Department

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

You do not need to repeat information from the personnel budget.

Pre-Trial Supervision Cases

14.815 cases X 60 days each X \$4.50	\$4,000
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Sentenced Supervision Cases

14.815 cases X 60 days each x \$4.50	<u>\$4,000</u>
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TOTAL FUNDS REQUESTED	\$8,000
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ITEM # Consent 3
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Nelson, Gracia	Emergency Management	Apr 23 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):**
 Accept Professional Services Agreement between Roseau County and Integrated Solutions Consulting (ISC) for the amount of \$25,500 to draft a Roseau County Mitigation Plan.

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

***Legal Consideration:**

***Other Consideration:**
 Current Roseau County Mitigation Plan expired on March 31, 2013. Roseau County advertised for a Mitigation Planner and ISC (Integrated Solutions Consulting) was the only one who responded. The \$25,000 will be reimbursed to Roseau County through a Mitigation Grant.

***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

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (“Agreement”) is effective as of the 24 day of April, 2013, and is entered into by and between Roseau County, (“Client”) and Integrated Solutions Consulting, (“ISC” or “Contractor”).

RECITALS

WHEREAS, the Client desires that Contractor render certain services more fully described herein; and

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Client.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Term: This Agreement, except for the provisions of any section intended to survive this Agreement, shall remain in effect until the Contractor has completed the contracted services as described in the Scope of Work, or at the Contractor’s discretion, the first of the following to occur:

- 2.1 Written Agreement of the Parties to terminate this Agreement;
- 2.2 The expiration of one (1) year from the effective date of this Agreement;
- 2.3 The commencement, voluntary or involuntary, or proceedings in bankruptcy law or assignment for benefit of creditors;
- 2.4 A material breach by either party of the provisions contained herein.

3. Scope of Services: Contractor agrees to provide the services required and, set forth on **Exhibit “A”** including the deliverables set forth therein (“Services”), in accordance with the terms and conditions of this Agreement. The Client may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor’s fees, shall be documented by an amendment to this Agreement.

4. Compensation and Payment: All fees and payment schedule are subject to the terms listed in the Fee Schedule, **Exhibit “B”**.

5. Events of Default and Remedies:

5.1 Events of Default. Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Client or Contractor in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Client or Contractor in this Agreement; (iii) Failure of Contractor to perform in accordance with or comply with the terms and conditions of this Agreement, or (iv) failure of Client to pay fees according to the Fee Schedule, as outlined in Exhibit "B."

5.2 Remedies. In the event Client or Contractor defaults under this Agreement and such default is not cured within thirty (30) calendar days after written notice is given, the non-breaching party may terminate this Agreement immediately. The remedies stated herein are not intended to be exclusive and the Client and Contractor may pursue any and all other remedies available at law or equity.

6. Standards of Performance: Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Client and agrees to cooperate with the Client in performing Services to further the best interests of the Client.

7. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

8. Confidentiality and Ownership of Documents:

8.1 Confidential Information. "Confidential Information" refers to any information provided by one party to the other which is marked "Confidential," described as "proprietary" or "confidential," or which may be part of a trade secret, whether disclosed orally or in writing, or any other information which should reasonably be understood by the receiving party to be confidential information of the disclosing party. "Proprietary Information" is all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of the parties, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the parties in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the parties. All Proprietary Information not generally known outside of the parties' organizations, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

8.1.1 formulas, algorithms, logic, functionality, research and development techniques, processes, trade secrets (including as defined in 765 ILCS 1065/2(d)), computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

8.1.2 information about costs, profits, markets, sales, contracts and lists of customers, and distributors;

- 8.1.3 business, marketing, and strategic plans;
- 8.1.4 forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and
- 8.1.5 employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which ISC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the parties, whether or not such information is identified as Confidential Information by either party.

8.2 Existence of Confidential Information: ISC owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by ISC to Client, but also information developed or learned by Client during the course of his/her relationship with ISC, including but not limited to the development of the software or the completion of the deliverables under the Statement of Work.

8.3 Protection of Confidential Information: Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own Confidential Information and shall not use, disclose, provide, or otherwise make available, in whole or in part, such Confidential Information to any person or entity, except as necessary to execute the Statement of Work. Subject to the foregoing, a party may disclose the Confidential Information of the other party to any of its employees, agents, or contractors with a need to know such information to the extent necessary for that party to perform its obligations under this Agreement, provided the individuals to whom disclosure is made are bound to protect the confidentiality of such Confidential Information and comply with the limitations of this Agreement

Further, Client agrees not to, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in its assigned duties and responsibilities under the Statement of Work and for the benefit of ISC, any of ISC's Confidential Information, either during or after Client's relationship with ISC. Client agrees not to publish, disclose or otherwise disseminate such information without prior written approval of the Principle of ISC. Client acknowledges that it is aware that the unauthorized disclosure of Confidential Information of ISC may be highly prejudicial to ISC's interests and an improper disclosure of trade secrets.

Client agrees to execute, and to cause its employees and contractors to execute, such agreements, waivers, and other documents as may be reasonably required by ISC and/or any of ISC's customers, contractors, and/or any other third-party that ISC may identify, in order to complete any software, deliverables, and works as identified by this Agreement and within subsequent Statement of Work.

8.4 Delivery of Confidential Information: Consistent with this Agreement, upon request or when Client's relationship with ISC terminates, Client will immediately deliver to ISC all

copies of any and all materials and writings received from, created for, or belonging to ISC including, but not limited to, those which relate to or contain Confidential Information.

