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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 February 13, 2018, 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. Richard Magnusson, Red River Development Association/Roseau County Fair – Update

**9:20 Consent Agenda**

1. January 23, 2018 Board Proceedings
2. Application for Exempt Permit(s) – Roseau/Lake of the Woods Sportsman's Club
3. Request for Reimbursement – Roseau County Trailblazers
4. Federal Grant Application – Roseau County Trailblazers
5. Law Enforcement Mutual Aid Agreement
6. Sheriff's Department Hires
7. Voting Equipment Grant Agreement
8. 2017 Audit Engagement Letter – Hoffman, Philipp & Knutson LLP
9. Roseau County Committee on Aging (RCCoA) Fund
10. Warroad Community Education Funding Request
11. AirMedCare Contract
12. Opioid Lawsuit

**9:25 Department Reports**

1. Highway
  - a. Call for Bids – 2018 Bridge Replacement Projects
  - b. Call for Bids – 2018 Bituminous Overlay/Aggregate Shouldering Projects
  - c. Final Payment – Greenbush Maintenance Facility

**9:30 Committee Reports**

1. Building Committee
  - a. Kraus/Anderson Agreement

**9:35 County Board Items**

1. Jail Transition Committee
2. Commissioner Committee Reports

**10:15 Unfinished Business**

**10:15 Adjourn**

**\*Limited to five minutes**





# Roseau County Request for Board Action

<b>Agenda Item #: Consent 1</b> <small>(for office use only)</small>	
<b>Requested Board Date:</b>	February 13, 2018
<b>Originating Department:</b> Coordinator	
<b>Subject Title (as it will appear on the Agenda):</b> January 23, 2018 Board Proceedings	<b>Presenter:</b> Jeff Pelowski
<b>Estimated Amount of Time Needed for Discussion:</b>	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
<b>Board Action Requested:</b> Review and approve the January 23, 2018 Board Proceedings.	
<b>Background:</b>	
<b>Supporting Documentation:</b> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
<b>Agenda Classification for County Board Meeting:</b>	
<input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

**FOR OFFICE USE ONLY:**

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

January 23, 2018

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, January 23, 2018.

## CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Board Chair Glenda Phillipe. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker. Others present were Senator Mark Johnson, Representative Dan Fabian, Martie Monsrud, Jeff Pelowski, Ann Marie Miller, Brian Ketring and Sue Grafstrom.

## APPROVAL OF AGENDA

A Mental Health Bonding Resolution was added to County Board Items. A motion to approve the amended Agenda was made by Commissioner Foldesi, seconded by Commissioner Walker and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Coordinator Pelowski notified the Board of a letter received from John Humeniuk with regard to the outstanding service he received from Veterans Service Officer Martin Howes. In addition, Coordinator Pelowski distributed the "Office of the Legislative Auditor Report - Special Review" which concluded: the Office of the State Auditor (OSA) performed adequate audits of Counties in calendar year 2016; the OSA's negative assessment of the 2015 County audits performed by private audit firms were not adequately supported by its findings; and, the OSA did not treat the CPA firms it reviewed with the standard due process and professional courtesy that is normally practiced in the audit industry.

## APPROVE BILLS

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

### Warrants Approved For Payment 1/11/2018

<u>Vendor Name</u>	<u>Amount</u>
BERGSTROM ELECTRIC INC	12,240.00
CENTURYLINK	2,896.33
CO-OP SERVICE INC	2,994.18
MN DEPT OF FINANCE -TREAS	3,099.00
RIVERFRONT STATION	2,436.97
ROSEAU CITY	11,846.33
12 Payments less than 2,000.00	9,659.30
<b>Final Total:</b>	<b>45,172.11</b>

### Warrants Approved For Payment 1/18/2018

<u>Vendor Name</u>	<u>Amount</u>
HORNER PLUMBING & EXCAVATION	22,524.90
REESE RENTAL-DBA	13,965.00
38 Payments less than 2,000.00	3,726.90
<b>Final Total:</b>	<b>40,216.80</b>

## Warrants Approved On 1/23/2018 For Payment 1/26/2018

<u>Vendor Name</u>	<u>Amount</u>
ASSN OF MN COUNTIES	2,335.00
COMPASS MINERALS AMERICA	14,933.90
FARMERS UNION OIL CO-WARROAD	6,077.38
MAR-KIT LANDFILL	36,262.00
MN COUNTIES COMPUTER COOP	61,346.76
MN DEPT OF CORRECTIONS	34,684.89
MN SHERIFF'S ASSN	2,921.00
NORTHERN RESOURCES COOPERATIVE	11,787.37
NORTHWOODS HEATING & COOLING	3,381.95
NW MN HOUSEHOLD HAZARDOUS	5,867.00
RDO EQUIPMENT COMPANY	2,801.09
ROSEAU CO COOP ASSN	10,103.32
ROSEAU CO HWY DEPT	4,242.89
ROSEAU POLICE DEPARTMENT	2,000.00
SUMMIT FOOD SERVICE-DBA	19,802.83
UNIVERSITY OF NORTH DAKOTA	3,092.65
ZIEGLER INC	2,023.10
61 Payments less than 2,000.00	26,814.93
<b>Final Total:</b>	<b>250,478.06</b>

In addition, the Board approved a forthwith payment to Simplex Grinnell, for a fire alarm upgrade, in the amount of \$10,154.00.

## DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS

Senator Mark Johnson and Representative Dan Fabian met with the Board to review topics for the upcoming legislative session. Items discussed included: FEMA/HSEM reimbursement; unpaid ditch taxes; Office of the State Auditor; land sales; Roseau Port of Entry hours; mental health issues; Great Northern Transmission Line; and, access to State-owned lands.

## CONSENT AGENDA

A motion to approve the Consent Agenda was made by Commissioner Walker, seconded by Commissioner Foldesi, and carried unanimously. The Board, by adoption of its Consent Agenda, approved the January 9, 2018, Regular Board Meeting Proceedings; and, approved the hire of Christina Casperson as a regular full-time Social Worker (Grade 7, Step A), effective February 5, 2018.

## DEPARTMENT REPORTS

### Auditor

Auditor Monsrud requested the Board approve the 2018 Liquor Licenses. A motion was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously to adopt the following Resolution:

### RESOLUTION APPROVING LIQUOR LICENSES

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

FOE Aerie No. 4195

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-Off sale Intoxicating Liquor License Sunday Liquor License Off-sale 3.2 percent Malt Liquor License
<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, 2018, through January 31, 2019, and the Board recommends that said licenses be approved by the Alcohol and Gambling Enforcement Director, if applicable.

### COUNTY BOARD ITEMS

#### Lake of the Woods/Warroad River One Watershed One Plan

Commissioner Phillipe distributed a Lake of the Woods Watershed (LOW) Conceptual Planning Goals worksheet for Board review and discussion. There was no action taken.

#### Association of Minnesota Counties Mental Health Bonding Resolution

Commissioner Swanson informed the Board that the Association of Minnesota Counties has requested all Counties consider adopting a Mental Health Bonding Resolution. A motion was made by Commissioner Foldesi, seconded by Commissioner Walker and carried unanimously to adopt the following Resolution:

2018-01-06

#### **A RESOLUTION**

Affirming Roseau County's support for state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.

WHEREAS, Minnesota's mental health continuum of care is underdeveloped, creating harmful and expensive gaps in an individual's treatment; and

WHEREAS, Minnesota's mental health system does not have the capacity to consistently respond to the needs of individuals in crisis with appropriate treatment options; and

WHEREAS, individuals experiencing a mental health crisis are often diverted to jails and other facilities ill-equipped for their care while awaiting inpatient treatment; and

WHEREAS, individuals ready for discharge from inpatient treatment can be detained at inpatient facilities because there is a scarcity of supportive housing units to transition to; and

WHEREAS, the gaps in Minnesota's mental health system are not only damaging to individuals and their families, but also result in an inefficient use of taxpayer dollars; and

WHEREAS, Minnesota has an opportunity to improve its mental health continuum of care through investments in new permanent supportive housing and regional behavioral health crisis program facilities; now, therefore,

BE IT RESOLVED, Roseau County supports state capital investments for regional behavioral health crisis program facilities and permanent supportive housing for people with behavioral health needs.

Commissioner Committee Reports (January 9, 2018 - January 23, 2018)

Commissioner Falk reported on the following committee(s): Highway Committee; Social Services Board; Whitney Lake Project Team meeting; Joint Powers Natural Resource Board.

Commissioner Foldesi reported on the following committee(s): Highway Committee; Meeting with Randy Prachar - land acquisitions; Quinn County Community Services Board; Social Services Board.

Commissioner Phillipe reported on the following committee(s): Warroad Community Park Phase III; Team EPIC; Lake Township Board; Social Services Board; One Watershed One Plan; Warroad City Council.

Commissioner Swanson reported on the following committee(s), (1/2/18 – 1/23/18): Operations Committee/County Board Work Session; Community Justice Coordinating Committee; Northern Counties Land Use Coordinating Board; Jail Transition Team; Roseau City Council; Highway Committee; Northwest Emergency Communications Board; National Association of Counties Community Economic and Workforce Development Committee; Team EPIC; AirMedCare Contract meeting; Social Services Board; Northwest Minnesota Housing and Redevelopment Authority; Association of Minnesota Counties Board of Directors.

