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## REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on November 14, 2017, 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. Myles Hogenson, Roseau/Lake of the Woods Sportsman's Club and Northstar Trail Alliance
  - a. Grant Application
  - b. Minnesota Lawful Gambling Permit

**9:15 Public Hearing – Roseau County Buffer Ordinance**

**9:30 Consent Agenda**

1. October 24, 2017 Board Proceedings
2. MN Family Investment Program (MFIP) Service Agreement
3. Advertise for Hire - Social Worker
4. Tax-Forfeited Property Sale
5. Memorandum of Agreement Addendum- University of Minnesota/Roseau County
6. Professional Service Contract - Laure Johnson
7. Professional Services Agreement - MnCCC and Strategic Technologies Inc.

**9:35 Department Reports**

1. Auditor
  - a. Election Equipment Policy

**9:40 Committee Reports**

1. Building Committee
  - a. Courthouse Expansion Project

**9:45 County Board Items**

1. Border Crossing Resolution
2. Commissioner Committee Reports

**10:30 Unfinished Business**

**10:30 Adjourn**

**\*Limited to five minutes**





## Off-highway Vehicle Grant Funding Application Existing and New Trails, Form 1

### Trail Information

Club Name: Roseau LOW Sportsmans Club / North Star Trail Alliance

Trail or Trail system name: Ros/LOW and Beltrami

Miles of existing trail in GIA system 87.9 and 89.9

Total grant request (from question 4D project/annual work, FORM 2): [Click here to enter text.](#)

Check Type(s) of Off-highway Vehicle Funding Applied for:

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

### Trail administrator contact information and approval

Name: Myles Hogenson

Address 68224 County #140 Roosevelt Mn 56673

### Public point of contact information and approval used on DNR maps and Web Page.

Name: Myles Hogenson

Signature/Date:

Address (Street, Box Number, City, State, Zip Code): 68224 Co Rd #140 Roosevelt Mn 56673

Phone number/ Email Address: 218-689-6889 mkhogen@gmail.com

### Sponsor approval

Local unit of government sponsor: Roseau

Name and Title: Mark Foldesi, Board Chair

Authorized signature of sponsor/Date:

Address (Street, Box Number, City, State, Zip Code): 606 5<sup>th</sup> Ave. SW, #131, Roseau, MN 56751

Phone number/ Email Address: 218-463-4252

**MINNESOTA DEPARTMENT of NATURAL RESOURCE USE ONLY:**

Sponsor:Click here to enter text.

Trail or trail system name: Click here to enter text.

FYClick here to enter text. Contract/Purchase Order Number Click here to enter text./Click here to enter text.

Grant amount:Click here to enter text.

**Certification by Department of Natural Resources**

Area Supervisor/Date:

Regional Manager/Date:

**8. Required Attachments present:**

- Project Location Map, Including Existing Trail in GIA System, Existing Trail Not in System , and any Trail Facilities and/or Bridges
- Sponsor Resolution
- Documentation of Required Permits and Approvals and Additional Project Supporting Information (Optional)
- Other: Click here to enter text.

**New Trail Review Guide.**

- A. Miles of proposed new trail approved:Roseau Warroad Railbed 20 miles
- B. Bridge or facility approved:describe
- C. Map attached:  YES  NO or GIS information attached:  YES  NO
- D. Proposed trail will cross state land?  YES  NO
- E. Proposed trail will cross county land?  YES  NO
- F. Require local road authority permission?  YES  NO
- G. Require water crossings or bridges?  YES  NO (Waters permits may be needed)
- H. Wetlands present?  YES  NO  Maybe (Wetland Delineation may be needed)
- I. Change over 1 acre from vegetated to bare earth?  YES  NO  Maybe (Storm Water Pollution Prevention Permit may be needed for new parking areas and other activities)
- J. Based on the Natural Heritage Information System search results, are there known element occurrences close to the proposed trail?  YES  NO  Maybe.
- K. DNR Review Comments:Click here to enter text.
- L. EAW needs determination?  YES  NO  Public review dates: Click here to enter text.

M. Comments:Rail bed is Owned by the Roseau County Trailblazers

## Off-highway Vehicle Grant Scope of Work and Cost Worksheet maintenance/project (FORM 2) Use with existing and new proposals.

### 1. Trail Information

Local unit of government sponsor: Roseau County

Trail or Trail system name: Ros/Low and NorthStar Trail Alliance

Miles of existing trail in GIA system: 87.9 and 89.9

Total grant request (from question 4D project/annual work, FORM 2): [Click here to enter text.](#)

Check Type(s) of Off-highway Vehicle Funding Applied for:

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

### 2. Trail Work (what, where and how)

**2A. Project Description (Provide a detailed Description of the Project):** [Click here to enter text.](#)

**2B. How project will be accomplished (Describe work needed.):** [Click here to enter text.](#)

### 3. Expenditure Type Project Cost Breakdown and Explanation

**3A. ADMINISTRATION** Explanation: Meetings Mileage and Accounting

=\$\$2500.00

**3B. ACQUISITION,** Explanation: If adding Roseau Warroad railbed is accepted in the OHV GIA Grading needs to take place Bi annually

=\$\$2200.00

**3C. CONSTRUCTION** Explanation: [Click here to enter text.](#)

=[\\$Click here to enter text.](#)

**3D. FACILITIES** Description: Maintaining Trail Head ( mowing, septic pumping , parking area, and camping area

=\$\$2000.00

**3E. TRAIL SYSTEM MAP PRINTING** Explanation: You are here on the trail maps  
=\$1500.00  
Sum 3A – 3E[Use in 4A below]: \$8200.00

Total grant request at up to 65% of total cost sum 3A – 3E  
[Use in 4B below] X 65% =\$5330.00

**3F. MAINTENANCE** Explanation: 40 Hrs cat work Safety and leveling , 120 hrs ASV mowing and brushing and application, trail signing and clearing and monitoring, applying rock and gravel in areas of need  
=\$29000.00

**3G. GROOMING** (Only use if trail season is shared with groomed snowmobile use)  
Explanation: [Click here to enter text.](#)  
=\$[Click here to enter text.](#)

**3H. LIABILITY INSURANCE** (maximum state allowed \$1,500 per year)  
Explanation: [Click here to enter text.](#)  
=\$1500.00

Sum 3F – 3H [Use in 4A below] \$30500.00

Total grant request at up to 90% of total cost sum 3F – 3H [Use in 4B below]  
X 90% =\$27450.00

**4. Grant Request**

**4A. TOTAL COST OF PROJECT** (Sum 3A – 3E) + (Sum 3F – 3H) \$38700.00

**4B. TOTAL GRANT REQUEST** (Up to 65% of Total cost sum 3A – 3E) + (Up to 90% of Total cost sum 3F – 3H) \$32780.00

**4C. Balance remaining from previous grants:**  
\$7200.00

[\\$Click here to enter text.](#)

