
March 10, 2015

REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 10, 2015, 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

9:05 Board Appointments/Public Comments*

9:05 Consent Agenda

1. February 24, 2015 Board Proceedings
2. Roseau/Lake of the Woods Sportsman's Club - North Star ATV Club Grant-in-Aid Agreement
3. Lake of the Woods Ruffed Grouse Society – Grant Application/Resolution
4. Subsurface Sewage Treatment System (SSTS) Service Contract

9:10 Department Reports

1. Highway Department
 - a. 2015 Bituminous Projects – Call for Bids
 - b. 2015 Seal Coat Projects – Call for Bids
 - c. 2015 Safety Training Contract

9:20 County Board Items

1. Rural Transportation Collaborative (RTC) Contract
2. Commissioner Committee Reports

10:00 Delegations

1. Buddy Erickson – Roseau County Ag Society
 - a. Red River Valley Development Association
 - b. Roseau County Fair Board Update

10:15 Unfinished Business

10:15 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/>



Roseau County Request for Board Action

Agenda Item #: Consent 1 <small>(for office use only)</small>	
Requested Board Date:	March 10, 2015
Originating Department: Coordinator's Office	
Subject Title (as it will appear on the Agenda): February 24, 2015 Board Proceedings	Presenter: Jeff Pelowski
Estimated Amount of Time Needed for Discussion:	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
Board Action Requested: Review and approve the February 24, 2015 Board Proceedings.	
Background:	
Supporting Documentation: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Agenda Classification for County Board Meeting:	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

FOR OFFICE USE ONLY:

Board Action: Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	Distribution/Filing Instructions:
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PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 24, 2015

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 24, 2015 at 9:00 a.m.

CALL TO ORDER

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

APPROVAL OF AGENDA

A motion to approve the Agenda was made by Commissioner Miller, seconded by Commissioner Phillipe and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Commissioner Phillipe reminded the Board of the Roseau County Committee on Aging meeting scheduled for Thursday, February 26, 2015, in the Board Room. Coordinator Pelowski mentioned a scheduling conflict with the Operations/Committee of the Whole Meeting and the AMC Joint Legislative Conference on March 3, 2015. The Board by consensus, agreed to cancel the March 3rd Operations/COW meeting.

APPROVAL OF BILLS

Commissioner Falk requested the Con Con payment to the Highway Department be removed from the bills, for further discussion at the Highway Committee meeting on March 17, 2015. A motion was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously to approve the payment of the following bills:

Warrants Approved For Payment 2/12/2015

<u>Vendor Name</u>	<u>Amount</u>
CENTURLINK	3,218.92
MINN-DAK ASPHALT INC	223,701.89
MN ENERGY RESOURCES	5,792.80
ROSEAU CITY	11,323.29
ROSEAU CO TRAILBLAZERS	30,506.36
6 Payments less than 2,000.00	5,211.77
Final Total:	279,755.03

Warrants Approved For Payment 2/19/2015

<u>Vendor Name</u>	<u>Amount</u>
10 Payments less than 2,000.00	5,463.80
Final Total:	5,463.80

Warrants Approved On 2/24/2015 For Payment 2/27/2015

<u>Vendor Name</u>	<u>Amount</u>
CDW GOVERNMENT INC	2,102.18
DW MECHANICAL-DBA	2,000.00
EMERGENCY AUTO TECH INC	7,657.70

MARCO INC	2,229.37
NORTHERN RESOURCES COOPERATIVE	3,959.68
UND FORENSIC PATHOLOGY	2,587.00
43 Payments less than 2,000.00	16,998.67
Final Total:	37,534.60

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Phillippe, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 10, 2015 Board Proceedings; authorized Vice-Chair Falk to sign the Federal grant applications for the Roseau County Trailblazers trail improvements and the Roseau/LOW Sportsman’s Club equipment purchase; and, approved the Vanguard Commercial Property Reappraisal Contract.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Lao Cultural Presentation, 2/19/15, Social Services Board, 2/17/15; Highway Committee, 2/17/15; Land Asset Committee, 2/17/15; Annual Township Supervisors meeting, 2/17/15; Roseau River Watershed Lake Bottom meeting, 2/19/15; Roseau River Wildlife Area meeting, 2/19/15; Northwest Community Action, 2/19/15; Joint Powers Natural Resource Board, 2/23/15.

Commissioner Miller reported on the following committee(s): Lieutenant Governor/Broadband grant award meeting, 2/12/15; Social Services Board, 2/17/15; Highway Committee, 2/17/15; Land Asset meeting, 2/17/15; Annual Township Supervisor meeting, 2/17/15; Joint Powers Natural Resource Board, 2/23/15.

Commissioner Phillippe reported on the following committee(s): Roseau County Committee on Aging, 2/16/15; Social Services Board, 2/17/15; Highway Department 2/17/15; Land Asset Committee, 2/17/15; Annual Township Supervisors meeting, 2/17/15; Household Hazardous Waste Committee, 2/18/15; Lake Township Board, 2/18/15.

Upon motion carried, the Board adjourned the Regular Meeting at 9:25 a.m. The next Regular Meeting of the Board is scheduled for March 10, 2015 at 9:00 a.m.

Attest:

Date: _____

 Jeff Pelowski, County Coordinator
 Roseau County, Minnesota

 Roger Falk, Board Vice-Chair
 Board of County Commissioners
 Roseau County, Minnesota

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

Local Government Unit(Sponsor) Roseau County Glenda Phillipe, Board Chairman 6065 th Ave SE, Roseau, MN 56751	P.O. # : FY 2015 3000070869
Grant Amount STATE COST \$ 23,000.00 Beltrami Island State Forest (North Star ATV Club): \$8,000.00 Roseau/LOW Trail System (Roseau, LOW Sportsman's Club): \$15,000.00	
Trail Name (s): Beltrami Island State Forest Roseau/LOW Trail System	

This grant contract agreement is between the State of Minnesota, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the sponsoring Local Government Unit specified above, hereinafter referred to as the "Sponsor", and relates to the establishment of proposed trails specified above.