Commissioner Walker reported on the following committee(s): Highway Committee; Warroad River Watershed District Board; Social Services Board; Joint Powers Natural Resource Board.

Upon motion carried, the Board adjourned the regular meeting at 11:00 a.m. The next Regular meeting of the Board is scheduled for February 13, 2018 at 9:00 a.m.

Attest:

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

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

\_\_\_\_\_  
Glenda Phillipe, Chair  
Board of County Commissioners  
Roseau County, Minnesota



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: Roseau/Lake of the woods Sportsmans Club Previous Gambling Permit Number: X-35673-17-003

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 20-5070541

Mailing Address: PO. Box 197

City: Warroad State: Mn Zip: 56763 County: Roseau

Name of Chief Executive Officer (CEO): Stephen Nelson

CEO Daytime Phone: 218-689-2884 CEO Email: bmh@wiktel.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**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  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 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): Carp Pit Recreational area

Physical Address (do not use P.O. box): 68629 Carp trail

Check one:  
 City: Rosevelt Zip: 56673 County: Roseau  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): 6/23/18

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, including this raffle: \$ \_\_\_\_\_)

**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

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

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> 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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**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: \_\_\_\_\_

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>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</p>	<p>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-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; 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.</p>
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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: Roseau/Lake of the Woods Sportsmans Club Previous Gambling Permit Number: X-35673  
Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 20-5070541  
Mailing Address: PO Box 197  
City: Warroad State: MN Zip: 56763 County: Roseau  
Name of Chief Executive Officer (CEO): \_\_\_\_\_  
CEO Daytime Phone: 218-689-2884 CEO Email: bmh@wiktel.com  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): \_\_\_\_\_

**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  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
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): Camp Pit Recreational area  
Physical Address (do not use P.O. box): 68429 Camp trail  
Check one:  
 City: Rosevelt Zip: 56673 County: Roseau  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Date(s) of activity (for raffles, indicate the date of the drawing): 9/15/18

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, including this raffle: \$ \_\_\_\_\_)

**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

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

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> 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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**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: \_\_\_\_\_

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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**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 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.

<p>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</p>	<p>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-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; 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.</p>
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# SNOWMOBILE TRAILS ASSISTANCE PROGRAM MAINTENANCE AND GROOMING

## Certification of Satisfactory Grooming

2<sup>nd</sup> Benchmark – Due By February 15<sup>th</sup>

3<sup>rd</sup> Benchmark – Due By April 15<sup>th</sup>

Trail Name: Roseau County Trailblazers/BISF 1

Club/Organization Name: Roseau County Trailblazers Snowmobile Club

Trail Administrator Signature *Myle Aspen* Date 2/5/2017

By signing this form, the Sponsor certifies that the above snowmobile trail has been satisfactorily groomed  
 from opening day through January 15<sup>th</sup>; or  
 from January 16<sup>th</sup> through the end of the season or April 1<sup>st</sup>.

Is there any reason why the Department of Natural Resources should withhold any part of this payment?  
 YES  NO

If YES, please elaborate: \_\_\_\_\_

Sponsor Name (Local Unit of Government): Roseau County

Sponsor Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Amount requested \$29,654.63 (Up to 25% of the original contract.)

### DEPARTMENT USE ONLY

#### THIS INVOICE APPROVED FOR PAYMENT BY:

Parks and Trails Area Supervisor – OK TO PAY	Date	FY	Amount \$
SWIFT PO: 3000125053	RECEIPT #		
VENDOR #:0000197344	LINE #		
SERVICE BEGIN DATE: <b>December 1, 2017</b> _____	SERVICE END DATE: <b>January 15, 2018</b> _____		
SERVICE BEGIN DATE: <b>January 16, 2018</b> _____	SERVICE END DATE: <b>March 31, 2018</b> _____		
INVOICE #:  <u>BM2</u>  <u>BM3</u>	Vendor Name and Address: Roseau County 606 5 <sup>th</sup> Ave SW, Room 131 Roseau, MN 56751		





**RESOLUTION AUTHORIZING ROSEAU COUNTY TO ENTER INTO LAW  
ENFORCEMENT MUTUAL AID AGREEMENT**

WHEREAS the Roseau County Sheriff accepted the plan for a mutual aid agreement with the law enforcement agencies in northern Minnesota -the intent of which is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions for law enforcement purposes.

WHEREAS this agreement is consistent with statute MS. 12.331 LOCAL ASSISTANCE TO POLITICAL SUBDIVISIONS.

NOW THEREFORE BE IT RESOLVED that Roseau County enters into a Law Enforcement Mutual Aid Agreement with other law enforcement agencies for the mutual benefit of the public safety of all citizens in Roseau County and the State of Minnesota.