**4D. Grand total state cost**  
\$39980.00





# ROSEAU COUNTY

## BUFFER ORDINANCE

### 1.0 STATUTORY AUTHORIZATION AND POLICY

- 1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law, and the County planning and zoning enabling legislation in Minn. Stat. Chapter 394.
- 1.2 **Purpose and intent.** It is the purpose and intent of the County to:
  - (a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
    - (1) Protect State water resources from erosion and runoff pollution;
    - (2) Stabilize soils, shores and banks; and
    - (3) Protect or provide riparian corridors.
  - (b) Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227, and the management of public drainage systems established under Minn. Stat. Chapter 103E, where applicable; and
  - (c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

### 2.0 DEFINITIONS AND GENERAL PROVISIONS

- 2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.
  - 2.1.1 **“APO”** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd.7, and Minn. Stat. §103B.101, subd.12a.
  - 2.1.2 **“Buffer”** has the meaning provided in Minn. Stat. §103F.48, subd.1(c).
  - 2.1.3 **“Buffer protection map”** has the meaning provided in Minn. Stat. §103F.48, subd.1(d), and which is available on the MN Department of Natural Resources website.
  - 2.1.4 **“BWSR”** means the Board of Water and Soil Resources.
  - 2.1.5 **“Cultivation farming”** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.
  - 2.1.6 **“Drainage authority”** has the meaning provided in Minn. Stat. §103E.005, subd.9.

- 2.1.7 **"Landowner"** means the holder of the fee title, the holder's agents or assignees, any lessee, licensee, or operator of the real property, and includes all land occupiers as defined by Minn. Stat. §103F.401, subd.7, or any other party conducting farming activities on or exercising control over the real property.
- 2.1.8 **"Parcel"** means a unit of real property that has been given a tax identification number maintained by the County.
- 2.1.9 **"Public drainage system"** has the meaning given to "drainage system" in Minn. Stat. §103E.005, subd.12.
- 2.1.10 **"Local water management authority"** has the meaning provided in Minn. Stat. §103F.48, subd.1(g).
- 2.1.11 **"Normal water level"** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophylic plants, hydric soils, or indirectly determined via hydrological models or analysis.
- 2.1.12 **"SWCD"** means Soil and Water Conservation District.
- 2.1.13 **"County"** means Roseau County and its employees, designees or representatives.
- 2.1.14. **"Validation of Compliance"** means a notice issued by SWCD that validates that a site(s) is compliant and that said validation applies as long as all practices identified/documented continue to be in place and substantially in the condition identified at the time of issuance. Said notice shall be in recordable form.
- 2.2 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- 2.3 **Data sharing/management.**
- 2.3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR, and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.
- 2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.
- 2.4 **Delegation of Enforcement.** Nothing herein shall prevent the County from entering into an agreement with any other entity authorized under Minn. Stat. 103F.48 to enforce buffer requirements within its jurisdiction according to this ordinance, or other properly adopted enforcement rule.
- 2.5 **Drainage System Acquisition and Compensation for Buffer.** Nothing in this ordinance shall prevent the acquisition and compensation of grass buffers on public drainage systems pursuant to Minnesota Statutes Chapter 103E.
- 2.6 **Notice.** Any notice or other communication to be provided herein shall be directed to the landowner whose name and address appears on the County's Property Tax Records and is listed as the taxpayer. Notice provided to said landowner shall be considered sufficient notice to all those who may be considered a landowner as defined in Section 2.1.7.

### 3.0 JURISDICTION

- 3.1 **Jurisdiction.** The provisions of this ordinance apply to all waters shown on the buffer protection map, excluding public drainage systems for which the County is not the drainage authority under Minn. Stat. chapter 103E, where another enforcement authority has elected enforcement jurisdiction.

### 4.0 BUFFER REQUIREMENTS

- 4.1 **Buffer width.** Except as provided in subsection 4.4 and 4.5 of this ordinance, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:

(a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd.3, as measured according to subsection 4.2; and

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd.3, and as measured according to subsection 4.2. This subsection applies only if the County is the drainage authority.

4.2 **Measurement.**

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd.3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd.1 as provided in Minn. Stat. §103F.48, subd.3(c).

- 4.3 **Use of buffer area.** Except as provided in sections 4.4 and 4.5, a buffer as defined in this ordinance may not be put to any use, including but not limited to, cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.

- 4.4 **Exemptions.** The requirement of section 4.1 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd.5.

- 4.5 **Alternative practices.** As provided in Minn. Stat. §103F.48, subd.3(b), an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.1 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in sections 4.1 to 4.3. The adequacy of any alternative practice allowed under this section shall be based on:

(a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);

(b) common alternative practices adopted and published by BWSR;

(c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or

(d) other practices adopted by BWSR.

4.6 **Compliance with other statute, ordinance or regulation.** Where the provisions of any statute, ordinance, or regulation imposes greater restrictions than this ordinance, the provisions of such statute, ordinance or regulation shall be controlling.

## 5.0 COMPLIANCE DETERMINATIONS

5.1 **Compliance determinations.** Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel-by-parcel basis. The compliance status of each bank, or edge of a waterbody, on an individual parcel will be determined independently.

5.2 **Investigation and notification of noncompliance.** When the SWCD identifies a potential noncompliance with the buffer requirements or receives a legitimate third party complaint from a private individual, entity, or from another public agency, it will consult with the County to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection, or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2 of this ordinance. If the SWCD does issue such a Notification, the SWCD must include, for consideration by the County, a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48; a recommended timeline for completing the corrective actions; and a standard by which the SWCD will judge compliance with the requirements of Minn. Stat. §103F.48 after the corrective actions are taken.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

5.2.1 Compliance determination. The SWCD will evaluate the available documentation, and/or evaluate/inspect the buffer, and/or alternative practices to determine if the parcel is in compliance. Upon completion of the evaluation and/or inspection, the SWCD shall issue a written compliance determination to the landowner, the County and BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

5.3 **Corrective Action Notice.** On receipt of an SWCD Notification of Noncompliance, the County will issue the landowner a Corrective Action Notice that will:

(a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;

(b) provide a timeline for completing the corrective actions;

(c) provide the standard by which compliance will be evaluated after the corrective actions are taken; and

(d) include a statement that failure to complete corrective actions and achieve compliance within the timeline provided may result in civil or administrative enforcement actions and the assessment of administrative penalties.

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail (certified, return receipt mail). If service is made by mail, the document is deemed to have been received three business days after the notice was placed in the mail. Failure of actual receipt of a corrective action notice that has either been personally served, or served by depositing the same in the mail, shall not be deemed a defense in an enforcement proceeding under section 6.0 of this ordinance. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

5.3.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, the landowner may supply information to the County or the SWCD in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County may make a written modification to the Corrective Action Notice or timeline for compliance. The County, upon review and notification by the SWCD, should also make a written determination documenting whether the noncompliance has been fully corrected. Any such modification of a compliance determination will be served on the landowner in the manner provided for in section 5.3 of this ordinance. The County shall provide the SWCD and BWSR a written copy of any modification made pursuant to this provision.