Neither Contractor nor Client shall issue publicity news releases nor grant press interviews, except where first agreed upon by the parties or as may be required by law, during or after the performance of the Services, nor shall Contractor or Client disseminate any information regarding Services without the prior written consent of the parties. Contractor and Client agree to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor and Client under this Agreement.

The terms of Section 8 of this Agreement, shall survive the expiration or termination of this Agreement.

9. Ownership: Except as otherwise specified in Exhibit A, any deliverables developed in accordance with the Scope of Work shall be considered works for hire in accordance with the United States Copyright Act, 17 U.S.C. §101, and shall be the sole property of the Client. Any software, confidential information, or other work product developed independently by ISC before the effective date of this Agreement, and improved upon, modified, or otherwise developed or expanded upon, during the Term of this Agreement, even if done at the Client's request and/or direction, shall remain the sole and exclusive property of ISC, and no right, title, interest, or license shall be deemed to arise in or for Client, except that a limited license to use the product, work, or other documents may be presumed to exist, unless ISC notifies client otherwise. In the event that the deliverables or works specified within the Scope of Work, or any part or portion thereof shall be deemed not to constitute works made for hire, or in the event that the Client should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any deliverables or works specified within the Scope of Work, or any part or portion thereof, ISC agrees to assign to Client, without further consideration, its entire right, title and interest in and to each and every such part or portion of the deliverables or works specified within the Scope of Work, subject to its rights and interests identified in this Section.

10. Representations and Warranties of Contractor: Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

10.1 Compliance with Laws. Contractor is and shall remain in compliance with all local, state and federal laws relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Client policies and rules.

10.2 Good Standing. Contractor is not in default and has not been deemed by the Client to be in default under any other Agreement with the Client during the five (5) year period immediately preceding the effective date of this Agreement.

10.3 Authorization: Client represents that it has taken all action necessary for the approval and execution of this Agreement (or will take within thirty days) and execution by the person signing on behalf of Client is duly authorized by Client and has been made with complete and full authority to commit Client to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Client.

10.4 **Financing:** Client warrants that they have taken steps necessary to secure financing and warrants they will be able to pay all fees due.

11. Disclaimer of All Other Warranties: THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN THE EVENT THAT ANY PRODUCT, PART, OR OTHER SERVICE IS PROVIDED TO CLIENT BY ISC, ISC SHALL PASS ON WARRANTY COVERAGE TO THE CLIENT FOR ITS BENEFIT. THE SOLE AND EXCLUSIVE REMEDY TO CLIENT SHALL BE REPLACEMENT OF THE ALLEGEDLY DEFECTIVE GOOD, OR REWORK OR REPLACEMENT/REPEAT PERFORMANCE OF THE ALLEGEDLY DEFECTIVE SERVICES. IN ANY EVENT, CLIENT SHALL NOT BE ENTITLED TO ANY INCIDENTAL, CONSEQUENTIAL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, OR PUNITIVE OR EXEMPLARY DAMAGES FOR ANY BREACH OF THIS AGREEMENT BY ISC, EVEN IF WILLFUL.

12. Contractor: It is understood and agreed that the relationship of Contractor to the Client is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Client employee benefits. As an independent contractor Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Client. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Client. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) will be provided upon request prior to payment.

13. Indemnification: Parties agree not to defend, and or not to indemnify each other, their members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of the parties or their employees or its subcontractors under this Agreement.

14. Insurance: At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense appropriate insurance coverage for the Contractor, its employees, officers and independent contractors.

15. Employee Non-Recruit: The Client will not, directly or indirectly, solicit, recruit or induce any employee to (i) terminate his or her employment relationship with the Contractor, or (ii) work for any other person or entity engaged in the Contractor's industry for the duration of the term of this agreement and at east two years thereafter.

16. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt

17. Entire Agreement and Amendment: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. Headings are for convenience only, and shall not be deemed to create or waive any substantive rights.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. Venue will be proper in the Northern District of Illinois or Cook County of Illinois.

19. Waiver: No delay or omission by ISC to exercise any right hereunder shall be construed as a waiver of any such right and ISC reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written

CLIENT	INTEGRATED SOLUTIONS CONSULTING
By: _____	BY: _____

SCOPE OF WORK

ISC will work with the designated Mitigation Plan Update Committee and Roseau County to complete an approved mitigation 5-year plan update.

Subtask 1.1: Coordinate with Mitigation Planning Team

To complete the update ISC will be coordinating with this core group is important to ensure support of the planning process and implementation once the plan is completed. The planning committee will further coordinate with neighborhood groups and other non-profit organizations, state, regional, and local government representatives, businesses and development organizations, federal representatives, elected officials, academic officials, and individuals from neighboring jurisdictions.

Subtask 1.2: Update Process and Identify Hazards

Before the first formal meeting convenes, ISC will develop issues and points of discussion from the information it has collected. After reviewing the information, ISC will prepare an agenda to be sent to the members before the first meeting. The meetings will address the following key points:

- Address FEMA’s requirements for updating mitigation plans; as identified in 44 CFR 201.6(d)(3)
- Identify members’ contribution to the planning process;
- Address preliminary goals and objectives;
- Identify (and debrief) meetings with key community stakeholders and any other bodies that may seem appropriate;
- Distribute questionnaires that will assist in identifying resources that will be needed for successful completion of the project;
- Highlight the progress-to-date and the schedule for the remainder of the planning process, and;
- Solicit input from members.