Recitals

1. The Sponsor desires to establish, construct and maintain public trails; and
2. The Minnesota Trails Assistance Program provides grants to Sponsors to establish, construct and maintain public recreational trails pursuant to Minnesota Statutes, Chapter 84.794, 84.803 and 84.927; and under Minn. Stat. Ch. 84.026, subd.2 the State is empowered to enter into this Grant Contract Agreement.
3. The Sponsor represents that it is duly qualified and agrees to perform all services as applied to the State for a Grant for said trails and has submitted the Minnesota Trails Assistance Program's APPLICATION including cost worksheet(s), map(s), and a RESOLUTION (see ATTACHEMENT A RESOLUTION) of the Sponsor authorizing the proposed trails as outlined in the Minnesota Trails Assistance Program's APPLICATION including cost worksheet(s) and map(s) which are incorporated by reference into this Grant Contract Agreement and are on file with the States Authorized Representative. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Sponsor agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 **Effective date:** **July 1, 2014**, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn.Stat. §16B.98 Subd. 5 and Subd. 7, this agreement is not valid and no payments will be made to the Sponsor until this grant contract is fully executed, however, eligible expenses may be incurred the date the appropriation becomes available.

1.2 **Expiration date:** **June 30, 2016**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

3 Time

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

4 Consideration and Payment

4.1. **Reimbursement:** The State agrees to reimburse the Sponsor

(a) up to sixty-five percent (65%) of the cost of trail acquisition, development, and administration

(b) except trail maintenance and liability insurance this shall be reimbursed at up to ninety percent (90%) for all eligible costs per fund.

All costs shall be in accordance with the allowable charges and costs listed in the MANUAL. This Grant Contract shall not exceed the State Cost as specified on page one of this agreement.

4.2. **Payment:** The State will promptly pay the Sponsor after the Sponsor presents a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing and maintaining the trail, all in accordance with the MANUAL, and the State's Authorized Representative accepts the invoiced services.

Additionally, the Sponsor must submit original receipts of actual purchases exceeding \$100.00.

(a) **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition development, or maintenance, the State agrees to reimburse the Sponsor for approved costs in accordance with the MANUAL.

(b) **Subsequent Payments:** Each thirty (30) successive days after the first payment, the Sponsor may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this Grant Contract is terminated.

(c) **Trail Segments:** It is understood that if the trail system is developed in segments, the Sponsor may submit requests for reimbursement as soon as continuous and workable segments are completed.

(d) **Federal funds.** Where Payments under this grant contract will be matched from federal funds obtained by the State, the Sponsor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Sponsor's failure to comply with federal requirements.

(e) **Travel Expenses.** Reimbursement for travel expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be reimbursed as provided for in the MANUAL as Expenditure type a. Administration; provided that the Grantee will be reimbursed for travel expenses in accord with the Grant-in-aid Allowable Costs Sheet which is incorporated into this contract by reference. The Grant-in-aid Allowable Costs Sheet, dated February 1, 2015, and filed with the Minnesota Department of Natural Resources Division of Parks and Trails 500 Lafayette Road St. Paul MN 55155 and online at

http://www.dnr.state.mn.us/grants/recreation/gia_ohv.html . 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.

(f) The Sponsor must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 23,000.00

4.4 Contracting and Bidding Requirements Per Minn. Stat. §471.345, Sponsors that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property not identified by the MANUAL, APPLICATION or the Grant-in-aid Allowable Costs Sheet.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. If the State determines that the Sponsor has violated any federal or state law or any of the terms of the grant agreement with the State, the State may withhold all grant payments for any work occurring after the date the Sponsor was notified of the violation and seek restitution for any property damage caused by the violation pursuant to Minnesota Statutes, Chapter 84.930. The Sponsor may appeal the commissioner's decision in a contested case hearing under Minnesota Statutes, Chapter 14.58.

6 Authorized Representative

The State's Authorized Representative is Allen Lego, Area Supervisor, Area Trails Office, PO Box 9, Lake Bronson, MN 56734, 218-754-2200, allen.lego@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Glenda Phillipe, Board Chairman, 6065 Ave SE, Roseau, MN 56751, 218-463-4248. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

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

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

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

8 Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Ch. 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minn. Stat. Ch. 466.02 and other applicable law. The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Sponsor's books, records, documents, and accounting procedures and practices of the Sponsor or other party relevant to this grant agreement or transaction 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. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the MANUAL to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Grant.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices. The Sponsor and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

(a) Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Sponsor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works or Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The Sponsor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor'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 **Signage:** The Sponsor and not the State is responsible for maintaining all trail signs.

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

12. 3. **Endorsement:** The Sponsor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor 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 contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 or the abandonment of the Trail. 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 contract if:

(a) It does not obtain funding from the Minnesota Legislature

(b) 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 Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that

funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract. This Grant Contract may also be terminated upon mutual contract by the State and the Sponsor.

15 Data Disclosure

Under Minn. Stat. § 270C.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. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

16.1 Debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded. The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16.2 Explanation. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

17. Invasive species prevention

17.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work. The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail by ensuring the cleaning of equipment prior to arriving at the Trail site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

17.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

18. ACCESSIBILITY.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

19. MONITORING

The State’s authorized representatives will conduct at least one monitoring visit per Grant Contract period. This visit may be in person or by telephone.

