
REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on February 9, 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*

1. Valley Med Flight

9:30 Consent Agenda

1. January 26, 2016 Board Proceedings
2. Pine to Prairie Drug Task Force Joint Powers Agreement
3. Greater Minnesota Parks and Trails Resolution
4. Temporary Deputy Hire(s)

9:35 Department Reports

9:35 County Board Items

1. Commissioner Committee Reports

10:00 Unfinished Business

10:00 Adjourn

***Limited to five minutes**

VALLEY

MED FLIGHT

PO BOX 5328
GRAND FORKS, ND 58206
P: 701.772.0611
F: 866.828.5410
www.valleymedflight.com

Valley Med Flight, Inc. Plus Program Membership Service Provider Agreement

This Valley Med Flight Plus Program Membership Service Provider Agreement is entered into this 9th day of February, 2016 between **Valley Med Flight, Inc.**, (Valley Med Flight) a North Dakota corporation, and **Roseau County**, (Roseau County) a political sub-division of the State of Minnesota.

Whereas, Valley Med Flight has established its Valley Med Flight Plus Program in the State of Minnesota to promote its services and to provide affordable ambulatory health care, medical educational services and welfare-related benefits for its members and the communities served by Valley Med Flight; and

Whereas, Valley Med Flight has established its Plus Program Membership to aid in reducing the cost of ambulatory health care to its members and the citizens of Minnesota and other States in the Region including those citizens who are in financial hardship situations; and

Whereas, the rising health care costs are a growing concern to the leaders and citizens of Roseau County; and

Whereas, the parties desire to establish a service provider agreement through use of the Valley Med Flight Plus Program Membership (Valley Med Flight Plus Program) that will promote affordable ambulatory health care, promote Valley Med Flight services, and provide ambulatory health care savings to Roseau County citizens through membership in the Valley Med Flight, Plus Program.

Now Therefore in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1) The term of this agreement will be for One (1) year beginning February 9, 2016 and ending February 8, 2017. The term shall automatically renew for a period of one (1) year upon the expiration of each term of this agreement unless terminated sooner by the parties as provided herein.

Either party may terminate this agreement by giving the other 30 days advanced written notice. In the event of a mid-term termination any paid program fees for that term will be prorated and returned to Roseau County.

2) Valley Med Flight agrees to provide an annual Valley Med Plus Membership for each eligible resident of Roseau County and employees directly employed by Roseau County and to provide air ambulance service for the same upon the terms and conditions defined below. Said memberships are estimated to be approximately 15,629 members in number for the initial term. Roseau County agrees to pay Valley Med Flight \$4.00 per citizen annually for a total of \$62,516 for the initial term prior to March 1, 2016. Roseau County agrees to pay said membership fee annually upon renewal prior to March 1 of each year based on the projected County population for the coming year. Roseau County hereby agrees that Valley Med Flight will be the preferred air ambulance provider for Roseau County. Roseau County agrees that it will not enter into any other provider or membership agreements with any other air ambulance service provider during the term of this agreement.

3) Valley Med Flight is providing the Valley Med Plus Memberships upon the following terms and conditions:

Membership applies to those persons with their primary residence located within Roseau County, Minnesota and/or Roseau County property tax payers.

All services for Covered Members hereunder must be arranged through or authorized by Valley Med Flight or another Air Medical Resource Group (AMRG) company and must be within Valley Med Flight's scope of care. This does not limit Covered Members from using another provider outside of this membership agreement when Valley Med Flight is not available.

All direct air carriers who operate transports arranged by Valley Med Flight will hold the appropriate air carrier certificates issued by the Federal Aviation Administration.

If a Covered Member receives an air medical transport by Valley Med Flight, Valley Med Flight will bill Covered Member's insurance or other responsible third party payer (collectively, "Insurance"). Valley Med Flight will accept the amount paid by the Covered Member's Insurance as payment in full for any medically necessary transport. The membership fee paid herein constitutes prepayment for any deductible, copayment or other out-of-pocket expense not covered by the Covered Member's Insurance, so that the Covered Member will be relieved of any out of pocket expense following transport.

In order to remain a Covered Member, a Covered Members will have to submit any payment(s) sent to the Covered Member's by Insurance for a Valley Med Flight air ambulance flight to Valley Med Flight within fourteen (14) days of receiving payment.

In order to remain a Covered Member, when a Covered Member is transported by Valley Med Flight or another AMRG transport program, the Covered Member must assign and transfer to Valley Med Flight or AMRG all benefits payable by Insurance to or for the Covered Member's benefit.

Membership covers only medically necessary air medical transports completed by Valley Med Flight, or another AMRG company, and only those transports to the closest appropriate hospital as established by the sending physician. Medical necessity will be established by the sending physician and/or the Valley Med Flight Medical Director physician when the local sending physician is not involved or available.

The Valley Med Flight Plus program only applies to emergent transports and does not apply to any scheduled transport or non-emergent transport. Personnel holding the required state licenses will staff air medical transportation services provided by Valley Med Flight.

Roseau County understands that under some circumstances, Valley Med Flight may not be available to transport Covered Members due to causes beyond Valley Med Flights reasonable control. This may be due to weather conditions, maintenance, aircraft previously committed to another transport, FAA restrictions, etc.. Valley Med Flight does not cover the cost of any transport rendered by other air or ground providers other than Valley Med Flight or another AMRG company. Valley Med Flight will not intentionally decline medical transport when they are available.

Membership for Covered Members becomes effective February 9, 2016 and will continue until this agreement is terminated by either party as provided herein.

4) It is understood that the Valley Med Flight Plus Program is not an insurance product.