ISC will conduct five (5) meetings on the hazard mitigation planning update process. These briefings will occur throughout the duration of the project.

Meeting 1: In the kickoff meeting, ISC will describe the rationale behind the mitigation program and answer questions from town participants. This meeting will also include a discussion of roles, responsibilities, decision-making processes, administrative procedures, and communication strategies. ISC will present the participating jurisdictions with a Memorandum of Understanding (MOU for sharing data and information). More detail on the kickoff meeting is depicted in Section III.

Meeting 2: At this meeting, ISC will present a local map with the HAZUS-MH critical facilities plotted. This map will be used to elicit better local information from the planning team. The team will also reprioritize the hazards it feels most affects the community and profile the hazards to model with HAZUS-MH including floods and hazardous materials spills.

Meeting 3: Meeting 3 is typically set as the public meeting and often held in conjunction with Meeting 2 or 4. ISC will present the results of the modeling and risk assessment analyses and will answer questions from the planning team and the public.

Meeting 4: In this meeting, ISC will lead the team in a brainstorming session to list and prioritize mitigation strategies that need to be updated or added.

Meeting 5: In meeting 5, the planning team will meet to review and revise the draft plan before adopting it.

To facilitate continual participation of the Roseau County Hazard Mitigation Planning Committee, ISC will provide regular correspondence to keep the Team abreast of the status of the Roseau County Hazard Mitigation Planning process. This will be accomplished by initiating telephone conference calls, e-mails, interviews, and a limited number of additional meetings, as necessary.

Subtask 1.3: Public Involvement

During the planning/update process, ISC will conduct two public forums and several public outreach activities to solicit public involvement. ISC will conduct two presentations in a public meeting and will assist in answering questions. The first will provide a briefing of the County's updated risk assessment findings and present the first draft of the updated plan (i.e. Meeting 3). The second meeting will present the proposed mitigation goals, objectives and strategies (i.e. Meeting 5). These public meetings will be held immediately following or in conjunction with the County Hazard Mitigation Planning Committee briefings/meetings. Public and key agency involvement at this meeting will provide ISC and the County Hazard Mitigation Planning Committee with different points of view about the needs of the community and help build consensus for the plan, especially among the approving agencies.

Additionally, ISC will provide support and advice to Roseau County's efforts to inform the public about the opportunity to participate in the update process. These efforts may include:

- Advertisements in local newspapers;
- Preparation of public service announcements;
- Distribution of brochures, newsletters and fliers, and;
- Posting information and announcements on the Town web site.

Methods of capturing the public's comments and concerns may include recording or documenting the meetings, providing comment cards, use of easel charts to record comments during question and answer sessions, and memorandums summarizing the proceedings.

Task 2: Assess Risks/GIS Analysis

A community's hazard risk assessment is a critical document that defines a community's strategic common operational picture to mitigate, as well as prepare, protect, respond, and recover to emergencies and disasters. ISC also recognizes that a community's vulnerability assessment and analysis is a definitive measure of the risk associated with each individual hazard. Therefore, in addition to updating the Roseau County's multi-hazard risk assessment for the mitigation plan, the ISC project team will develop planning considerations that Roseau County can integrate into other planning doctrine. This approach will serve as

the foundation for other emergency management initiatives and create increased programmatic efficiencies and a common operational picture. Our team will also assist the community with updating the risk assessment by using HAZUS-MH as an added risk assessment tool.

The ISC Team will rely on its experience developing natural, technological, and political hazard risk and vulnerability assessments for some of the nation's most complex communities and infrastructure systems. Our team's proven methodology ensures:

- Uniformity between hazard categories.
- Utilizes empirical values that can be universally applied to all communities, facilities and systems.
- Employs complex GIS modeling and analysis of probable scenarios to provide planning considerations of social, political and physical impacts.
- Grants the flexibility needed to accurately and systematically integrate the vulnerability assessments of critical assets.
- Provides consistency between the State's approach while addressing the unique characteristics and attributes of the Town of Narragansett.

As part of the community's overall risk assessment, the ISC team will provide an updated analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally; updating the hazard profiles, parameters, and characteristics; assessing possible vulnerabilities not addressed in the previous version; determining probable scenarios; and modeling select hazards.

Subtask 2.1: Update & Identify Hazards

The ISC team will help the county's planning team identify and review all of the hazards that might affect the community, and will narrow the list to the hazards that most likely will impact the community. There is no one source for identifying which applicable hazards may affect the community. The following methods will be used where applicable.

Our team will obtain this information through various avenues, including, but not limited to:

(1) Research of historical documents and data: by accessing newspapers, historical societies, database searches, etc, the ISC team will gather records that may contain dates, magnitude of the events, damage, and further evidence of the past natural disasters in the community.

(2) Review of existing plans and reports: To ensure Roseau County is covering all of the possible hazards, our team will collect and review plans and documents that may have information on multi-hazard planning. Transportation, environmental, dam, or public works reports or plans are examples of documents that may contain relevant information. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. In addition, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards.

(3) Coordination with emergency managers and key stakeholders: In close coordination with the Roseau County's staff and committee, the ISC team will make efforts to coordinate with the

local, state, and federal governments to obtain hazard information, development trends, known vulnerabilities, and past experiences mitigating, responding, and recovering from disasters. Coordination efforts will include:

- Interview pre-identified local officials and pre-identified FEMA officials
- Contacting other resources such as Natural Hazards Center, Hazard Disaster Center, National Weather Service, Association of State Floodplain Managers, International Association of Emergency Managers, etc.

