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## **REGULAR BOARD MEETING AGENDA**

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on November 8, 2016, 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 Delegations/Board Appointments/Public Comments\***

**9:05 Consent Agenda**

1. October 25, 2016 Board Proceedings
2. Roseau/Lake of the Woods Sportsman's/North Star ATV Clubs Grant Funding Application
3. Gravel Lease Renewal
4. Bureau of Criminal Apprehension (BCA) Joint Powers Agreement
5. Unclaimed Property
6. Credit Card Policy
7. Minnesota Lawful Gambling Permit

**9:10 Department Reports**

**9:10 Committee Reports**

**9:10 County Board Items**

1. Commissioner Committee Reports

**10:00 Unfinished Business**

**10:00 Adjourn**

**\*Limited to five minutes**



# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

October 25, 2016

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, October 25, 2016 at 9:00 a.m.

## CALL TO ORDER

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

## APPROVAL OF AGENDA

The Highway Department's gravel lease renewal was removed from the Consent Agenda. A discussion on publishing an article on County Program Aid and a discussion on establishing a list of County Highlights for the AMC District 3 meeting on October 27, 2016, were added to County Board items. A motion to approve the amended Agenda was made by Commissioner Phillipe, seconded by Commissioner Miller and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Commissioner Phillipe announced that Brenda Baumann will be the Economic Development Representative for Marvin Windows and Doors as well as for the City of Warroad; and, announced that there will be a meeting on railroad quiet zones on November 8, 2016. Commissioner Swanson reminded the Board of the Association of Minnesota Counties (AMC) District 3 meeting on October 27, 2016, and Coordinator Pelowski reminded the Board of the meeting on October 26, 2016, with DNR Commissioner Landwehr.

## APPROVE BILLS

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

### Warrants Approved For Payment 10/13/2016

<u>Vendor Name</u>	<u>Amount</u>
MINN-DAK ASPHALT INC	460,679.41
MORRIS SEALCOAT & TRUCKING INC	29,656.90
R & Q TRUCKING INC	17,488.00
RIVERFRONT STATION	2,022.83
ROSEAU CITY	10,579.51
SATHER LAW OFFICE	5,561.36
SIMMONS CONTRACTING LLC	12,775.00
13 Payments less than 2,000.00	6,204.94
<b>Final Total:</b>	<b>544,967.95</b>

### Warrants Approved For Payment 10/20/2016

<u>Vendor Name</u>	<u>Amount</u>
KNIFE RIVER MATERIALS	3,871.25
MINN-DAK ASPHALT INC	662,322.49
11 Payments of less than 2,000.00	6,458.80
<b>Final Total:</b>	<b>672,652.54</b>

### Warrants Approved On 10/25/2016 For Payment 10/28/2016

<u>Vendor Name</u>	<u>Amount</u>
ANDREW J STOSKOPF TRUCKING INC	18,845.57
ASSN OF MN COUNTIES	2,250.00
CDW GOVERNMENT INC	33,808.78
COAST TRUE VALUE	3,234.76
ERICKSON ENGINEERING CO., LLC	9,790.00
HOFFMAN PHILIPP & KNUTSON	12,273.00
JOBS HQ	3,103.40
JOHNSON OIL CO INC	4,535.00
KRAUS ANDERSON	11,345.94
MATTSON PHARMACY INC	18,663.67
NORTHERN RESOURCES COOPERATIVE	2,010.92
R & Q TRUCKING INC	5,447.83
THE CAULKERS COMPANY, INC	9,500.00
TRUE NORTH STEEL	37,662.93
UNIVERSAL RECYCLING TECHNOLOGIES	4,914.80
60 Payments less than 2,000.00	23,833.23
<b>Final Total:</b>	<b>201,219.83</b>

In addition, the Board approved a forthwith payment to Lyle Roseen, in the amount of \$290.00, for beaver removal and inspection on CD 24.

