

---

## REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on August 23, 2016, at 9:00 a.m., in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**9:00 Call to Order**

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

**9:05 Delegations/Board Appointments/Public Comments\***

1. Jim Atkinson, Minnesota Power - Great Northern Transmission Line Project Update
2. Scott Johnson, Roseau County Soil and Water Conservation District – 2017 Budget

**9:45 Consent Agenda**

1. August 9, 2016 Board Proceedings
2. Broadband Development Grant – Resolution of Support
3. Roseau River Watershed Board Appointment – Advertisement

**9:50 Department Reports**

1. Auditor
  - a. Local Election Emergency Plan
2. Attorney
  - a. Lindquist and Vennum Law Firm Agreement

**10:10 Committee Reports**

1. Safety Committee
  - a. Safety Compliance Services Proposal

**10:15 County Board Items**

1. Wage Committee Appointment
2. Commissioner Committee Reports

**11:00 Unfinished Business**

**11:00 Adjourn**

**\*Limited to five minutes**





## **Budget Proposal – 2017**

### **Roseau County Agricultural Inspector**

The County Agricultural Inspection Program will be administered by the Roseau Soil and Water Conservation District in accordance with all State Rules, Regulations, and Statutes as well as the Noxious Weed Laws under the Minnesota Department of Agriculture guidelines.

Office/Field Staff Time,  
General Notice/Newsletter Publishing  
MACAI Dues, Training ----- 325 hours @ \$50.17 \$16,305.25

**Total -** [\\$16,305.25 \\*\\*](#)

**REVENUES:**

	<b>2015</b>	<b>2016</b>	<b>2017</b>
	Actual	amended 2/28/16	Proposed 2017
<b>INTERGOVERNMENTAL - COUNTY</b>			
County	\$ 65,000	\$ 65,000	\$ 110,500
Water Plan	\$ 17,701	\$ 17,701	\$ 17,701
Wetland Conservation Act (WCA)	\$ 24,238	\$ 24,238	\$ 24,238
County Ag Inspection	\$ 15,361	\$ 15,806	\$ 16,305
<b>TOTAL INTERGOV. REV. COUNTY</b>	<b>\$ 122,300</b>	<b>\$ 122,745</b>	<b>\$ 168,744</b>
<b>INTERGOVERNMENTAL - STATE</b>			
BWSR General Service Grants	\$ 18,750	\$ 18,750	\$ 18,750
BWSR Cost-share - Regular	\$ 7,896	\$ 8,420	\$ 8,420
BWSR Cost-share - Tech. & Adm.	\$ 2,631	\$ 2,105	\$ 2,105
BWSR RIM Funds	\$ 50	\$ 95	\$ 95
Disaster Recovery Assistance Program		\$ 414,000	\$ -
Buffer Program		\$ 35,000	\$ 35,000
AIS Program/Watercraft Inspectors		\$ 38,000	\$ 38,000
WRP Easement Grant	\$ -	\$ 2,000	\$ 2,000
Cooperative Weed Management Grant	\$ -	\$ 7,500	\$ -
SWAG Funds	\$ 23,312	\$ 8,561	\$ -
Clean Water - BWSR Capacity Funds	\$ -	\$ 120,337	\$ 122,750
Warroad Watershed Assess Project	\$ -	\$ 36,859	\$ 36,859
<b>TOTAL INTERGOV. REV. STATE</b>	<b>\$ 52,639</b>	<b>\$ 691,627</b>	<b>\$ 263,979</b>
<b>CHARGES FOR SERVICES</b>	<b>\$ 34,025</b>	<b>\$ 30,000</b>	<b>\$ 35,000</b>
<b>INTERGOVERNMENTAL REV. LOCAL</b>			
Warroad River Watershed	\$ 4,000	\$ 3,430	\$ 2,500
SWAG - MPCA Monitoring Funds	\$ -	\$ -	\$ -
Roseau County - WRWD Assess. Project	\$ -	\$ 6,000	
Township Funds-WRWD Assess Project	\$ -	\$ 5,000	
City of Warroad - WRWD Assess Project	\$ -	\$ 4,000	
<b>TOTAL INTERGOV. REV. LOCAL</b>	<b>\$ 4,000</b>	<b>\$ 18,430</b>	<b>\$ 2,500</b>
<b>INTERGOVERNMENTAL REV. FEDERAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MISCELLANEOUS</b>			
Interest	\$ 2,000	\$ 1,750	\$ 2,500
Dividend	\$ 1,500	\$ 1,250	\$ 1,250
Misc. Revenue	\$ -		
PERA Aid	\$ 457	\$ 457	\$ 457
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 3,957</b>	<b>\$ 3,457</b>	<b>\$ 4,207</b>
<b>TOTAL REVENUES</b>	<b>\$ 216,921</b>	<b>\$ 866,259</b>	<b>\$ 474,430</b>

S:\Service\_Center\SWCD\Financial\Budget\2016\Proposed 2016.xls

## ROSEAU SWCD PROPOSED BUDGET - 2017

EXPENDITURES:	2015		2016		2017	
PERSONNEL SERVICES:	Actual	Amended 3/23/2016	Proposed 2017			
Employee Salaries	\$ 92,498	\$ 105,367	\$ 128,412			
Employee Insurance	\$ 6,125	\$ 11,625	\$ 11,625			
Supervisor Compensation	\$ 3,000	\$ 4,500	\$ 3,300			
Employer Contribution FICA/Med.	\$ 7,076	\$ 9,605	\$ 9,824			
Employer Contribution PERA	\$ 6,937	\$ 9,416	\$ 9,630			
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 115,636</b>	<b>\$ 140,513</b>	<b>\$ 162,791</b>			
<b>OTHER SERVICES &amp; CHARGES:</b>						
Advertising & Publications	\$ 1,500	\$ 1,500	\$ 1,500			
Education & Training	\$ 2,200	\$ 2,200	\$ 2,200			
Health Insurance/Deductibles	\$ 10,000	\$ 12,500	\$ 12,500			
Employee Expenses	\$ 550	\$ 750	\$ 1,750			
Liability Insurance, MCIT, Bond	\$ 3,500	\$ 7,750	\$ 7,750			
Office Expense & Maintenance	\$ 1,950	\$ 2,000	\$ 2,000			
Fees & Dues	\$ 2,500	\$ 2,500	\$ 2,500			
Website Exp.	\$ 100	\$ 150	\$ 150			
Phone Expense	\$ 775	\$ 775	\$ 1,500			
Postage	\$ 350	\$ 350	\$ 350			
Professional Services	\$ 2,000	\$ 2,500	\$ 2,500			
Rent	\$ 7,600	\$ 7,600	\$ 7,600			
Supervisor Expense	\$ 1,000	\$ 1,000	\$ 1,000			
Vehicle Expense	\$ 3,500	\$ 3,500	\$ 3,500			
Freight Expense	\$ 1,000	\$ 2,100	\$ 2,100			
<b>TOTAL OTHER SERVICES &amp; CHARGES</b>	<b>\$ 38,525</b>	<b>\$ 47,175</b>	<b>\$ 48,900</b>			
<b>SUPPLIES (FIELD)</b>	<b>\$ 560</b>	<b>\$ 1,550</b>	<b>\$ 1,550</b>			
<b>CAPITAL OUTLAY</b>	<b>\$ 5,500</b>	<b>\$ 30,000</b>	<b>\$ 45,000</b>			
<b>PROJECT EXPENSES DISTRICT</b>	<b>\$ 21,500</b>	<b>\$ 27,500</b>	<b>\$ 27,500</b>			
<b>PROJECT EXPENSE STATE</b>						
Buffer Program	\$ -	\$ 35,000	\$ 35,000			
Disaster Recovery Assistance Program	\$ -	\$ 207,000	\$ -			
Warroad Watershed Assess. Project	\$ -	\$ 36,859	\$ -			
Clean Water - BWSR Capacity Funds	\$ -	\$ 120,337	\$ 46,014			
AIS Project Expense	\$ -	\$ 58,000	\$ 38,000			
Cost-share Projects	\$ -	\$ -	\$ 34,750			
State Cost-share Projects	\$ 13,682	\$ 10,525	\$ 10,525			
Local Water Management Expense	\$ 6,000	\$ 12,000	\$ 12,500			
Wetland Conservation Act Expense	\$ 2,500	\$ 9,500	\$ 10,500			
<b>TOTAL PROJECT EXP. STATE</b>	<b>\$ 22,182</b>	<b>\$ 489,221</b>	<b>\$ 187,289</b>			
<b>PROJECT EXPENSE - LOCAL</b>						
Warroad River Watershed Admin.	\$ 1,200	\$ 2,500	\$ 0			
Roseau County funds	\$ 60	\$ 6,000	\$ 0			
City of Warroad	\$ 1,325	\$ 4,000	\$ 0			
Townships fund	\$ 3,000	\$ 5,000	\$ 0			
Warroad River Watershed	\$ 5,600	\$ 3,000	\$ 0			
<b>TOTAL PROJECT EXP. LOCAL</b>	<b>\$ 11,185</b>	<b>\$ 20,500</b>	<b>\$ 0</b>			
<b>PROJECT EXPENSE COUNTY</b>						
County Agricultural Inspector Expense	\$ 1,500	\$ 1,200	\$ 1,400			
<b>TOTAL PROJECT EXP. COUNTY</b>	<b>\$ 1,500</b>	<b>\$ 1,200</b>	<b>\$ 1,400</b>			

