



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

July 8, 2014

REGULAR COUNTY BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on July 8, 2014 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*

9:20 Consent Agenda

1. June 24, 2014 Board Proceedings
2. Unclaimed Property List
3. County Coroner Contract
4. County Board Technology Upgrade

9:25 Department Reports

1. Assessor's Office
 - a. County Assessor Oath of Office
2. Highway Department
 - a. Final Payment PW 1251 – SD 91, Lat. 4
 - b. Final Payment PW 1265 – CD 9, Br. 3
 - c. Call For Bids – County Road 103 Bridge Project

10:00 BREAK

10:15 County Board Items

1. Commissioner Committee Reports

11:00 Unfinished Business

11:00 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

Roseau County Treasurer

Date: July 1, 2014

To: Roseau County Board of Commissioners, Glenda Phillipe, Chairman

From: Diane M. Gregerson, Roseau County Treasurer

RE: Roseau County Unclaimed Property

Due to the Minnesota Uniform Disposition of Unclaimed Property Act (Minnesota Status 345.31 - 345.60), the following Roseau County warrants will be remitted to the State of Minnesota - Department of Commerce - Unclaimed Property Section: (Attached)

Unclaimed Property Detention Center

<u>Warrant Number</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>
10002	20-Mar-08	\$9.85	Michael Knight
10030	4-Apr-08	\$6.00	Dustin Perkins
10058	29-Apr-08	\$5.45	KC Stahlberg
10078	20-May-08	\$5.29	Steve Boisvert
10186	11-Aug-08	\$6.20	Matthew Shepard
10097	4-Jun-08	\$11.00	Shannon Diseth
10115	25-Jun-08	\$10.70	Gary Lussier
10169	1-Aug-08	\$8.75	Michael Knight
10230	15-Sep-08	\$29.40	Corey Trudell
10257	29-Sep-08	\$22.71	Travis Austad
10274	13-Oct-08	\$5.80	Rodney Nesteby
10294	23-Oct-08	\$32.00	Daniel Staskivige
10348	5-Dec-08	\$5.10	Michael Thomson
10356	9-Dec-08	\$6.85	Waylon Olson
10407	12-Jan-09	\$10.25	Jeff Bowman
10408	12-Jan-09	\$5.82	Neil Englund
10435	9-Feb-09	\$7.00	Daniel Pearson
10455	20-Feb-09	\$8.00	Jonathan Duray
10518	6-Apr-09	\$8.10	Anthony Panovic
10637	8-Jul-09	\$11.00	Joel Hulst
10640	13-Jul-09	\$5.15	Randall Drown
10650	19-Jul-09	\$6.50	Martha Selvog
10661	29-Jul-09	\$10.00	Justin Hendrickson
10716	6-Sep-09	\$10.00	David Alberg
10749	10-Oct-09	\$6.25	Roberta Frei
10770	25-Oct-09	\$8.08	John Jochem
10808	18-Nov-09	\$5.25	Lisa Stately
10834	12-Dec-09	\$8.00	Steven Reinert
10879	26-Jan-10	\$16.00	Karla Lussier
10947	27-Mar-10	\$9.50	Jody Nelson
10981	28-Apr-10	\$5.86	Ron Martin
11014	7-Jun-10	\$5.10	Michael Phillips
11040	24-Jun-10	\$5.71	Julius Stately
11041	25-Jun-10	<u>\$5.25</u>	Matthew Currier
		\$321.92	

AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”), entered into by and between the University of North Dakota School of Medicine and Health Sciences, an institution of higher education and an arm of the state of North Dakota (“University”), and Roseau County, a political subdivision of the State of Minnesota (“County”).

WHEREAS, University has certain expertise, capabilities and facilities, including for the purposes of providing professional autopsy examination services (the “Services”);

WHEREAS, University is desirous of providing the Services to others;

WHEREAS, County has a demonstrable need for procuring the Services, in accordance with and pursuant to Chapter 390 of the Minnesota Statutes;

AND WHEREAS, County is desirous of procuring the Services from University.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM AND TERMINATION

1.1 This Agreement shall commence as of January 1, 2015 and shall remain in force for a period of one (1) year, unless otherwise terminated or extended as provided in this contract.