# LAW ENFORCEMENT MUTUAL AID AGREEMENT

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## **Purpose**

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions.

## **Definitions**

**Party** – means a political subdivision.

**Requesting Official** – means the person designated by a Party who is responsible for requesting assistance from the other Party.

**Requesting Party** – means the party that requests assistance from other parties.

**Responding Official** – means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

**Responding Party** – means a party that provides assistance to the Requesting Party.

**Assistance Type** – Law Enforcement personnel and equipment.

## **1. Procedure**

### **1.1 Request for assistance: Immediate Response / Short Term**

**1.1.1 Request for Assistance.** Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

**1.1.2 Responding to Request.** Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.1.3 Method.** Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

**1.1.4 Command of Scene.** Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be

under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

**1.1.4.1 Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

**1.1.5 Recall of Assistance.** The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his/her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

**1.1.6 Release of Assistance.** The Requesting Party may at any time advise the Responding Party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

## **1.2 Request for Assistance: Long Term**

**1.2.1 Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

**1.2.2 Responding to Request.** Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

**1.2.3 Method.** A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.

**1.2.4 Recall of Assistance.** The Responding Official may at any time recall such assistance when in his/her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

**1.2.5 Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

## **2. Worker's Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, volunteer or their dependents, even if

the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

### 3. **Damage to Equipment.**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damage to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

### 4. **Liability.**

**4.1 Requesting Party Liable.** For the purpose of Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. §466.01, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

**4.2 Indemnification and Defense.** The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendant's from a single occurrence to be defended by a single attorney or a single law firm.

**4.3 No Liability.** No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

### 5. **Charges to the Requesting Party.**

**5.1** No charges will be levies by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.

5.2 Such charges are not contingent upon the availability of federal or state government funds.

**6. Duration.**

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty-day (30) written notice to the other party or parties to the Agreement.

**7. Execution.**

Each Party hereto has read, agreed to and executed this Mutual Aid Agreement on this date indicated.

**8. Miscellaneous.**

This Agreement will be governed by the laws of the State of Minnesota.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance.

**By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of the signature**

**Date:** \_\_\_\_\_ **Entity:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**A copy of the governing body resolution or other authorization to enter this agreement is attached hereto:**





STATE OF MINNESOTA  
VOTING EQUIPMENT GRANT AGREEMENT

This grant agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Roseau County, 606 5th Ave SW, Rm 160, Roseau, MN 56751 ("Grantee")

Recitals

- 1 Under Minnesota Laws 2017, First Special Session, Chapter 4, Article 3, § 17, coded as Minnesota Statutes, § 206.95, the Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 3 of that section prior to 4 P.M. Central Time on December 15, 2017, and the State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State and in accordance with all state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
3. The State is in need of assurance that Minnesota elections are conducted on modern voting equipment. Grantee is in need of funds to purchase optical scan counters, assistive voting devices, or electronic roster systems.
4. Grantee represents that it has insufficient resources to purchase these counters, devices or systems without the grant amount provided pursuant to this agreement.

Agreement

1 **Effectiveness of Agreement**

- 1.1 **Effective date:** February 1, 2018, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget. Per, Minnesota Statutes §16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully approved and executed, and Grantee has been notified by the State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** August 31, 2019, or when all funds applied for and provided to Grantee by State have been expended, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this grant agreement: 4. Conditions; 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Property Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 **Grantee's Duties**

2.1 **Activities.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the purchase of optical scan counters, assistive voting devices, or electronic roster systems in the manner described in this Agreement and as set forth in the Grant Application previously submitted by Grantee and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement. Grantee will use the funds awarded only for the procurement of the voting equipment set forth in the Grant Application except as set forth in paragraph 2.4 of this Agreement.

Grantee is hereby awarded \$81,752.62 for the purchase of O.S. Counters/Assistive Voting Devices. Grantee must match this grant with \$81,752.62 of local funds.

Grantee will expend all funds granted by this Agreement as well as the required match pursuant to Minnesota Statutes, § 206.95, no later than August 1, 2019, or will return all unspent grant funds to the State by August 31, 2019, for potential redistribution.

2.2 **Reporting Requirements.** Grantee shall report to the State as specified in this Agreement.

- (1) **Progress Reporting.** Grantee shall submit, by January 7, 2019, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent in calendar year 2018 for the

purchase of each kind of voting system, how many were purchased, and how much of the grant award remains to be spent, if any.