## ROSEAU SWCD PROPOSED BUDGET - 2017

PROJECT EXPENSE FEDERAL	\$	-	\$	-
TOTAL EXPENDITURES	\$	216,588	\$	757,659
	\$	474,430		

<b>WAGE CALCULATIONS FOR 2017</b>								
	<b>2016</b>	<b>Proposed</b>	<b>Proposed 2017</b>					
<b>Regular Staff</b>	<b>Wage</b>	<b>Increase</b>	<b>Hrs/Yr.</b>	<b>Hrly. Wage</b>	<b>Gross Wages</b>	<b>Ins. Allow.</b>	<b>Wage &amp; Ins.</b>	<b>TOTALS</b>
Manager	\$ 26.29	\$ 0.79	2088	\$ 27.08	\$ 56,543.04	\$ -	\$ 56,543.04	
Water Plan Coord.	\$ 19.34	\$ 0.58	2088	\$ 19.92	\$ 41,592.96	\$ -	\$ 41,592.96	
Administrative Assistant	\$ 14.50	\$ -	2088	\$ 14.50	\$ 30,276.00	\$ -	\$ 30,276.00	
<b>TOTALS</b>					<b>\$ 128,412.00</b>	<b>\$ -</b>	<b>\$ 128,412.00</b>	<b>\$ 128,412.00</b>
PERA - Dist. Share 7.5% on gross wages								<b>\$ 9,630.90</b>
FICA - Dist. Share - 7.65% on Total wages and Ins.								<b>\$ 9,823.52</b>
<b>Tree Season</b>			<b>Hrs/Yr.</b>	<b>Wage</b>	<b>Gross Wages</b>			
Temp. Tree Help			0	\$ -	\$ -			
Temp. Tree Help OT			0	\$ -	\$ -			
Staff OT - Water Plan			0	\$ 21.75	\$ -			
Staff OT - Manager			0	\$ -	\$ -			
<b>TOTALS</b>					<b>\$ -</b>			<b>\$ -</b>
PERA - Dist. Share 7.25% - Regular Staff OT								<b>\$ -</b>
FICA - Dist. Share - 7.65% Gross Tree Wages								<b>\$ -</b>
<b>Supervisors</b>			<b>Mtgs/Yr</b>	<b>\$/Mtg.</b>	<b>Total Mtgs.</b>			
Meetings (Est)			60	\$ 55.00	\$ 3,300.00			<b>\$ 3,300.00</b>
FICA - Dist. Share/5 Sup. (\$3,850 X 7.65%)								<b>\$ -</b>
FICA - Dist. Share/5 Sup. (\$3,850 X 7.65%)								<b>\$ -</b>
<b>GRAND TOTAL</b>								<b>\$ 151,166.42</b>
Add for employee salaries on budget								



## PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

August 9, 2016

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

### CALL TO ORDER

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

### APPROVAL OF AGENDA

A discussion on the Warroad Backpack program was added to County Board Items and a request to hire a Senior Highway Technician was added to the Highway Department report. A motion to approve the amended Agenda was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously.

### APPROVE BILLS

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

#### Warrants Approved For Payment 7/28/2016

<u>Vendor Name</u>	<u>Amount</u>
AFLAC	3,765.40
NORTH STAR ATV CLUB	6,912.00
ROSEAU/LOW SPORTSMAN CLUB	11,365.96
TOWN OF BEAVER	2,881.09
TOWN OF LAONA	25,156.72
33 Payments less than 2,000.00	14,566.63
<b>Final Total:</b>	<b>64,647.80</b>

#### Warrants Approved For Payment 8/04/2016

<u>Vendor Name</u>	<u>Amount</u>
DEARBORN NATIONAL LIFE INSURANCE	2,433.21
JOHNSON/LAURE A	3,526.88
LIFECARE MEDICAL CENTER	39,671.31
NW MN SERV COOP-BLUE CROSS BLUE	90,448.50
ROSEAU CITY	2,488.25
ROSEAU CO TREASURER	115,988.92
SCHOOL DIST 676	13,965.47
SCHOOL DIST 682	73,407.29
SCHOOL DIST 690	28,250.14
TOWN OF GRIMSTAD	33,517.12
TOWN OF LAKE	2,912.80
TOWN OF MORANVILLE	3,790.63
TOWN OF SKAGEN	3,774.13
WARROAD CITY	7,381.75

18 Payments less than 2,000.00	14,315.19
<b>Final Total:</b>	<b>435,871.59</b>

**Warrants Approved On 8/09/2016 For Payment 8/12/2016**

<u>Vendor Name</u>	<u>Amount</u>
AVIANDS LLC	7,931.22
FARMERS UNION OIL CO-WARROAD	4,363.53
GARTNER REFRIGERATION CO	9,599.00
HALVERSON SAND & GRAVEL INC	2,067.00
HEADWATERS REGIONAL RADIO BOARD	2,500.00
HOFFMAN PHILIPP & KNUTSON	5,832.00
JOBS HQ	4,850.08
MAR-KIT LANDFILL	42,309.00
NORTHERN RESOURCES COOPERATIVE	45,893.36
NORTHLAND TIRE	13,270.65
RDO TRUCK CENTER CO.	8,371.68
ROSEAU CO COOP ASSN	9,954.38
SJOBERG'S INC	3,328.57
VANGUARD APPRAISALS, INC	2,000.00
WIDSETH SMITH NOLTING	5,726.00
69 Payments less than 2,000.00	31,277.51
<b>Final Total:</b>	<b>199,273.98</b>

In addition, the Board approved forthwith payments to O'Neil Lund, in the amount of \$760.00, for beaver removal and to Lyle Roseen, in the amount of \$80.00, for beaver removal.

**DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS**

**Northwest Minnesota Multi-Housing and Redevelopment Authority (NW HRA)**

Executive Director Lee Meier met with the Board to provide an update on the activities the HRA is involved with in the County as well as to discuss programs operated in the region.

**CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Phillipe, seconded by Commissioner Foldesi and carried unanimously. The Board, by adoption of its Consent Agenda, approved the July 26, 2016 Board Proceedings; approved the appointment of Joe Olafson to the Warroad River Watershed District Board to a three year term effective September 19, 2016 through September 18, 2019; approved a County Vehicle Use Policy; approved a Roseau/LOW Sportsman's Club request for reimbursement in the amount of \$2,141.69; authorized applying a 4% interest rate to funds loaned from the County Revenue Fund to ditch systems in arrears, retroactive to January 1, 2015; and, approved advertising for the hire of two (2) temporary dispatch/correctional officers.

**DEPARTMENT REPORTS**

Highway

County Engineer Brian Ketring met with the Board to request a final payment; to request approval of a payroll change, and to request approval to hire a Senior Highway Technician.

A motion to approve a final payment to PCiRoads, LLC, in the amount of \$273,450.98, for the CSAH 72 bridge deck project, was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously.

The Board discussed past promotion protocol/policy. The Board requested information on past practices pertaining to promotions. It was noted that the policy states that a promotion will allow for a grade change to the next higher grade/step closest to the current grade/step. In addition, it was also noted that promotions have been granted for more than one grade due to an increase in duties/responsibilities required for a new position. Engineer Ketring stated that the job re-study would have allowed the GIS Technician position to be a Grade 8 but it was decided that the position should remain a Grade 7. A payroll change was requested in order to compensate for the unusual circumstances involved in this promotion. A motion to approve a payroll change request for GIS Technician Allen Brandt, to adjust his grade from a Grade 7, Step C to a Grade 7 Step E, effective July 31, 2016, was made by Commissioner Miller, seconded by Commissioner Foldesi and carried unanimously. Commissioner Falk abstained from voting.

A motion to approve the hire of Andrew Halvorson as a Senior Highway Technician (Grade 7, Step A), effective September 1, 2016, was made by Commissioner Miller, seconded by Commissioner Swanson and carried unanimously.

## **COUNTY BOARD ITEMS**

### CGI Communications

Commissioner Swanson requested the Board authorize Chair Falk to sign a letter in support of CGI Communications seeking local businesses participation in the video campaign that will be produced by CGI to promote Roseau County. The Board discussed the need for a committee to oversee this project. A motion to authorize Chair Falk to sign a letter of support for CGI Communications and to appoint Commissioner Swanson and Commissioner Phillippe to the committee to oversee this project, was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously.

### Topics Discussion/MnDNR Commissioner Landwehr Meeting (8/30/16)

The Board discussed Agenda items for a meeting with Commissioner Landwehr scheduled for August 30, 2016. Items for discussion include: New Regional Director Appointment; DNR Support of Legislative Initiatives; Gravel Lease Cost Share on Con Con Lands; Timber Management Policy/Plan; Disposition of State Lands; Carol Kofstad Boundary Dispute; Public Waters Management.

### Warroad Backpack Program

Commissioner Phillippe requested the Board consider a one-time donation to the Warroad Backpack program. Commissioner Phillippe noted that funding is needed to get the program up and running with fundraising efforts in place to sustain the program in the future. Auditor Monsrud confirmed that County Con Con money can be used for this donation. A motion to authorize a one-time donation of \$5,000, to be dispersed from County Con Con funds, for the Warroad Backpack program, was made by Commissioner Phillippe, seconded by Commissioner Swanson and carried unanimously.

Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Operations/Committee of the Whole meetings, 8/2/16.

Commissioner Miller reported on the following committee(s): Operations/Committee of the Whole meetings, 8/2/16; Minnesota Power meeting, 8/5/16; Minnesota Rural Counties Caucus policy meeting, 8/8/16.

Commissioner Phillipe reported on the following committee(s): Lake Township Board, 7/26/16; Operations/Committee of the Whole meetings, 8/2/16; Warroad Backpack Program meeting, 8/4/16; Warroad City Council, 8/8/16.

Commissioner Swanson reported on the following committee(s): Becoming Welcoming Communities, 7/26/16; Roseau Economic Development Authority, 7/27/16; Sunshine Memorial Foundation, 7/28/16; Roseau City Council, 8/1/16; Operations/Committee of the Whole meetings, 8/2/16; Community Justice Coordinating Committee, 8/3/16; Association of Minnesota Counties Governance Committee, 8/4/16.

Upon motion carried, the Board adjourned the regular Meeting at 11:15 a.m. The next Regular Meeting of the Board is scheduled for August 23, 2016 at 9:00 a.m.

Attest:

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

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

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





**Board of Commissioners**

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

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

2016-08-02

BE IT RESOLVED that Roseau County act as the legal sponsor for project(s) contained in the Broadband Development Grant Program to be submitted on October 3, 2016 and that the Chairman of the Roseau County Board of Commissioners is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Roseau County.

BE IT FURTHER RESOLVED that Roseau County has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that Roseau County has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, Roseau County may enter into an agreement with the State of Minnesota for the above referenced project(s), and that Roseau County certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the undersigned is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

STATE OF MINNESOTA     )  
  ) ss  
COUNTY OF ROSEAU     )

I, Jeff Pelowski, Board Clerk in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on August 23, 2016.

(SEAL)

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





## Board of Commissioners

606 5<sup>th</sup> Ave. SW, Room #131  
Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

---

## WATERSHED BOARD APPOINTMENT NOTICE

The Roseau County Board of Commissioners is accepting nominations for the following Watershed Board Appointment:

One (1) manager to the Roseau River Watershed for a three year term beginning October 19, 2016 ending October 18, 2019. The term of Tony Wensloff expires October 18, 2016.

Persons interested in being appointed to serve as a Watershed District Manager should contact the Roseau County Coordinator, 606 5<sup>th</sup> Avenue SW, Room 131, Roseau, MN 56751 (218-463-4248) or at [annmarie.miller@co.roseau.mn.us](mailto:annmarie.miller@co.roseau.mn.us) to obtain an application. To be considered, interested persons must submit completed applications no later than 4:30 pm September 6, 2016.

---

District 1, Glenda Phillipe - District 2, Jack Swanson  
District 3, Roger Falk, Chair - District 4, Todd Miller, Vice-Chair - District 5, Mark Foldesi

An Equal Opportunity Employer



# **ROSEAU**

## **ELECTION EMERGENCY PLAN**

Revised **AUGUST, 2016**

## Table of Contents

Introduction .....	1
County and Municipal Election Leads Order of Succession.....	1
Alternative Worksite for County Offices.....	2
Polling Place Relocation – Prior to Election Day.....	3
Polling Place Relocation – On Election Day .....	4
<b>APPENDIX</b> .....	7
Roseau Elections Staff Contacts.....	7
Support and Vendor Contact Information.....	8
Media and Public Communications Contacts .....	10
Election Judge Polling Place Emergency Procedures.....	11

## Introduction

Nothing must interfere with the right of voters to vote free of undue delay or inconvenience. The purpose of this election emergency plan is to ensure that, in the event of an emergency impacting the election, the essential functions of an election continue. The goal is to minimize the impact on the public, and to maintain the integrity and accuracy of elections in the event of an emergency.

This election emergency plan applies to all staff within the Roseau County Election's Division, and should be used as a guide by all jurisdictions conducting elections within Roseau County. This plan should be distributed to all municipalities within Roseau County that are responsible for election operations. This plan should operate in conjunction, but does not supersede, Roseau County's or the encompassed municipalities' governing Continuity of Operations Plan.

## County and Municipal Election Leads Order of Succession

In the event an incumbent elections administrator is incapable or unavailable to fulfill essential duties, successors have been identified to ensure there is no lapse in essential decision-making authority. The Roseau County Election's Division has identified successors for key election officials within Roseau County.

The Auditor and Deputy Auditor are responsible for the Elections Emergency Plan. If an event occurs that may warrant the use of the Elections Emergency Plan, it is the duty of the elections staff at the County and at the municipal level to communicate with the Auditor. If the Auditor cannot be reached, the Deputy Auditor should be contacted. The following table shows the Roseau County Election Division order of succession.

### ROSEAU COUNTY

	Position	Successors
Name	Martha (Martie) Monsrud	Shanda Christofferson
Title	Auditor	Deputy Auditor
Office Phone	218-463-1282	218-463-1282
Land Line Home	218-463-2520	
Mobile Phone	218-242-4918	
Work Email	<a href="mailto:martie@co.roseau.mn.us">martie@co.roseau.mn.us</a>	<a href="mailto:shanda.christofferson@co.roseau.mn.us">shanda.christofferson@co.roseau.mn.us</a>
Personal Email	<a href="mailto:martie40@hotmail.com">martie40@hotmail.com</a>	

	Position	Successors
Name	Linda Vatnsdal.	John Huss
Title	Election Staff	Deputy Auditor
Office Phone	218-463-1282	218-463-1282
Land Line Home		
Mobile Phone		
Work Email	<a href="mailto:linda.vatnsdal@co.roseau.mn.us">linda.vatnsdal@co.roseau.mn.us</a>	<a href="mailto:jhuss@co.roseau.mn.us">jhuss@co.roseau.mn.us</a>
Personal Email		
Name	Kathy Jenson	June Wensloff
Title	Deputy Auditor	Election Staff
Office Phone	218-463-1282	218-463-1282
Land Line Home		
Mobile Phone		
Work Email	<a href="mailto:kathy.jenson@co.roseau.mn.us">kathy.jenson@co.roseau.mn.us</a>	<a href="mailto:June.wensloff@co.roseau.mn.us">June.wensloff@co.roseau.mn.us</a>
Personal Email		

Each municipality within the County has identified a successor for the top election position within the municipality, and additional successors as appropriate. The chief election official for each municipality is responsible for ensuring orders of succession are up-to-date and communicated to the County Auditor.

**SEE ATTACHED FOR FULL LIST OF TOWNSHIP AND CITIES CONTACT**

**Alternative Worksite for County Offices**

If an emergency impacts the Roseau County Courthouse on election day or during the absentee voting period, all reasonable efforts will be made to restore the functionality of the facility. The County Auditor will assess the functionality and, if it is determined that the facility cannot be restored to functionality in a reasonable time period, will move County elections operations to **ROSEAU CITY CENTER, 121 Center Street, Roseau, MN 56751**

If County in-person absentee voting is moved to the alternative facility, the County will:

- Follow the notification procedures for polling place relocation, described below;
- Notify the Secretary of State of the new static IP address for the purposes of connecting to SVRS.

- Work with county IT staff to re-direct phone, email, and fax communications to the alternative facility; and
- Work with USPS, UPS, FedEx, and other package delivery services to ensure delivery of absentee materials to the alternative facility or arrange for collection of absentee materials.

## Polling Place Relocation – Prior to Election Day

If an emergency makes a polling place inoperable prior to election day, the governing election official must determine if the polling place can be made operable by election day. All reasonable efforts must be made to restore the originally designated polling place. If the governing election official determines that the originally designated polling location cannot be restored, the governing election official may change or consolidate the polling location.

Steps	Checklist for Relocation of a Polling Place Prior to Election Day	Resources
1 □	Determine that the originally designated polling location cannot be made operational by election day	
2 □	Identify an alternative polling location as near to the designated polling location as possible. <ul style="list-style-type: none"> <li>□ The new polling location must meet the polling place requirement of M.S. 204B.16, including the requirement that the polling place meet all accessibility provisions for voters with disabilities</li> <li>□ Preference must be given to alternative polling locations within the precinct</li> <li>□ If a new polling location cannot be identified within the precinct, a polling location outside of the precinct may be chosen or the governing municipality can choose to combine the polling place with another polling place outside the precinct</li> </ul>	<i>City Center 121 Center St. Roseau, MN 56751</i>  <i>IND SD 682 509 3<sup>rd</sup> St Roseau, MN 56751</i>  <i>IND SD 690 610 Cedar Ave Warroad, MN 56763</i>
3 □	Immediately notify the county auditor and secretary of state of the need to relocate a polling place and the new polling place location <ul style="list-style-type: none"> <li>□ The notification must include (1) the reason for the relocation, (2) the new polling place location, and (3) an explanation for why the new location was chosen</li> </ul>	Elections Staff Contact List

4 <input type="checkbox"/>	<p>Immediately notify the public of the reason for the need to relocate the polling place and the new polling place location. Notification must be given, at minimum:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> On the website of the governing municipality (if applicable);</li> <li><input type="checkbox"/> On the county website;</li> <li><input type="checkbox"/> Through the poll finder by updating the information in the Statewide Voter Registration System;</li> <li><input type="checkbox"/> On the location for all official notices within the governing municipality;</li> <li><input type="checkbox"/> To election judges within the municipality; and</li> <li><input type="checkbox"/> To local media outlets with a request that the media publically announce the relocation and the reason for the relocation.</li> </ul>	Media and Public Communications Contact List
4 <input type="checkbox"/>	<p>On Election Day, the governing election official must also post at the originally designated polling place a notice in large print and in conspicuous locations a sign notifying potential voters of the new polling place location.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If it is not possible to post this notice due to hazardous conditions, this requirement may be waived.</li> <li><input type="checkbox"/> Multiple postings may be required, and must be visible from a vehicle to accommodate those voters that would otherwise vote from a vehicle.</li> </ul>	

**Polling Place Relocation – On Election Day**

In the case of an emergency impacting a polling place on election day, election judges should follow the Polling Place Emergency Procedures in the Appendix of this plan. The election judges will work with the governing election official to determine if the polling place can be returned to operation. If the governing election official determines that the originally designated polling location cannot be restored, the governing election official may either change or consolidate the polling location.