5) The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to The Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. If any terms or conditions of this Agreement are determined by any court or by the OIG of the Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. Additionally, both parties hereto agree that any Covered Member transfers shall be in compliance with EMTALA, 42 U.S.C. 1395dd et seq. and any amendments thereto, and such other requirements as may be imposed by the Secretary of Health and Human Services, and any applicable state transfer laws. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payer. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payer. No party shall make or receive any payment that would be prohibited under state or federal law.

6) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered to each party at the following addresses.

If to Valley Med Flight: Valley Med Flight, Inc.
Attn: Chief Contracting Officer
10888 South 300 West
South Jordan, UT 84095

If to Roseau County: Roseau County
Attn: County Coordinator
605 5th Ave SW
Roseau, MN 56751

Agreed to and Acknowledged this 9th day of February, 2016.

Valley Med Flight, Inc.

Roseau County, Minnesota

By: _____

By: _____

Its: _____

Its: Board Chair _____

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

January 26, 2016

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, January 26, 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, and Jack Swanson. Glenda Phillipe was absent.

APPROVAL OF AGENDA

A final payment request was added to the Highway Department Report and discussion on a Buffer Strip Initiative Resolution was added to County Board Items. A motion to approve the amended Agenda was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski informed the Board of an Environment Listening Session being hosted by Representative Dan Fabian and Representative Denny McNamara, in Thief River Falls at the City Hall Council Chambers on Wednesday, February 3, 2016.

APPROVE BILLS

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

Warrants Approved On 1/12/2016 For Payment 1/15/2016

<u>Vendor Name</u>	<u>Amount</u>
ASSN OF MN COUNTIES	8,466.00
CDW GOVERNMENT INC	6,945.60
MAR-KIT LANDFILL	36,218.40
MN COUNTIES COMPUTER COOP	53,966.28
MN DEPT OF TRANSPORTATION	4,898.06
MN SHERIFF'S ASSN	5,328.40
MSOP-MN SEX OFFENDER PROGRAM-D	4,128.00
NORTHERN RESOURCES COOPERATIVE	4,160.28
ROSEAU CO COOP ASSN	6,014.17
ROSEAU COUNTY FORD	33,651.86
SJOBORG'S INC	2,668.25
UND FORENSIC PATHOLOGY	2,583.00
VOYAGEURS COMTRONICS CORPORATION	3,396.30
58 Payments less than 2,000.00	24,330.42
Final Total:	196,755.02

Warrants Approved For Payment 1/14/2016

<u>Vendor Name</u>	<u>Amount</u>
CENTURYLINK	2,743.40
DEARBORN NATIONAL LIFE INSURANCE	2,503.54

NW MN SERV COOP-BLUE CROSS BLUE	87,540.01
ROSEAU CITY	10,014.20
ROSEAU CO TRAILBLAZERS	51,327.45
14 Payments less than 2,000.00	9,631.88
Final Total:	163,760.48

Warrants Approved For Payment 1/21/2016

<u>Vendor Name</u>	<u>Amount</u>
ALLAN MONSRUD CONSTRUCTION	4,179.50
JOHNSON ELECTRIC	2,450.00
MINN-DAK ASPHALT INC	64,547.56
MN DEPT OF FINANCE -TREAS	2,520.00
MN ENERGY RESOURCES	3,864.06
NW REGIONAL LIBRARY	97,500.00
ROSEAU CO AGRICULTURAL SOCIETY	15,000.00
ROSEAU CO HISTORICAL SOCIETY	52,500.00
ROSEAU CO SOIL & WATER CONS	65,000.00
SUN LIFE ASSURANCE COMPANY OF CANADA	2,046.09
19 Payments less than 2,000.00	7,469.51
Final Total:	317,076.72

Warrants Approved For Payment 1/22/2016

<u>Vendor Name</u>	<u>Amount</u>
BADGER CITY	3,110.15
GREENBUSH CITY	13,814.10
NW MN MULTI COUNTY HRA	2,376.62
ROSEAU CITY	19,695.27
ROSEAU RIVER WATERSHED DIST	28,939.88
SCHOOL DIST 2358	2,345.82
SCHOOL DIST 2683	15,553.22
SCHOOL DIST 676	10,852.87
SCHOOL DIST 682	94,081.64
SCHOOL DIST 690	67,825.97
TOWN OF BARTO	3,955.75
TOWN OF ENSTROM	2,151.45
TOWN OF FALUN	2,270.20
TOWN OF GRIMSTAD	2,322.33
TOWN OF HEREIM	2,600.18
TOWN OF LAKE	11,994.63
TOWN OF LAONA	2,258.20
TOWN OF MICKINOCK	3,023.46
TOWN OF SKAGEN	2,089.26
TWO RIVER WATERSHED DISTRICT	11,307.99
WARROAD CITY	16,133.28
WARROAD PORT AUTHORITY	2,189.94
31 Payments less than 2,000.00	34,268.37
Final Total:	355,160.58

Warrants Approved On 1/26/2016 For Payment 1/29/2016

<u>Vendor Name</u>	<u>Amount</u>
AVIANDS LLC	21,309.71

FARMERS UNION OIL CO-WARROAD	5,190.43
JOHNSON OIL CO INC	4,431.60
MATTSON PHARMACY INC	3,810.99
MN COUNTIES INTERGOVERNMENTAL	110,630.00
MN DEPT OF CORRECTIONS STS	30,132.75
NORTHERN RESOURCES COOPERATIVE	9,441.86
NW MN HOUSEHOLD HAZARDOUS	7,497.00
R & Q TRUCKING INC	19,441.54
RDO TRUCK CENTER CO.	3,826.91
ROSEAU CITY	2,344.00
ROSEAU CO HWY DEPT	8,455.82
UND FORENSIC PATHOLOGY	2,939.25
UNIVERSAL RECYCLING TECHNOLOGIES	3,498.15
US POSTAL SERVICE	30,000.00
WEST CENTRAL INDEXING LLC DBA	2,100.00
58 Payments less than 2,000.00	26,186.26
Final Total:	291,236.27

In addition, the Board approved a forthwith payment to Richard Solberg, in the amount of \$1,170.00, for beaver dam removal on CD 69.

CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously. The Board, by adoption of its Consent Agenda, approved the January 12, 2016 Board Proceedings; adopted Resolution #2016-01-04 authorizing Assistant County Attorney Mike Grover to sign the Minnesota Government Access (MGA) Master Subscriber Agreement; authorized ratification of the Aumentum Tax System Contract; approved advertising to hire a Social Services Account Technician; approved advertising to hire a Social Services Eligibility Worker; accepted the CY 2016 Adult Mental Health Services Grant; and, accepted a donation to the Roseau County Sheriff's Department.

DEPARTMENT REPORTS

Highway Department

Engineer Ketring met with the Board to request approval to call for bids and to authorize a final payment. A motion to request a call for bids on the CSAH 72 Bridge Deck Repair and Overlay was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

A motion to approve a final payment to Thygeson Construction, Inc., in the amount of \$7,161.20, for the CSAH 18 clay lift project, was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

Auditor's Office

Auditor Monsrud requested the Board approve the 2016 Liquor License Resolution. A motion was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously to adopt the following Resolution:

2016-01-05

BE IT RESOLVED, that the Roseau County Board of Commissioners hereby grant the following liquor licenses to:

<u>FOE Aerie No. 4195:</u>	On-sale Intoxicating Liquor License; Sunday Liquor License
<u>Pine Ridge Liquor</u>	Off-sale Intoxicating Liquor License
<u>Salol 1 Stop, LLC.:</u>	Off-sale Intoxicating Liquor License
<u>Skime Store, LLC.:</u>	Off-sale 3.2 percent malt liquor license
<u>Springsteel Resort Inc.:</u>	On-sale Intoxicating Liquor License; Sunday liquor license; Off-sale 3.2 percent Malt Liquor License; Off-sale Intoxicating Liquor License (new)
<u>Warroad Estates Golf Course:</u>	On-sale Intoxicating Liquor License; Sunday Liquor License

BE IT FURTHER RESOLVED, that said licenses are effective February 1, 2016, through January 31, 2017, and recommends that said licenses be approved by the Alcohol and Gambling Enforcement Director if applicable.

Treasurer

Treasurer Diane Gregerson met with the Board to discuss a request by a constituent to reimburse the penalty that was charged due to delinquent taxes. Treasurer Gregerson noted that refunding an assessed penalty has never been done in the past. A motion to deny the request for a penalty fee reimbursement was made by Commissioner Swanson, seconded by Commissioner Miller and carried unanimously.

COUNTY BOARD ITEMS

Buffer Strip Initiative Resolution

Commissioner Miller requested the Board consider adopting a Resolution supporting the Minnesota Legislature's intent to exclude private drainage systems from the requirements outlined in MN Statute 103F.48. This Statute is in place to develop a statewide program to provide riparian protection through the use of vegetative buffer strips along public waterways and publicly owned drainage systems. A motion was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously to adopt the following Resolution:

2016-01-06

WHEREAS, the 2015 Minnesota Legislature established guidelines, (MN Statute 103F.48), to develop a statewide program to provide riparian protection through the use of vegetative buffer strips;

WHEREAS, the Legislative guidelines address public waters and public drainage systems, which are to be identified through a mapping process, but intentionally did not address private drainage systems;

THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners supports the Legislative intent to exclude private drainage systems from the requirements contained in the riparian protection legislation adopted in 2015;

BE IT FURTHER RESOLVED, the Roseau County Board of Commissioners hereby requests that the Minnesota Legislature clearly conveys their intent to exclude private drainage systems to Governor Mark Dayton, and the Agencies responsible for developing a statewide map of areas that will be subject to the riparian protection regulations outlined in 103F.48.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Highway Committee, 1/12/16; Department Head Performance Reviews, 1/12/16; Social Services Board, 1/19/16; Department Head Performance Reviews, 1/19/16; LUP/Con Con Property Exchange meeting with Beltrami Island State Forest Historical Society and the DNR, 1/20/16; Lake Bottom Project Team meeting, 1/21/16.

Commissioner Foldesi reported on the following committee(s): Highway Committee, 1/12/16; Department Head Performance Reviews, 1/12/16; Social Services Board, 1/19/16.

Commissioner Miller reported on the following committee(s): Highway Committee, 1/12/16; Department Head Performance Reviews, 1/12/16; MRCC Teleconference, 1/13/16; Drainage Work Group, 1/14/16; Social Services Board, 1/19/16; Department Head Performance Reviews, 1/19/16; LUP/Con Con Property Exchange meeting with Beltrami Island State Forest Historical Society and the DNR, 1/20/16; NACo Grant Webinar, 1/20/16; Transportation meeting, 1/21/16; Joint Powers Natural Resource Board, 1/25/16.

Commissioner Phillipe reported on the following committee(s): Operations/COW meeting, 1/5/16; Highway Committee, 1/12/16; Department Head Performance Reviews, 1/12/16; Lake Township Board, 1/12/16; Social Services Board, 1/19/16; Department Head Performance Reviews, 1/19/16.

Commissioner Swanson reported on the following committee(s): Operations/COW Meeting, 1/5/16; National Council of County Association Executives (NCCAE - Washington D.C.), 1/6-1/8/16; Association of MN Counties Executive Committee, 1/11/16; Highway Committee, 1/12/16; Department Head Performance Reviews, 1/12/16; Roseau Convention and Visitors Bureau, 1/13/16; Northwest Emergency Communications Board, 1/13/16; Team EPIC, 1/14/16; Association of Minnesota Counties Executive Committee, 1/15/16; Social Services Board, 1/19/16; Department Head Performance Reviews, 1/19/16; Northwest Minnesota Housing and Redevelopment, 1/20/16; Jadis Town Board, 1/20/16; Domestic Violence Advisory Committee, 1/21/16; Roseau School Board, 1/21/16; Roseau County 4H Steering Committee, 1/25/16.