- (2) **Final Reporting.** Grantee will submit a final report, no later than August 15, 2019, or 30 days after the grant amount has been fully expended, whichever comes first, including all items listed in 2.2 (1) above as well as cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements. These records must prove the total expenditure of the Grant Amount and the required total match pursuant to Minnesota Statutes, § 206.95, subdivision 4, or if less than all grant funds were expended, the total of the expended grant funds and the proportionate match required by Minnesota Statutes, § 206.95, subdivision 4.
- (3) **Other Requirements.** Subgrantee must maintain financial records for each grant sufficient to satisfy audit standards and must transmit those records to the secretary of state upon request of the secretary of state.
- (4) **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.
- (5) **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

### **2.3 Accounting Requirements - Fiscal Control and Accounting Procedures.**

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

### **2.4 Alterations in Spending Plan.**

Grantee may not spend funds granted for electronic roster systems for other equipment, nor may Grantee spend funds granted for other than electronic roster systems on electronic roster systems.

Grantee may spend funds granted for the purchase of optical scan counters on assistive voting devices, and granted for the purchase of assistive voting devices on optical scan counters, or in either case for combinations thereof, if the change is reported in the next financial report due after the purchase.

## **3 Time**

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

## **4 Consideration and Payment**

4.1 **Consideration.** The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** The Subgrantee will be awarded the amount listed for the Grantee in paragraph 2.1 of this Agreement.
- (2) **Total Obligation.** The total obligation of the State to Grantee under this grant agreement will not exceed the amount stated in paragraph 2.1 of this Agreement.

4.2 **Fiscal Requirements.** Grantee shall report to the State as provided by paragraph 2.2 of this Agreement.

- (1) **Financial Guidelines.** Grantee's eligible expenditures under this grant agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this grant agreement as provided in paragraph 2.2.
- (2) **Records.** Grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved

between the Grantee and State, whichever is later, and comply with all other Retention and access requirements for records provided in the jurisdiction's retention schedules.

4.3 **Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 **Conditions.**

- (3) Payments under this Agreement will be made from funds appropriated by Laws 2017, First Special Session, Chapter 4, Article 1, § 6. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with statutory or grant agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for procurement of the equipment set forth in paragraph and operating expenses as defined by law.
- (3) Grantee assures that equipment to be acquired with these grant funds is required because Grantee has need of the equipment, and has insufficient funds for that purchase. Grantee also assures that equipment purchased with grant funds will be used for all elections as required by law. Grantee agrees that it will only purchase optical scan counters, or assisted voting devices, certified under M.S. 206.57, or electronic rosters that the jurisdiction determines meets requirements of M.S. 201.225.
- (4) Grantee, for five full years following the purchase of equipment with grant funds, may dispose of that equipment only after first offering the equipment to Minnesota jurisdictions using the same type of equipment. During that five year period, Grantee may only sell the equipment at or below a price equal to the amount of the funds initially expended by Grantee for the equipment purchase, excluding the grant made pursuant to this agreement. If the funds so expended, or any part thereof, were initially received from the Help America Vote Act, funds from the sale of the equipment must be returned to the jurisdiction's Help America Vote Act (HAVA) account and must be retained and expended only for the purposes of HAVA.

5 **Satisfaction**

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 **Authorized Representative**

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor the Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Martie Monsrud, County Auditor, 606 5th Ave SW, Rm 160, Roseau, MN 56751, martie@co.roseau.mn.us, 218-463-1282

Grant payment will be made to:  
Roseau County  
Federal ID Number: 41-6005889

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment**

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

successors in office.

#### **7.2 Amendments**

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

#### **7.3 Waiver**

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

#### **7.4 Grant Contract Complete**

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

### **8 Liability**

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

### **9 State Audits**

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **10 Government Data Practices**

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or the State.

If Grantee receives a request to release the data referred to in this Clause, the Subgrantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### **11 Workers' Compensation**

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

### **12 Property and Casualty Insurance**

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for the counters, devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of the election equipment. Any deductible shall be the sole responsibility of Grantee.

### **13 Governing Law, Jurisdiction, and Venue**

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

### **14 Data Disclosure**

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security

number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Subgrantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**15 Termination.**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee.

**16 Grantee Procurement**

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing equipment with funds subject to this Agreement.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05*

Signed: *Jennil Kees*

Date: 11/25/18

Grant Agreement No. 137121/2389

**3. STATE (Office of the Secretary of State)**

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

Title: Director of Elections

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

**2. GRANTEE (Local Jurisdiction)**

*Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of Grantee as required by applicable resolutions or ordinances.*

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

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

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

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

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

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

Distribution:

Grantee  
State's Authorized Representative



Colleen Hoffman, Director  
Crystelle Philipp, CPA  
Marit Knutson, CPA



## Hoffman, Philipp, & Knutson, PLLC

1541 Highway 59 South | Thief River Falls, MN 56701 | Phone: 218-681-4078 | [choffman@mncable.net](mailto:choffman@mncable.net)