Coordination efforts will be accomplished using the following methods:

- Documented telephone calls and interviews
- E-mail correspondence
- Meetings (if necessary) – in conjunction with previously scheduled client meetings – with key stakeholder representatives

Subtask 2.2: Profile Hazard Events

Utilizing the inventory of local hazards provided by Roseau County and other relevant sources, our team will assist in re-identifying and updating procedures and techniques of the county to quantify all-hazard events depending on their location, duration, intensity, and severity. Because each hazard type has unique characteristics that can impact Roseau County in different ways based on geography, development, population distribution, economic significance, and systematic functions, the information gathered in this step will help determine the assets in the hazard areas that will be inventoried in the next task.

2.2.1 Obtain and create a base map

The ISC team will identify and collect the best available base map information to show the areas that are subject to various hazards. The GIS base map data from the town will be used in conjunction with regional and statewide data.

The base map will be as complete, accurate, and current as possible and will use infrastructure data such as roads and buildings drawn on photo information in geographic relationship (to scale) with measurable horizontal distances. The Town map will provide a common frame of reference to show human and structural assets that should be inventoried.

2.2.2 Obtain hazard event profile information

Using the information obtained in the previous tasks, our team will determine the return frequency and natural hazard occurrences for each hazard. The hazard frequency will be based on the most commonly available information for a particular hazard. A more comprehensive hazard profile that considers all possible events, such as floods with different probabilities, may also be included for specific hazards.

2.2.3 Record hazard event profile information

The ISC team will record the information for each hazard profile. The task will include documenting the source of the various maps such as the new Flood Insurance Rate Maps (FIRMA), revisions to the risk assessment matrix, and recent natural hazard occurrences.

Subtask 2.3: Inventory Assets

Using GIS data management and analysis, an inventory of the Roseau County's assets will be developed based on the five categories defined in DHS/FEMA protocol. This inventory of assets will assist in identifying areas that are subject to the various natural hazards in the subject area. These five categories consist of:

- Essential Facilities
- Transportation Systems
- Lifeline Utility Systems
- High Potential Loss Facilities (financial institutions, government buildings, etc.)
- Hazardous Waste/Materials Facilities

An initial inventory will use the baseline data contained in HAZUS-MH and supplemented by GIS data provided by the Roseau County. The effort includes developing and mapping a general inventory of assets in the community. Using a base map, the ISC team will identify the assets inside areas for each identified hazard that has a defined physical geographic boundary.

Our team will review the inventory to ensure that all facilities, infrastructures, and sectors critical to the continuity of government, operations, and services provided by Roseau County are included in the mitigation planning process. If data is insufficient or clarification is needed, a representative of ISC will contact the client and/or client representative to discuss additional efforts that will be required, as well as possible implications to this project scope and schedule.

Subtask 2.4: Estimate Losses

Our team will conduct four GIS-HAZUS Analysis Models of varying hazard scenarios. The scenarios will be depicted by the client. The ISC team will deliver a Technical Memorandum of Agreement that summarizes the natural, technological, and political hazard profiles and the HAZUS-MH modeling (or other modeling program) scenarios to be performed by our team. This Memorandum of Agreement is to ensure that ISC and Roseau County are in agreement on the HAZUS-MH modeling (or other modeling program) and GIS analysis scenarios that will be conducted.

The loss estimation process will utilize HAZUS-MH modeling (or other modeling program), GIS analysis, historical disaster data and information, and quantitative analysis to estimate the losses to natural and human-induced hazard events in a defined area. Where applicable, our team will use HAZUS-MH structure loss estimation tables with engineering expertise and previous disaster experience to determine the direct loss and primary indirect loss from those hazard events identified in the Technical Memorandum of Agreement. The analysis reports will include the following:

- Estimation of the losses to structures
- Estimation of the losses to contents
- Estimation of the losses to structure use and function
- Projection of human losses
- Estimation of the primary direct and indirect loss

Our team will use HAZUS-MH (or other modeling programs) and GIS analysis to determine which individual assets could sustain the largest potential losses, by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process will produce the following:

- Calculation of the losses to each asset
- Calculation of the estimated damages for each hazard event
- Creation of a map that shows a composite of the areas of highest loss

The objective of the risk methodology is to devise a method to compare and evaluate which hazards are the greatest threats to Roseau County. The ISC team will employ a proven method that has the ability to be uniformly applied to all of the community's hazards. Differences in the hazard's impact area, amount and severity of damage, duration of the event, and direct and indirect economic impacts make it difficult to develop empirical values that can be universally applied to each hazard category. In this subtask, we will leverage our experience to incorporate the numerous other planning considerations that are not captured by GIS hazard loss programs alone. The intent is to provide Roseau County with a hazard loss assessment that is relevant to the attributes of the town.

2.4.1 Integrate with Significant Future Development Trends and Considerations

Future development trends and special considerations (i.e. historical property, environmentally sensitive areas, etc.) can have a significant impact on a community's risk to hazards. The impact of these trends and special considerations on the community's risk is directly proportional to the size of the community, community values, and the significance of the development trend or special consideration. With input from members of the Hazard Mitigation Planning Committee and key stakeholders, our team will analyze the effect of any significant regional future development trends and special considerations identified by Roseau County to determine their positive or negative impacts on the hazard profiles, inventoried assets, or the projected loss.