Upon motion carried, the Board adjourned the regular Meeting at 10:20 a.m. The next Regular Meeting of the Board is scheduled for February 9, 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

**THIRD AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE
PINE TO PRAIRIE
DRUG AND VIOLENT CRIME TASK FORCE**

THIS THIRD AMENDED AND RESTATED AGREEMENT is made and entered into by the undersigned, who are units of government responsible for the enforcement of controlled substance, gang, and violent crime laws in their respective jurisdictions. This agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including the Joint Exercises of Powers Act, Minn. Stat. 471.59.

WHEREAS, the Pine to Prairie Drug Task Force was organized and established by the County of Polk, the City of Crookston, and the City of East Grand Forks, pursuant to a Joint Powers Agreement (“Original Agreement”) in 2008; and

WHEREAS, from time to time, the Original Agreement was amended pursuant to its terms by agreement of the parties; and

WHEREAS, an Amended and Restated Pine to Prairie Drug Task Force Joint Powers Agreement (“Amended Agreement”) was approved by the parties in early 2014. The Amended Agreement incorporated all previously approved amendments to the Agreement and amended the Agreement to provide for participation by U.S. Customs and Border Protection as a non-voting member; and

WHEREAS, the undersigned parties desire to further amend and restate the Amended Agreement to change the name of the task force and to provide for enhanced participation of members to this agreement in the task force as stated below.

NOW, THEREFORE, the undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. Name.

1.1 The name of the joint powers entity created herein shall be the “Pine to Prairie Drug Task Force” (hereinafter “PTPDTF”).

2. General Purpose.

2.1 The purpose of this Agreement is to establish an organization to coordinate efforts to investigate, apprehend, and prosecute drug, gang, and violent crime offenders. The PTPDTF shall seek to target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crimes, and/or other cases that have multi-jurisdictional impact.

3. Members.

3.1 The Members of this Agreement shall consist of the following units of government:

The City of Crookston (Full member);
The City of East Grand Forks (Full member);

The County of Polk (Full member);
The County of Roseau (Full Member)
The County of Pennington and the City of Thief River Falls (Full Member - Combined);
The County of Norman (Full Member);
The County of Lake of the Woods (Full Member)
The City of Ada (Associate Member);
The County of Red Lake (Associate Member);
The County of Marshall (Liaison Member);
The County of Kittson (Liaison Member);
U.S. Customs and Border Protection and Homeland Security Investigations (non-voting, Full Member - Combined);

3.2 The Polk County Attorney's Office shall participate as the legal advisor to the PTPDTF. However, when necessary, each of the respective Members to this Agreement shall obtain legal advice from their respective County Attorneys on cases from their respective jurisdictions.

3.4 The Members to this Agreement shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree to act in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

3.5 Full, Associate, and Liaison Members. Each Member to the PTPDTF shall assign at least one experienced peace officer to serve as an Agent on the task force, subject to the provisions set forth below.

3.5.1 Full Members. Each Full Member shall assign a peace officer to be an Agent on the task force, and such assignment shall be the principal assignment of such peace officer.

3.5.2 Associate Members. Each Associate Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force investigations, operations and activities by peace officers from an Associate Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Associate Member officers that require or would benefit from task force assistance or participation. Task force case participation by Associate Member peace officers is contingent upon the Associate Member agency's supervisory notification and approval, if possible under the circumstances.

3.5.2.1 The following Associate Member agrees to contribute towards the annual budget of the PTPDTF, the following sum:

The County of Red Lake	\$5,000
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Such funds shall be used by the PTPDTF for buy funds and

operational funds, as directed by the Governing Board.

- 3.5.2.2 The following Associate Member agrees to contribute the following sum to the Norman County Sheriff's Office to help fund Norman County's assigned Deputy to the PTPDTF:
- | | |
|-----------------|----------|
| The City of Ada | \$10,000 |
|-----------------|----------|

3.5.3 Liaison Members. Each Liaison Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force activities by peace officers from a Liaison Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Liaison Member officers that require or would benefit from task force assistance or participation. Task force case participation by Liaison Member peace officers is contingent upon the Liaison Member agency's supervisory notification and approval, if possible under the circumstances.

- 3.6 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall report to the Task Force Commander or Team Leader(s) during the course of joint operations or investigations. During joint operations and investigations, the Task Force Commander or Team Leader(s) or designee shall update and coordinate with the Associate or Liaison Member officer's supervisor to ensure compliance with work standards and department policy.
- 3.7 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall be trained in the established operational protocols and practices of the PTPDTF. Operations involving the use of PTPDTF confidential funds shall require involvement of a full time PTPDTF Agent. Use of PTPDTF equipment by Associate Member or Liaison Member officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or Supervisor.

4. Term of Agreement.

- 4.1 The term of this Agreement shall be for one (1) year, commencing January 1, 2016, and terminating on December 31, 2016, unless terminated earlier, pursuant to Section 12.1 of this Agreement.
- 4.2 The Members agree that this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants, unless the PTPDTF is dissolved prior to expiration of the initial or successive term.

5. Coordinating Agency.

- 5.1 Unless otherwise provided by resolution of the Governing Board, the City of Crookston shall serve as the Coordinating Agency.