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January 9, 2018

The Honorable Martha Monsrud  
Roseau County Auditor  
606 5<sup>th</sup> Avenue SW  
Roseau, Minnesota 56751

We are pleased to confirm our understanding of the services we are to provide Roseau County for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Roseau County, as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the Management's Discussion and Analysis (MD&A), budgetary comparison schedules, Other Post-Employment (OPEB) schedules, and Public Employees Retirement Association (PERA) schedules, to supplement Roseau County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Auditing Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the supplementary information, as listed in the table of contents of your financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements. To accompany the financial statements, your report will also include introductory and other schedules sections that will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report

on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guide for Counties*, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guide for Counties*. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Roseau County Board of Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is

reasonable assurance that government programs are administered in compliance with compliance requirements, and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Roseau County and the respective changes in financial position in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

We will also assist in preparing a draft of your financial statements, schedule of expenditures of federal awards, related notes, and other supporting schedules. We will assist with preparation of the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence, and (5) access to employees who will locate any documents selected by us for testing. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Roseau County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Roseau County complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings, and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditure of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditure of federal awards, and related notes, prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge or experience, evaluate the adequacy and results of those services, and accept responsibility for them.

#### **Audit Procedures--General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the

reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

#### **Audit Procedures--Internal Controls**

Our audit will include obtaining an understanding of the County and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Governmental Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures--Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Roseau County's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations, the provisions of contracts and grant agreements, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Roseau County's major programs. The purpose of these procedures will be to express an opinion on Roseau County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Audit Administration**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to those specified on the County's distribution list; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hoffman, Philipp, & Knutson, PLLC (HPK) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HPK personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period

of seven years after the date the auditor report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation. Our fee of \$25,000 for the first year of our five-year contract is based on standard hourly rates and includes travel costs and expenses. The condition of your records and the assistance you are able to provide us affects the timeliness of the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our unqualified report dated December 16, 2016, is included with this letter.

We appreciate the opportunity to be of service to Roseau County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (218) 681-4078. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,



Colleen Hoffman  
Hoffman, Philipp & Knutson, PLLC

Approved: This letter correctly sets forth the understanding of Roseau County.

\_\_\_\_\_  
Chair of Board of County Commissioners (Governance)

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Auditor (Management)

\_\_\_\_\_  
Date

## SYSTEM REVIEW REPORT

December 16, 2016

To the Partner of  
Hoffman Philipp & Knutson, PLLC  
and the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Hoffman Philipp & Knutson, PLLC (the firm) in effect for the year ended September 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Governmental Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Hoffman Philipp & Knutson, PLLC in effect for the year ended September 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Hoffman Philipp & Knutson, PLLC has received a peer review rating of *pass*.

*Schlenner Wenner & Co.*

**SCHLENNER WENNER & CO.**  
St. Cloud, Minnesota









Plan Code: \_\_\_\_\_

**AirMedCare Network Municipal Site Membership  
For Roseau County, MN**

**Organization:** Roseau County, MN  
**Address:** 605 5<sup>th</sup> Ave SW  
Roseau, MN 56751  
**Contact:** Jeff Pelowski  
**Phone:** 218-463-4248  
**Email:** jeff.pelowski@co.roseau.mn.us  
**County:** Roseau County

**Membership Sales Manager/ Base:**

**Covered Individuals and Transports:**

Any individual whom resides within the boundaries of Roseau County, MN when transported for medical necessity by Valley Med Flight, Inc. (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be:
  - From a pickup location in Roseau County, MN;
- If the covered person transported is uninsured at the time of transport, Valley Med Flight, Inc. will bill the covered person at the “Medicare Allowable Rate” for the transport.

**Fees:**

Roseau County, MN will pay to AirMedCare Network a total of \$64,116.00 annual.

**Upgrade Benefit to Covered Individuals:**

Any individual who resides within the boundaries of Roseau County, MN may elect to obtain a full household membership (which waives T&C exemptions listed above and included coverage outside the herein listed service area) for an additional \$35/year.

**Duration:**

This agreement will be effective upon AirMedCare Network’s receipt of (a) this agreement signed by the participating Organization AND (b) payment for the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.





## Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a “**Company**”). An AirMedCare Network membership automatically enrolls you as a member in each Company’s membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company’s air ambulance costs that are not covered by a member’s insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.





\*Air Evac EMS, Inc. / EagleMed LLC / Med-Trans Corporation / REACH Air Medical Services, LLC —  
These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.