20. FUNDING.

The state’s sole responsibility under this Grant Contract is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints the Grant amount may be reduced or canceled by the State.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Contract Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s) Contract# 88876; PO# 3-70869

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHEMENT A RESOLUTION

Distribution:
Agency
Grantee
State’s Authorized Representative - Photo Copy

Project #	
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REGIONAL TRAIL PROGRAM 2015 Grant Application

1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	
Contact Person:	
Contact Title:	
Mailing Address:	
Phone:	
E-mail address:	
<i>If the project has a trail club, organization, or project partner, please include below:</i>	
Organization/Club Name:	Lake of the Woods Ruffed Grouse Society
Contact Person:	Jared Olafson
Contact Title:	Chairman
Mailing Address:	P.O. Box 957 Warroad, MN 56763
Phone:	218-242-1005
E-mail address:	jaredolafson@gmail.com

2) GENERAL PROJECT INFORMATION:

Project Name:	
Project Summary (30 words or less):	To complete phase 1 of a 50+ mile trail within Beltrami Island State Forest. The trail will be comprised of new development and maintenance on interconnected trails to make a continuous loop of over 50 miles. This trail will cover a vast array of options for usage to include walking, fat bike tire, cross country skiing, and mountain biking.
Project Completion Date:	Phase 1 complete by 12/01/2015.

3) FINANCIAL INFORMATION:

Grant Request:	\$20,000	Source of Cash Match (describe below in the box next to \$ amount):	Are these match funds secured? (Check below):	
			YES	NO
Non-State Cash Matching Funds (25% cash match required):	\$15,000	RGS funds	X	
	\$5,000	RGS member donations	X	
	\$			
Total Project Cost:	\$40,000	(Grant Request + Matching Funds must = Total Project Cost)		

If this project has received federal funding through the Enhancements Program or MnDOT's Transportation Alternatives Program, please indicate which year the project is programmed for construction?	FFY:	
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4) PROJECT LOCATION:

County Project is Located:	Roseau and Lake of the Woods
State Legislative (House) District:	01A
State Senate District:	01
State House Representative:	Dan Fabian and Dave Hancock
State Senator:	Leroy Stumpf and Rod Skoe
Congressional District:	7

5) MEASURABLE TARGETS/OUCOMES:

It is now required that measurable targets and outcomes be collected for your project. Complete the boxes below on the right with exactly how many miles of trail that will be acquired, newly developed or existing trail miles improved, along with the number of trailhead facilities, bridges, and/or culverts that will be developed or restored as part of the project. After the project is complete the measurable outcome will be compared with the target you include here.

Trail Miles to be Acquired:	0
New Trail Miles to be Developed/Created:	40
Existing Trail Miles to be Restored or Improved:	10
Number of Trailhead Facilities to be Developed or Restored:	0
Number of Trail Bridges/Culverts to be Developed or Restored:	1 foot bridge

6) RECREATIONAL USES FOR PROJECT:

6A) Below, indicate which primary and secondary recreation uses will directly benefit from the proposed project:

Primary Use	Secondary Use	
X		Walking/Hiking
	X	Bicycling
X		Mountain Bicycling
		Horseback Riding
	X	Cross-Country Skiing
		In-Line Skating
		Snowmobiling
		ATV Riding
		Off-Highway Motorcycling
		4 X 4 Trucking
		Other (specify): Any non-motorized use, birding, snowshoeing, looking for orchids etc.

6B) Describe/Justify how each of the above identified primary and/or secondary trail user groups will benefit from the project. Response required for each identified use above.

Walkers and hikers will benefit the most from this trail because we anticipate most use will be in the summer and fall. Birders and hikers will comprise most summer use of the trail and in fall the trail will be heavily used by ruffed grouse hunters walking the trail. When the full trail is completed and exceeds 50 miles in length we expect the trail to become a regional destination that will attract backpackers to the area. There is also growing demand in the community for “fat-tire” bicycle riding opportunities and we expect that the trail will be used by this group, in fact, local fat-tire enthusiasts are eagerly anticipating the trail’s completion. The site would be able to accommodate fat-tire races that are growing in popularity. In winter, we expect limited use by snowshoe and cross country skiers. The trail will be open for these uses but will not be groomed for skiing, so use may be limited.

6C) Will this project provide year round trail use? If it is planned to provide year round use, outline which users indicated above will benefit and how the facility will be maintained for those uses.

The trail will accommodate year round use but we expect most use will occur by hikers in the summer and upland bird hunters in the fall. The trail will provide excellent opportunities for spring ephemeral flower viewing and photography, especially for orchids, which are abundant in the area. The trail will be cleared of downed trees and brush once per year and mowed once per year by Red Lake WMA staff. This is how other walking trails in the area are maintained. This level of maintenance keeps trails open for foot and mountain bicycle traffic while still offering a “wilderness” experience. Snowshoeing requires no winter trail maintenance. Cross country skiing will be available early in the season before large snowfalls occur.

7) REGIONAL SIGNIFICANCE:

To be eligible for this grant, the project must demonstrate that it is of regional or statewide significance. Describe how your project meets each of the identified criteria listed below. Trails must meet the first two criteria specifically and must address criteria three, four, and five in aggregate. Complete the three boxes below for each.

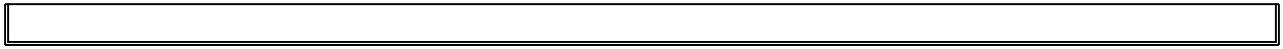
1. Regionally desirable setting: The trail is located in a regionally desirable setting. Criteria include attractive, unusual, and/or representative landscapes, important destinations, or high quality natural areas.