Steps	Checklist for Polling Place Relocation on Election Day	Resources
1 <input type="checkbox"/>	The governing election official must make a determination that the originally designated polling	Polling Place Emergency Procedures

	location cannot be made operational.	
2 <input type="checkbox"/>	<p>The governing election official must identify an alternative polling location as near to the designated polling location as possible.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The new polling location must meet the polling place requirement of M.S. 204B.16, including the requirement that the polling place meet all accessibility provisions for voters with disabilities</li> <li><input type="checkbox"/> Preference must be given to alternative polling locations within the precinct</li> <li><input type="checkbox"/> If a new polling location cannot be identified within the precinct, a polling location outside of the precinct may be chosen or the governing municipality can choose to combine the polling place with another polling place outside the precinct</li> </ul>	<i>See the attached City and Township Officer listing.</i>
3 <input type="checkbox"/>	<p>Immediately notify the county auditor and secretary of state of the need to relocate a polling place and the new polling place location</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The notification must include (1) the reason for the relocation, (2) the new polling place location, and (3) an explanation for why the new location was chosen</li> </ul>	Elections Staff Contact List
4 <input type="checkbox"/>	<p>Immediately notify the public of the reason for the need to relocate the polling place and the new polling place location. Notification must be given, at minimum:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> On the website of the governing municipality (if applicable);</li> <li><input type="checkbox"/> On the county website;</li> <li><input type="checkbox"/> Through the poll finder by updating the information in the Statewide Voter Registration System;</li> <li><input type="checkbox"/> On the location for all official notices within the governing municipality;</li> <li><input type="checkbox"/> To election judges within the municipality; and</li> <li><input type="checkbox"/> To local media outlets with a request that the</li> </ul>	<p>Media and Public Communications Contact List</p> <p>218-463-1521 <a href="mailto:rtr@mncable.net">rtr@mncable.net</a></p> <p>218-386-3970 warroadpioneer@gmail.com</p> <p>218-386-3024 Kq92.com</p> <p>218-463-0161 <a href="http://www.wild102fm.com">www.wild102fm.com</a></p> <p>701-775-2511</p>

	media publically announce the relocation and the reason for the relocation.	news@wdaz.com  701-237-6500 news@wday.com
5 <input type="checkbox"/>	<p>Post at the originally designated polling place a notice in large print and in conspicuous locations a sign notifying potential voters of the new polling place location.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If it is not possible to post this notice due to hazardous conditions, this requirement may be waived.</li> <li><input type="checkbox"/> Multiple postings may be required, and must be visible from a vehicle to accommodate those voters that would otherwise vote from a vehicle.</li> </ul>	
6 <input type="checkbox"/>	<p>The chief local election official must determine if extension of polling place hours by one hour is necessary to accommodate voters that would have been in line at the original polling location.</p> <p>If polling place hours are extended by one hour, the chief local election official must notify the following of the extension:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> County Auditor;</li> <li><input type="checkbox"/> Secretary of State;</li> <li><input type="checkbox"/> Election judges within the municipality; and</li> <li><input type="checkbox"/> All local media outlets.</li> </ul>	<p>Elections Staff Contact List</p> <p>Communications Contact List</p>

## APPENDIX

### Roseau County Elections Staff Contacts

#### Leadership Team

Name & Title	Contact Information	
Martha (Martie) Monsrud Roseau County Auditor	Office Phone Land Line Home Mobile Phone Work Email Personal Email	218-463-1282 218-463-2520 218-242-4918 <a href="mailto:martie@co.roseau.mn.us">martie@co.roseau.mn.us</a> <a href="mailto:martie40@hotmail.com">martie40@hotmail.com</a>
Shanda Christofferson Deputy Roseau County Auditor	Office Phone Land Line Home Mobile Phone Work Email Personal Email	218-463-1282   shanda.christofferson@co.roseau.mn.us 
John Huss Deputy Roseau County Auditor	Office Phone Land Line Home Mobile Phone Work Email Personal Email	218-463-1282   <a href="mailto:jhuss@co.roseau.mn.us">jhuss@co.roseau.mn.us</a> 
Linda Vatnsdal Roseau County Election	Office Phone Land Line Home Mobile Phone Work Email Personal Email	218-463-1282   <a href="mailto:linda.vatnsdal@co.roseau.mn.us">linda.vatnsdal@co.roseau.mn.us</a> 
June Wensloff Roseau County Election Staff	Office Phone Land Line Home Mobile Phone Work Email Personal Email	218-463-1282   june.wensloff@co.roseau.mn.us 

## Secretary of State

	Contact Information	
General Information, Office of the Secretary of State	Main Elections Admin. Line Toll Free Election Admin Line Election Admin. Email Voter Information Line	(651) 215-1440 1 (877) 600-8683 elections.dept@state.mn.us 1 (877) 600 - VOTE
Gary Poser, Director of Elections	Office Phone Email	(651) 556-0612 gary.poser@state.mn.us

## Support and Vendor Contact Information

### Support

Name & Title	Contact Information	
County Board of Commissioners	Office Phone Email	218-463-4248 pelowski@co.roseau.mn.us
County Emergency Manager Director	Office Phone Department Phone Mobile Phone Email	218-463-3375 218-463-3375 218-469-9332 kyle.demolee@co.roseau.mn.us
County Attorney	Office Phone Email	218-463-4100 karenmfoss@co.roseau.mn.us
Sheriff's Office	Office Phone Email	218-463-1421 steve.gust@co.roseau.mn.us
County IT Director	Office Phone Department Phone Mobile Phone Email	218-463-4247 218-463-4247 218-242-0732 chris.stauffer@co.roseau.mn.us
Neighboring County Elections Director #1	Office Phone Email	218-843-2670 <a href="mailto:echristensen@co.kittson.mn.us">echristensen@co.kittson.mn.us</a>
Neighboring County	Office Phone	218-634-2836

Name & Title	Contact Information	
Elections Director #2	Email	lorene_h@co.lake-of-the-woods.mn.us
Neighboring County Elections Director #3	Office Phone	218-745-4851
	Email	scott.peters@co.marshall.mn.us
Neighboring County Elections Director #4	Office Phone	
	Email	

### Vendors

Name & Title	Contact Information	
Print Vendor #1	Office Phone	320-309-0374
	Email	Shelly.Angen@seachangemn.com
Print Vendor #1	Office Phone	
	Email	
Equipment Vendor #1	Office Phone	1-800-247-8683
	Email	www.essvote.com
Equipment Vendor #2	Office Phone	
	Email	

### Utilities and Public Works

Name & Title	Contact Information	
County Public Works Director	Office Phone	218-463-2063
	Department Phone	218-463-2063
	Email	brian.ketring@co.roseau.mn.us
Department of Transportation	Office Phone	218-277-7950
	Department Phone	218-755-6500
	Email	craig.collison@state.mn.us
Electricity Company	Office Phone	1-888-847-8840
	Email	rec@roseauelectric.com
Natural Gas Company	Office Phone	800-889-9508
	Email	

## Media and Public Communications Contacts

### Media Contact List

Name & Title	Contact Information	
Newspaper #1	Office Phone Fax Email	218-463-1521  rtr@mncable.net
Newspaper #2	Office Phone Fax Email	218-386-3970  warroadpioneer@gmail.com
Radio #1	Office Phone Fax Email	218-386-3024  Kq92.com
Radio #2	Office Phone Fax Email	218-463-0161  www.wild102fm.com
Television #1	Office Phone Fax Email	701-775-2511  <a href="mailto:news@wdaz.com">news@wdaz.com</a>
Television #2	Office Phone Fax Email	701-237-6500  news@wday.com

### County and Municipality Communications Contact

Name & Title <i>Media Platforms</i>	Contact Information	
County Communications Lead	Office Phone Fax Email	218-4634248  <a href="mailto:pelowski@co.roseau.mn.us">pelowski@co.roseau.mn.us</a> <a href="http://www.co.roseau.mn.us">www.co.roseau.mn.us</a>
City #1 Communications Lead	Office Phone Fax Email	218-463-2351  See attached city officials
City #2 Communications Lead	Office Phone Fax Email	218-3861454  See attached city officials
City #3 Communications Lead	Office Phone Fax Email	
Township #1 Communications Lead	Office Phone Fax Email	See attached Township officials

## Election Judge Polling Place Emergency Procedures

### Emergency Evacuation of the Polling Location

If a fire, a weather emergency, power outage, or another type of emergency occurs during voting hours, take steps to protect yourself and the other people in the polling place. Familiarize yourself with evacuation plans for the polling place. Do not worry about election supplies until after everyone in the polling place is safe.