5.3.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0 of this ordinance, and the subject property will not be subject to enforcement under that section.

## 6.0 ENFORCEMENT

### 6.1 Administrative Penalty Order. (APO)

The County may issue an APO, as provided for in Minn. Stat. 103F.48, subd.7(b) and (c), and 103B.101, subd.12(a), to a landowner who has failed to take the corrective action as set forth in the corrective action notice. The APO must be served on the landowner together with a copy of the corrective action notice; or, alternatively, the County may serve the landowner with a combined Corrective Action Notice and APO as long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been issued a corrective action notice by the County shall be:

- i. \$0 for 11 months after issuance of the Corrective Action Notice or during the schedule issued for taking correction actions, whichever is greater;
- ii. Up to \$200 per parcel per month for the first six (6) months (180 days) following the time period in i; and
- iii. Up to \$500 per parcel per month after six (6) months (180 days) following the time period in ii.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been issued a corrective action notice by the County shall be:

- i. Up to \$200 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
- ii. Up to \$500 per parcel per day for after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

6.1.1 **Penalty Determination.** For administrative penalties imposed by the County, the County shall determine the severity of the noncompliance, intentional nature of noncompliance, and frequency of noncompliance in determining the amount of violation. The amount of an APO will be based on considerations including the extent, gravity and willfulness of the noncompliance; its economic benefit to the responsible party; the extent of the responsible party’s diligence in addressing the violation; any noncompliance history; the public costs incurred to address the noncompliance; and other factors as applicable. Upon appropriate findings, the County shall use the following table to determine a penalty amount:

Nature of Violation	Severity of Violation		
	Minor	Moderate	Substantial
• Initial noncompliance (initial term)	\$50	\$100	\$150
• Initial noncompliance (subsequent term)	\$200	\$300	\$400
• Subsequent initial noncompliance (new parcel, initial term)	\$100	\$150	\$200
• Subsequent initial noncompliance (new parcel, subsequent term)	\$300	\$400	\$500
• Repeat noncompliance (same parcel, initial term)	\$100	\$150	\$200
• Repeat noncompliance (same parcel, subsequent term)	\$300	\$400	\$500

6.1.2 **APO.** To be valid the APO shall include, at a minimum:

- i. The facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance, or Minn. Stat. §103F.48;
- ii. The specific statute and/or ordinance section(s) that has/have been violated;
- iii. A written description of prior efforts to work with the landowner to resolve the violation;
- iv. The amount of the penalty to be imposed;
- v. The facts supporting the amount of the penalty;
- vi. The date the penalty will begin to accrue;
- vii. The date that payment of the penalty is due;
- viii. The date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
- ix. A statement of the landowner’s right to appeal the APO to BWSR.

6.1.3 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd.7(d).

6.1.4 A copy of the APO must be sent to the SWCD and BWSR.

6.1.5 An APO issued under this section may be appealed to BWSR within 30 days of receipt by the landowner in accordance with the requirements set forth in Minn. Stat. §103F.48, subd.9. Any APO that is not appealed within the 30 day period shall be deemed final.

## 6.2 Administrative Penalty Order Procedures.

6.2.1 Compliance verification. Once a landowner has been provided notice and submitted written evidence of correction of the violation set forth in the notice of compliance, compliance must be verified. The County will refer the landowner's evidence and notice to the SWCD. The SWCD shall:

- i. Review and evaluate all information related to the corrective action notice or APO to determine if the violation has been corrected;
- ii. Verify compliance by site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
- iii. Document compliance verification.

The SWCD may consult with the County when conducting a compliance verification.

6.2.2 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO to BWSR as provided in Minn. Stat. §103F.48, subd.9. The appeal must be in writing, must include a copy of the APO that is being appealed, the basis for the appeal, and any other supporting documentation. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.2.3 Penalty due. Unless the landowner appeals the APO as provided in section 6.2.3, the penalty specified in the APO becomes immediately due and payable to the County as set forth in the APO. If, however, the landowner submits written documentation that the violations have been corrected prior to the time the penalty becomes due and payable, the SWCD shall verify compliance, and the County shall adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the SWCD determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by mail shall be deemed received three business days after the letter of determination has been deposited in the mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty, or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.2.4 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner within the time specified in this section. All payments shall be made payable to the County. Any penalty or interest not received in the specified time may be collected by the County using any lawful means, including recovery by including the payment due to the applicable property tax statement.

6.2.5 Reporting and documentation. The SWCD shall maintain records concerning any potential violation of the riparian protection and water quality practices requirements. The records shall include, but are not limited to, the following:

- i. The cause of the violation;
- ii. The magnitude and duration of the violation;
- iii. Documentation showing whether the violation presents an actual or imminent risk to public health and safety;
- iv. Documentation showing whether the violation has the potential to harm the natural resources of the State;
- v. A record of past violations;
- vi. Efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
- vii. Past and present corrective action efforts by the responsible party or parties.

## **7.0 ADOPTION**

The Roseau County Buffer Ordinance is hereby adopted by the Roseau County Board of Commissioners on this 14<sup>th</sup> day of November, 2017.

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Mark Foldesi – Chair, Roseau County Board of Commissioners

ATTEST:

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Jeff Pelowski – Roseau County Coordinator

APPROVED AS TO FORM AND EXECUTION:

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Karen Foss –Roseau County Attorney



# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

October 24, 2017

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, October 24, 2017.

## CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Board Chair Mark Foldesi. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker. Others present were Dave Anderson, Daryl Dahl, Jeff Pelowski, Ann Marie Miller, and Sue Grafstrom.

## APPROVAL OF AGENDA

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

## COMMENTS AND ANNOUNCEMENTS

Auditor Monsrud requested the Board consider dates for a Joint Ditch meeting with Kittson County. Coordinator Pelowski updated the Board on the Office of the State Auditor matter noting that there has been no response to the correspondence sent on October 12<sup>th</sup>, and added that State Auditors were expected on October 23<sup>rd</sup> but did not arrive as planned. In addition, Pelowski notified the Board that U.S. Customs is planning to change the hours of operation at the Roseau Port of Entry from 8:00 a.m – Midnight to 8:00 a.m. - 8:00 p.m., and will hold a Town Hall meeting on November 2<sup>nd</sup>, 7:00 p.m., at the Roseau City Center to solicit public input; and, he reminded the Board of the AMC District III meeting to be held on Thursday, October 26<sup>th</sup>, in Mahnomen.