This trail will be located within Beltrami Island State Forest (BISF). The area is dominated by some of the most significant peatlands in the world and delineates the western edge of the prairie/forest transition zone in northern Minnesota. Because of its location in the transition area, the BISF boasts an impressive diversity of plant and animal species, including 165 species of birds. Because of this, the area is a popular destination for birders utilizing the Pine to Prairie Birding Trail, a driving tour route that links the Red River Valley and the forested regions of the state. The area is also a popular hunting destination for Ruffed Grouse and White Tail Deer and boasts 72 disconnected walking trails that are usually one mile or less in length. The area also boasts Hayes Lake State Park, Bemis Hill and Clear River Campgrounds, Penturan Church and multitudes of remnant homesteads and cemetery sites that provide historical context of the era of European settlement. The trail will also include Norris Camp, a former Civilian Conservation Corps Camp with many well preserved buildings and historic remnants. The trail will also closely abut Luxemburg Peatland Scientific Natural Area (SNA), Norris Camp SNA and Mulligan Lake Peatland SNA. Scientific Natural Areas are lands with Minnesota's highest designation of biological importance and are sites of significant natural heritage.

2. High quality opportunity and use: The trail serves as a destination, providing high quality recreational opportunities, attracts a regional clientele (multiple communities), potentially may draw tourists, and generates an economic impact from outside the local area. The trail should be developed and maintained to include easy access, secure parking, access to drinking water and other necessary services, and is wide enough or designed in such a way to avoid user conflict and provide a safe experience.

The greater Beltrami Island area so large (over one million acres of public land) that visitors are often overwhelmed. This trail will provide a destination for visitors as well as a link to other attractions in the forest and a safe avenue for exploration. Currently, 72 walking trails are maintained by the DNR in the BISF area, but the trails are short and discontinuous. This trail will link 8 of these trails and provide an expansive network of trails will ultimately exceed 50 miles in total length. Peak use of the forest occurs in fall when upland game hunters pursue ruffed grouse and spruce, which are plentiful in the area. This trail will serve hunters who desire a quiet, rugged, non-motorized experience. It will also provide a destination for non-consumptive recreationists who wish to walk, hike and backpack in the area, a resource which is currently lacking in northwest Minnesota. The trail will have numerous access points along State Forest Roads

3. Adequate length: The trail provides at least an hour of outdoor recreation opportunity, or connects to other facilities that can provide at least an hour of recreation in total.
4. Connections: The trail currently or potentially will link to an existing trail of regional or statewide significance. This includes providing connections between significant trails, or connecting communities/ community facilities to these trails.
5. Scarcity of Trail Resources: The trail provides a high quality recreational opportunity not otherwise available within a reasonable distance.



8) PROJECT DESCRIPTION:

Provide a description sufficient enough to understand the project. Indicate prominently whether this is primarily a new trail or facility development request, an enhancement to an existing trail or facility, or an acquisition. Make sure to include the design specifics of the project, such as the trail width (paved multi-use bicycle/pedestrian trails must be at least 10 feet wide). Include how this project will be immediately available for use by the general public. If this project is a phase of a larger project, very briefly describe how it fits into the larger plan, however, focus specifically on how the grant funds will be used for this project. Also, briefly explain why it is important for this project to be funded. Use the box below.

This is phase 1 of a 2 phase project to provide a 50+ mile trail in Beltrami Island State Forest. This trail is circular in nature to provide a unique experience for those wanting to traverse the trail in its entirety. The entire trail will be approximately 12 feet wide and will encompass the development of new trail construction along with the enhancement of existing trail work to tie it all in. Currently no facilities or land acquisition is required for the completion of this trail. The attached documentation titled LOW RGS Star of the North trail shows the proposed route in its entirety. Upon completion of phase 1 the general public will be able to access approximately 25 miles of trail. Both phase 1 and phase 2 (complete trail) will intersect numerous existing trails and woods access points. Northern MN is lacking walking trails in the vast Beltrami Island State Forest. This trail, should it be funded, would fill a gap that exists in Northern MN.

9) PROJECT COST BREAKDOWN:

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the facility (linear feet, dimension of structures, number of components, etc.), the total estimated cost and the expected completion date for each. Include materials, landscaping, design/engineering services, contract service, etc. Add or delete rows in the text boxes below as appropriate. For acquisition projects, fill out the acquisition table.

Trail/Facility	Description	Estimated Cost	Expected Completion Date
Trail	Gates	\$7,500	
Trail	Signage	\$5,500	
Trail	ASV with Brush cutter	\$12,000	
Trail	Bulldozer	\$12,000	
Trail	Fuel	\$2,000	
Trail	Small bridge	\$1,000	
Total		\$40,000	

ACQUISITION (if applicable):			
Description of Parcel	Acres or Miles of Trail	Reasonable Market Value Estimate	Expected Acquisition Date
N/A			
Total		\$	

10) PROJECT LOCATION MAP:

It is important for reviewers to have an idea of where in the state and/or your region the project being proposed is located. This map must be 8 ½" X 11" in size ONLY, should be in color, and be able to show where the project is generally located within the state or region. So typically the scale of this map is very large. Insert the map here.

11) PROJECT SITE LEVEL MAP:

It is also important for the reviewers to be able to see where the project is located within the context of a city, county, park, etc. This map must be 8 ½” X 11” in size ONLY, should be in color, and should be very effective at showing how the project fits within its specific context. The map must show existing trails/facilities, proposed trails/facilities as directly proposed as part of the project, and future trail/facility development/acquisition plans. Make sure to include a key to the map. A clear and high quality map is very important in explaining the project. The scale of this map is usually small. Insert the map here.

12) SITE AND PROJECT QUALITY:

What considerations have been given to the needs of the intended trail user groups and are they appropriate for the location? What attractive features exist on site or within view of the proposed project that may bring in potential user groups to this project location? What other facilities (if any) are on site or within the trail corridor that enhances this project? Describe what attractive features exist on the site or within view. Use the box below.