If the polling place must be left unattended due to a catastrophic emergency (tornado, fire, bomb threat, other situations when Election Judges may be ordered to leave premises), use the following procedures.

**STAY CALM**

If time permits, and your safety is not jeopardized, follow these steps before you leave the polling place:

1. Choose a location to meet outside; designate Election Judges to assist voters exiting the poll.
2. Record the public count from the Ballot Counter and the time on the cover of the polling place Roster.
3. Remove the Memory Card from the M100 (Ballot Counter).
  - a. **Cut the wire seal that is securing the Memory Card in the M100 (Ballot Counter).**
  - b. **Lift flap on Memory Card Slot Access Panel.**
  - c. **Press the eject button located next to the slot to eject the Memory Card.**
  - d. **Remove the Memory Card and place in Auditor's envelope, seal the envelope and two judges sign across the flap.**
4. Secure blank, non-voted ballots in the Precinct Box.
5. Keep voted ballots locked in the Ballot Box
6. Use any available return envelope (i.e. Duplicate Ballot Envelope, Election Day Registration Envelope) for any uncounted ballots found in the auxiliary compartment.
7. If possible, take the following items with you:
  - a. Polling place Rosters (Registered Voters Roster and New Registrants Roster)
  - b. Completed Voter Registration Applications
  - c. Memory card
  - d. Exit the polling place and account for all members of your election team.
  - e. As soon as you are in a secure location, call your local election official for further instructions about the voting process.

**If The Polling Place Can Be Reopened:**

1. Resume voting by using the auxiliary compartment of the Ballot Counter.
2. Call your local election official to advise that the polling place has reopened.

3. Support staff will be sent to re-install the memory stick and assist in reestablishing normal operations.
4. DO NOT KEEP VOTERS WAITING while you restore the functionality of the ballot counter.
  - a. Immediately open the auxiliary compartment slot of the ballot box. This slot lets voters drop their ballot into the locked ballot box without being counted by the machine.
  - b. If needed, explain to voters that once the ballot counter is operating election judges will process them through the ballot counter.
  - c. Voters may use the ballot marking device to verify their ballot has no voter errors before placing it in the auxiliary compartment.
  - d. After the machine is operating again, two judges should remove the ballots from the auxiliary compartment and feed them into the ballot counter.
5. Record events on the Incident Log.

**If The Polling Place Cannot Be Reopened:**

Contact your local election official if your polling place is unusable. Your local election official will help you determine if you need to move to a new polling place, and will assist in identifying a new polling place location. Follow the local election official's instructions regarding moving polling places and notification that must be posted to inform voters of the change in polling locations.

**Emergencies Requiring Police, Fire, or Medical Response (911)**

Call 911 for any problem or situation requiring a response from police, fire, or medical personnel. If you are using facility phones, verify ahead of time whether an access code is necessary to connect to an outside phone line.

When calling 911 to report a problem or situation requiring an emergency response:

1. Identify yourself as an Election Judge and give your ward and precinct number.
2. State the name and address of the polling place building and the specific location inside the building where the problem is located.
3. Explain the circumstances to the 911 operator and accurately describe the situation. The more accurately you can describe the situation, the better for the 911 dispatcher to be able to make a determination about what type of response is required.

4. After calling 911, call your local election official.
5. Explain the situation and the appropriate staff will be sent to assist you.
6. Record the situation on the Incident Log noting:
  - a. Time of incident
  - b. Type of problem
  - c. Name of individual(s) involved if known
  - d. Brief physical description of individual(s) involved
  - e. Brief description of the incident
7. Contact your local elections official when the situation is resolved.
8. Record the time and resolution of the situation on the Incident Log.



**Bruce H. Little**  
(612) 371-2437  
blittle@lindquist.com  
www.lindquist.com

Lindquist & Vennum LLP  
80 South Eighth Street  
4200 IDS Center  
Minneapolis, MN 55402-2100  
Phone: (612) 371-3211  
Fax: (612) 371-3207

August 8, 2016

**VIA E-MAIL AND U.S. MAIL**

Karen M. Foss  
Roseau County Attorney  
[karenmfoss@co.roseau.mn.us](mailto:karenmfoss@co.roseau.mn.us)  
Roseau County Courthouse  
606 Fifth Avenue S.W., Room 10  
Roseau, MN 56751

**Re:** *Haddley v. Next Chapter Technology, Inc.*, Civil Action No. 16-cv-1960-DWF-LIB  
United States District Court, District of Minnesota

Dear Ms. Foss:

Lindquist & Vennum LLP (“the Firm”) has been engaged by Next Chapter Technology, Inc., to represent you in this matter pursuant to Next Chapter’s contractual agreement to indemnify and defend you. The purpose of this letter is to confirm the scope and terms of our representation. At the outset, we would like to emphasize the importance the Firm places on clearly understanding what your expectations are in this matter. We invite and encourage you to communicate directly with us whenever you believe your expectations have changed or whenever you believe the Firm can more effectively or efficiently meet your expectations. If you have questions concerning any of these provisions, please do not hesitate to contact me directly. Once again, we are pleased to have the opportunity to serve you.

- Whom We Will Represent.** For purposes of this engagement, the Firm’s client will be Roseau County. We are also representing the counties of Waseca, Rice, Red Lake, Polk, Otter Tail, Norman, Mower, Marshall, Mahnommen, Kittson, Kandiyohi, Isanti, Dodge, Clay, Becker, Kittson, Mahnommen, Marshall, Norman, Scott, Stearns, Washington, Mower, Steele; and Next Chapter Technology, Inc., Vaughn Mulcrone, and dataBridge, Inc. It is possible that this joint representation arrangement could represent a conflict of interest. This situation is governed by Rule 1.7 of the Minnesota Rules of Professional Conduct which provides that “a lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer’s responsibilities to another client or to a third person, or by the lawyer’s own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after

consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.”

In the current case, the Firm has come to the conclusion that joint representation in this matter provides significant advantages to all clients we are representing, that the risks are outweighed by these advantages, and that the representation will not be adversely affected by joint representation. We have discussed this, but we would be happy to discuss it further with you. You agree that we have gone over the risks and advantages and that you consent to this multiple representation and are unaware of any antagonistic defenses that exist among you and the other counties. Attached please find a “Common Interest Agreement” among all defendants, which preserves the confidential nature of communications among the defendants and also tolls the statute of limitations with respect to any claims or cross-claims you may have against other defendants (or that they may have against you). You further agree that if in the future the situation changes and either you or the Firm determine that joint representation cannot continue, the Firm will be able to continue to represent other defendants. In some circumstances, this may not be possible. Thus, it could be that the Firm would be required to withdraw from representing all parties we are undertaking to jointly represent and the parties would be required to seek new counsel.

2. **Scope of Our Engagement.** Next Chapter has retained the Firm to represent you in connection with the copyright infringement lawsuit filed by Neil Leonard Haddley against you and 19 other Minnesota counties.
3. **Firm Personnel Assisting You.** I will be the lawyer primarily responsible for assisting you in this litigation. When appropriate, I will use the services of other attorneys, paralegals, and other Firm personnel to represent your interests efficiently and effectively. We will send all statements for professional fees and expenses to Next Chapter, who will be responsible directly or indirectly (through an insurer) for payment.
4. **Information and Availability.** We will provide legal counsel to you in accordance with this letter and in reliance on information and guidance provided by you. We will keep you reasonably informed of progress and developments in the matter, and will timely respond to your inquiries. To enable us to represent you effectively, it is critical that you cooperate fully with us in all matters relating to our representation. We must rely on you to disclose fully and accurately all facts and documents that may be important to the matter and to provide other information we request. For us to represent you effectively you will need to make yourself and other representatives reasonably available to attend meetings and conferences, as may be necessary. When we start on your matter or as the matter progresses, we may express opinions, beliefs or assessments concerning the subject of our representation and the results that might be anticipated. Statements made by any partner or employee of the Firm are intended only to be expressions of opinions based on the information available to us at the time, and are not, of course, a promise, assurance or guarantee.

5. **Attorney/Client Privilege.** Our communications and discussions are protected by what is known as attorney/client privilege. Basically, this means that you cannot be required to reveal to others what you have discussed with members of the Firm or me. This protection will not apply, however, unless you keep our discussions confidential. This protection may be waived if you disclose specific details of any discussion between your attorneys and you with other people, including independent contractors. Therefore, you should never discuss the case with anyone else without first checking with one of the lawyers working on your case. Please refer any inquiries about the case to me.
6. **Retaining Documents.** Because you are a party to litigation, you have a legal obligation to retain any documents. This includes documents kept on computers, in e-mail, and in paper form. If you discard or destroy documents that may have something to do with the case, the court may hold this against you. Thus, you should take steps to make sure that documents of all forms that may have anything to do with the situation are retained in a safe place. If you have any questions in this regard as to any particular documents being retained, retain the documents and discuss them with me.