Agreed to by:

\_\_\_\_\_  
Signature  
**Glenda A. Phillipe**  
\_\_\_\_\_  
Printed Name  
**Board Chair**  
\_\_\_\_\_  
Title  
  
**Roseau County**  
\_\_\_\_\_  
Organization Name  
  
**February 13, 2018**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**Keith Hovey**  
\_\_\_\_\_  
Printed Name  
**Vice President**  
\_\_\_\_\_  
Title  
  
**Membership**  
\_\_\_\_\_  
Division  
  
\_\_\_\_\_  
Date



# Roseau County Request for Board Action

<b>Agenda Item #:</b> Consent 12 <small>(for office use only)</small>	
<b>Requested Board Date:</b>	February 13, 2018
<b>Originating Department:</b> Attorney	
<b>Subject Title (as it will appear on the Agenda):</b> Opioid Lawsuit	<b>Presenter:</b> Karen Foss
<b>Estimated Amount of Time Needed for Discussion:</b>	
<input checked="" type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
<b>Board Action Requested:</b> Consider Board action concerning the attached "Memorandum to Roseau County Board regarding Opioid Litigation" prepared by Attorney Foss.	
<b>Background:</b>	
<b>Supporting Documentation:</b> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input type="checkbox"/> County Board Items <input type="checkbox"/> Other	

**FOR OFFICE USE ONLY:**

<b>Board Action:</b> Approved as Requested: _____ Denied: _____ Tabled: _____ Other: _____	<b>Distribution/Filing Instructions:</b>
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## **Memorandum to Roseau County Board regarding Opioid Litigation**

### **I. INTRODUCTION**

The Roseau County Attorney's Office recommends that Roseau County contract services with Briol & Benson, PLLC and Motley Rice LLC and commence civil litigation against opioid drug manufacturers and/or wholesale distributors. More than 60 similar lawsuits have been filed by states, counties, and cities around the United States. This litigation has important similarities to the tobacco litigation by state attorneys general in the mid-90s, in that it seeks to hold manufacturers responsible for their misconduct related to opioid marketing and to hold distributors responsible for their misconduct related to improperly oversupplying portions of the market. Unlike the tobacco litigation, any relief obtained would directly serve Roseau County and its residents. No lawsuit has been filed to date by any governmental entity in Minnesota, although several Minnesota counties and cities are currently considering such action.

### **II. FACTUAL BACKGROUND**

As you know, state and local governments around the United States have been grappling with the opioid epidemic for several years, as the rates of heroin and opioid addiction, overdoses, and deaths have steadily increased. In 2016, there were 153 accidental opiate-related deaths in Minnesota, compared with 97 in 2015. Many different government agencies within Roseau County, across Minnesota, and across the United States have implemented different strategies to address opioid use and misuse. These strategies range from emergency responses by local law enforcement, such as the Roseau County Sheriff's efforts to distribute naloxone, to intervention and treatment programs, to prevention and public health efforts, such as the recent work of the Medical Examiner's Office in identifying carfentanil, a powerful opioid, as the cause of multiple overdose deaths.

In addition to these traditional government responses, numerous cities, counties, and states around the country have sued the companies who were responsible for either manufacturing prescription opioids or distributing those opioids to pharmacies, as another strategy for tackling this epidemic. In general, the lawsuits allege that the manufacturers (such as Purdue Pharma, the maker of OxyContin) used deceptive marketing tactics to convince physicians that opioid painkillers could be prescribed for chronic pain without any risk of addiction or abuse. The lawsuits allege that these misrepresentations vastly expanded the use of opioids in the United States. Several lawsuits also allege that the wholesale distributors (such as McKesson Corporation) breached their duties to monitor, detect, and report suspicious orders of prescription opioids, which allegedly resulted in an oversupply. In fact, both Purdue Pharma and McKesson reached settlement agreements with the U.S. Department of Justice in recent years, paying hundreds of millions of dollars in fines to resolve either criminal charges (Purdue) or civil claims (McKesson). The role of these manufacturers and distributors in fueling the opioid crisis has received intense media attention in recent months, and in late October, the U.S. Department of Health and Human Services declared the opioid epidemic to be a public health emergency.

### **III. POTENTIAL CLAIMS AND RELIEF**

Several Minnesota counties and cities are now considering whether to commence similar litigation against the opioid drug manufacturers and/or distributors. Under Minnesota law, the potential claims by counties and cities could include statutory claims under the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.68 et seq.), the Minnesota Unlawful Trade Practices Act (Minn. Stat. § 325D.09 et seq.), the Minnesota Deceptive Trade Practices Act (Minn. Stat. § 325D.43 et seq.), the Minnesota False Statement in Advertising Act (Minn. Stat. § 325F.67), and/or the Minnesota False Claims Act (Minn. Stat. Ch. 15C). The potential claims could also include common law claims for fraud or misrepresentation, negligent misrepresentation, or negligent failure to warn, as well as public nuisance and unjust enrichment. The relative strengths or weaknesses of each claim would depend to some extent on each city or county's particular factual circumstances. Self-insured cities or counties, including Roseau County, could also consider claims relating to the costs of prescriptions, treatment, and emergency care relating to employee and retiree health benefits.