Northern MN is a very diverse landscape. However, there are not a lot of trails where viewing this landscape with its flora and fauna are feasible. This trail will provide countless opportunities to enjoy all that northern MN has to offer. The greater Beltrami Island area is so large (over one million acres of public land) that visitors are often overwhelmed. This trail will provide a destination for visitors as well as a link to other attractions in the forest and a safe avenue for exploration. Currently, 72 walking trails are maintained by the DNR in the BISF area, but the trails are short and discontinuous. This trail will link 8 of these trails and provide an expansive network of trails will ultimately exceed 50 miles in total length. Peak use of the forest occurs in fall when upland game hunters pursue ruffed grouse and spruce, which are plentiful in the area. This trail will serve hunters who desire a quiet, rugged, non-motorized experience. It will also provide a destination for non-consumptive recreationists who wish to walk, hike and backpack in the area, a resource which is currently lacking in northwest Minnesota. The trail will have numerous access points along State Forest Roads making access to the trail easier. The area is dominated by some of the most significant peatlands in the world and delineates the western edge of the prairie/forest transition zone in northern Minnesota. Because of its location in the transition area, the BISF boasts an impressive diversity of plant and animal species, including 165 species of birds. Because of this, the area is a popular destination for birders utilizing the Pine to Prairie Birding Trail, a driving tour route that links the Red River Valley and the forested regions of the state. The area is also a popular hunting destination for Ruffed Grouse and White Tail Deer and boasts 72 disconnected walking trails that are usually one mile or less in length. The area also boasts Hayes Lake State Park, Bemis Hill and Clear River Campgrounds, Penturan Church and multitudes of remnant homesteads and cemetery sites that provide historical context of the era of European settlement. The trail will also include Norris Camp, a former Civilian Conservation Corps Camp with many well preserved buildings and historic remnants. The trail will also closely abut Luxemburg Peatland Scientific Natural Area (SNA), Norris Camp SNA and Mulligan Lake Peatland SNA. Scientific Natural Areas are lands with Minnesota's highest designation of biological importance and are sites of significant natural heritage.

13) PROJECT READINESS:

What is the current status of the project? Can the project begin immediately? What major activities must still be accomplished before the project can begin? Will the project be completed within the appropriation timelines? At a minimum, please reference land acquisition requirements, status of engineering/design, and relevant permits and approvals that have/have not been obtained for the project. Is there urgency to move ahead with this project now, and what consequences are looming if it is not funded? Use the box below.

Currently approximately 40% of the proposed trail is immediately ready to begin construction. The remaining 60% are in the scouting stages. Upon completion of the scouting, the MN DNR will walk the trail to determine the feasibility of a trail being constructed. Should grant funding be procured, the remainder of the scouting and MN DNR concurrence would be accomplished prior to starting and within the appropriation timelines.

14) ACCESSIBILITY (ADA):

All facilities that are developed, or portions thereof, using these funds must be accessible for persons with disabilities or be eligible for an exemption. The Americans with Disabilities Act (ADA) has developed guidelines for outdoor developed areas, buildings and facilities and is available at www.access-board.gov. Will the project facilitate and/or improve ADA access to existing trails or trail related facilities? Describe how the trail or facility is designed for use by persons of all abilities and takes into consideration ADA design standards. If your project will not be ADA accessible, list the specific exemption permitted in ADA guidelines. Use the box below.

Portions of the trail will likely need a 1019 exemption. Portions of the trail that are flat, even and dry may provide additional access into the forest from parking areas. Other portions of the trail require a 1019 exemption because of the following: 1) compliance is practicable due to terrain- this will be a rugged trail through a forest and will contain occasional wet spots, tree limbs, slopes or uneven ground. 2) Compliance cannot be accomplished with the prevailing construction practices-Initial clearing of trees and annual mowing maintenance is will generally not be sufficient to guarantee ADA compliance, although portions of the trail may be compliant. 3) Compliance would fundamentally alter the function or purpose of the facility or the setting- This is intended to provide a rugged experience for users attempting to “get away” from society. Significant construction or manicuring of trails would fundamentally change the user experience.

15) CONNECTIVITY:

<p>15A) Describe how the trail project will connect multiple destinations and/or communities. Use the box below.</p>		
<p>The completed trail will connect 8 currently disjunct walking trails. It will connect many cultural heritage sites, including a well maintained former Civilian Conservation Corps Camp at Norris Camp that is on the National Historic Registry, multiple settlement era homestead and cemetery sites, as well as Penturan Church, a restored historic site in the middle of Beltrami Island State Forest. It will also nearly connect several Scientific Natural Areas including Luxemburg SNA, Norris Camp SNA and Mulligan Lake Peatland SNA (it is illegal to develop trails within SNAs, but this trail will go near these SNAs and provide better foot access to these currently remote natural areas for the public).</p>		
<p>15B) Does the trail project connect directly to an existing state or regional trail? Check all that apply to the right and describe in the box below if applicable.</p>	Connects to Designated and Existing State Trail:	YES
	Connects to Designated and Existing Regional Trail:	NO
<p>Due to the scope of this trail project the intersection of numerous existing trails will occur. The trails that will be intersected are snowmobile grant in aid trails along with ATV trails. The trail also crosses numerous minimum maintenance roadways and forest access roads/trails within the Beltrami Island State Forest.</p>		
<p>15C) Does the trail project connect directly to an existing state park, state recreation area, regional park, high quality natural resource, local recreation area, or local park? Check all that apply to the right and describe in the box below if applicable.</p>	Connects Directly to a State Park or State Recreation Area:	NO
	Connects Directly to a Regional Park or Regional Recreation Area:	NO
	Connects Directly to a Local Park or Recreation Area:	NO
	Connects Directly to a High Quality Natural Resource (not included above):	NO
<p>15D) Describe how the trail project contributes to the overall connectivity of the trail system in the area. Specifically, how well does the project connect existing trail networks or fill critical gaps within the trail system? How well does the project help promote connectivity among trail networks statewide? Use the box below.</p>		
<p>This trail will provide a destination for visitors as well as a link to other attractions in the forest and a safe avenue for exploration. Currently, 72 walking trails are maintained by the DNR in the BISF area, but the trails are short and discontinuous. This trail will link 8 of these trails and provide an expansive network of trails will ultimately exceed 50 miles in total length. Furthermore this trail will intersect numerous forest roads, access trails, and existing trails. This trail would then be the tie in for the entire areas trail system</p>		