2.4.2 First Draft of Updated Risk Assessment Section of Multi-Hazard Mitigation Plan

The ISC team will provide Roseau County a draft submittal of the All-Hazard Risk Assessment Report for review and comment. We will schedule and conduct a meeting with the County Hazard Mitigation Planning Committee and general public to provide a briefing of the updated risk assessment in order to build consensus and buy-in from the group. Once these documents are reviewed, we will incorporate changes into the final All-Hazard Risk Assessment Report. A copy of the report will also be provided to the SHMO to be incorporated into the statewide risk assessment. The report will be included in the next phase of the hazard mitigation planning process.

ISC will provide Roseau County with a non-proprietary database in ArcView files of all data collected.

Task 3: Prioritize Mitigation Actions

Effective mitigation actions and preparedness activities are complementary of one another and provide a holistic approach that aligns multiple state and federal directives and funding. The strategies proposed by ISC will ensure compliance with DMA 2000, and will delineate between pre-disaster (FEMA's PDM program) and post-disaster (HMGP 404 and 406) actions. The ISC team will provide technical support to the six hazard mitigation and preparedness categories, as defined by FEMA: prevention, property

protection, public education and awareness, natural resources protection, emergency services and structural projects.

Identifying and prioritizing mitigation actions are the fundamental components of a Multi-Hazard Mitigation Plan. In the previous tasks, hazards were redefined, vulnerabilities were reassessed, and the losses were estimated. Development of a prioritized and updated list of mitigation actions will be developed that will reduce future risks and losses. This task will assist ISC in the following:

- Update goals and objectives
- Identify and reevaluate mitigation actions
- Update the capabilities assessment
- Update mitigation strategies

Subtask 3.1: Review and Analyze the Results of the Hazard Profiles and Loss Estimation

Information revealed in the updated hazard profiles and loss estimation will be used to develop clear mitigation goals. ISC will attend the planning meeting and review the results of the previous risk assessment planning process that outlined the updated hazard profiles with details on the causes of hazards, the likelihood of occurrence, the potential severity, and the extent of areas affected. ISC will review the loss estimation dollar amount of damages for particular hazard events, as well as related economic information like business interruption and revenue losses.

3.1.1 Review the finding of the county's risk assessment

ISC will participate in a workshop to review the risk assessment report and composite maps. The emphasis of the workshop is knowledge and understanding of the causes of the hazards and better preparation for determining mitigation actions.

3.1.2 Develop a list of problem statements based on these findings

The county planning team will take the results of the risk assessment and develop a problem statement to clearly point out which hazard to address first.

Subtask 3.2: Review the Mitigation Plan and Objectives

A multi-hazard mitigation plan defines mitigation goals and objectives for the community. Based upon the hazard profiles, hazard loss, vulnerability and risk assessment, the local planning team will update mitigation goals that articulate the town's desire to protect people and structures, reduce the cost of disaster response and recovery, and minimize disruption to the community following a disaster.

ISC will prepare a Memorandum stating the updated Mitigation Goals and Objectives as identified by Roseau County. Additionally, ISC will schedule and conduct a meeting to review draft mitigation goals and objectives with the County Hazard Mitigation Planning Committee and the general public. ISC will solicit feedback in order to gain buy-in and consensus. The local planning team, with assistance from the contractor, will also update mitigation objectives that define strategies or implementation steps to attain the identified goals.

Subtask 3.3: Identification and Reprioritization of Mitigation Actions

Mitigation actions consistent with the goals and objectives that were previously defined will be reevaluated. The hazard mitigation plan defines the action plan to reduce community loss from future hazard events. In

order to update a plan that can be integrated into other emergency management operational phases, it is important to acknowledge the interdependencies of mitigation with response, recovery, and preparedness functions of emergency management. ISC will explore mitigation actions relevant to:

- Prevention
- Property protection
- Public education and awareness
- All resources protection
- Emergency services
- Structural project

The mitigation actions updated will be evaluated to determine the action's effectiveness and efficiency for preventing, protecting, and reducing damages to the community's assets from natural hazards. Evaluation of these mitigation actions will be based on, but not limited to, the following criteria:

- Technical feasibility
- Economic benefits
- Environmental impacts
- Community acceptance
- Staffing and funding
- Maintenance needs
- Political support
- Legal authority
- Historical projects of similar scope or magnitude

Subtask 3.4: Review the Implementation Strategy

The implementation strategy identifies how Roseau County proposes to achieve its Mitigation goals and objectives. The mitigation action implementation strategy will redefine, identify, and confirm mitigation actions, partners, resources, and schedules.

ISC will prepare a draft Mitigation Implementation Strategy for review by the County Hazard Mitigation Planning Committee. Once reviewed, ISC will incorporate changes to the newly updated Mitigation Implementation Strategy.

Task 4: Complete Multi-Hazard Mitigation Plan Update

The County Hazard Mitigation Planning Committee, with assistance from the ISC, will prepare the Updated Mitigation Plan. The County will assume authorship of the updated plan, and can rely on ISC's dedicated partnership and expertise throughout the process. Although the analyses and compilation of the updated plan will largely be completed by ISC, the county will exercise final decision regarding the outcome of the plan and will be responsible for any additional updates. Final drafts will be delivered to Roseau County and relevant stakeholders. These deliverables will integrate with the business flow at Roseau County and be compliant with Federal, State and local regulations.

Subtask 4.1: Write, Print, and Distribute Draft of the Updated Plan

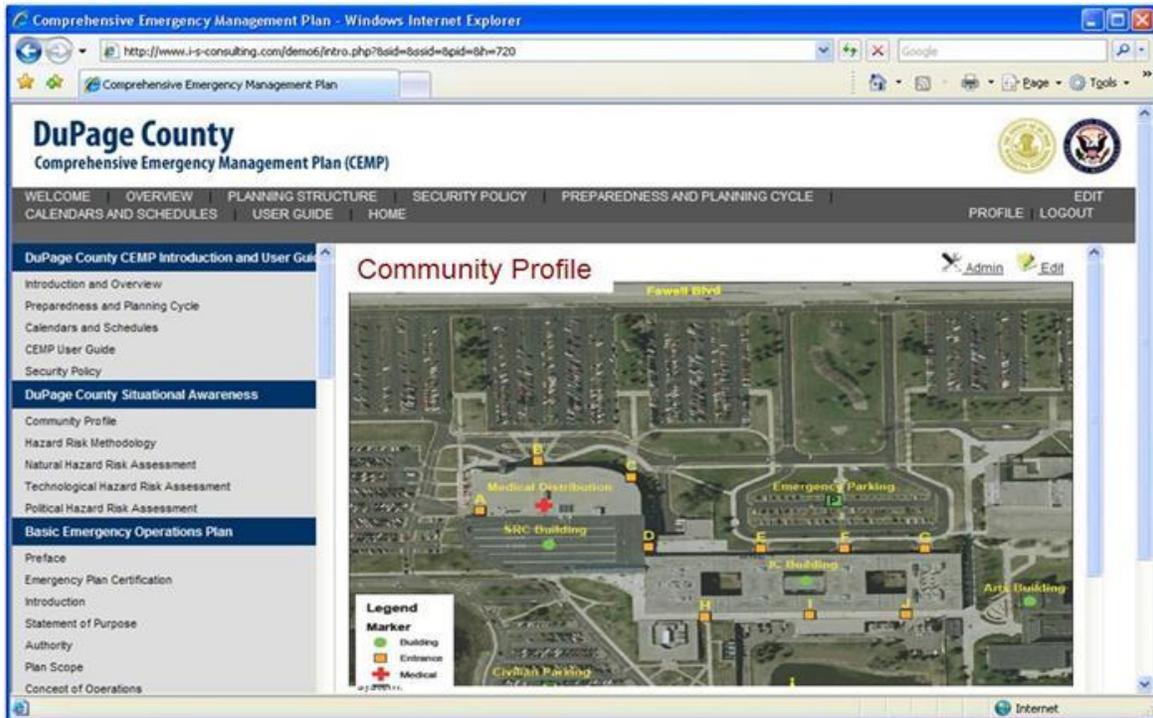
The project team will prepare a draft of Roseau County's Updated Multi-Hazard Mitigation Plan that will document the updated mitigation planning process and address the elements required by 44 CFR 201.6(d)(3).

ISC will assemble information, comments, and reports from the previous tasks. Informational databases, graphics, and maps will also be included in the final plan update in order to visualize the geographic, functional, or systematic relationship between the loss estimation and the mitigation activity chosen. The implementation strategy and overall plan will be supported by a set of plan maintenance and updating procedures for the county. These procedures will be incorporated into the final report. The Plan Maintenance section will ensure that the document continues to be viable and is compliant with both state and federal directives.

To meet DMA 2000 requirements, the document will include a description of the update process; a definition of the planning area identifying who was involved in the process, how they were involved, and methods of public participation that were employed; and a detailed description of the decision-making and prioritization process.

ISC will print the draft plan and distribute the copies to the planning committee members for review.

In addition to providing Roseau County with a plan in hardcopy format (Word and PDF), ISC will also provide the plan via the Odysseus™ System as indicated below:



ISC will also provide ongoing limited technical support in preparing compliance for federal regulations at no extra cost. ISC will provide ongoing limited technical support in the application of Odysseus, mitigation maintenance, and grant development.

Subtask 4.2: Review the Documented Planning Process

The county planning committee will meet (Meeting 5) to review the draft of the update. ISC will also review the final revisions from the planning team.

Task 5: Finalize Updated Plan/Print

ISC will incorporate all of the committee's final revisions and will print thirty (3) copies, and a digital version of the plan to submit to Roseau County within two (2) weeks after the receipt of final review comments. ISC will then submit copies of the final draft to the Minnesota Homeland Security and Emergency Management Agency (HSEM) for approval. HSEM will then submit the plan to FEMA. When approved by FEMA, the Roseau County Mitigation Planning Committee will present the plan before the County Commissioners for formal adoption.

13 SECTION V: SCHEDULE & COST

The estimated cost for this project will be \$25,500.00. We welcome the opportunity to establish a collaborative working relationship with Roseau County. The Project Pricing estimate provided is as a Lump Sum (Not to Exceed) fee estimate for each task of the work described in this Scope of Work. ISC's hourly rate replicates a reasonable salary similar to that of a public employee plus benefits and the associated expenses of self-employment (i.e. overhead).

The title and number of ISC personnel assigned to a task will be dependent upon the unique nature of the task itself. With due regard to the unique needs of our clients, ISC always provides a team that can technically and tactically complete the task order in the most efficient and effective manner.

While ISC does not charge its hourly rate during the time spent traveling, ISC does require that regular costs associated with official travel be reimbursed according to the appropriate Government Service Administrations 2013 per diem schedule.