1.2 This Agreement will automatically renew for additional one (1) year periods, unless otherwise terminated by the parties as provided herein, provided that no more than sixty (60) days prior to expiration, University may communicate to County its intent to renew subject to a revised annual fee. No renewal shall be effective unless either (a) University affirmatively elects not to propose a revised annual fee, or (b) the parties agree to a revised annual fee.

1.3 Either party may terminate the Agreement for any reason by providing sixty (60) days’ written notice to the other party.

1.4 In the event of expiration or termination, University shall notify County of the last date on which a request for Services will be received, as well as the last date on which Services will be performed. For Services that are in progress at the time this Agreement expires or terminates, those Services shall be fully performed by University. Outstanding balances and refunds shall be handled in accordance with section 8 herein.

2. FACILITIES AND TRANSPORTATION

2.1 University shall provide a suitable facility for the performance of the Services. For each such facility, University shall be solely responsible for obtaining and maintaining any and all mandatory accreditations, permits, licenses, and other requirements.

2.2 Unless otherwise specified, the Services shall be performed at the UND Forensic Sciences Center in Grand Forks, North Dakota. University shall communicate to County any changes in location as soon as practicable, and County may confirm the specific location where the Services are to be performed at the time such Services are requested. Maps and directions will be made available to County as needed. In the unlikely event no suitable facility is available, and subject to section 11.2 below, University shall so notify County preferably in advance but no later than the time such Services are requested.

2.3 County shall be solely responsible for transportation to the facility where the Services are to be performed.

2.4 Removal of the deceased must occur within seventy-two (72) hours following notice to County by University that the postmortem examination is complete, unless other arrangements are made. If a body is unclaimed, County shall be solely responsible for final disposition.

3. PERSONNEL

3.1 The Services shall be performed by University's faculty pathologists and may include, and may be attended or observed by, supervised medical or health professional students, residents or similar workers.

3.2 University shall be responsible for maintaining for its personnel any and all mandatory accreditations, licenses, continuing education, and other requirements for the lawful provision of the Services.

4. REQUESTS FOR SERVICES; LIMITATIONS

4.1 Cases for autopsy examination shall be reported by County to University's medical examiner investigator ("ME") on duty. County shall be responsible for basic first response to death by law enforcement, except in the case of hospice deaths with prior clearance and approval. County shall designate the appropriate individual(s) for communications and reporting for each case.

4.2 As appropriate, all pertinent investigative and medical records are to accompany the body to the morgue facility. Contact information for the agency and/or officer/agent in charge of investigation shall be provided, including the agency/individual(s) who will receive the preliminary and final report. Contact information for the clinician(s) involved in the care of the deceased must also be provided as part of the medical records. Completed investigative reports from law enforcement or other agency investigating the death will be sent to the University as they are available. The medical and County investigative records provided will not be disclosed to other parties without a court order.

4.3 The ME may, in his or her sole discretion, decline to perform any examination that, in the professional judgment of the ME, does not comport with generally accepted standards of scientific, medical or pathological practices.

4.4 University does not have the facility to autopsy individuals with known or suspected prion disease (Creutzfeldt-Jakob Disease or variant Creutzfeldt-Jakob Disease) and cannot perform postmortem examinations in these cases.

5. **SERVICES AND REPORTING**

5.1 The following services shall be provided by University:

5.1.1 Performance and reporting of all medicolegal autopsies as ordered by authorized County officials pursuant to Chapter 390 of the Minnesota Statutes.

5.1.2 Basic toxicology and alcohol screen services.

5.1.3 Histologic sections for microscopic autopsy analysis including special stains at the sole discretion of the University for case performance.

5.1.4 Routine cardiac, toxicology or neuropathology consultations required for death certification. This includes microbiology testing and metabolic testing where appropriate, i.e. sudden unexplained deaths in infancy or “SIDS” deaths.

5.1.5 Consultation with law enforcement and prosecuting attorneys on cases as desired. If criminal charges are initiated, this shall include consultations with public defenders and private defense attorneys.

5.1.6 Court testimony, travel and preparation for criminal cases, provided, if travel is required outside County’s boundaries, the court or County will be responsible for any additional travel expenses.

5.1.7 Coordination of all medical examiner functions within County, such as death certification and review; cremation request review and certification; coordination of hospice registration; and review of death certification as required by Chapter 390 of the Minnesota Statutes and regulations concerning Minnesota vital statistics.