16) NATURAL RESOURCE IMPACT:

Describe the potential impact to natural resources by the project and efforts to avoid or mitigate adverse effects. This includes considerations for trail design and construction practices, noise, odors, dust control measures, surface erosion, fish and wildlife populations, damage to wetlands or other ecologically sensitive natural resources, landscaping that includes native planting, and historical/archaeological sites. Also, demonstrate the compatibility of the proposed project with existing adjoining land uses. To the extent possible, all landscaping or plantings that are done in the project area must be native to Minnesota and preferably of the local ecotype, and describe below how this project will comply with this requirement.

Protecting the natural resources is foremost in the completion of this trail project. The trail will be constructed during the winter season when fragile ground is frozen. The MN DNR will map the final trail route through the least intrusive area of Beltrami Island State Forest.

ATTACHMENT CHECKLIST

REQUIRED ATTACHMENTS (All attachments MUST be 8 ½ by 11 ONLY)	
	<p>Attachment A – Required Certifications</p> <p>The first signature block is to be signed by the proper authority for the grant applicant. The specific manager of the facility that is being rehabilitated, enhanced or developed should sign the second section. If the proposed project will utilize public land that is not under the jurisdiction of the grant applicant, the proper authority must sign the final section in order to assure that they are both aware and supportive of the project.</p>
	<p>Attachment B – Resolution Supporting Application</p> <p>The application must be accompanied by either a copy of a resolution, council minutes or some other official documentation that demonstrates that the local unit of government supports the proposed project and the consequent application. The resolution does not need to have a specific form or specific language, as long as it satisfies what was outlined in the previous sentence. A sample resolution has been included. The sample resolution is a combination type resolution example. It shows support of the grant application (as required above), and if the project is awarded, it includes language to support accepting the grant award, names the fiscal agent, and states that the facility or trail will be maintained for no less than twenty years. This combination resolution helps eliminate the need for an additional resolution for this project in the future, if awarded a grant.</p>
ADDITIONAL ATTACHMENTS (if applicable)	
	<p>Attachment C – Letters of Support</p> <p>Letters of support are an important factor for reviewers when selecting projects. There should be an effort to solicit letters from specific groups that will derive a direct benefit from the project. The applicant is also welcome to provide letters of support from all other sources as well.</p>
	<p>Attachment D – Transportation Funding Award Letter</p> <p>If this project is scheduled to receive Federal Transportation funds, then your local MnDOT district should have notified you in some manner. Please attach this notification and fill in the year in which you are scheduled to receive the funding under question 3.</p>

Attachment A – REQUIRED CERTIFICATIONS

Complete the Required Certifications form below with original signatures.

For Grant Applicants:

“I hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge. I recognize that in the event of the proposed project being funded, this document will be used as an addendum to the agreement between the sponsoring unit of government and the state to guide project scope and reimbursement. I also acknowledge that all work must be completed by **June 30, 2017**, and no reimbursement will be sought for an in-house labor services and/or to meet existing payroll. I also preliminarily agree with plans to develop the proposed trail related project on land administered by my agency.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

For Trail and Park Administrators:

“I substantially agree that the proposed trail related project will be mutually beneficial to the local community, as well as to the goals and purposes for which this recreation unit was established. I will cooperate in its provision if the project proposal should be funded.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

For All Administrators of Public Lands Crossed/Utilized in the Proposed Linkage

(Required only if the proposed project will utilize public land that is not under the jurisdiction of the grant applicant):

“I preliminarily agree with plans to develop the proposed trail related project on land administered by my agency, and I will cooperate in seeking more formal authorization in the event the project proposal is authorized for reimbursement.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

SAMPLE RESOLUTION

DELETE THIS PAGE AND REPLACE WITH ACTUAL RESOLUTION

WHEREAS, the City of Sunnybrook supports the grant application made to the Minnesota Department of Natural Resources for the Regional Trail Program. The application is to construct five (5) miles of paved trail for the Sunnybrook Recreational Trail System. The trail system is located within 30 acres of Sunnybrook Park, and

WHEREAS, the City of Sunnybrook recognizes that it has secured \$50,000 in non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, if the City of Sunnybrook is awarded a grant by the Minnesota Department of Natural resources, the City of Sunnybrook agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Sunnybrook will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, the City Council of the City of Sunnybrook names the fiscal agent for the City of Sunnybrook for this project as:

Jane Doe
Director of Finance/Treasurer
City of Sunnybrook
87224 Happy Trails Avenue
Sunnybrook, MN 26395

BE IT FURTHER RESOLVED, the City of Sunnybrook hereby assures the Sunnybrook Recreational Trail will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SUNNYBROOK THIS _____ DAY OF _____, 2015.