At the conclusion of the matter, any original documents you may have provided to us will be returned to you. Other materials in your file(s) will be electronically scanned into an electronic storage system. After being scanned, any hard copies of these materials will be destroyed. You may request the transfer or delivery of your file(s) upon termination or conclusion of the representation or at any time upon request. If you do so, an electronic copy of those materials will be provided to you. If no such request is made, the Firm will retain the electronic copies of your file(s) for seven (7) years in accordance with our file retention policy. At the end of that period, these files will be destroyed, with the exception of any client property contained in the files that the Firm is required to retain pursuant to applicable provisions of the Minnesota Rules of Professional Conduct.

7. **Insurance.** Damages you suffer or even attorneys' fees that you may be required to expend may, in some instances, be covered by insurance. You agree to be responsible for checking all sources to determine if there is any insurance coverage. You will be responsible for gathering all insurance information and providing it to us. I would be happy to discuss this with you further if you have any questions in this regard.
8. **Firm Policies.** In order to assist you in understanding our billing practices, I have provided you with our standard Firm Engagement Terms and Policies. It is attached. Please review it carefully.
9. **Termination.** You may terminate our representation at any time, and for any reason, by giving us specific notice of your intention to discharge the Firm, preferably in writing. As explained in more detail in the attached Engagement Terms and Policies, upon termination of the representation, the Firm will take all steps reasonably practicable to protect your interests in the matter, by, among other things, promptly transferring to you

As explained in more detail in the attached Engagement Terms and Policies, upon termination of the representation, the Firm will take all steps reasonably practicable to protect your interests in the matter, by, among other things, promptly transferring to you or to your new attorney all papers, files and property to which you are entitled under applicable ethical rules.

Please review this letter carefully, along with the Engagement Terms and Policies. If the above terms and our attached Engagement Terms and Policies are acceptable to you, please sign the extra copy of this letter and return it to me. The original is for your records.

Again, we very much appreciate this opportunity to work with you and assist you. We look forward to collaborating with you to complete this matter as effectively and efficiently as possible. Please do not hesitate to contact me with any questions or comments you have regarding any matter discussed in this letter or with respect to our representation in general.

Very truly yours,

LINDQUIST & VENNUM LLP



Bruce H. Little

BHL/smg

Agreed and accepted this \_\_\_\_ day  
of \_\_\_\_\_, 2015

**ROSEAU COUNTY**

By: \_\_\_\_\_  
Karen M. Foss  
Its: County Attorney

cc: Next Chapter Technology, Inc.

# LINDQUIST & VENNUM LLP

## ENGAGEMENT TERMS AND POLICIES

### To Our Clients:

We are pleased to have the opportunity to represent you. The attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, our Engagement Terms and Policies are intended to explain briefly our current billing policies and procedures. The policies and procedures are subject to changes. We encourage you to discuss with us at any time any questions you might have concerning these policies and procedures.

**Understanding.** Our goal is to provide the highest quality and most efficient legal services possible. There may also be a specific engagement letter that sets forth the terms of our engagement; otherwise this memorandum will apply to all matters on which we are asked to represent you.

**Credit Check.** Normally it is our policy, where it is permissible and lawful, to conduct a credit check before beginning work on client matters. If the firm is permitted to conduct a credit check and the credit check returns unsatisfactory results, we reserve the right to terminate our representation.

**Fees.** To help us determine the value of our services, we ask each of our attorneys, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. These individuals are assigned hourly rates, which are reflected on the billing statements sent to clients. These hourly rates are adjusted from time to time (generally once a year) and can change during the course of the representation. Our rates are a benchmark, and not the sole determinant of the value of our services for billing purposes, although our fees will generally be based on the amount of time spent by lawyers, legal assistants and clerical personnel with specialized skills or knowledge. Our standard hourly rates for lawyers currently range from \$175 to \$700 per hour, depending

primarily on the particular lawyer's experience and expertise. The billing attorney assigned to your account reviews the time records before a billing statement is rendered. Pursuant to the applicable standards and rules governing the professional conduct of lawyers, a reasonable fee takes into consideration, among other factors, the time and labor required, the novelty of the issues involved and the skill required to perform the legal services properly, the amount involved and the results obtained, any time limitations imposed by the client, the experience, reputation and ability of the attorneys performing the services, and the degree of risk assumed by the attorney. In accounting for the hours attributable to an assignment, the billing lawyer may take into consideration efficiencies and value resulting from the firm's technology and other resources that provide benefit to the client that is greater than would be reflected in the hourly rate of the individual lawyer involved.

### South Dakota Clients

The State of South Dakota imposes a sales tax on the value of legal services provided to South Dakota residents and businesses. The obligation to levy and collect the tax is imposed on the service provider. Consequently, unless you are exempt from payment of this sales tax, and provide the firm with sufficient evidence of your exempt status, the firm will add sales tax at the applicable sales tax rate on the date of

the invoice, and remit the collected sales tax to the State of South Dakota pursuant to S.D. Revised Statutes Section SDCL 10-45-4.

**Fee Estimates.** Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we sometimes have little or no control. Thus, any estimates of anticipated fees or expenses that we provide are, due to the uncertainties involved, necessarily only an approximation of anticipated fees or expenses. Under no circumstances are such estimates a maximum fee or expense quotation. Our actual fees will be determined in accordance with the policies and procedures described herein. In some cases, we may provide specific fee arrangements on a project basis. A specific fee arrangement will always be confirmed in writing; otherwise, our normal billing policies and procedures will apply.

**Work Assignments.** The lawyer with whom you deal primarily may assign responsibility for completing some of your work to other lawyers or other personnel in the office under his or her supervision, and may use other Firm lawyers where specialized help is needed. The supervising lawyer will continue to be responsible for your entire assignment, however, and will be available to discuss the use of other personnel with you. It is our goal to assign tasks among lawyers, legal assistants and law clerks in a way that produces the highest quality of work at a fair price.

**Communication by E-Mail and Fax.** We often use Internet e-mail and faxes to communicate with you. We cannot guarantee the total security or reliability of this form of communication. Particularly sensitive communications should not be sent to us by e-mail.

**Disbursements on Your Account.** Lindquist & Vennum LLP obtains reimbursement for disbursements made on behalf of clients, such as filing fees, transcript and deposition fees, reasonable travel expenses and expert witness fees. Invoices will normally be rendered monthly for work done in the previous month covering and identifying services rendered as well as disbursements and other charges. The reimbursable disbursements and other charges may also include items such as: (1) customized data storage; (2) special, case-specific litigation support; (3) client-specific telephone charges, special postage, delivery charges, photocopying, secretarial overtime and other client-specific expenses; and (4) the costs of employing other client-specific outside service providers, when and as necessary. Such charges, if any, will appear on your monthly invoice. We will be happy to discuss any concerns or answer any specific questions you may have about such charges. We may also charge you separately for particularized legal research on your behalf using "Lexis" or "Westlaw," which are on-line proprietary legal research systems and databases, which significantly reduce lawyer research time. We may also forward bills to you for certain disbursements and charges for which you are responsible to make direct payment to the vendor. In other instances we may request that we receive an advance payment for costs the firm has agreed to incur on your behalf. If we received the advance payment of such funds, they will be held in the firm's client trust account until the firm remits payment to the vendor. All payments for invoiced fees, costs and disbursements must be made on a timely basis.

**Invoices and Statements.** It is our Firm policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer and legal assistant records the time required to

perform services and sends out invoices describing services rendered and expenses incurred for the client. We make every effort to include disbursements and expenses in the statement for the month in which they are incurred. However, the invoice may not necessarily include all of the fees and expenses incurred during the month and may be billed at a later date. Some disbursements and expenses, such as telephone charges, are not available to us until the following months, in which case either a subsequent statement will be rendered to you for these additional charges, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available. Separate invoices are normally produced for each legal matter the firm handles on behalf of a client.

**Payment.** Payment is due upon your receipt of our invoice, unless special arrangements have been made in advance. Failure to pay invoices promptly will normally result in our withdrawal of representation of you in accordance with rules regarding withdrawal. You shall be responsible for payment along with your successors and assigns.

**Dispute Resolution.** Although we look forward to a mutually rewarding relationship, in the unlikely event of a dispute, including a dispute regarding the amount or payment of fees and expenses we may have a duty or the right to withdraw from representation as provided by the applicable rules of professional conduct. In the event of a dispute, controversy or claim arising out of or relating to our fees, costs, billing practices or this engagement, we mutually agree that any such dispute, controversy or claim will be submitted to mandatory binding arbitration before a single arbitrator in Minneapolis, Minnesota, in an arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The

decision of the arbitrator will be final and binding on the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration has the advantage of generally being faster, less expensive and more informal than traditional litigation and any decision is final and binding. It does not provide, however, for the assurance of as much pre-hearing discovery, public trial by jury, or appeal. Arbitration filing fees are typically more expensive, and the parties are responsible for paying the arbitrator. Your signature on the accompanying engagement letter acknowledges your informed consent to use of arbitration to resolve disputes with us.

**Retainers.** If we have received a retainer from you, this retainer is held in the Firm's trust account. This retainer will be either (1) applied to the final invoice or (2) used to pay current invoices, with the amount in trust to be replenished, depending on the specific terms of the engagement letter. We may apply the retainer to any unpaid invoice for work on your behalf, where direct payment is not made. If a retainer is required, we may choose not to commence work on your behalf until the retainer is paid.

**Ending the Relationship.** You may terminate our representation at any time by notifying us, preferably in writing. If such termination occurs, your papers and property will be returned promptly or forwarded per your instructions. Our own files and papers pertaining to the matter will be retained. These firm files and papers include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. You may request access to the portions of the files that we retain should you

have a need or desire to do so. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter to your new attorney.

We may withdraw from representation if you fail to fulfill your obligations to the firm set forth in the engagement letter and/or the Engagement Terms and Policies, including your obligation to pay our fees and expenses, or as otherwise permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

**File Retention.** At the conclusion of the matter, our representation will end. Original documents you may have provided to us will be returned to you. Other materials in your file(s) will be electronically scanned into an electronic storage system. After being scanned, any hard copies of these materials will be destroyed. You may request the transfer or delivery of your file(s) upon termination or conclusion of the representation. If you do so, an electronic copy of those materials will be provided to you. If no such request is made, the firm will retain the electronic copies of your file(s) for seven (7) years in accordance with our file retention policy. At the end of that period, these files will be destroyed, with the exception of any client property contained in the files that the firm is required to retain pursuant to applicable provisions of the Minnesota Rules of Professional Conduct.

**TAGLaw.** Lindquist & Vennum LLP is a member of TAGLaw, a global association of independent law firms that can be called upon to provide clients world-wide access to legal services. Although a member of TAGLaw, Lindquist & Vennum LLP is completely independent and does not have common

operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent member firms of TAGLaw is appropriate to serve client needs, Lindquist & Vennum LLP will discuss the specific arrangements with the client to assure understanding and agreement of the roles and duties assumed by each involved law firm.

**Questions.** In closing, let us assure you that our goal has always been and will continue to be to provide legal services to you on the most cost-efficient basis possible. It is very important that we proceed on a clear and satisfactory basis in our work for you. If you have questions about any aspect of our arrangements or our invoices, please feel free to raise those questions by calling 612-752-1038.

---

## COMMON INTEREST AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (“Agreement”), effective \_\_\_\_\_, 2016, is by and among Next Chapter Technology, Inc. (“Next Chapter”), Vaughn Mulcrone, dataBridge, LLC (“dataBridge”), the County of Kittson, the County of Mahnomen, The County of Marshall, the County of Norman, the County of Polk, the County of Red Lake, the County of Roseau, the County of Kandiyohi, the County of Rice, the County of Scott, the County of Stearns, the County of Washington, the County of Isanti, the County of Otter Tail, the County of Steele, the County of Becker, the County of Mower, the County of Waseca, the County of Dodge, and the County of Clay (“the Second Haddley Lawsuit Defendants”).

WHEREAS, the County of Becker, the County of Clay, the County of Dodge, the County of Isanti, the County of Mower, the County of Otter Tail, the County of Steele, and the County of Waseca (“the First Haddley Lawsuit Defendants”) have since May of 2015 been defendants in a copyright infringement lawsuit now pending in the United States District Court for the District of Minnesota, denominated *Haddley v. County of Isanti et al*, Civil Action No. 15-cv-02106-DWF-LIB (“The First Haddley Lawsuit”);

WHEREAS, the First Haddley Lawsuit Defendants and Next Chapter have previously entered into a Common Interest and Confidentiality Agreement, which remains in force and effect and applies to The First Haddley Lawsuit and all proceedings therein;

WHEREAS, the First Haddley Lawsuit Defendants and Next Chapter are included among the Second Haddley Lawsuit Defendants for the purposes of this Common Interest and Confidentiality Agreement.

WHEREAS, the Second Haddley Lawsuit Defendants are defendants in a second copyright infringement lawsuit now pending in the United States District Court for the District of Minnesota,

denominated *Haddley v. Next Chapter Technology, Inc., et al.*, Civil Action No. 16-cv-1960-DWF-LIB (“The Second Haddley Lawsuit”);

WHEREAS, the Second Haddley Lawsuit Defendants have concluded that they have common interests in The Second Haddley Lawsuit, including, but not limited to, the issues of infringement, validity, damages, and equitable defenses, and have concluded that it is in their common interest to present a unified position regarding the allegations and defenses in The Second Haddley Lawsuit;

WHEREAS, the Second Haddley Lawsuit Defendants have further concluded that, from time to time, it may be in their common interest to share information relating to The Second Haddley Lawsuit including, but not limited to, oral and written communications regarding litigation strategies, and common defenses amongst themselves and their Lawyers while not waiving any applicable privilege, including the attorney-client privilege and work-product doctrine, and may share information and materials subject to the attorney-client privilege and/or the attorney work-product immunity doctrine (hereinafter “Common Interest Materials”); and

WHEREAS, the Second Haddley Lawsuit Defendants have further concluded that, to the extent any individual party among the Second Haddley Lawsuit Defendants has or have a cross-claim or cross-claims against any of the other individual parties for indemnification, defense, or recovery, it is in the best interests of all parties to agree to delay any action on such claims until The Second Haddley Lawsuit has been settled or has been resolved by final judgment or order from which all appeals have been taken and resolved or have been waived; and

WHEREAS, the Second Haddley Lawsuit Defendants enter into this Agreement to confirm their common interests in The Second Haddley Lawsuit and to preserve all privileges and

immunities that attach to any Common Interest Materials that have been or may be in the future shared among them in pursuit of said common interests;

NOW THEREFORE, in consideration of the foregoing recitals and the following undertakings, the Second Haddley Lawsuit Defendants agree as follows:

1. Pursuant to the common interest doctrine articulated *U.S. v. Schwimmer*, 892 F.2d 237 (2d Cir. 1989), *on remand*, 738 F. Supp. 654 (E.D.N.Y. 1990), *aff'd*, 924 F.2d 443 (2d Cir. 1991), and *In re: Grand Jury Subpoena 89-3*, 902 F.2d 244 (4th Cir. 1990), and their progeny, all Common Interest Materials shared between or among the Second Haddley Lawsuit Defendants, in furtherance of the common interest described herein, shall be privileged and subject to the terms of this Agreement, regardless of whether or not the Lawyers are present when the communication occurs. It is the intention and understanding of the Second Haddley Lawsuit Defendants that the exchange of Common Interest Materials will not waive any applicable privilege, immunity or other protection from disclosure. Any waiver of the privileges attaching to such Common Interest Materials shall require the written consent of all of the Second Haddley Lawsuit Defendants.

2. Each party to the Agreement agrees to maintain in confidence all Common Interest Materials and agrees not to disclose such Common Interest Materials to any third party without the prior written consent of all of the the Second Haddley Lawsuit Defendants.

3. The obligations of confidentiality and non-disclosure set forth in paragraph 2 above, and the other terms and conditions of this Agreement, will not become retrospectively inoperative if adversity of interest should subsequently arise or be discovered to exist between or among any of the parties to this Agreement, irrespective of any claim that the common interest doctrine may otherwise become prospectively inoperative by virtue of such claimed adversity of interest.

4. The work product doctrine shall apply to any work that any lawyer for the Second Haddley Lawsuit Defendants performs in connection with the the Second Haddley Lawsuit Lawsuit, including review of work product performed by another Lawyer, and the protections afforded to such materials shall be held by the Lawyer who produced the work product and the Second Haddley Lawsuit Defendants that provided privileged or confidential information from which the work product, in whole or in part, was derived.

5. A party to this Agreement who produces or provides its own privileged or work product document or communication to another party to this Agreement retains the sole and exclusive right to waive any and all privileges or protections applicable to such document or communication. Where the privilege or protection applicable to any documents or communication is held originally and jointly, the privilege or protection may be waived only by a unanimous written decision of all parties to this Agreement, and all such documents or communications shall remain privileged unless and until such unanimous written decision is made.

6. Prior to the execution of this Agreement, the parties to this Agreement have, directly and/or through their lawyers, communicated orally and/or in writing regarding strategic and other issues arising in connection with the Lawsuit and to arrive at this Agreement for the common interest of the parties. All such privileged communications, as well as this Agreement, have been, are, and shall remain confidential, and are subject to the attorney-client, common interest, or other applicable privilege as applied to joint defendants. The privilege shall be held jointly by the parties. All such prior communications are subject to the terms and conditions of this Agreement. Further, the terms of this Agreement may be disclosed only (1) in an action to enforce the terms of the Agreement; (2) by unanimous consent of the parties to this Agreement; or (3) where disclosure is ordered by a court of competent jurisdiction or otherwise required by law,

and the parties to this Agreement and their lawyers shall use all reasonable efforts to maintain the existence of this Agreement confidential.

7. If any party to this Agreement receives a request or demand, by subpoena or otherwise, for the production or disclosure of any Common Interest Materials, that party shall immediately notify the other parties and shall take all reasonable steps to permit the other parties to this Agreement to assert all applicable rights and privileges with regard to such Common Interest Materials.

8. Any party to this Agreement may withdraw upon written notice to the other parties. Any such withdrawal will be solely on a prospective basis and any Common Interest Materials obtained or disclosed prior to such withdrawal shall continue to be governed by the terms of the Agreement. All agreed confidentiality, privileges, and immunities as to exchanged Common Interest Materials shall survive this Agreement, and shall be maintained after a party withdraws from this Agreement, after the Action is terminated, and/or even if one or more of the parties to this Agreement are in the future adverse to any one or more of the other parties to this Agreement.

9. The parties to this Agreement agree that the sole remedy for breach of any provision of the Agreement shall be the right to seek an injunction requiring the breaching party or parties to specifically perform the terms hereof.

10. A party to this Agreement may disclose confidential and privileged information obtained hereunder to its insurance carrier or any other entity who may be obligated to provide indemnity or a defense of that party related to the Lawsuit; however, prior to disclosure, the party desiring to disclose such information shall require the insurance carrier or entity proposed to receive such information to agree in writing to maintain the confidentiality of such information and to the nondisclosure and confidential treatment of such information under the terms of this

Agreement. If a party does not object in writing within ten (10) days from the receipt of the insurance carrier or entity's agreement and the written identification, confidential and/or privileged information provided by the party may be disclosed to the insurance carrier or entity. If a party does make a timely objection, confidential and/or privileged information provided by any objecting party may not be shared with the insurance carrier or entity.

11. The parties to this Agreement shall each use information received under this Agreement solely in furtherance of the Common Interest and for no other purpose. No Common Interest Information received under this Agreement shall be used by a receiving party against a producing party (either defensively or offensively) for any dispute between or among the parties, and for no other purpose whatsoever, including business or commercial purposes.

12. Nothing contained in this Agreement shall be deemed to preclude any party to this Agreement from representing or protecting any interest that may be construed to be adverse to the interests of the other parties.

13. Nothing in this Agreement shall be construed as an admission of liability. Each Party to this Agreement that is a defendant in the Second Haddley Lawsuit denies liability as to every other defendant and each Party denies liability to Plaintiff. This Agreement will not be used by any party hereto as proof of any fact, or evidence of any waiver of any rights, in any subsequent or related litigation.

14. To the extent that any party or parties to this Agreement has or have a cross-claim or cross-claims against any other party or parties for indemnification, defense, or recovery, all parties agree to delay any action on such claims and to that end to toll and suspend the running of all applicable statute of limitations until The Second Haddley Lawsuit has been settled or has been

resolved by final judgment or order from which all appeals have been taken and resolved or have been waived.

15. This Agreement may only be modified, amended, or supplemented by a subsequent writing executed by all of The Defendants and Next Chapter.

16. The provisions of this Agreement shall be severable, and if any provision shall be held or declared by a court or other governmental agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained.

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

18. The parties to this Agreement have read, understand, agree to be bound by, and hereby execute this Agreement, effective as of the date first written above.

NEXT CHAPTER TECHNOLOGY, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vaughn Mulcrone  
Its President/CEO

VAUGHN MULCRONE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Vaughn Mulcrone

dataBridge, LLC

Dated: \_\_\_\_\_

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

Michael Fuchs  
Its President

COUNTY OF KITTSON

Dated: \_\_\_\_\_

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

Roger Malm  
County Attorney

COUNTY OF WASHINGTON

Dated: \_\_\_\_\_

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

Peter Orput  
County Attorney

COUNTY OF MAHNOMEN

Dated: \_\_\_\_\_

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

Darlene Rivera Spalla  
County Attorney

COUNTY OF MARSHALL

Dated: \_\_\_\_\_

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

Donald Aandal  
County Attorney

COUNTY OF NORMAN

Dated: \_\_\_\_\_

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

James D. Brue  
County Attorney

COUNTY OF POLK

Dated: \_\_\_\_\_

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

Gregory Widseth  
County Attorney

COUNTY OF RED LAKE

Dated: \_\_\_\_\_

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

Mike LaCoursiere  
Mary Derosier  
County Attorney

COUNTY OF ROSEAU

Dated: \_\_\_\_\_

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

Karen Foss  
County Attorney

COUNTY OF KANDIYOHI

Dated: \_\_\_\_\_

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

Shane Baker  
County Attorney

COUNTY OF RICE

Dated: \_\_\_\_\_

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

John Sossum  
County Attorney

COUNTY OF SCOTT

Dated: \_\_\_\_\_

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

Ron Hocevar  
County Attorney

COUNTY OF STEARNS

Dated: \_\_\_\_\_

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

Janelle Kendall  
County Attorney

COUNTY OF DODGE

Dated: \_\_\_\_\_

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

Paul Kiltinen  
County Attorney

COUNTY OF WASECA

Dated: \_\_\_\_\_

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

Brenda Miller  
County Attorney

COUNTY OF BECKER

Dated: \_\_\_\_\_

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

Kevin Miller  
Assistant County Attorney

COUNTY OF CLAY

Dated: \_\_\_\_\_

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

Jenny Samarzja  
Chief Assistant County Attorney

COUNTY OF ISANTI

Dated: \_\_\_\_\_

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

Jeffrey Edblad  
County Attorney

COUNTY OF MOWER

Dated: \_\_\_\_\_

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

Kristen Nelsen  
County Attorney

COUNTY OF STEELE

Dated: \_\_\_\_\_

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

Daniel McIntosh  
County Attorney

COUNTY OF OTTER TAIL

Dated: \_\_\_\_\_

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

David Hauser  
County Attorney



**3-Year Combination Package**  
**SAFETY & HEALTH PROPOSAL BY**  
**SAFETY COMPLIANCE SERVICES**  
*for*  
**ROSEAU COUNTY**  
**ROSEAU, MN 56751**

**July 27, 2016**

The following safety services are hereby offered to Roseau County and would be provided by Barb Schmitz of Safety Compliance Services, 20289 190<sup>th</sup> Street SE, Plummer, Minnesota, over a three-year period, beginning September 1, 2016 and terminating August 31, 2019:

**Year 1 (2016/17) - \$4,000**

1. Two three-hour sessions of annual safety training for general county employees (e.g. Courthouse staff, Social Services, Sheriff's Department, Jail, Custodians, etc.) – to be done in Jan or Feb, 2017.
2. Consultation on health and safety related issues.
3. Representation in event of an OSHA inspection.

**Year 2 (2017/2018) - \$7,500**

1. Annual safety inspections of all County-owned buildings complete with written reports and recommended corrective action.
2. Two three-hour sessions of annual safety training for general county employees (e.g. Courthouse staff, Social Services, Sheriff's Department, Jail, Custodians, etc.) – to be done in Jan or Feb, 2018.
3. Consultation on health and safety related issues.
4. Representation in event of an OSHA inspection.

**Year 3 (2018/2019) - \$4,200**

1. Two three-hour sessions of annual safety training for general county employees (e.g. Courthouse staff, Social Services, Sheriff's Department, Jail, Custodians, etc.) – to be done in Jan or Feb, 2019.
2. Consultation on health and safety related issues.
3. Representation in event of an OSHA inspection.

The above services are offered to Roseau County for a fee of \$15,700 (which includes out-of-pocket expenses).

Authorized Signature: Barbara Schmitz

Date: July 27, 2016

Accepted by: \_\_\_\_\_

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

***This Proposal may be withdrawn by Safety Compliance Services  
if not accepted within 90 days***

***Prepared by:***

***Barb Schmitz, Owner  
SAFETY COMPLIANCE SERVICES  
20289 190<sup>th</sup> Street SE  
Plummer, MN 56748  
218-465-4009 (office)  
218-280-9180 (mobile)  
barb@safetycompservices.com***





**Roseau County Board  
August 2016 Meetings**

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

**August 2: Committee of the Whole – Roseau**

**August 2: Operations – Roseau**

**August 4: Backpack Program – Warroad**

**August 8: Warroad City Council – Warroad**

**August 9: Roseau County Board - Roseau**

**August 9: Primary Election Judge – Warroad**

**August 10: Lake Township – Warroad**

**August 11: Team EPIC – Roseau**

**August 11: Canvass Board – Roseau**

**August 16: Social Services – Roseau**

**August 16: Highway – Roseau**

**August 16: Highway/530<sup>th</sup> Avenue – Warroad**

**August 16: Warroad School Board – Warroad**

**August 16: Warroad Backpack Program – Warroad**

**August 17: Hazard Waste - TRF**

## **JACK SWANSON COMMITTEE REPORTS**

AUGUST 9, 2016 - GOVERNOR MARK DAYTON VISIT TO ROSEAU (POLARIS INDUSTRIES)

AUGUST 10, 2016 - ROSEAU CONVENTION & VISITORS BUREAU

AUGUST 11, 2016 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE TELECONFERENCE; worked on agenda for August 18/19 Board retreat; made several committee appointments

AUGUST 11, 2016 - TEAM EPIC

AUGUST 11, 2016 - ROSEAU COUNTY CANVASSING BOARD; canvassed ballots from Aug 9 primary election

AUGUST 12, 2016 - ROSEAU SCHOOL BOARD

AUGUST 15, 2016 - ROSEAU COUNTY EXTENSION COMMITTEE; talked about GOT VIVA initiatives; will advertise for replacements for Carmen Przekwas and Kari Millner, who have termed out.

AUGUST 15, 2016 - SUNSHINE MEMORIAL FOUNDATION

AUGUST 16, 2016 - SAFETY COMMITTEE

AUGUST 16, 2016 - SOCIAL SERVICES BOARD

AUGUST 16, 2016 - HIGHWAY COMMITTEE

AUGUST 16, 2016 - JADIS TOWN BOARD

AUGUST 17, 2016 - ROSEAU COMMUNITY EDUCATION COMMITTEE

AUGUST 18/19, 2016 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS RETREAT AND MEETING (BEMIDJI)

AUGUST 22, 2016 - ASSOCIATION OF MINNESOTA COUNTIES GOVERNANCE COMMITTEE TELECONFERENCE