5.1.8 Support for County’s medicolegal death investigation, including 24-hour phone availability to answer questions and consult about cases. This may also include scene investigation in select cases, to be mutually decided by University and County on a case by case basis.

5.1.9 Consultation and communication with family of deceased, subject in the case of active criminal investigations to clearance with prosecuting attorney prior to communication.

5.1.10 Death scene re-enactment as appropriate for investigation and training in select cases, to be mutually decided by University and County on a case by case basis.

5.1.11 Periodic consultation with County regarding opportunities for training County's law enforcement, first responders and healthcare providers in medicolegal death investigation.

5.2 The following non-exclusive and non-exhaustive services are not within the scope of this Agreement:

5.2.1 Genetic testing for inheritable family diseases, provided that appropriate samples can be saved at County's request where appropriate. Notwithstanding the foregoing, University may in its sole discretion work with families regarding the availability of insurance coverage. In cases where genetic testing / toxicology results or testing may significantly alter criminal proceedings, County may request and authorize additional testing.

5.2.2 DNA testing.

5.2.3 Paternity testing.

5.2.4 Non-routine toxicology testing, such tests for "designer drugs" or unusual toxins, provided that County may request and authorize additional testing.

5.2.5 Non-routine medical or pathologic consultation, including requests for transfer of organs or tissues to a medical consultant or for research study.

5.2.6 Testimony and consultation in civil proceedings where County is not a party of record.

5.3 University will take reasonable steps to ensure that bodies received at or before 12:00 noon will be examined on the day of receipt. Those received later than 12:00 noon will generally not be examined until the following day, unless prior arrangements have been made. Provided, nothing in this sub-section shall be construed as a promise or a guarantee that any particular Services shall be performed on any particular date.

5.4 University will take reasonable steps to ensure that a Preliminary Autopsy Diagnosis ("Preliminary") is provided to County's designated contact within twenty-four (24) hours following completion of the examination (seventy-two (72) hours if the examination occurred during the weekend or over a holiday period). The final autopsy report will be provided to County usually within thirty (30) days of the examination. Upon request, digital images taken at autopsy will be provided to authorized agencies as allowed by MN law. Upon written request, University may provide copies of the final autopsy report without images to individuals and agencies authorized to receive such reports under MN law. Disclosure of images from an autopsy to agencies or individuals

outside of law enforcement or attorneys in trial which the County is a party of record will require a court order.

5.5 Subject in the case of active criminal investigations to clearance with prosecuting attorney prior to communication, University can discuss case findings with health providers and family members of the decedent. The University may send a letter to the family explaining, primarily in layman's terms, major autopsy findings. A copy of any such letter will be sent to County's designated contact.

5.6 Cases requiring outside consultation, neuropathology or other complex studies may be delayed beyond thirty (30) days. In such cases, County will be notified and non-final findings in addition to the Preliminary may be provided.

6. DISPOSITION OF TISSUES AND MATERIALS

6.1 The ME may retain any organ(s) and/or tissues as well as prosthetic or implantable devices for further examination as deemed appropriate.

6.2 Organs and/or tissues shall be disposed as biomedical waste according to University's normal schedule following completion of autopsy report or as required by law or facility accreditation standards. Generally, biomedical waste disposition at University is by incineration, but University reserves the right to elect another suitable method of disposal.

6.3 Specimens of a unique nature, as solely determined by University, may be retained indefinitely as de-identified teaching specimens.

6.4 Blood and /or other biologic material will be obtained for toxicological analysis and will be held by University for a period of two years. These specimens will be returned to the County upon request. University shall have the right to maintain FTA Bloodspot Cards.

6.5 Tissues retained for examination, paraffin blocks and glass slides will be retained and stored by University. A duplicate set of routinely stained (hematoxylin and eosin) histology slides may be provided to the County upon request. Also, unstained recuts of histology slides will be provided to the County upon request.

7. ORGAN DONATION

7.1 University will take reasonable steps to accommodate pre-mortem or family requests for organ and tissue donation, including corneal donation, except where, in University's sole discretion, donation would compromise investigation. University will coordinate with organ and tissue procurement agencies as needed to accommodate donations desired by the next-of-kin. University shall not be responsible for notifying or requesting involvement of organ and tissue procurement agencies.

8. FEES AND BILLING

8.1 University shall invoice County for, and County shall pay to University, an annual fee of **\$31,040.00** based on a charge of \$2.00 for each person in the County population in the current US census (2013 US census population for Roseau County is 15,520). Additional charges for services not included in section 5.1 shall be invoiced separately.