## 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 10/12/2017

<u>Vendor Name</u>	<u>Amount</u>
CENTURLINK	2,946.18
CO-OP SERVICE INC	2,162.53
MN DEPT OF FINANCE -TREAS	2,100.00
ROSEAU CITY	10,068.69
13 Payments less than 2,000.00	4,509.24
<b>Final Total:</b>	<b>21,786.64</b>

### Warrants Approved For Payment 10/19/2017

<u>Vendor Name</u>	<u>Amount</u>
MORRIS SEALCOAT & TRUCKING INC	19,716.59
NORTHWOODS HEATING & COOLING	22,000.00
ROSEAU ROOFING & REMODELING	44,613.00
9 Payments less than 2,000.00	2,525.55
<b>Final Total:</b>	<b>88,855.14</b>

### Warrants Approved On 10/24/2017 For Payment 10/27/2017

<u>Vendor Name</u>	<u>Amount</u>
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ASSN OF MN COUNTIES	2,385.00
BARGEN INC	37,108.00
CDW GOVERNMENT INC	14,350.00
COAST TRUE VALUE	2,431.50
FARMERS UNION OIL CO-WARROAD	3,180.94
GCR TIRES & SERVICE	2,353.66
HOFFMAN PHILIPP & KNUTSON	16,275.00
HOUSTON ENGINEERING	14,974.35
LAKE SUPERIOR COLLEGE	4,250.00
MSOP-MN SEX OFFENDER PROGRAM-D	4,464.00
ROSEAU DIESEL SERVICE INC	3,616.25
TRAFFIC MARKING SERVICE INC	27,837.08
UNIVERSITY OF NORTH DAKOTA	3,035.73
63 Payments less than 2,000.00	26,298.68
<b>Final Total:</b>	<b>162,560.19</b>

## **CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Walker, seconded by Commissioner Swanson and carried unanimously. The Board, by adoption of its Consent Agenda, approved the October 10, 2017 Regular Board Meeting Proceedings; authorized Sheriff Gust to sign a Master Subscriber Agreement for Minnesota Court Data Services; approved a final payment to Knife River Materials, in the amount of \$172,762.36, for the 2017 bituminous projects; approved Resolution #2017-10-02 authorizing the remittance of 27 unclaimed property warrants, in the amount of \$574.23, to the State of Minnesota; and, approved the appointment of Krystal Wells to the position of full-time Accounting Technician, effective October 30, 2017, (Step 5, Grade A).

## **COUNTY BOARD ITEMS**

### Lake of the Woods Fisheries Input Group

The MnDNR is requesting that the Board appoint one (1) member to the Lake of the Woods Fisheries Group. A motion to appoint Commissioner Russell Walker to the Lake of the Woods Fisheries Group was made by Commissioner Swanson, seconded by Commissioner Falk and carried unanimously.

## **COMMISSIONER COMMITTEE REPORTS (October 10, 2017 - October 23, 2017)**

Commissioner Falk reported on the following committee(s): Highway Committee; Social Services Board; Building Committee; Northwest Community Action.

Commissioner Foldesi reported on the following committee(s): Highway Committee; Quin County Community Health Services.

Commissioner Phillipe reported on the following committee(s): Warroad School Strategic Planning Committee; Lake Township Board; Roseau County Committee on Aging; Land of the Dancing Sky Area Agency on Aging; Social Services Board; Warroad EMS; One Watershed One Plan Committee; Warroad City Council.

Commissioner Swanson reported on the following committee(s): Highway Committee; Roseau Community Group; Northwest Emergency Communications Board; Association of Minnesota Counties (AMC) District 1 meeting; AMC Board of Directors; Social Services Board; Building Committee; Jadis Town Board; Northwest Minnesota Housing and Redevelopment Authority; Sunshine Memorial Foundation; Roseau School Board.

Commissioner Walker reported on the following committee(s): Highway Committee; Social Services Board; Cedarbend Township Board.

Upon motion carried, the Board adjourned the regular meeting at 10:05 a.m. The next regular meeting of the Board is scheduled for November 14, 2017 at 9:00 a.m.

Attest:

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

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

\_\_\_\_\_  
Mark Foldesi, Chair  
Board of County Commissioners  
Roseau County, Minnesota

DRAFT





# Roseau County Request for Board Action

<b>Agenda Item #:</b> Consent 3 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	November 14, 2017	<b>Originating Department:</b> Social Services
<b>Subject Title (as it will appear on the Agenda):</b> Advertise to Hire - Social Worker		<b>Presenter:</b> Dave Anderson
<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> Requesting Board approval to advertise for the hire of a Social Worker.		
<b>Background:</b> Amy Loch will be moving out of the area with her family and has submitted her resignation.		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" 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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# Roseau County Request for Board Action

<b>Agenda Item #:</b> Consent 4 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	November 14, 2017	<b>Originating Department:</b> Auditor
<b>Subject Title (as it will appear on the Agenda):</b> Tax-Forfeited Property Sale		<b>Presenter:</b> Martie Monsrud
<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> Requesting the Board set the date and time for the 2017 Tax-Forfeited Land Sale.		
<b>Background:</b> Suggested date and time: Tuesday, December 19, 2017 at 1:00 p.m. in the Roseau County Boardroom.		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" 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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**Attachment I**  
**Addendum to Memorandum of Agreement Between the University of Minnesota**  
**and Roseau County For providing Extension programs locally and Employing**  
**County Extension Staff**

This addendum replaces Table A in the Memorandum of Agreement. This Addendum for the 0.2 FTE 4-H Program Coordinator that will work with after school programs will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2018.

Roseau County agrees to disperse already approved funds (2018 Extension budget) identified below to support the following Extension programs and positions in 2018:

The 0.2 FTE 4-H Program Coordinator will focus on Science, Technology, Engineering and Math (STEM) programming in after school settings.

<u>Program</u>	<u>Position</u>	<u>FTE</u>	<u>Amount</u>
Youth Development	4-H Program Coordinator	1.0	\$72,192
Youth Development	4-H Program Coordinator	0.2	\$14,438

Total \$86,630

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of Roseau

Regents of the University of  
Minnesota

BY \_\_\_\_\_  
Chair, County Extension Committee

By \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Chair, County Board of Commissioners

DATE \_\_\_\_\_



## **PROFESSIONAL SERVICE CONTRACT**

THIS AGREEMENT is made and entered into by and between the County of Roseau, Minnesota, (County), 606 5th Ave SW Roseau, Minnesota 56751, and Laure A. Johnson (Contractor), 32024 County Road 13, Salol, Minnesota 56756.

### RECITALS

WHEREAS, the County desires to purchase services of Contractor to provide custodial services; and

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

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

#### **1) Term and Cost of Agreement**

- a. The contractor agrees to furnish services on behalf of the County during the period commencing January 1, 2018, and terminating December 31, 2019. The Contractor shall provide custodial services at the Roseau County Courthouse, Roseau County Social Services building, the Roseau County Sheriff's Office, and non-secure areas of the Detention Center.
- b. For services provided to Roseau County, the contractor shall be paid at a monthly rate of \$3,300 plus applicable Minnesota sales tax. The reimbursement is to cover all time necessary to complete the duties as indicated in the custodial services job description. Reimbursement will be paid monthly.