5.2 Acting on behalf of the PTPDTF and its members, the Coordinating Agency shall apply for state and/or federal funding through grant agreements with the Minnesota Department of Public Safety, Office of Justice Programs (OJP) the United States Department of Justice, Bureau of Justice Assistance, and/or any other sources of grant funding available to support the operations and expenses of the PTPDTF ("Grant Funds"). Unless otherwise designated by resolution of the Governing Board, the City of Crookston Chief of Police shall be the "authorized official" as defined in the general policies and procedures for applying for and accepting Grant Funds.

6. Governing Board.

6.1 Creation and Composition. A joint powers board, known as the PTPDTF Governing Board, is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Governing Board shall consist of not less than six members, nor more than 14 members, which shall include the chief law enforcement officer, or his/her designee, from each participating Full Member agency, an attorney from the Polk County Attorney's Office, and up to five additional members selected by the Governing Board. Board members shall not be deemed employees of the PTPDTF and shall not be compensated by it.

6.2 Officers.

6.2.1 At the first meeting of each year, the Governing Board shall elect from the persons representing Full Members a Chair, a Vice-Chair, and such other officers, if any, as it deems necessary to conduct its meetings and affairs. The prosecuting attorney shall not be eligible to serve as an officer of the Governing Board. Associate and Liaison Members shall not be entitled to representation on the Governing Board, but shall be entitled to attend meetings of the Governing Board and serve in an advisory role to the Governing Board.

6.2.2 The Governing Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member.

6.2.3 The Chair and any other officers so selected shall serve for a term of one (1) year or until the officer ceases to be a Governing Board member, whichever is shorter.

6.2.4 The Chair shall have no more power than any other member of the Governing Board, except that the Chair shall have the authority to do the following:

6.2.4.1 Give notice of any meetings when scheduled or otherwise called;

6.2.4.2 Call meetings to order and provide for their orderly and efficient conduct;

- 6.2.4.3 Provide for the preparation of minutes of all meetings; and
- 6.2.4.4 When authorized by the passage of a motion by the Governing Board, execute such contracts, agreements, reports, filings, and other documents as necessary on behalf of the PTPDTF.

6.3 Meetings.

- 6.3.1 The Governing Board shall meet at least quarterly and shall have such other special meetings at such times and places as Chair of the Governing Board shall determine. Special meetings may be held on three (3) days' notice by the Chair or any two (2) Governing Board members, except that a special meeting to consider adoption of or amendments to the Governing Board's operating rules pursuant to Section 6.2.2 shall require ten (10) days' notice. The presence of a majority of the duly appointed voting members of the Governing Board at a meeting shall constitute a quorum.
- 6.3.2 Each Governing Board member shall be entitled to one vote, with the exception of the member from U.S. Customs and Border Protection and Homeland Security Investigations, whose assigned Governing Board member shall act in an advisory capacity only. Proxy voting is not permitted, however voting with a designee present is permitted. The Governing Board shall function by a majority vote of the board members present, except as provided herein.
 - 6.3.2.1 An affirmative vote of at least two-thirds of the members shall be required to:
 - 6.3.2.1.1 Approve or amend the budget;
 - 6.3.2.1.2 Abolish or dissolve the PTPDTF; or
 - 6.3.2.1.3 Designate a Coordinating Agency, pursuant to Section 5.

6.4 Duties and Powers.

- 6.4.1 The Governing Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Governing Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.
- 6.4.2 The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and may enforce such contracts to the extent available in equity or at law. The Governing Board may authorize the Chair or Vice Chair of the Governing Board to execute those contracts.
- 6.4.3 The Governing Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the Members to this Agreement. Such disbursements shall be made through the Fiscal Agent approved by the

Governing Board.

- 6.4.4 The Governing Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes. The Governing Board may enter into any agreement in connection therewith, and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.4.5 The Governing Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.4.6 Other Conditions:¹ even though it may otherwise be stated herein, the PTPDTF, and each of its members, further agree as follows:
 - 6.4.6.1 The PTPDTF will meet and maintain the conditions of eligibility established as a part of the Request for Proposal that established funding for the grant funded project.
 - 6.4.6.2 The PTPDTF will be in compliance with the Open Meeting Law requirements contained in Minn. Stat., Chapter 13D.
 - 6.4.6.3 The PTPDTF will be subject to the operational command and supervision of one of the participating agencies.
 - 6.4.6.4 The PTPDTF will be subject to a biennial operational and financial audit contracted out to an external organization not associated with us and designed to ensure that our multijurisdictional entity and our designated fiscal agent are in compliance with applicable legal requirements, proper law enforcement standards and practices and effective financial controls.
 - 6.4.6.5 The PTPDTF will ensure that it has adequate staffing and funding to support law enforcement, prosecutorial and financial operations, including bookkeeping, evidence handling and inventory recording.
 - 6.4.6.6 The PTPDTF will process all seized cash, physical assets and evidence through the standard evidence handling procedures established by its policies and procedures or the policies and procedures of one or more of its Members.
 - 6.4.6.7. Officers participating in the PTPDTF shall be subject to annual performance reviews conducted by its operational supervisor.

¹ These conditions originally were agreed to and adopted by the Governing Board pursuant to a Resolution of the PTPDTF adopted October 14, 2010.