## **CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Foldesi, seconded by Commissioner Swanson and carried unanimously. The Board, by adoption of its Consent Agenda, approved the October 11, 2016 Board Proceedings; approved the Roseau County Trailblazers FY2017 State of Minnesota Maintenance and Grooming Grant Agreement, in the amount of \$114,061.00; and, approved a Roseau/Lake of the Woods Sportsman's Club Request for Reimbursement, in the amount of \$1,326.24, for grant writing and trail repair expenses.

## **DEPARTMENT REPORTS**

### Auditor

Auditor Monsrud met with the Board to set the General Election Canvassing Board date and to request the appointment of two Commissioners to this Board. A motion to set the Canvassing Board date for Tuesday, November 15, 2016 at 1:00 p.m., and to appoint Commissioners Phillipe and Falk to serve on this Board, was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously.

### Sheriff

Sheriff Gust met with the Board to request approval of Amendment Number Six to the A'viands Food Management Agreement. A motion was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously to approve Amendment Number Six to the A'viands Food Management Agreement, effective January 1, 2016 through December 31, 2017, with the management fee of \$556.97 and the administration fee of \$106.09, effective July 1, 2016; and, as of January 1, 2017 the management fee will be \$573.68 and the administration fee will be \$109.27.

## **COUNTY BOARD ITEMS**

### CPA Letter

Commissioner Swanson requested the Board consider publishing a letter in support of a proposed County Program Aid formula change and funding increase. A motion to publish, in the three County papers and the Northern Watch, a letter acknowledging Roseau County's support

of the proposed changes to County Program Aid was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

#### AMC District 3 Meeting Topics of Interest

The Board agreed to highlight the following topics at the AMC District 3 meeting on Thursday, October 27, 2016: Capital Improvement Projection Plan, 0% Levy for the seventh year in a row, support of proposed CPA changes; programs in place for drug/alcohol problems, (i.e., DUI Court, Drug Court, Team EPIC, etc.).

#### Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): International Watershed Board, 10/17/16; Social Services Board, 10/18/16; Lake Bottom Project Team meeting, 10/19/16; Northwest Community Action annual meeting, 10/19/16.

Commissioner Miller reported on the following committee(s): One Watershed, One Plan meeting, 10/12/16; Social Services Board, 10/18/16; Highway Committee, 10/18/16; Trails Connectivity meeting, 10/24/16.

Commissioner Phillippe reported on the following committee(s): Land of the Dancing Sky Area Agency on Aging, 10/17/16; Social Services Board, 10/18/16; Highway Committee, 10/18/16.

Commissioner Swanson reported on the following committee(s): Building Committee, 10/11/16; Jadis Town Board, 10/11/16; Roseau Convention and Visitors Bureau, 10/12/16; Statewide Emergency Communications Board Finance Committee, 10/13/16; Team "EPIC", 10/13/16; Association of Minnesota Counties (AMC) Board of Directors, 10/14/16; AMC District 5 meeting, 10/17/16; Social Services Board, 10/18/16; Highway Committee, 10/18/16; Domestic Violence Advisory Board, 10/18/16; Juvenile Detention Alternatives Initiative meeting, 10/19/16; AMC District 9 meeting, 10/24/16; AMC District 10 meeting, 10/24/16.

#### Unfinished Business

The Board discussed the Homeland Security Emergency Management program and potential discussion topics for the meeting with Commissioner Landwehr on October 26, 2016.

Upon motion carried, the Board adjourned the meeting at 10:30 a.m. The next regular meeting of the Board is scheduled for November 8, 2016 at 9:00 a.m.

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Pelowski, County Coordinator  
Roseau County, Minnesota

\_\_\_\_\_  
Roger Falk, Chair  
Board of County Commissioners  
Roseau County, Minnesota





**OHV Trails Assistance Program  
Grant Funding Application  
(FORM 1)**

**7 DEPARTMENT USE ONLY**  
FY \_\_\_\_\_ Purchase Order Number # \_\_\_\_\_  
Grant amount: \_\_\_\_\_

**Check Type of Off-highway Vehicle Funding Applied for:**

- All-Terrain Vehicle Trail       Off-Highway Motorcycle Trail       Off-Road Vehicle Trail

**1. Off-highway Vehicle Trail information**

1A. Club name: Ros/Low Sportsman's Club (North Star)      1B. Date: 10/20/2016  
1C. Trail or trail system name: Ros/Low Trail System of (North Star)      1D. Miles of existing trail in GIA system: Ros/Low 80.79 89/North Star

**2. Trail administrator contact information and approval**

2A. Name: Myles Hogewon      2B. Signature: Myles Hogewon  
2C. Address (Street, Box Number, City, State, Zip Code): 68224 County Road #140 Rossett MD 56673  
2D. Preferred phone number: 218-689-6889      2E. Alternate phone number or Email Address: \_\_\_\_\_

**3. Public point of contact information and approval**

3A. Name: Myles Hogewon      3B. Signature: Myles Hogewon  
3C. Address (Street, box number, City, State, Zip Code): 68224 County Rd #140 Rossett MD 56673  
3D. Phone number (include area code): 218-689-6889      3E. Alternate phone number (include area code) or email address - optional: \_\_\_\_\_

**4. Trail fund request**

4. Total grant request (from question 4D project cost breakdown and explanation worksheet):  
\$ 23077.<sup>00</sup>

**5. Sponsor approval**

5A. Local unit of government sponsor/ contact name: 1      5B. Telephone number. (include area code): \_\_\_\_\_  
5C. Address (Street, Box Number, City, State, Zip Code): \_\_\_\_\_

5D. Authorized signature of sponsor: \_\_\_\_\_      5E. Name and Title: \_\_\_\_\_      5F. Date: \_\_\_\_\_

**6. DEPARTMENT USE ONLY [Certification by Department of Natural Resources]**

6A. Authorized signature: \_\_\_\_\_      6B. Date: \_\_\_\_\_

**Area Supervisor**

6C. Authorized signature: \_\_\_\_\_      6D. Date: \_\_\_\_\_

**Regional Manager**

**8. Required Attachments**

- 8A.  Project Location Map, Including Existing Trail in GIA System, Existing Trail Not in System , and any Trail Facilities and/or Bridges
- 8B.  Sponsor Resolution
- 8C.  Documentation of Required Permits and Approvals and Additional Project Supporting Information (Optional)



OHV Trails Assistance Program  
 Cost Worksheet maintenance/project (FORM 2) use with existing and new proposals

1.1. Club name: Roseau/Low Sportsmans Club, North Star 1.2. Date: 10/26/2016

1.3. Trail or trail system name: Ros/Low Trail System 1.4. Miles of existing trail in GIA system: 80.29 Ros/Low 89 North Star.

1.5. Local unit of government sponsor: Roseau County

1.6. Project Description (Provide a detailed Description of Project):  
Ros/Low Trail System

2. How project will be accomplished (Describe work needed):  
Maintenance of Access Improvement

Expenditures Reimbursable at 65%

A. ADMINISTRATION Explanation: Accounting & Grant Writing = 1500.<sup>00</sup>

B. ACQUISITION Explanation:

Labor	-	+	Mileage	-	+	Equipment	-	+	Materials	-	=	-
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C. CONSTRUCTION Explanation: Camping Improvements (Trail Hub)

Labor	<u>600.<sup>00</sup></u>	-	+	Mileage	<u>400.<sup>00</sup></u>	-	+	Equipment	<u>1000.<sup>00</sup></u>	-	+	Materials	-	=	<u>2000.<sup>00</sup></u>
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D. FACILITIES Description: Trail Hub

Labor	<u>400.<sup>00</sup></u>	-	+	Mileage	<u>600.<sup>00</sup></u>	-	+	Equipment	<u>500</u>	-	+	Materials	-	=	<u>1500.<sup>00</sup></u>
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E. TRAIL SYSTEM MAP PRINTING Explanation:

Total Cost (Sum A to E) = 5000.<sup>00</sup>

2.1. TOTAL COST REIMBURSEABLE @ 65% (Sum A to E X 65%) = 3250.<sup>00</sup>

Expenditures Reimbursable at 90%

F. MAINTENANCE Explanation: Ros/Low + North Star / Improve access & Repair water Damage

Labor	<u>3600.<sup>00</sup></u>	-	+	Mileage	<u>880.<sup>00</sup></u>	-	+	Equipment	<u>9000.<sup>00</sup></u>	-	+	Materials	<u>6300.<sup>00</sup></u>	-	=	<u>19780.<sup>00</sup></u>
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G. GROOMING (Only use if trail season is shared with groomed snowmobile use) Explanation:

Labor	-	+	Mileage	-	+	Equipment	-	+	Materials	-	=	-
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H. LIABILITY INSURANCE (maximum state allowed \$1,500 per year) Explanation: = 2250.<sup>00</sup>

Total Cost (Sum F to H) = 22030.<sup>00</sup>

2.2. TOTAL COST REIMBURSEABLE @ 90% (Sum F to H X 90%) = 19827.<sup>00</sup>

**3. Grant Request**

3.1.Total Expenditures Reimbursable at 65%	(From 2.1.)	=	3250. <sup>00</sup> -
3.2..Total Expenditures Reimbursable at 90%	(From 2.2)	=	19827. <sup>00</sup> -
3.3.Total Grant Request	(Sum 3.1. & 3.2.)	=	23077. <sup>00</sup> -
3.4..Balance remaining from previous grants		=	-
3.5.Grand Total State Cost	(Sum 3.4. - 3.3.)	=	-

Jon Vagle

From: Jon Vagle [jvagle@thuneinsurance.com]  
Sent: Wednesday, October 26, 2016 12:46 PM  
To: Jon Vagle



Renewal

**Commercial General Liability Coverage Declarations**

Customer Number: 1000024366  
Policy Number: A053792 01

Policy Period: 06/22/2016 to 06/22/2017  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Roseau / Lake of the Woods Sportsmans Club  
62707 County Rd 134  
Warroad, MN 56763

**Agency Name and Address:** 22900  
THUNE INSURANCE NETWORK  
P O BOX 10  
THIEF RIVER FALLS, MN 56701  
218-681-1714

Insured is a(n) Club

**Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

**Jon Vagle, CIC**

Risk Advisor  
P: (218) 463-1344 | C: (218) 469-1113 | F: (218) 683-4069  
jvagle@thuneinsurance.com | www.northriskpartners.com  
1083 3rd St. NW, P.O. Box 320 | Roseau, MN 56751



**NORTH RISK PARTNERS**<sup>®</sup>  
THUNE DIVISION









## Board of Commissioners

606 5<sup>th</sup> Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

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### RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF ROSEAU ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

2016-11-01

WHEREAS, the County of Roseau on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the county with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Roseau, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Roseau on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Sheriff, Steve Gust or his successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Amy Carlson, Civil Process Supervisor, is appointed as the Authorized Representative's designee.

3. That the County Attorney, Karen Foss, or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement Diane Roseen, Administrative Assistant, is appointed as the Authorized Representative's designee.

4. That Roger Falk, the Board Chair of the County of Roseau and Jeff Pelowski, the County Coordinator, are authorized to sign the State of Minnesota Joint Powers Agreements.

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on November 8, 2016.

(SEAL)

\_\_\_\_\_  
Jeff Pelowski  
Roseau County Interim Coordinator

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Roseau on behalf of its Sheriff's Office ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcbservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Two Hundred Seventy Dollars (\$270.00) or a total annual cost of One Thousand Eighty Dollars (\$1,080.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Sheriff Steve Gust, Roseau County Detention Center, 604 5<sup>th</sup> Avenue SW, Roseau, MN 56751, (218) 242-4820, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Roseau on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 116580, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

- 1. TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 2. Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

**f.** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

**g.** “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

**h.** “**Subscriber**” shall mean the Agency.

**i.** “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

**a. Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

**b. Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

**c. Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party 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 any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_



# Roseau County Treasurer

Date: November 2, 2016

To: Roseau County Board of Commissioners, Roger Falk, Chairman

From: Diane M. Gregerson, Roseau County Treasurer

RE: Roseau County Unclaimed Property

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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:

<u>No.</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>
120337	July 12, 2012	\$21.00	Bousavanh Phieumovong
5588	October 15, 2012	\$14.84	Natalie Starren
5622	February 1, 2013	\$40.00	Lereta Tax Service
7584	March 19, 2013	\$ 5.75	Jason P Duray
11888	August 6, 2012	\$ 6.00	Bobby Keosay
11937	September 5, 2012	\$ 6.50	Joel Hulst
11947	September 10, 2012	\$ 5.50	Templeton Murphy
11951	September 14, 2012	\$ 8.00	Leslie Mclean
11968	October 6, 2012	\$ 5.50	Darren Perkins
11972	October 8, 2012	\$ 5.75	Mark Stotts
12036	November 21, 2012	\$12.60	Mindee Berg
12105	January 17, 2013	\$11.75	Eric Johnson
12144	February 19, 2013	\$ 5.65	John Proper
12155	February 25, 2013	\$ 5.50	Connor Bakke
12208	April 2, 2013	\$17.00	Quest Horne
12219	April 11, 2013	\$ 5.35	Adam Hammer
12223	April 15, 2013	\$ 5.85	Tenille Specht

11/03/16

Roseau County

12283	May 23, 2013	\$ 7.47	Kaela Nelson
12287	May 25, 2013	\$ 9.50	Aaron Brazier
12292	May 28, 2013	\$ 6.25	Robert Espeland
12294	May 30, 2013	\$ 5.05	Garrett Ravndalen
12304	June 5, 2013	\$20.55	Andrew Kohl
12306	June 5, 2013	\$ 5.45	Ryan Norquist
12316	June 10, 2013	\$ 9.00	Katie Flick
12327	June 19, 2013	\$ 7.00	Corey Cooper
12336	June 24, 2013	\$97.64	Garrett Ravndalen
12347	June 30, 2013	\$11.00	Christopher Kokal

Total \$361.45



**I. Purpose:**

The purpose of this policy is to meet the State of Minnesota Office of the State Auditor recommendations regarding credit card use and policies which includes: the development of a comprehensive credit card policy that meets statutory requirements, good management practices, and includes internal control procedures.

It is further designed to provide Employees with clear information regarding the appropriate use of County issued credit cards.

**II. Scope:**

This policy applies to all County departments, officers, and employees.

**III. Background**

Per Minnesota Stat. 375.171 on December 27, 2006, the Roseau County Board approved the use of a county credit card by county officers and employees to make authorized purchases on behalf of the county.

**IV. Authorization**

The County Auditor and County Treasurer shall serve as Program Administrators of the county credit card.

A county credit card issued to an employee may be used by the employee for **approved** purchases and is **not transferable**. If a county officer or employee makes a purchase by credit card that is not approved by the County Board, the officer or employee is personally liable for the amount of the purchase. Unauthorized use of a County authorized credit card by any county employee or non-authorized individual may be subject to prosecution and disciplinary action as deemed appropriate up to and including termination.

**V. Controls**

The County Board, in consultation with Department Heads, sets the credit limit of each card. In general, cards issued to department heads are set with a \$5,000 limit and cards issued to all other employees are set with a \$1,000 limit.

- Credit card users must complete a credit card agreement prior to use.
- Credit card users must submit a Credit Card Purchase Claim Voucher along with original itemized receipts to the Auditor's Office within 7 days of the incurred expense.
- Department Heads are responsible for canceling lost or stolen credit cards issued to their department employees and immediately notifying the Program Administrators.