**2) Services Provided:** Contractor shall furnish personnel sufficient to provide custodial services for the Roseau County Courthouse Campus including the Courthouse, Sheriff's Office and Social Services Center as described herein:

- Clean bathrooms daily
- Empty all wastebaskets in bathrooms and break room daily

- Wash and disinfect all drinking fountains, reception counter, and public access areas three times per week.
- Dust weekly
- Wipe and disinfect all chairs, including lobby chairs, as needed
- Vacuum office chairs three times per year
- Vacuum carpet twice per week; more often if needed
- Clean stains in carpet as needed
- Clean walls as needed
- Clean all light fixtures as needed
- Clean blinds in each office and break room twice per year
- Wash interior windows weekly and more often if needed
- Wash exterior windows inside and outside (spring and fall)
- Be available for call in for emergency cleaning

And for non-secure areas of the Roseau County Detention Center as described herein:

- Clean bathrooms in lobby area daily
- Empty all wastebaskets in bathroom daily
- Sweep and mop secured hallway between Sheriff's Office & Detention Center as needed
- Dust weekly
- Wash and disinfect all drinking fountains, visitation counters, and public access areas
- Wipe and disinfect all chairs, including lobby chairs, as needed
- Clean walls as needed
- Clean all light fixtures as needed
- Wash interior windows as needed
- Wash exterior windows inside and outside (spring and fall)
- Be available for call in for emergency cleaning

Only authorized contract personnel are allowed in County buildings.

#### **4.) Independent Contractor**

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

## 5.) Indemnification and Insurance

The contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liabilities, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

Contractor further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

<b><u>General Liability</u></b>	<b>Amount</b>
• Each Occurrence	\$1,500,000
• Personal Injury & Advertising Injury	\$1,500,000
• General Aggregate	\$3,000,000
• Products and Completed Operations Aggregate	\$3,000,000
• Fire Damage Limit	\$ 100,000
• Medical Expense	\$ 5,000
• Workers compensation as required by Minnesota Statute 176.182	

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

Prior to the effective date of this contract, and as a condition precedent to this contract, the Contractor will furnish the County with proof of such insurance.

## 6.) Data Practices

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

## **7.) Records - Availability and Retention**

Pursuant to Minn. Statute 168.06, subd.4, the Contractor agrees that the County, the State Auditor, or any other of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of this Contractor and involve transactions relating to this Agreement.

## **8.) Merger and Modification**

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

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

## **9.) Default and Cancellation**

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

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

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

## **10.) Nondiscrimination**

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

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Dated this 14th day of November, 2017

COUNTY OF Roseau

CONTRACTOR

\_\_\_\_\_  
BY: Mark Foldesi  
Roseau County Board Chairman

\_\_\_\_\_  
BY: Laure A. Johnson

ATTEST: \_\_\_\_\_  
Jeff Pelowski, Board Clerk

Approved as to Form:

\_\_\_\_\_  
Karen Foss, Roseau County Attorney





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## BOARD RATIFICATION STATEMENT

The Board of \_\_\_\_\_ has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2018 through December 31, 2022. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: \_\_\_\_\_  
Board Chair

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

Attest: \_\_\_\_\_

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

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

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN  
MINNESOTA COUNTIES COMPUTER COOPERATIVE

And

STRATEGIC TECHNOLOGIES INCORPORATED

1/1/2018

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative, organized and doing business under Minnesota's joint exercise of power statute (MN Stats § 471.59), with principal offices at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and Strategic Technologies Incorporated, a Minnesota corporation with principal offices at 9905 45th Avenue North, Suite 220, Plymouth, MN 55442 ("VENDOR").

**WITNESSETH**

**WHEREAS**, MnCCC wishes to retain VENDOR to provide certain professional services and expertise to obtain computer programming and technical assistance for the maintenance and support of MnCCC's copyrighted, proprietary and confidential computer software system known as the Minnesota County Attorney Practice System™ software ("MCAPS"); and

**WHEREAS**, VENDOR has and will be expected to render substantial services and expertise hereunder.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

**I. Systems to be Supported**

VENDOR agrees to provide the computer programming, technical assistance, and related professional services to support and maintain the systems and systems components of MCAPS, in exchange for MnCCC's payment of certain fees as summarized in **Attachment A**, which is attached and incorporated by reference.

**II. Definition of Included Support Services**

The software support fees paid by MnCCC are identified in **Attachment A - MCAPS Support Fee Schedule**. These fees shall fully compensate VENDOR for the following Services:

**A. General MCAPS Support Activities (All MCAPS Users)**

1. Track MCAPS support incidents and report out to the County Attorney Executive Committee per the MCAPS Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for County Attorney Executive Committee meetings (up to 12 times per year) with respect to MCAPS bugs/fixes and open MCAPS Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Research statuses).
3. Provide any MCAPS revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise VENDOR of any requested changes to MCAPS as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support VENDOR in making the changes. Further, these changes will be subject to written work order as described in Section II – E.1.
4. Revisions necessitated by change in underlying MCAPS operating systems.
5. Revisions necessitated by changes in current state reporting requirements (609.11 Report, MCCVS Report, or other reporting tools established in MCAPS (new tools would require an enhancement request)
6. Training. Provide eighty (80) hours of training per year, with up to thirty (30) hours available to rollover from year to year. Preparation of training materials and presentations are included in the eighty (80) hours. Training will include webinars and in person training. Travel for in person training will be billable as defined in Section IV.F. In addition to the eighty (80) hours, VENDOR will also provide up to two-days (16 hours) training including preparation time at the MnCCC Annual Conference and an additional optional one-day User training session at a time and location selected by MnCCC.
7. Preparation work and attendance at MCAPS Executive, Enhancement, Technology, and Standards Committee meetings or other MCAPS Committees as recommended by the MCAPS Executive Committee.
8. Bug fix work in MCAPS or related applications and services for legacy code not originally developed by the VENDOR.
9. System design, prototyping, estimating, meeting time, and project management related to the planning of new enhancements or new system initiatives.
10. Consulting and product management services as needed with other criminal justice partners.
11. Sales Support. VENDOR will support MnCCC in any MCAPS marketing efforts at the direction of MnCCC, including but not limited to conference calls, responding to RFPs/RFIs and software demos. Travel time for such support is not subject to the fee support, and shall be billable to MnCCC at the discounted rates and in the manner identified in Section IV.F.
12. Other activities as approved by the MCAPS Executive Committee.

**B. Level 1 Software Support**

Logging of, and responding to, email and phone support requests from MCAPS users regarding MCAPS application usage. Each support request is to be logged as to the nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the MCAPS users and escalate more complex issues to Level 2-support.

**C. Level 2 Support**

Engage with MCAPS users on more complex support issues escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training; by providing alternate approaches to resolving issue; or by documenting the issue more fully so that it can be addressed by Level 3 support as a MCAPS bug or enhancement request. Level 2 support will provide direction to MCAPS users and to Level 3 support in terms of whether or not the MCAPS functionality is working as designed, or appearing to be a code bug that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the MCAPS user will be instructed to submit an enhancement request through the VENDOR's helpdesk.

**D. Level 3 Support**

Perform MCAPS code analysis, programming, testing and project management related to bugs, as escalated from Level 2 support. Level 3 support for bugs escalated from Level 2 support is included in the fees identified in **Attachment A**.

Level 3 support will also include the following:

1. Estimating of MCAPS Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Enhancement Requests, with review and sign-off by MnCCC prior to all coding activities.
3. On-going design, development, technical testing and deployment as described in "MCAPS Infrastructure Modernization" Section II – H below.

**Additional programming, coding and testing services identified in Section II.D(1) – (3) above will be performed by VENDOR and chargeable to MnCCC if and as approved in a Work Order negotiated and signed by the parties. No additional Level 3 charges will be made without prior authorization by MnCCC.**

**E. Enhancements**

Requirement of Work-Orders: With the exception of provision of pre-priced, fee support and maintenance services as designated as Support, VENDOR shall provide all

professional services hereunder as specified and pre-authorized by MnCCC in a written Work Order, in substantially the form of **Attachment C**.

1. Written Work Orders shall document the scope and timelines for any Enhancements, and shall contain at a minimum the following:
  - a. a maximum cost to MnCCC for the specified work (MnCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so pre-authorized in writing by MnCCC. Additionally, any incremental payments must be specified in the Work Order, and must be related to the accomplishment of specified tasks);
  - b. identification of the software version that the Enhancements will be made to;
  - c. specifications as to what services are to be performed;
  - d. identification of any third party software or freeware needed, along with associated costs;
  - e. a description of the work, software code, documentation and other relevant deliverables;
  - f. the due date for completion of the services to be provided, including a schedule for development and testing;
  - g. identification of two or three users that will provide beta testing of the enhancement and any expectations regarding such beta testing, unless this requirement is expressly waived by the MnCCC Executive Committee or its designee;
  - h. a schedule of status reports, if any, of the services being performed and the progress made;
  - i. the criteria, process and means that the Enhancements deliverables are to be accepted as complete and satisfactory;
  - j. identification of applicable performance milestones and payment terms.
  - k. a means for both parties to sign and evidence their binding agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the parties.
  
2. Types of Work Orders: Work orders shall be either global or participatory. Global work orders are for work on the MCAPS system as a whole, for all users, and for which County Attorney User Group funds shall be used. Participatory work orders are for work performed for one or more specified users and for which the specified users shall be liable for. All Work Orders must be approved in writing by MnCCC prior to initiation of any work by VENDOR. A sample Work Order is attached to this Agreement as **Attachment C**.

## **F. Installation Support**

For users not able or interested in performing their own MCAPS updates or new release installations, or who do not have another provider, VENDOR will perform the

installations as part of this optional support element. A minimum hourly fee for such installation support services will be charged per installation, and as set forth in **Attachment A**.

Installation support will be performed by VENDOR via a signed Work Order, and chargeable only to users who choose this option.

#### **G. MCAPS Project Coordinator**

The VENDOR will assign a MCAPS Project Coordinator position that will regularly engage in MCAPS project management and will serve as the MCAPS lead contact and liaison.

#### **H. MCAPS Infrastructure Modernization**

With the specific activity as agreed to and as pre-approved by MnCCC, VENDOR will work ongoing on the underlying architecture of MCAPS as part of Level 3 support, and in order to remain current with respect to the "code stack" that supports the functional capabilities of MCAPS, and which will take up to 5,000 person hours to complete. The code stack generally refers to, but is not limited to: source code, SQL database, third-party products, security layer, web browser, web server, .NET framework, software and scripting language, web services, integrations with external systems, and other interfaces. In addition to this activity, infrastructure modernization also includes designing and creating new capabilities to support a more automated installation of MCAPS updates and new releases, and on-going technical documentation updates. Technical documentation requirements shall be defined on a regular basis with MnCCC and prioritized along with code update activity. Examples of technical documentation include:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The MCAPS infrastructure modernization fund is to include 5,000 person hours during the term of this Agreement, initially allocated at 1,000 hours for each calendar year, with monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours annually be insufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the reallocation of hours from future years, and/or new hours chargeable at then-current **Attachment A** time and materials rates.

Should VENDOR fail to provide 1,000 hours in support of MCAPS infrastructure

modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s) for as long as this Agreement remains in force. If a Renewal Term is agreed to by the parties, an additional 3,000 hours shall be added to the MCAPS infrastructure modernization fund, initially allocated at 1,000 hours for each year of the Renewal Term. During the Initial Term of this Agreement or in any Renewal Term of this Agreement, if the balance of hours required for MCAPS infrastructure support, based on actual activity, is projected to be greater than remaining hours required to support known modernization activities, then hours may be shifted to MCAPS Enhancements, in order to "consume" available hours or pay for Software Support overages. Up to 150 hours of work by the VENDOR may be charged to infrastructure support for hours incurred in the fourth quarter of 2017 in preparation for product management.

**MCAPS modernization will be performed by VENDOR only and associated costs are included in the Software Support fees payable this Agreement.**

**I. Additional Requirements**

1. VENDOR must obtain written permission from MnCCC to add any VENDOR or third party plug-ins or code proposed to be incorporated into the MCAPS system. This includes, but is not limited to, any "freeware" or "shareware", which shall be avoided where possible. Once approved, those plug-ins or third party code will be included, maintained and updated as part of this Agreement, unless a special support addendum is executed and attached to this Agreement. VENDOR shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.
2. For new software development performed after 4/1/2018, VENDOR shall provide current, full and detailed database and application design and programming documentation for all parts of the MCAPS application including third party code additions, per provision in Section II – G above.
3. VENDOR shall follow the MnCCC source code and documentation policy.
4. VENDOR shall obtain and/or maintaining BCA certification (BCA Vendor Vetting and agreements for access to a CJDN restricted network).

**J. Service Level Agreement, Priorities and Escalation – See *Attachment B*.**

**K. *Virus, Malware, Unapproved and/or Unauthorized Code***

1. VENDOR shall retain sole responsibility and liability for delivering all electronic files and other deliverables to MnCCC under this Agreement, free of any Virus, Malware or Unapproved and/or Unauthorized Code. VENDOR warrants and represents that

any data, programs, hardware or firmware provided, or sourced, by VENDOR to MnCCC shall be free, at the time of receipt, of any computer Virus, Malware, Unapproved and/or Unauthorized Code.

2. "Virus, Malware, Unapproved and/or Unauthorized Code" for purpose of this Agreement means any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off, limit or interfere with the full, unrestricted access and use by MnCCC, its user members and other end user licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any unauthorized, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or potentially malicious data into MnCCC and / or member systems or networks.

#### **L. Governing Law; Compliance with Laws**

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by VENDOR shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and VENDOR hereby irrevocably consents to the jurisdiction and venue of such courts, and agrees to commence any actions solely in such courts.

The parties shall each abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include VENDOR obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement.

#### **M. Ownership, Proprietary Considerations and Data Security**

1. VENDOR agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all documentation pertaining to the MCAPS system design, to avoid pirating or other unauthorized use of MnCCC's confidential, valuable assets. VENDOR hereby irrevocably assigns to MnCCC and its successors and assigns, and MnCCC shall solely own any MCAPS inventions, discoveries, data, databases, programs, documentation interfaces or other deliverables and work product developed or modified by VENDOR or its personnel providing services under this Agreement.
2. MnCCC and VENDOR agree that all materials and information developed under this Agreement shall become the sole property of MnCCC automatically and irrevocably as of initial creation, per the irrevocable assignment in this Section M.
3. VENDOR agrees to protect the security of and to keep confidential all data

information and materials received or produced under the provisions of this Agreement, and shall not disclose them to any third parties, or make any internal use thereof, without the prior written consent of MnCCC, as provide in the assignment in this Section M.

4. Procedures and software created by VENDOR pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be included in the assignment identified in Section M.1. above. VENDOR shall not disclose or otherwise make said software available to third parties, or utilize such assets in any other non-related applications without the prior written consent of and written license agreement from MnCCC.
5. VENDOR shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding MCAPS and/or any data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without MnCCC's prior express written authorization. The provisions of this Section shall survive the expiration or termination of this Agreement.
6. VENDOR retains its ownership rights to its propriety software products, technology, user interface designs, and software libraries and development/utility tools it utilizes to create or support the software developed hereunder. This retained ownership shall in no way alter, prevent or limit MnCCC from exercising its full and sole ownership rights, and the ability to assign, transfer, license or commercialize any of the modifications, enhancements or other work product and deliverables created by VENDOR under this Agreement for MnCCC's propriety software products, technology, user interface designs, and software libraries. In order to facilitate such free and unrestricted use, VENDOR grants an irrevocable, perpetual, world-wide, royalty-free, transferable license by MnCCC and its licensees, transferees, successors and assigns to use all of such proprietary/third party software products, technology, user interface designs, and software libraries.

### III. Items Not Included

This Agreement does not include support for non-MCAPS issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by VENDOR to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's user) to accept or decline the provision by VENDOR or such non-included services in writing and prior to initial performance by VENDOR in each case:

- A. Any third party software (fees or support), this does not include a third party code or plug-ins used in the application.
- B. Server migrations and server setup.
- C. Operating system updates or troubleshooting (Windows servers).
- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.

- F. PC issues or PC troubleshooting.
- G. User network remote connection issues.
- H. Other support for non-MCAPS applications or county systems.
- I. Future third party fees (if any) for what is currently "freeware" embedded within MCAPS.

#### IV. Billings of Charges and Costs

- A. VENDOR shall bill MnCCC for services and costs at the rates set forth in **Attachment A**.

The minimum fees to be paid to VENDOR for support services for MCAPS support over the term of this Agreement is defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

"Calendar quarter" shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. VENDOR shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section IV – A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by VENDOR during the duration of this Agreement for project management, technical work and training personnel shall be as defined in **Attachment A**.
- D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be tracked and reported by VENDOR to MnCCC, which reserves the right to inspect and copy VENDOR's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**. MnCCC shall compensate VENDOR following receipt of VENDOR's invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MnCCC and according to the specifications set forth in a Work Order and/or otherwise as authorized and specified herein. Charges shall be reimbursed to VENDOR at the agreed upon hourly rate listed in **Attachment A**, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any

proposed travel or other reimbursable expenses will be at actual reasonable costs, as pre-approved in a Work Order. MnCCC and VENDOR may agree in a Work Order to a fixed price for providing a service or delivery of a product. Further, MnCCC and VENDOR may agree to different hourly rates for a specific engagement, if so stated in the authorizing Work Order. MnCCC shall not be liable for any charges that were not pre-authorized in writing by a Work Order. MnCCC shall reimburse VENDOR within forty-five (45) days upon receipt of properly documented charges and expenses for services and deliverables that have been completed and accepted in accordance with the applicable Work Order. For any work which MnCCC disputes as not being authorized by the Work Order or incomplete under the standards and conditions as set forth in either this Agreement or in the Work Order, MnCCC shall be liable to pay only the amounts pertaining to the work accepted by MnCCC. VENDOR shall continue to perform services expeditiously, and in a good-faith effort to ensure that all remaining portions are promptly completed as agreed, until such disputes are resolved and the services and work product tested and accepted by MnCCC. VENDOR agrees to keep and maintain accurate, sufficient and complete time records for all work hereunder for at least one year following the provision of such services, and to provide such records to MnCCC at no charge upon request.

- F. For non-fixed fee services pre-authorized and performed pursuant to this Agreement, VENDOR is authorized to bill for time incurred in actual travel and at the discounted rates identified in **Attachment A**, and for all reasonable transportation and overnight travel expenses. Automobile mileage shall be billable per the then-current US General Services Administrative Schedule.
- G. Non-payment and remedies of VENDOR: In the event that MnCCC does not pay VENDOR within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), VENDOR shall have the option to terminate this Agreement upon at least ninety (90) days' written notice thereof.
- H. Right to Withhold Payment.
  - a. MnCCC may withhold payment of the whole or part of any amount due to or claimed by Vendor to such extent as may be necessary to protect MnCCC from loss on account of:
    - a. defective work not remedied or guarantees not met;
    - b. failure of Vendor to complete any part of its work in accordance with any permit, binding agreement or completion schedules established in or made a part of this Contract;
    - c. claims filed or reasonable evidence indicating probable filing of claims; and/or
    - d. damage to another Contractor.

In the event MnCCC withholds payment, then no interest penalty shall accrue against MnCCC for non-payment of disputed claims. Vendor may not exercise its right to termination as stated in section IV, sub G, for any payment withheld under this clause.

MnCCC will notify Vendor within 15 days as to the reason for the payment being withheld.

**V. Representations, Warranties and Indemnifications of the Parties**

- A. Each party represents and warrants that it has the right to enter into this Agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the MCAPS computer software system or services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the MCAPS computer software system or services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. VENDOR further represents, warrants and agrees as follows:
  - 1. VENDOR represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on utilized servers and networks (or mutually agreed upon future modernizations).
  - 2. VENDOR further warrants that these services will not alter or diminish or otherwise adversely alter the characteristics and/or the underlying performance of the existing MCAPS software system.
  - 3. VENDOR represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC on assignment, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights, or contain, at the time of receipt, any computer Virus, Malware, Unapproved and/or Unauthorized Code.
  - 4. VENDOR will provide true, correct and complete copies of the then-current MCAPS source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide VENDOR with written source code media, logistics, and delivery instructions from time to time.