8.2 The annual fee shall be payable in 11 installments of **\$2,587.00** and a 12th installment of **\$2,587.00**, due and payable beginning thirty (30) days after receipt by County of the invoice and every thirty (30) days thereafter until such annual fee is paid in full.

8.3 In the event this Agreement is terminated at any time other than on an anniversary date, the annual fee for the partial contract year will be pro-rated, and any amounts then outstanding shall be due and payable to University immediately, and any unearned fees shall be refunded to County as soon as practicable in accordance with University's accounting procedures.

9. NON-EXCLUSIVITY

9.1 This Agreement is not exclusive to either party.

9.2 University may provide the Services to any other party. University is not obligated to prioritize Services for County over any other party, provided that University may do so voluntarily without the same constituting a waiver under this section.

9.3 The parties anticipate that County will primarily utilize University's Services, but nothing in this Agreement shall be construed to prevent County from securing comparable Services from any other party.

10. CHOICE OF LAW AND VENUE

10.1 Except as otherwise specified, this Agreement is governed by and construed in accordance with the laws of the State of Minnesota. However, the parties acknowledge and agree that University will comply with all laws of the State of North Dakota that govern its actions as a North Dakota state entity.

11. LIABILITY

11.1 Each party shall be responsible for its own acts and omissions. University's employees shall be employees of the State of North Dakota and covered by the North Dakota Risk Management Fund. University's tort liability shall be determined in accordance with Chapter 32-12.2 of the North Dakota Century Code, and subject to the conditions and limitations contained therein. County's tort liability shall be determined in accordance with applicable Minnesota law, and subject to the conditions and limitations contained therein.

11.2 University shall not be liable nor held responsible for delay or default caused by events beyond University's reasonable control, including but not limited to unavailability of personnel, disruption of utility service, weather, fire, flood, riot, acts of God, or war, provided University gives timely notice to County upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

12. MISCELLANEOUS

12.1 In addition to state and federal privacy laws concerning medical information, this Agreement is subject to North Dakota's open records. In order to remain confidential, information concerning this Agreement or the Services must qualify for at least one exception to North Dakota's open records laws. Additionally, pursuant to Minn. Stat. Chapter 13, commonly referred to as the Minnesota Government Data Practices Act (MGDPA), University agrees to maintain and protect data as required by the MGDPA, including but not limited to maintaining and protecting data on individuals received, or to which University has access, according to the requirements of the MGDPA applicable to that data. No private, public, or confidential data developed, maintained, or reviewed by University or its employees under this Agreement may be released to the public by University or its employees unless specifically authorized by the MGDPA and approved in writing by County. University agrees to indemnify and hold County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributed to any violation of any provisions of the MGDPA by University, its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.

12.2 This Agreement, together with any Appendices hereto, constitutes the entire agreement between the parties. There are no understandings, agreements, or representation, oral or written, not specified within this Agreement.

12.3 This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

12.4 If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

12.5 Neither party may subcontract, assign or otherwise transfer or delegate any right or duty hereunder without the express written consent of the other party.

12.6 Notice herein shall not supersede any statute or court rule pertaining to the notice of claims or service of legal process. In the event of a conflict between this Agreement and any such statute or court rule, the statute or court rule shall govern.

12.7 The parties are independent contractors, and no employment relationship or formal agency should be implied or inferred.

12.8 Any notice to be provided to a party hereunder, as well as any and all correspondence concerning this Agreement, shall be directed as follows:

	If to University:	If to County:
Business/Contractual Matters	Randy Eken, MPA Associate Dean, Finance and Administration UNDSMHS 501 N. Columbia Rd Grand Forks, ND 58202 (701) 777-3078 (701) 777-4874 randy.eken@med.und.edu	Roseau County Board Chair and Martha (Martie) Monsrud County Auditor 606 5 th Ave. SW, Rm. 160, Roseau, MN 56751 218-463-1282 218-463-4283 martie@co.roseau.mn.us
Scientific/Medical Matters	Mary Ann Sens, MD, PhD Chair of Pathology UNDSMHS Room 3133 501 N Columbia Rd Grand Forks, ND, 58202 (701)-777-2561 (701)-777-3108 mary.sens@med.und.edu	Steve Gust Roseau County Sheriff 604 5 th Ave. SW. Roseau, MN 56751 218-463-1421 218-463-2805 Steve.gust@co.roseau.mn.us