- 6.4.6.8. The PTPDTF governing board will require that the prosecutor on the governing board who shall: (1) Recommend to the governing board the nature and frequency of training for officers assigned to the PTPDTF in order to increase successful prosecutions; (2) Advise the PTPDTF on the lawful handling and processing of seized property and evidence and forfeited property and money; and (3) Ensure that seizures and forfeitures are reported in accordance with Minn. Stat. § 609.5315, subd. 6.
- 6.4.6.9 The fiscal agent appointed by the Governing Board shall be approved by the Department of Public Safety. The Governing Board will require the fiscal agent to adhere to these conditions.
- 6.4.7 From the full-time Agents assigned to the PTPDTF pursuant to Section 7, the Governing Board shall appoint a Task Force Commander, who shall be responsible for overseeing and coordinating the day-to-day operations of the PTPDTF, subject to the supervision and direction of the Governing Board. The Task Force Commander must be a full-time, licensed peace officer of a full Member of the PTPDTF. The Task Force Commander shall remain an employee of the Member that has assigned them to the PTPDTF. Such Task Force Commander shall perform duties in accordance with Section 8 herein.
- 6.4.8 The Governing Board shall formulate policies and procedures to govern the Task Force Commander and PTPDTF Agents. In the absence of PTPDTF policies and procedures, the Task Force Commander and the Agents shall be governed by the policies and procedures of the respective law enforcement agency of the Member that appointed them to the PTPDTF.
- 6.4.8 The Governing Board shall cause to be made an annual audit of the books and accounts of the PTPDTF and shall make and file a report to its members which includes the following information:
- 6.4.8.1 The financial condition of the PTPDTF;
- 6.4.8.2 The business transacted by the PTPDTF; and
- 6.4.8.3 Any other matters which affect the interests of the PTPDTF.
- 6.4.10 The PTPDTF's books, receipts, and records shall be open to inspection by its Members at all reasonable times.
- 6.4.11 The Governing Board may contract with any of its Members to take title to, hold, manage and convey real and/or personal property obtained by the PTPDTF as a result of civil asset forfeiture proceedings.

6.4.12 The Governing Board may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in Section 12.2 of this Agreement.

7. Duties of Task Force Members.

7.1 Each Full Member shall assign one experienced, licensed peace officer to serve as Agents for the PTPDTF as follows:

City of Crookston	1 Full Time Equivalent (FTE)
City of East Grand Forks	1 FTE
County of Polk	1 FTE
County of Pennington & City of Thief River Falls (combined)	1 FTE
County of Roseau	1 FTE
County of Norman	1 FTE
County of Lake of the Woods	1 FTE
U.S. Customs and Border Protection	4 FTEs
Homeland Security Investigations	<u>1 FTE</u>
Total:	12 FTEs

7.2 Agents assigned to the PTPDTF will be responsible for drug investigation, including but not limited to intelligence gathering and management, case development, and referrals of investigations for prosecution. Agents may also assist other law enforcement agencies in surveillance and undercover operations. Agents will work cooperatively with law enforcement officers from the Members and will work cooperatively with other federal, state, and local law enforcement agencies, as directed by the Task Force Commander.

7.3 Agents assigned to the PTPDTF will be supervised by the Task Force Commander or, in his/her absence, by a Team Leader or such other agent assigned by the Task Force Commander to act in his/her behalf.

7.3.1 From Agents assigned by Members, one or more Team Leaders may be appointed by the Governing Board, with the concurrence of the Agent's member agency, to serve at the pleasure of the Governing Board. Team Leaders so appointed shall act in the absence of the Task Force Commander and will have the duties, responsibility, and authority of the Task Force Commander during the time the Task Force Commander is absent.

7.3.1.1 The duties, responsibilities, and authority of the Team Leader(s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in Section 8 herein. If there is more than one Team Leader, the Task Force Commander will assign one of the Team Leaders to act as Task Force Commander while the Task Force Commander is absent.

7.4 Agents will maintain compliance with the policies and procedures of the PTPDTF, and in the absence of a PTPDTF policy or procedures, Agents shall maintain compliance with the applicable policy or procedure, if any, of his/her

appointing Member.

- 7.5 Agents will adhere to all laws of the State of Minnesota and the United States of America.
- 7.6 Unless otherwise agreed to by the Governing Board, the Member appointing an Agent to the PTPDTF shall furnish the Agent with a weapon and a vehicle, and the Member shall pay any lease payments, insurance, maintenance and operating costs for said vehicle. Further, unless otherwise agreed to by the Governing Board, the Member appointing the Agent shall pay all expenses associated with tuition, travel, lodging and meals incurred on behalf of said Agent.
- 7.7 Agents assigned by the Members shall not be employees of the PTPDTF. Agents shall remain the employees of the Member that has assigned them to the task force and shall be compensated by that Member, except as otherwise provided herein.
 - 7.7.1 Grant Funds will be utilized to ensure that PTPDTF operations are properly funded, including but not limited to the funding of office supplies, support staff salary, cellular telephones and service, liability insurance, training, and confidential funds. The Members agree that remaining Grant Funds will be divided equally among its Full Member agencies for reimbursement of the Full Member assigned agent's salary (excluding benefits).²
- 7.8 During the term of this Agreement, the Members agree to maintain the law enforcement officer position assigned to the PTPDTF and shall maintain the FTE staffing assigned to the Task Force as shown in Section 7.1.

8. Task Force Commander.

- 8.1 The Task Force Commander shall serve at the pleasure of the Governing Board and shall be in charge of the day-to-day operation of the PTPDTF, including supervising the task force's assigned personnel, subject to direction received from the Governing Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management.
- 8.2 The Task Force Commander will be responsible to keep the Governing Board updated as to the task force's activity, which would include major case development within Member jurisdictions.
- 8.3 The Task Force Commander will supervise the drafting and, when possible, the execution of all search warrants initiated by the PTPDTF and will work cooperatively with the agencies with venue over the case.
- 8.4 The Task Force Commander will be responsible for all buy fund monies and petty cash funds, if any is provided for by resolution of the Governing Board, and will provide the Governing Board with a monthly accounting of all funds disbursed and a written summary of activity involving task for buy money and

² The Members understand and agree that the amount of reimbursement to Full Member agencies will be equivalent to approximately one-half of their assigned agent's salary, excluding benefits and overtime.

funds.