Injunctive relief is also available with respect to many of the potential claims. Examples of injunctive relief could include funding for addiction treatment or to supply antidotes (such as naloxone) or to host drug collection events or for prevention efforts like prescriber and patient education. Injunctive relief could also require manufacturers to stop any deceptive marketing practices or to conduct research on alternative treatments, etc.

If the Roseau County Board decides to authorize litigation, then prior to filing suit, additional legal research and factual investigation will be required to determine which claims would be most appropriate, and which defendants to name. Depending on which claims are asserted, Roseau County could also pursue monetary damages for "proprietary costs," such as costs incurred for payment of prescriptions or treatment of employees, retirees, and dependents, or worker's compensation benefits. Roseau County could potentially seek compensation for "government costs," meaning the increased costs of first responders, law enforcement, emergency medical personnel, child protection and foster care, etc., related to the opioid epidemic. Roseau County could also pursue restitution or disgorgement of profits. Some of the statutory claims could also support treble damages, punitive damages, civil penalties, and recovery of litigation costs.

Depending on which claims are asserted and which defendants are named, any litigation is likely to proceed in federal court – although the claims primarily arise from state law, the potential defendants are all likely to be out-of-state, which will result in diversity jurisdiction in the federal courts system. In federal court, any litigation by Roseau County is likely to become part of "multi-district litigation," in which all of the federal cases asserting similar claims against similar defendants would be consolidated before a single judge, for management of the pre-trial process (motion practice and discovery). It is likely that the federal multi-district litigation will be venued in either Ohio or Illinois.

### **IV. OUTSIDE COUNSEL**

The Roseau County Attorney's Office has been approached by several law firms who are interested in representing Minnesota cities and counties in opioid litigation. Each firm has proposed to represent Roseau County (and the other cities and counties) in the opioid litigation on a contingency basis. Under this arrangement, the private firms would front all out-of-pocket litigation expenses (e.g.,

document processing, travel, depositions, expert fees, etc.). If Roseau County obtained any monetary relief, the firm would be reimbursed for these out-of-pocket expenses from that monetary relief, and then take an attorney fee percentage from the remaining amount. If any injunctive relief resulted in creation of a monetary fund (for education, treatment, etc.), the firm would likely seek its attorney fee percentage from that fund as well. If the injunctive relief did not have any objective monetary value, then no fee percentage would apply to that relief. If the litigation is not successful – meaning that Roseau County does not obtain any monetary or injunctive relief – then the firm would not receive any reimbursement for out-of-pocket expenses, nor any compensation for attorney fees.

This recommendation is based on the experience of Briol & Benson, PLLC and Motley Rice LLC in similar tort litigation and resources available as one of the largest plaintiff's side firms in the country.

Karen M. Foss  
Roseau County Attorney













Roseau County Board  
Glenda A. Phillippe  
District 1

January 23: County Board – Roseau  
January 26: Team EPIC Grant – Warroad  
February 6: Operations – Roseau  
February 6: COW – Roseau  
February 7: LDSAA – TRF  
February 12: RCCoA – Roseau  
February 12: Warroad City Council – Warroad

## JACK SWANSON COMMITTEE REPORTS

JAN 23, 2018 - DEPARTMENT HEAD PERFORMANCE REVIEWS

JAN 23, 2018 - JADIS TOWN BOARD

JAN 24, 2018 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

JAN 29, 2018 - LAO ASSISTANCE CENTER; met with Sunny Chanthanouvong and Dave Anderson

JAN 30, 2018 - BUILDING COMMITTEE; recommended seeking RFP's for long-term facilities study

JAN 31, 2018 - TEEN JOURNEY; considering options for program

FEB 1, 2018 - ROSEAU RIVER TRAIL; et at Roseau River Watershed office w/ stakeholder group on proposed river trail designation

FEB 5, 2018 - ROSEAU CITY COUNCIL

FEB 6, 2018 - OPERATIONS COMMITTEE

FEB 6, 2018 - COMMITTEE OF THE WHOLE

FEB 7, 2018 - RED RIVER VALLEY FARMER-HOMEMAKER

FEB 7, 2018 - COMMUNITY JUSTICE COORDINATING COMMITTEE

FEB 9, 2018 - M C I T BOARD OF DIRECTORS (ST PAUL); Roseau County appeal of Magnusson Property claim

FEB 12, 2018 - PAUL BUNYAN/ HWY 371 (CASS LAKE); met w/ Rep Bliss and stakeholders on proposed 4-lane extension of Hwy 371 to Cass Lake