MARY DOE - MAYOR

ATTEST:

JOHN DOE - CITY CLERK

SERVICE CONTRACT

THIS AGREEMENT is made and entered into by and between the County of Roseau, Minnesota, (County), 606 5th Ave SW Roseau, Minnesota 56751, and Keith Block (contractor), 848 29th Avenue SW, Baudette, MN 56623.

RECITALS

WHEREAS, the County desires to purchase services of Contractor to perform Subsurface Sewage Treatment System (SSTS) design review, soil verification, and complaint investigation/compliance inspection duties; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the County and the Contractor agree as follows:

1) Term and Cost of Agreement

Contractor agrees to furnish SSTS soil verification and complaint investigation services on behalf of the County during the period commencing January 1, 2015, and terminating December 31, 2016.

Contractor shall be paid \$100.00 for each design review, \$200.00 for each on-site soil verification visit, and \$225.00 for each on-site complaint investigation/compliance inspection. Contractor shall be entitled to reimbursement for vehicle expenses/mileage at the rate established annually by the IRS.

2) Services to be Provided and Locations

Contractor shall provide all requested services at locations throughout Roseau County, as directed by the Roseau County Environmental Office.

3) Independent Contractor

Nothing contained in the Agreement is intended or should be construed as creating the relationship of joint ventures within the County or the Department. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

4) Indemnification and Insurance

The contractor agrees it will defend, indemnify and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

Comprehensive General Liability Coverage:

Contractor must obtain and maintain primary insurance coverage for the complete term of the contract. Contractor's insurance must meet the following minimum required liability limits:

Each Occurrence	\$1,500,000
Personal Injury & Advertising Injury	\$1,500,000
General Aggregate	\$3,000,000
Products and Completed Operations Aggregate	\$3,000,000
Fire Damage Limit	\$ 100,000
Medical Expense	\$ 5,000

Contractor may utilize Excess Umbrella/Liability coverage to reach the total required limits.

Prior to the effective date of this contract, and as a condition precedent to this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required primary insurance coverage. The Certificate of Insurance must name Roseau County as an additional insured for all relevant coverages. Contractor's insurance policy must contain a provision that states that coverage will not be cancelled without 60 days prior written notice to the County.

Contractor shall be responsible for any deductible or self-insured retention contained within the insurance policy.

Workers' Compensation Coverage

Contractor must obtain and maintain workers' compensation coverage in accordance with applicable state and federal laws for the complete term of this contract. Prior to the effective date of this contract, Contractor shall furnish the County with an original Certificate of Insurance, from an insurance company acceptable to the County and signed by a person authorized by the insurer to bind coverage, as evidence of the required workers' compensation coverage.

5) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

6) Records – Availability and Retention

Pursuant to Minn. Statute 16B.06, subd. 4, the Contractor agrees that the County, the State Auditor, or any other of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement.

7) Merger and Modification

It is understood and agreed upon that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modification, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

8) Default and Cancellation

If the Contractor fails to perform any of the provisions of the Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Contractor's default is excused, the County, through the Department, may, upon written notice, immediately cancel this Agreement in its entirety.

This agreement may be cancelled without cause by either party upon thirty days' written notice.

9) Nondiscrimination

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment

rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any service contemplated under this contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The contractor shall be responsible for the performance of all subcontractors.

Dated this ____ day of _____, 2015.

COUNTY OF ROSEAU

CONTRACTOR

BY: _____
Jack Swanson
Roseau County Board Chairman

BY: _____
Keith Block,
KB Bobcat Service

BY: _____
Jeff Pelowski
Roseau County Coordinator

Approved as to Form and Execution:

BY: _____
Karen Foss
Roseau County Attorney

Contract for RTC (Rural Transportation Collaborative)

Volunteer Driver Services

Contract Dates: March 1, 2015 to December 31, 2015

Name of Organization: Roseau County Social Services

Contact Person(s): David Anderson

Contact Person Phone Number(s): 218-463-2411

Billing Address: Roseau County Social Services

208 6th St. SW

Roseau, MN

Terms and Conditions

Tri-Valley Rural Transportation Collaborative (RTC) is a provider of mileage based volunteer transportation services. The purpose of this contract is to define the rights and obligations of the parties involved. The provisions in this contract establish the necessary and required minimum standards that the parties to this contract shall follow.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT**. This contract shall be effective for the dates listed above.
 - a. If at any time Tri-Valley RTC or Roseau County Social Services is unhappy with the service, both parties will meet to see how the dissatisfaction can be handled.
 - b. RTC Clients will be picked up and dropped off at locations set forth by Roseau County and no additional pick-up or drop off locations will be provided for RTC Clients unless approved by Roseau County. Tri-Valley RTC will wait 15 minutes for passengers to be picked up before leaving pick-up location.
 - c. If RTC clients don't show for their scheduled ride(s), Roseau County will be charged for the no show mileage. Following a second no show, the RTC client will be sent the RTC No Show Policy.

- d. Tri-Valley RTC has no control over weather conditions, if Tri-Valley RTC Program staff and/or volunteer driver feels the weather is becoming unsafe for travel, the RTC ride will be cancelled. Calls will be made to confirm cancellation of the scheduled ride(s).