- 8.5 The Task Force Commander shall be responsible to coordinate annual leave (vacation) of all Agents under his supervision, in accordance with any bargaining agreement, policy, and guidelines of the Agent's respective appointing Member.
- 8.6 The Task Force Commander shall immediately notify the chair of the Governing Board and all other members of the Governing Board on any misconduct by Agents under his/her supervision. Such misconduct shall include, but not be limited to, the following: commission of a criminal offense; neglect of duty; violation of PTPDTF policies, rules or procedures, or the policies, rules, and procedures of the respective appointing Member; and conduct that tends to reflect unfavorably upon the PTPDTF or any Member.
- 8.7 The Task Force Commander shall coordinate intelligence among the Members and between the PTPDTF and other local, state, and federal law enforcement agencies.

9. Budgeting and Funding.

- 9.1 The Members intend to fund the cost of operation of the PTPDTF from grant funds and matching funds and/or contributions from the member cities and counties, from the proceeds of forfeiture actions, and from restitution.
- 9.2 The Governing Board shall adopt a budget based upon grant funds, member matching funds and/or contributions, and money made available from other sources. The Governing Board may amend the budget from time to time as provided herein.
- 9.3 The Governing Board shall appoint one of its Members to serve as Fiscal Agent to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the PTPDTF. Such services shall include, but not be limited to:
 - 9.3.1 Management of all PTPDTF funds, including member contributions and grant monies;
 - 9.3.2 Management and tracking of forfeiture assets and proceeds;
 - 9.3.3 Timely payment of any contracted services; and
 - 9.3.4 Maintenance of all relevant bookkeeping and recordkeeping.
- 9.4 No payment on any invoice for services performed by any person providing services or supplying goods to the PTPDTF in connection with this Agreement shall be authorized unless approved by the Chair or Vice Chair of the Governing Board.
- 9.5 The Members agree to contribute their grant funds and required matching funds/contributions, if any, to operate the PTPDTF.
- 9.6 All funds shall be accounted for according to generally accepted accounting

principles. The Fiscal Agent shall make a monthly financial report of all expenditures and receipts, and current fund balances to the Board.

- 9.7 The Governing Board may not incur debts and may not incur obligations or approve contracts which will require expenditure of funds in excess of funds available to the PTPDTF.
- 9.8 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

10. Seizures, Forfeitures, and Restitution.

- 10.1 Cash, property, and other items that are seized and thereafter forfeited pursuant to the operations or efforts of the PTPDTF under this Agreement shall be used to support PTPDTF efforts. Additionally, the Members agree that any and all forfeitures of cash, property, and other items, resulting from cases where felony-level drug charges are filed, shall be paid to and/or the property of the PTPDTF, to be used to support PTPDTF efforts.
- 10.2 All money and property that is obtained as a result of PTPDTF efforts and operations shall be forfeited by the Member agency originating the specific case. Forfeitures so initiated shall be cleared through the respective Member's prosecuting authority. Forfeited monies or property shall be distributed in the manner consistent with applicable statutes of the State of Minnesota. Unless otherwise agreed to by a unanimous vote of the Governing Board, the portion of forfeiture proceeds inuring to Members under the applicable law shall be used for the benefit of PTPDTF as provided below.
 - 10.2.1 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case involved one or more PTPDTF assigned Agents in any way, then the Members agree that fifteen percent (15%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be disbursed to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
 - 10.2.2 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case did not involve any PTPDTF assigned Agents, then the Members agree that that twenty-five percent (25%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be paid to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
- 10.3 Forfeiture proceeds hereunder shall be deposited into a PTPDTF forfeited funds account to be maintained by the Coordinating Agency. In the case of Federal forfeiture actions, established Federal Rules shall be followed. Fine or restitution monies ordered paid to the PTPDTF by court order may be used to offset equipment or operating costs of the PTPDTF which are not funded by grant or matching monies, subject to compliance with applicable laws.
- 10.4 If expenses from a forfeiture exceed the sale proceeds, the Governing Board

shall provide for reimbursement from other funds of the PTPDTF.

- 10.5 The use and disbursement of all cash and/or property forfeited to the PTPDTF pursuant to this Agreement shall be in accordance with Minnesota law and must be approved by the Governing Board. Any disputes on disbursement of funds will be decided by the Governing Board.

11. Insurance and Indemnification.

11.1 Insurance.

- 11.1.1 The PTPDTF will maintain liability coverage with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.
- 11.1.2 Alternatively, the PTPDTF may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability (CGL) and law enforcement liability. Such private liability insurance policies must comply with the following requirements:
- 11.1.2.1 Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- 11.1.2.2 The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- 11.1.2.3 Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from PTPDTF activities or operations.
- 11.1.3 Each Member agrees to procure and maintain insurance for auto liability and damage to or loss of property with respect to any automobile(s) and/or property/equipment supplied by the Member for PTPDTF efforts. Each member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the PTPDTF or any other Member for damages to or loss of its equipment arising out of participation in or assistance with PTPDTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members, or its officers, employees, and/or volunteers.
- 11.1.4 Each Member shall be responsible for injuries to or death of its own personnel, including those assigned to the PTPDTF. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the PTPDTF or are otherwise participating in or assisting with PTPDTF operations or activities. Each Member waives the right to, and agrees that it will not, bring any claim or

suit against the PTPDTF or any of its Members for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with PTPDTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.