- Upon separation of employment, or employee transfer to a different department, the department head must return the employee credit card to the Program Administrators for cancellation

## VI. Eligible Uses:

The credit card may be used to:

- Guarantee rooms for conferences and or meeting attendance
- Purchase lodging and meals while attending authorized **overnight** meetings or trainings
- Pay registration fees for approved meetings or conferences
- Purchase supplies and/or materials when purchase of the item by credit card is more timely and or cost effective than if purchased by a county warrant
- Purchase airline tickets to attend authorized meetings or trainings
- Gasoline for county vehicles

## VII. Ineligible Uses:

The credit card MAY NOT be used for:

- Personal purchases
- Gasoline for a personal vehicle
- Cash advance
- Alcoholic beverages
- Meals without overnight lodging (per IRS Regulation these must be run through payroll)
- Personal Telephone calls
- Other items as stated in the Roseau County Employees Personnel Policy

## VIII. Monthly Reconciliation

Credit card receipts must be reconciled with the monthly billing statement prior to payment. The Treasurer's Office will receive a billing statement from the credit card company with a list of purchases made by the Department or its Employee(s) and will reconcile the statement to the submitted Credit Card Purchase Claim Voucher. All County credit card holders are responsible for insuring that the credit card purchase claim voucher and all itemized receipts have been submitted to the Auditor's Office within seven days of the incurred expense. Itemized receipts not submitted within thirty days (30) of the incurred expense will be deducted from the employee's paycheck. This allows for the billing statement to be reconciled in a timely manner.

## IX. Payment

Credit card bills will be paid as Commissioner Warrants and approved during regularly scheduled Board meetings. **The Board of Commissioners will not approve payment of credit card purchases that have not been verified and reconciled.** Employees are personally liable for all fees and service charges due to late processing of the credit card billing. The Auditor's office maintains a file of all original credit card statements.



MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Wakarusa Area Chamber of Commerce Previous Gambling Permit Number: X-05438-06-001

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: PO Box 551

City: Wakarusa State: MN Zip: 56743 County: Roseau

Name of Chief Executive Officer (CEO): Steve Hagen

Daytime Phone: 218-386-3543 Email: waco@wiktel.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal     Religious     Veterans     Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division    Secretary of State website, phone numbers:  
 60 Empire Drive, Suite 100    [www.sos.state.mn.us](http://www.sos.state.mn.us)  
 St. Paul, MN 55103    651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Springsteel Resort

Address (do not use P.O. box): 38004 Beach St.

City or Township: Lake Zip: 56743 County: Roseau

Date(s) of activity (for raffles, indicate the date of the drawing): 2-18-17

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

Bingo     Paddlewheels     Pull-Tabs     Tipboards

Raffle (total value of raffle prizes awarded for the calendar year: \$ \_\_\_\_\_)

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

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

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

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

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

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

Print County Name: Roseau

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: Lake Township

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

\_\_\_ a copy of your proof of nonprofit status, and  
 \_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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

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

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



**Roseau County Board  
October/November 2016 Meetings**

**Glenda A. Phillippe**  
**District One**

**October 25: Roseau County Board – Roseau**  
**October 25: Warroad Parks and Rec – Warroad**  
**October 26: Safe Kids – Warroad**  
**October 26: Sunshine Memorial Hospitality Home - Warroad**  
**October 26: Warroad Community Ed – Warroad**  
**October 27: Warroad Community Council (Team Epic) – Warroad**  
**November 1: Operations – Roseau**  
**November 1: Committee of the Whole – Roseau**  
**November 2: Land of the Dancing Sky – TRF**  
**November 8: Roseau County Board – Roseau**  
**November 8: Election Judge – Warroad**

**JACK SWANSON**  
**COMMITTEE REPORTS**

OCTOBER 27, 2016 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT III MEETING (THIEF RIVER FALLS)

OCTOBER 27, 2016 - ROSEAU SCHOOL BOARD; ratified two year, 7.06% salary & benefits increase for confidential employees

OCTOBER 31, 2016 - C G I

NOVEMBER 1, 2016 - CREDIT CARD COMMITTEE

NOVEMBER 1, 2016 - OPERATIONS COMMITTEE

NOVEMBER 1, 2016 - COMMITTEE OF THE WHOLE

NOVEMBER 2, 2016 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT VII MEETING (TRUMAN)

NOVEMBER 3, 2016 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT VIII MEETING (PIPESTONE)

NOVEMBER 4, 2016 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT VI MEETING (MONTEVIDEO)

NOVEMBER 7, 2016 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE TELECONFERENCE

NOVEMBER 7, 2016 - ROSEAU CITY COUNCIL