- II. **TRI-VALLEY RTC TRANSPORTATION OBLIGATIONS.** Tri-Valley RTC Transportation will provide transportation for Roseau County passengers as provided in the referral documentation.
- III. **TERMS OF PAYMENT.** Payments shall be made by Roseau County within 30 calendar days after Tri-Valley Opportunity Council, Inc's presentation of invoices for services performed and acceptance of such services by Roseau County's authorized representative. See Attachment A for Payment Schedule.
- IV. All services provided by Tri-Valley RTC Transportation pursuant to this contract shall be performed to the satisfaction of Roseau County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
- V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

Roseau County's Authorized representative is:
Name: Dave Anderson, Roseau County Social Services Director
Address: 208 6th St. SW, Roseau, MN 56751
Email address: dave.anderson@co.roseau.mn.us

Tri-Valley's Authorized representative is:
Name: Cynthia Pic, Transit Program Director
Address: PO Box 607, 102 North Broadway, Crookston, MN 56716
Email address: cpic@tvoc.org

RTC Program Contact is:
Name: Marcia Haglund, RTC Coordinator
Email address: Marcia@tvoc.org

- VI. **CANCELLATION AND TERMINATION.** This contract may be cancelled by Roseau County or Tri-Valley RTC Transportation at any time, with or without cause, upon sixty (60) days written notice. In the event of such a cancellation, Tri-Valley RTC Transportation shall be entitled to payment for services rendered.

VII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Roseau County or its employees individually or jointly with others, or any subcontractors shall not be released prior to receiving the approval of Tri-Valley RTC Transportation's authorized representative.

VIII. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound there by.

APPROVED:

Tri-Valley Opportunity Council, INC.

By
Transportation Program Director
Date

Roseau County Social Services

By (authorized signature and printed name)
Title
Date

Attachment "A"

Tri-Valley Opportunity Council
 102 N. Broadway Crookston, MN 56716

Effective October 1, 2014

Access Service Common Carrier Transportation Rates for Medical Assistance (MA) Clients (Non-Waiver) and County Funded Clients:

A0100	NET taxi or equivalent, Curb to Curb	\$10.00 base \$.955 per mile
A0100	Taxi or equivalent, Door to Door	\$10.00 base \$.955 per mile

Tri-Valley Heartland Express Bus service for local transportation within the cities of Crookston, Mahanomen and Thief River Falls will be paid at \$2.00 per trip or \$4.00 per round trip for requested non-same day transportation. Requested same day transportation will be paid at \$3.00 per trip or \$5.00 per round trip. A trip cost of \$2.00 per trip will be paid for clients that schedule and fail to ride.

Tri-Valley Heartland Express Bus Transportation for rural routes will be billed at the scheduled rural route rate.

Collaboration with Paul Bunyan Transit (Roseau County) will be billed at the Paul Bunyan Transit scheduled route rate.

Meals, lodging, and parking fees will be reimbursed as reasonable costs of related travel expenses as defined in the DHS Health Care Access Services Biennial Plan.

All reimbursed transports that involve more than one client will be paid at \$10.00 per additional client rider.

Rates for Waivered Services Clients:

S0215 6160	Transportation mileage (Noncommercial Vehicle)	Current IRS Rate	CADI, TBI, DD, AC, EW
S0215 6160	Transportation mileage (Commercial Vehicle -Bus)	\$2.00/ride \$3.00/ride sameday	CADI, TBI, DD
T2003 5160	Transportation, One Way Trip	\$18.78	DD
T2003 6160	Transportation, One Way Trip	\$18.78	CADI, TBI, AC, EW
T2001 6160	Transportation-	\$12.23	CADI, TBI

Contractor agrees to administrate and coordinate authorized client access transportation through the most appropriate and cost effective method of transportation available.

No payments for transportation will be made for services provided to Prepaid Medical Assistance Plan (PMAP) enrollees eligible for reimbursement through a Managed Care Organization or where any private pay, or other third party reimbursement is available.

Meals, lodging, and parking fees will be reimbursed as reasonable costs of related travel expenses as defined in the DHS Health Care Access Services Biennial Plan for PMAP enrollees.

It is furthermore understood and agreed to by both parties that the Amendment supersedes all agreement to the subject matter hereof effective January 1, 2015.

JACK SWANSON COMMITTEE REPORTS

FEBRUARY 11, 2015 - ROSEAU CONVENTION & VISITORS BUREAU

FEBRUARY 12-13, 2015 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE

FEBRUARY 16, 2015 - ROSEAU COUNTY COMMITTEE ON AGING - Senior Medical Travel; disposition of Far North Transit building

FEBRUARY 17, 2015 - SOCIAL SERVICES BOARD

FEBRUARY 17, 2015 - HIGHWAY COMMITTEE

FEBRUARY 17, 2015 - ROSEAU COUNTY LAND SALE

FEBRUARY 17, 2015 - ROSEAU COUNTY TOWNSHIP OFFICERS ASSOCIATION - Martie Monsrud, Steve Gust, Brian Ketring, Jack Swanson spoke on behalf of Roseau County

FEBRUARY 18, 2015 - NORTHWEST EMERGENCY COMMUNICATIONS BOARD - discussed contract with Headwaters Regional Development Commission for administrative services, and the need for a System Administrator

FEBRUARY 21-24, 2015 - NATIONAL ASSOCIATION of COUNTIES LEGISLATIVE CONFERENCE (WASHINGTON, DC)

FEBRUARY 25, 2015 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY - status of Far North Transit building

FEBRUARY 26, 2015 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE - MCRF update; agenda for March AMC Board of Directors meeting in St Paul

FEBRUARY 26, 2015 - ROSEAU COUNTY COMMITTEE ON AGING - consensus to recommend contracting w/ Tri-Valley for Senior Medical Travel

FEBRUARY 27, 2015 - BIG FOUR (ST PAUL) - presentation from Susan Brower (Minn State Demographer) who said Minnesota will continue to grow by about 8% over the next ten years, but most of the growth will be in senior citizen and school-age child populations

MARCH 2, 2015 - ASSOCIATION OF MINNESOTA COUNTIES STRATEGIC PLANNING

MARCH 2, 2015 - ROSEAU CITY COUNCIL

MARCH 4-5, 2015 - ASSOCIATION OF MINNESOTA COUNTIES LEGISLATIVE CONFERENCE (ST PAUL)

MARCH 4, 2015 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS

