



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

December 2, 2014

REGULAR COUNTY BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on December 2, 2014 at 4:00 p.m. in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

4:00 Call to Order

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

4:15 Delegations/Board Appointments/Public Comments*

4:20 Consent Agenda

1. November 25, 2014 Board Proceedings

4:25 Department Reports

1. County Attorney
 - a. Agreement for Professional Services
2. Highway Department
 - a. Municipal Fund Transfer

4:45 BREAK

5:00 County Board Items

1. Commissioner Committee Reports

5:30 Unfinished Business

5:30 Adjourn

***Limited to five minutes**

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

District 1, Glenda Phillipe, Chair ** District 2, Jack Swanson, Vice-Chair ** District 3, Roger Falk
District 4, Todd Miller ** District 5, Mark Foldesi
An Equal Opportunity Employer

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ROSEAU COUNTY AND HEIDI M. F. DAVIES**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Contract") is made and entered into as of November 24, 2014 (the "Effective Date") between the **COUNTY OF ROSEAU**, a body corporate and politic existing under the laws of the State of Minnesota (the "County" or "Roseau County" and a "Party") and **Heidi M. F. Davies**, 4633 Hunters Pointe, Moorhead, MN (the "Contractor" and a "Party").

WITNESSETH:

- A. Roseau County wishes to purchase the services of the Contractor to provide prosecution services; and
- B. The Contractor has the training, experience, license and knowledge to provide this service; and
- C. On November 24, 2014, the Contractor was sworn in as a Special Assistant Roseau County Attorney; and
- D. There are funds available for the purchase of this service.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. TERM OF SERVICE

The Contractor agrees to perform services for the County during the period commencing November 24, 2014, and terminating upon the conclusion of the cases of State of Minnesota v. Joseph Jeyapaul. Conclusion will be considered the day after sentencing or the day after dismissal of the last case to be concluded. Services do not include matters of post-conviction relief or post-conviction appeal. However, the Parties may contract for those services separately.

This Contract may be renewed upon agreement of the County and the Contractor provided that the Contractor has satisfactorily performed the services herein described. The payment for services may be adjusted upon the agreement of the County and the Contractor. Failure to agree on payment shall prevent renewal of the Contract.

2. SERVICES TO BE PROVIDED

The Contractor will provide prosecution services in the cases entitled State of Minnesota v. Joseph Jeyapaul which will include all aspects of case litigation, including pretrial appeal, using her professional judgment and the generally accepted norms and policies for criminal prosecution by County Attorney's Offices in the Ninth Judicial District.

All services provided by the Contractor pursuant to this Contract shall be deemed for the benefit of and on behalf of the Roseau County Attorney.

3. RESPONSIBILITIES OF THE COUNTY. Roseau County will provide a working space when needed, clerical support, victim/witness services, a Roseau County email address and a current Criminal Law Handbook.

4. COMPENSATION. The County will pay the Contractor \$75.00 per hour, including travel time, for case preparation, research, drafting of legal documents and review, to be billed on the quarter hour. The County will pay the Contractor \$120.00 per hour for court appearances, to be billed on the half hour. In the event it is deemed necessary by the Contractor to obtain overnight lodging in the general Roseau area to perform the obligations of this Contract, the County will reimburse the Contractor for lodging. The County shall reimburse the Contractor for mileage at a rate of \$0.56 per mile, according to IRS guidelines. The County will also reimburse the Contractor for meals, when necessary, at the rate used for reimbursement of Roseau County employees.

5. PAYMENT. The Contractor shall invoice the County no more often than bi-weekly upon completion of services detailing the services performed and the hours worked under this Contract. The County agrees to pay invoices within fourteen (14) days of receipt and approval.

6. RECORDS AUDITING AND RETENTION. The Contractor's, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Contract, are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if Federal funds are used for any work under Contract. The Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made, or longer if any audit in progress requires a longer retention period.

7. OWNERSHIP OF DOCUMENTS. All materials prepared or developed by the Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to Roseau County, shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered to the County upon request or, in any event, upon the determination of final performance or termination of the Contract.

8. INDEPENDENT CONTRACTOR

A. That at all times and for all purposes hereunder, the Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in the Contract shall be construed so as to find the Contractor to be an employee of the County, and the Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Roseau, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

B. The Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of all Federal and State laws;

C. The Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

9. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Contract nor assign this Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

10. NON-DISCLOSURE OF INFORMATION OR DATA. Pursuant to Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act), the Contractor agrees to maintain and protect data on individuals received, or to which the Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by the Contractor under this Contract may be released to the public by the Contractor or its employees or representatives.

It is further understood that the Contractor shall not, unless otherwise authorized by the County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, meetings, or hearings which may arise during the performance of services under this Contract. All requests for data or information from third parties shall be directed to the County for response.

11. COMPLIANCE WITH NONDISCRIMINATION LAWS. The Contractor agrees to comply with all Federal, State, and local laws, ordinances, rules and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

12. WORKERS' COMPENSATION INSURANCE. Per statutory requirements, the Contractor shall sign a Workers' Compensation Certificate of Compliance.

13. MODIFICATIONS/ADDENDA. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and the Contractor. This Contract shall supersede all other oral and written agreements prior to execution of this document.

14. TERMINATION.

A. If the Contractor fails to perform any of the provisions of this Contract or fails to administer the work in a satisfactory manner or as to endanger the performance of the Contract, this all constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel this Contract in its entirety.

B. The County's failure to insist upon strict performance of any provision or to exercise any right under this Contract shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

C. The Contractor shall be paid for actual work done to the date of termination. All documents completed by the Contractor through the date of termination shall become the property of the County.

D. Either Party may terminate this Contract upon five (5) days written notice.

15. NOTICES/COMMUNICATIONS. All notices and demands pursuant to this Contract without cause shall be directed in writing to:

Contractor

County

Heidi M. F. Davies
4633 Hunters Pointe
Moorhead, MN 56560
Phone: (701) 367-2885

Karen Foss
Roseau County Attorney
606 5th Avenue SW, Rm. 10
Roseau, MN 56751
Phone: (218) 463-4100

16. OTHER CONDITIONS.

A. Compliance with Laws/Standards. The Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulation, including Rules of Professional Responsibility and Criminal Rules of Procedure now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which the Contractor is responsible.

B. Licenses. The Contractor shall procure and maintain, at the Contractor's own expense, all licenses, including license to practice law, permits or other rights required for the provision of services contemplated by the Contract. The Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

C. Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota.

D. Professional Liability Insurance. Notwithstanding the designations above, the Contractor shall be considered an employee of Roseau County for purposes of professional liability insurance.

17. WAIVER. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

18. FINAL AGREEMENT. This Contract is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are not representations, warranties, or stipulations, either oral or written, not herein contained.

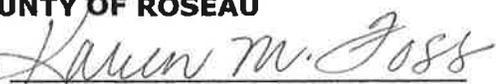
IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first shown above.

CONTRACTOR

BY: _____
Heidi M. F. Davies

Date: _____

COUNTY OF ROSEAU

BY: 
Karen M. Foss

Date: 11/27/14

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ROSEAU COUNTY AND HEIDI M. F. DAVIES**

COUNTY OF ROSEAU

BY: _____
Glenda Phillipe, County Board Chair

COUNTY OF ROSEAU

BY: _____
Jeff Pelowski, Board Clerk

**CERTIFICATION OF COMPLIANCE WITH
MINNESOTA WORKERS' COMPENSATION LAW
Minn. Stat. § 176.182**

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not enter into a contract for the doing of any public work before receiving acceptable evidence of compliance with workers' compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: _____ **(not insurance agency)**

Policy No: _____

Dates of Coverage: _____

OR

Applicant is not required to have worker's compensation liability coverage because (check one):

Applicant has no employees;

Applicant is self-insured (include a copy of your permit to self-insure);

Applicant has no employees who are covered by workers' compensation;

OR

Certificate of Insurance attached.

GRANTEE/CONTRACTOR:

By: _____

Date: _____

[Handwritten Signature]
11-24-2014