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



Requestor	*Department	*Board Meeting Date		
Miller, Ann Marie ▼	Admin Asst ▼	Apr ▼	23 ▼	2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 Minnesota Lawful Gambling Permit

***Background (Provide sufficient detail of the subject):**
 The Wannaska Community Center is requesting approval of a MN Lawful Gambling permit in order to conduct a raffle at the Roseau County Fair on July 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

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: <ul style="list-style-type: none"> - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.	Application fee (non refundable) If application is postmarked or received 30 days or more before the event \$50 ; otherwise \$100 .
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ORGANIZATION INFORMATION

Organization name <i>Wannaska Community Center</i>	Previous gambling permit number
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Minnesota tax ID number, if any <i>2681406</i>	Federal employer ID number (FEIN), if any <i>45-3542858</i>
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Type of nonprofit organization. Check one.

Fraternal
 Religious
 Veterans
 Other nonprofit organization

Mailing address <i>Box 102</i>	City <i>Wannaska</i>	State <i>MN</i>	Zip code <i>56761</i>	County <i>Roseau</i>
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Name of chief executive officer [CEO] <i>Gary Bergstrom</i>	Daytime phone number <i>218-425-7487</i>	E-mail address
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NONPROFIT STATUS

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

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

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of **both** of the following:

- a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Roseau Co. Fairgrounds

Address [do not use PO box] <i>Hwy. 310 N</i>	City or township <i>Roseau</i>	Zip code <i>56751</i>	County <i>Roseau</i>
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Date[s] of activity. For raffles, indicate the date of the drawing.
July 26, 2013

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

Bingo*
 Raffle
 Paddlewheels*
 Pull-tabs*
 Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
 The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
 The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name Grimstad

Signature of township officer _____

Title Supervisor Date 4-16-13

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature _____ Date 4-16-13

Print name Gary Bergstrom

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

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

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

Financial report and recordkeeping required

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

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

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

ITEM # Consent 5
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Falk, Roger ▼	District 3 Commissioner ▼	Apr ▼ 23 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 April 2013 Comp Activity Report

***Background (Provide sufficient detail of the subject):**
 FYI - see attached report.

***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

April 2013 Comp Time Activity Report

Department	Beginning Balance	Accrued	Taken	Payout	Ending Balance
Auditor	1.00		1.00		
Assessor	228.38	2.25	2.25		228.38
Attorney	3.84				3.84
Sheriff	702.72	39.38	48.00		694.10
Jail	468.09	21.00	45.60		443.49
Highway Maintenance	1,460.98	366.38	377.25	225.00	1,225.11
Highway Construction	409.40	9.01	46.25	60.00	312.16
Highway Administration	72.48	24.75			97.23
Highway Equip. Maint. & Shop	44.08	3.75	6.00		41.83
Income Maintenance	3.38	8.63	1.50		10.51
Social Services	29.72	36.39	13.26		52.85
Environmental / Transfer Station	285.61	24.75	17.50		292.86
Total	3,709.68	536.29	558.61	285.00	3,402.36

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



*Person Responsible for Request Monsrud, Martie	*Department Auditor	*Board Meeting Date Apr 23 2014
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***Subject Title (As it will appear on the agenda):**
 County Ordinance Clean-up

***Background (Provide sufficient detail of the subject):**
 Reinstating and Renumbering of Roseau County Ordinance #31 Limitation of On-Sale Hours for Alcoholic Beverages. This original ordinance which was approved by County Board Resolution on December 4, 2003. Original Ordinance #31 failed to be certified and attested. Ordinance #31 will be renumbered to be Ordinance #38.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

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

ATTEST: Jeff Pelowski, Coordinator

ORDINANCE NO. 38

ROSEAU COUNTY ORDINANCE FOR THE LIMITATION OF ON-SALE HOURS FOR ALCOHOLIC BEVERAGES

The Notice of Public Hearing was held on Thursday, December 4, 2003 at 2:30 pm. Said Ordinance #31 was adopted by the Roseau County Board of Commissioner on December 4, 2003 but failed to be certified and attested.

The County Board of Roseau County, Minnesota ordains:

No sale of alcoholic beverages, including intoxicating liquor and 3.2 percent malt liquor, for consumption on the licensed premises may be made:

- (1) between 1:00 a.m. and 8:00 a.m. on the days of Monday through Saturday, and
- (2) after 1:00 a.m. on Sundays, except as otherwise provided by Minnesota Statutes annotated, Section 340A.504, subdivision 3.

This ordinance shall become effective upon enactment.

Passed by the Roseau County Board of Commissioners, this _____ day of April, 2013.

Chairman, Roseau County Board of Commissioners

Attest:

Jeff Pelowski, Coordinator/Environmental Officer

Approved as for form and execution:

Roseau County Attorney

ITEM # Soc Serv 2a
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Anderson, Dave	*Department Social Services Director	*Board Meeting Date Apr 23 2013
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***Subject Title (As it will appear on the agenda):**
 Authorize an additional Eligibility Worker position at Social Services

***Background (Provide sufficient detail of the subject):**
 The Social Services Board is recommending that County Board authorize and approve the hire of an additional Eligibility Worker at Social Services. The position is needed to meet the additional caseload growth resulting from the Federal Affordable Care Act. The agency is expected to add over 200 additional income maintenance cases as a result of the new health care law.

***Financial Consideration:**
 This position is county funded. We will receive approximately 50% reimbursement for this position. It's possible Federal Financial Participation could increase up to 75% for perhaps two years but that is not official at this point.