IT IS SO AGREED

UNIVERSITY OF NORTH DAKOTA
SCHOOL OF MEDICINE AND
HEALTH SCIENCES

By: _____

Its: _____

Date: _____

ROSEAU COUNTY

By: _____

GlendaPhillipe

Its: Board Chair

Date: July 8, 2014

By: _____

Martha Monsrud,

Its: County Auditor

Approved as to form and execution

By: _____

Karen M. Foss

Its: County Attorney



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

OATH OF OFFICE

State of: Minnesota

County of: Roseau

I, Elizabeth Lund, swear and affirm that I will support the Constitution of the United States and of this State, and that I will be diligent, faithful, and impartial in the performance of the duties of the office and trust that I now assume as County Assessor for the County of Roseau. So help me God.

X _____
Elizabeth Lund

Subscribed and sworn to before me on this 8th day of July, 2014.

X _____
Signature of Notary Public

Roseau County Board
June 2014
Glenda A. Phillippe
District One

June 3, 2014 – Operations – Roseau
June 3, 2014 – Committee of the Whole – Roseau
June 9, 2014 – RCCoA – Roseau
June 9, 2014 – Warroad City Council – Warroad
June 9, 2014 – County Board – Roseau
June 9, 2014 – Fair Planning Committee

June 10, 2014 – Warroad Lost River Gun Club – Warroad
June 16, 2014 – Land of the Dancing Sky Agency on Aging – Moorhead
June 17, 2014 – Social Services – Roseau
June 17, 2014 – Highway Department – Roseau
June 17, 2014 – Board of Appeal – Roseau
June 18, 2014 – Lake Township – Warroad
June 19, 2014 – Warroad Community Park – Warroad
June 19, 2014 – Warroad Emergency “Flood” Meeting – Warroad
June 19, 2014 – HSEM Subcommittee – Roseau
June 19, 2014 – Special Board Meeting/Flood – Roseau
June 19, 2014 – Al Heim Farewell – Roseau
June 20, 2014 – Corps of Engineers – Warroad
June 20, 2014 – MN HSEM – Warroad
June 20, 2014 – Lake Township Supervisors – Springsteel
June 20, 2014 – Flood HSEM – Warroad
June 21, 2014 - Flood HSEM – Warroad
June 22, 2014 – Warroad City Council Special Meeting – Warroad
June 22, 2014 – Flood HSEM – Warroad
June 23, 2014 – Flood HSEM – Warroad
June 23, 2014 – Roy Holmes – Regional HSEM - Warroad
June 23, 2014 – Warroad City Council – Warroad
June 24, 2014 – County Board – Roseau

June 24, 2014 – Public Health – Roseau
June 24, 2014 – Flood HSEM – Warroad
June 25, 2014 – Flood HSEM – Warroad
June 26, 2014 – Flood HSEM – Warroad
June 26, 2014 – Warroad Parks and Rec – Warroad
July 1 – Operations - Roseau
July 1 – COW – Roseau
July 8 – Roseau County Board – Roseau

JACK SWANSON COMMITTEE REPORTS

JUNE 24, 2014 - PUBLIC HEALTH COMMITTEE; considering a nuisance ordinance - using Otter Tail County policy as a possible guide

JUNE 25, 2014 - ASSOCIATION OF MINNESOTA COUNTIES BROADBAND SUBCOMMITTEE (ST CLOUD); first meeting of group; looking at ways to improve high speed internet access in under-served regions of Minnesota

JUNE 26, 2014 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); presentation by the State Bureau of Mediation Services

JUNE 27, 2014 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); leadership challenges

JUNE 30, 2014 - BUILDING COMMITTEE; walkthrough of courthouse, social services, sheriff's office, old LEC, and Beito buildings; identified big-ticket problems

JUNE 30, 2014 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY; continued to address housing shortage

JULY 1, 2014 - COMMITTEE OF THE WHOLE

JULY 1, 2014 - OPERATIONS COMMITTEE

JULY 1, 2014 - ROSEAU SCHOOL BOARD; technology initiative

JULY 2, 2014 - COMMUNITY JUSTICE COORDINATING COMMITTEE

JULY 7, 2014 - ROSEAU CITY COUNCIL