- 11.1.5 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies of certificates shall be submitted to a member upon written request.
- 11.1.6 Any excess or uninsured liability of the PTPDTF shall be borne equally by all of the Members, but this does not include the liability of any individual officer, employee, or volunteer that which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

11.2 Indemnity.

- 11.2.1 The PTPDTF agrees to defend and indemnify the Members for any and all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the PTPDTF for claims arising from PTPDTF activities or operations and decisions of the Governing Board.
- 11.2.2 The Agreement to indemnify and hold harmless provided herein does not constitute a waiver by any Member of limitations on liability provided by Minnesota Statutes, Chapter 466. Under no circumstances shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.
- 11.2.3 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

12. Termination / Withdrawal.

- 12.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:
 - 12.1.1 When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;
 - 12.1.2 When necessitated based upon the failure to obtain the necessary grant funding from the State of Minnesota and/or the United States federal government and/or Member agencies and other local sources of funding; or

12.1.3 When two-thirds of the Members agree by resolution to terminate the agreement upon a date certain.

12.2 Effect of Termination. Upon termination of this Agreement, the Governing Board shall provide for the distribution of all PTPDTF funds and assets in the following manner:

12.2.1 The Governing Board may determine to sell and liquidate any and all non-monetary assets prior to distribution.

12.2.2 Any and all personal property used by the PTPDTF and owned by a Member shall be returned to that Member upon dissolution of the PTPDTF.

12.2.3 All remaining funds and assets shall be distributed to the Members in proportion to the full-time equivalent (FTE) contributions of each Member to the PTPDTF. Only Members who have been a member of the PTPDTF continuously for 24 months immediately preceding dissolution shall be entitled to a share in the distribution.

12.3 Withdrawal.

12.3.1 Any Member may withdraw from this Agreement upon six months' written notice to the Governing Board.

12.3.2 Withdrawal shall not act to discharge any liability incurred by the Member prior to withdrawal. Such liability shall continue until discharged by law or agreement of the remaining Members.

12.3.3 If a Member withdraws from the PTPDTF, and the remaining Members decide to continue the operations of the PTPDTF under the terms of this Agreement, including any amendment(s) thereto, the withdrawing Member shall not be entitled to the distribution of any assets or funds under Section 12.2, above, except as provided by Section 12.2.2.

12.3.4 In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members.

13. Modification of Agreement.

13.1 Any alterations, modifications, or amendments of the provisions of this Agreement shall only be valid if they have been reduced to writing and duly approved and signed by all of the Members.

14. Counterparts.

14.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

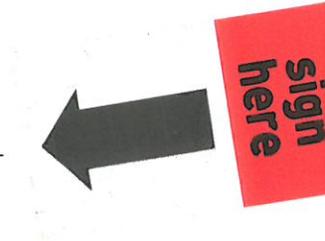
IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF ROSEAU

The Roseau County Board of Commissioners duly approved this Agreement on the ____ day of _____, 201__.

County of Roseau

By _____
Roger Falk, Board Chair



Attest _____
Jeff Pelowski, County Coordinator

Approved as to form and content:



Karen Foss, County Attorney



Board of Commissioners

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

A motion was made by Commissioner XXXXXX, seconded by Commissioner XXXXXX and carried unanimously to adopt the following Resolution:

2016-02-01

A RESOLUTION IN SUPPORT OF BONDING MONEY FOR PARKS AND TRAILS

WHEREAS, parks and trails are an essential part of our County; and

WHEREAS, parks and trails play a vital role in attracting much-needed younger workers and families and retaining retirees; and

WHEREAS, access to parks and trails builds healthy communities by providing venues for physical activity and play; and

WHEREAS, recreational opportunities draw in tourists from around the state, region and nation and recreational spending is a major contributor to state and local economies; and

WHEREAS, parks and trails recreation grants under Minnesota Stat. 85.019 would help Roseau County by establishing regional connectivity; and

WHEREAS, many important projects in greater Minnesota do not qualify for funding under the Legacy Amendment and must look instead to the 85.019 programs for funding;

WHEREAS, metropolitan-area parks and trails grant programs receive 22.5 percent of lottery-in-lieu funds, as well as general funds under Minn. Stat. 473.351, and comparable funds are not dedicated for parks in Greater Minnesota;

NOW THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners supports an appropriation of \$5 million in State general obligation bonds in 2016 for the 85.019 local grant programs and urges adoption of this proposal by the House and Senate.

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to the following: Rep. Dan Fabian, Speaker of the House Rep. Kurt Daudt, Senate Majority Leader Sen. Tom Bakk, House Capital Investment Chair Rep. Paul Torkelson, Senate Capital Investment Chair Sen. Leroy Stumpf, House Environment Finance Chair Dennis McNamara, Senate Environment Finance Chair David Tomassoni, and Governor Mark Dayton.

STATE OF MINNESOTA)
) ss
COUNTY OF ROSEAU)

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 February 9, 2016.

(SEAL)

Jeff Pelowski
Roseau County Coordinator

Roseau County Board
January/February 2016
Glenda A. Phillipe
District One

January 5: Roseau County Board – Roseau
January 5: COW – Roseau
January 5: Operations – Roseau
January 12: Roseau County Board – Roseau
January 12: Highway – Roseau
January 12: Performance Reviews – Roseau
January 13: Lake Township – Warroad
January 19: Social Services – Roseau
January 19: Performance Review – Roseau

January 27: Warroad Watershed – Warroad
February 2: Operations/COW – Roseau
February 3: LDSAAA – TRF
February 8: Warroad City Council – Warroad
February 8: Warroad School Board – Warroad
February 9: County Board – Roseau

JACK SWANSON COMMITTEE REPORTS

JANUARY 27, 2016 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

JANUARY 27, 2016 - COUNTY SAFETY TRAINING W/ BARB SCHMITZ

JANUARY 28, 2016 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ALEXANDRIA)

JANUARY 29, 2016 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ALEXANDRIA); the theme for both days was workforce recruitment and retention

FEBRUARY 1, 2016 - ROSEAU CITY COUNCIL

FEBRUARY 2, 2016 - OPERATIONS COMMITTEE

FEBRUARY 2, 2016 - COMMITTEE OF THE WHOLE

FEBRUARY 3, 2016 - COMMUNITY JUSTICE COORDINATING COMMITTEE

FEBRUARY 8, 2016 - MINNESOTA RURAL COUNTIES CAUCUS (I T V)