***Legal Consideration:**

***Other Consideration:**
 The agency can not absorb the additional cases without additional staffing.

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

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

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

ATTEST: Jeff Pelowski, Coordinator

ITEM # HSEM 3a

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request	*Department	*Board Meeting Date
Nelson, Gracia ▼	Emergency Management ▼	Apr ▼ 23 ▼ 2013 ▼

Amount of time being requested:

***Subject Title (As it will appear on the agenda):**
 2013 Roseau County Hazard Mitigation Steering Committee

***Background (Provide sufficient detail of the subject):**

We need to identify 8 -12 people who are willing to be on the Hazard Mitigation Steering Committee. This involves 5 or 6 meetings during the next 9 months at which the committee will work with the planner to set a completion time line of the Mitigation Plan, assess risks, prioritize mitigation actions and approve the final plan before it is sent to the state and FEMA.

***Financial Consideration:**

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

***Legal Consideration:**

***Other Consideration:**

Suggestions are: County Board Rep, County Engineer, Jeff Pelowski, a School Superintendent, Township Representatives, the three Watersheds, City Planners, Roseau Hospital, an EMS rep, a Fire Rep, and the Emergency Manager .

***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 # Hwv 4a

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request
Ketring, Brian

*Department
Engineer

*Board Meeting Date		
Apr	23	2013

*Subject Title (As it will appear on the agenda):
Contracts for Five DR 1982 FEMA Projects

*Background (Provide sufficient detail of the subject):
PW 1251, SD 91, Lat. 4 PW 1252, CD 26, Lat. 2 PW 1265, CD 9, Br. 3 PW 1277, JD 61, Lat. 3 PW 1278, CD 7

*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	*Department	*Board Meeting Date
<input type="text"/>	<input type="text"/>	Apr <input type="text"/> 23 <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:

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
April 2013 Committee Report
Glenda A. Phillipe
District One

April 2 – Working Session – Roseau
April 2 – DNR Land Exchange – Roseau
April 3 – Sheriff’s Committee – Roseau
April 3 – Operations – Roseau
April 3 – CJCC – Roseau
April 4 – Greater MN Parks and Trail Coalition ITV – Roseau
April 5 – County Garage – Warroad
April 9 – Roseau County Board – Roseau

April 10 – Housing Institute – Bemidji
April 11 – Housing Institute - Bemidji
April 12 – Warroad Community Park - Warroad
April 12 – RCCoA Appreciation Dinner for Drivers – Roseau
April 16 – Social Service - Roseau
April 16 – Highway Department - Roseau
April 16 – Land Asset - Roseau
April 16 – DWI Court – Roseau
April 16 – Building Committee - Roseau
April 18 – MRCC ITV – Roseau
April 18 – RBEG/Revolving Loan Committee – Roseau
April 22 – Warroad City Council – Warroad
April 23 – Roseau County Board – Roseau
April 23 – Public Health – Roseau

April 24 – Lean Training – Roseau
April 24 – Warroad Watershed – Warroad
April 25 – Legacy ITV – Roseau
April 30 – Warroad Community Ed – Warroad
April 30 – FEMA - Roseau

JACK SWANSON COMMITTEE REPORTS

APRIL 8, 2013 - COMMITTEE OF THE WHOLE - met w/ MnDOT Commissioner Charlie Zelle and NW Minn Hwy Engineers on transportation funding needs

APRIL 9, 2013 - FLOOD UPDATE WEBINAR - called by Emergency Mgr Gracia Nelson on pending Roseau County risk

APRIL 10, 2013 - GREATER MINNESOTA HOUSING INSTITUTE (BEMIDJI) - first of four sessions on process for resolving housing issues in Roseau County

APRIL 11, 2013 - STATEWIDE RADIO BOARD FINANCE COMMITTEE - discussed proposals for remainder of SRB funding for fiscal year; Regional Radio Boards will get a \$15,000 allocation for training and travel

APRIL 11, 2013 - ASSOCIATION OF MINNESOTA COUNTIES CONFERENCE PLANNING COMMITTEE - will be at Hyatt Regency (Minneapolis) in December; discussed workshop sessions, and selection process for those sessions

APRIL 12, 2013 - LAW LIBRARY COMMITTEE - approved additional resource purchases (per public defender request)

APRIL 12, 2013 - ROSEAU COUNTY COMMITTEE ON AGING DRIVER APPRECIATION DINNER - for Far North Transit drivers, and Senior Medical Travel volunteers

APRIL 15, 2013 - SHERIFF'S COMMITTEE - agreed to maintain status quo in VHF/ARMER (800 mhz) radio communications

APRIL 16, 2013 - SOCIAL SERVICES BOARD

APRIL 16, 2013 - HIGHWAY DEPARTMENT COMMITTEE - created lists of county-owned land for private sale, and for exchange/sale to the State of Minnesota (related to the Land Asset Pilot Project)

APRIL 16, 2013 - D.W.I. COURT FIFTH ANNIVERSARY

APRIL 16, 2013 - BUILDING COMMITTEE - meeting on courtroom security renovation; Terese McDonnell will ask architect for price quote on a final drawing

APRIL 17, 2013 - MINNESOTA POWER OPEN HOUSE PUBLIC MEETING - on Great Northern high-voltage transmission line project

APRIL 17, 2013 - ROSEAU COMMUNITY MEETING - Polaris initiative to share information between City, School, County, Lifecare Medical Center, R.E.C., E.D.A., etc

APRIL 19, 2013 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST PAUL)

APRIL 22, 2013 - GRACIA NELSON RETIREMENT PARTY

APRIL 23, 2013 - ROSEAU SCHOOL COMMUNITY EDUCATION COMMITTEE