**D. MnCCC further represents, warrants and agrees as follows:**

- 1. MnCCC represents, warrants, and covenants that it will provide the cooperation

and assistance of its personnel, as reasonably required, and as would be necessary for the completion of VENDOR's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to VENDOR of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist VENDOR with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update MCAPS, in order to accommodate applicable changes in Minnesota laws.

## **VI. Other Conditions**

### **A. Entire Agreement**

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement (including all Attachments and any other documents incorporated by reference in an amendment signed by the parties) supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

### **B. Non-Assignment**

VENDOR shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to VENDOR from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Subject to the foregoing, this Agreement shall be enforceable by the parties and their respective successors and permitted assigns.

### **C. Conflicts of Interest**

VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its full and unrestricted performance under this Agreement. VENDOR further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

**D. Subcontracting**

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that VENDOR shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of VENDOR hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions as if an original party thereof, as well as any nondisclosure or other agreements or obligations then in force between VENDOR and MnCCC.

**E. Expenses Incurred**

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

**F. Independent Contractor**

For the purpose of this Agreement, VENDOR is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by VENDOR under this Agreement, shall in no event be considered employees or personnel of MnCCC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees, other professionals of VENDOR, shall in no way be the obligation, liability or responsibility of MnCCC.

**G. Insurance.** VENDOR, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property

damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.

3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. VENDOR will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in VENDOR's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy required to be maintained hereunder.

#### **H. Local Alterations**

For the system supported under this Agreement, the version maintained by VENDOR shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by MnCCC. VENDOR shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the MCAPS system documentation.

#### **I. Data Practices**

Data collected, created, received, maintained, disseminated or used for any purposes in the course of VENDOR's performance of this Agreement is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. VENDOR agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. VENDOR designates Dan Musser, as its initial "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of VENDOR's responsible authority with a suitable qualified individual satisfactory to MnCCC will be effective on MnCCC's receipt of written notice thereof given by VENDOR.

#### **J. Force Majeure**

VENDOR shall not be held responsible for delay or failure to perform when such

delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusual severe weather, acts of public authorities, or delays or defaults caused by public carriers.

**K. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**L. Non-Discrimination**

In carrying out the terms of this Agreement, VENDOR shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

**M. Document Examination**

All books, records, documents and accounting procedures and practices of VENDOR relative to this Agreement are subject to periodic examination and copying by MnCCC or its designees, and either by the legislative auditor or the state auditor as appropriate, in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

**N. Performance Review**

VENDOR and the County Attorney User Group Chair, or their designee, shall meet at least annually to review the terms of this Agreement and each party's performance of its terms.

**VII. Term and Termination**

**A. Term**

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein.

**1. Initial Term**

The Initial Term of this Agreement shall be for a period of five (5) years. The first two (2) years thereof shall be a Probationary Period, and subject to early termination as provide in Section B.1. below.

## **2. Renewal Term**

This Agreement may be renewed by the written agreement of both parties for one period of three (3) years, beginning upon the conclusion of the Initial Term, or upon the earlier execution of an agreement to renew. Should services continue beyond the Initial Term into the Renewal Term, Maintenance and Service Fees will be negotiated at mutually agreeable terms.

## **3. Additional Renewal Term(s)**

This Agreement may be renewed for unlimited additional three (3) year periods beginning at the end of the Initial Renewal Term, upon mutually agreeable Maintenance and Services Fees.

## **B. Termination**

### **1. Termination for Convenience**

#### **a. Probationary Period**

During the Probationary Period, either party may terminate the Agreement for convenience by providing written notice as provided herein. VENDOR must provide MnCCC at least one hundred eighty (180) days' prior written notice of intent to terminate. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of intent to terminate.

#### **b. Initial Term or Renewal Term**

During the balance of the Initial Term or during the Renewal Term either party may terminate the Agreement for convenience by providing adequate notice. VENDOR must provide MnCCC at least one (1) year's prior written notice of intent to terminate, with the termination to take effect as of the expiration of the Initial Term or Renewal Term, unless MnCCC agrees in writing to an earlier date. MnCCC must provide vendor at least ninety (90) days' prior written notice of its intent to terminate during the Initial Term or Renewal Term.

### **2. Termination for Cause**

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

### **3. Transition Services**

Provided that this Agreement has not been terminated by VENDOR due to MnCCC's failure to pay any undisputed amount due VENDOR, VENDOR will provide to MnCCC and/or to any future vendor selected by MnCCC (hereinafter "Successor") assistance reasonably requested by MnCCC to effect the orderly transition of the Services (hereinafter "Transition Services"), in whole or in part, to MnCCC or to Successor following the termination of this Agreement, in whole or in part. Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from VENDOR to MnCCC or Successor; (b) if required, transferring the Subscriber Data to Successor; (c) using commercially reasonable efforts to assist MnCCC in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by VENDOR in connection with the Services; (d) using commercially reasonable efforts to make available to MnCCC, pursuant to mutually agreeable terms and conditions, any third-party services then being used by VENDOR in connection with the Services; and, (e) such other activities as may be reasonably necessary or desirable to complete the transition, or such other services as the parties may agree.

Notwithstanding the foregoing, should MnCCC terminate this Agreement due to VENDOR's material breach, MnCCC may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services, and this Section shall expressly survive the termination of this Agreement, until all Transition Services have been successfully provided.

### **3. Payments Upon Termination**

Within thirty (30) days following the termination of this Agreement MnCCC shall pay to VENDOR all undisputed amounts due and payable hereunder, if any, and VENDOR shall pay to MnCCC all amounts due and payable hereunder, if any. Should this Agreement be terminated for cause or convenience prior to the expiration of the Initial Term or Renewal Term, any amounts due and payable shall be equitably prorated.

### **2. Return of Subscriber Data**

Upon the termination of this Agreement VENDOR shall, within one (1) business day following the termination of this Agreement, provide MnCCC without charge and without any conditions or contingencies whatsoever (including, but not limited to, payment of any fees due to VENDOR), with a final copy of the source code of the most current software version, and all then-current documentation. VENDOR shall also certify to MnCCC the destruction of any/all data or software versions within the

possession or control of VENDOR, but such destruction shall occur only after the current version source code has been returned to MnCCC and verified as fully functional. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR ~~Systems~~ *Gen 2017 RA*  
By: *[Signature]*  
Title: President  
Date: 10/18/2017

MnCCC  
By: *[Signature]*  
Title: Board Chair  
Date: October 12, 2017

MnCCC  
By: *[Signature]*  
Title: Executive Director  
Date: October 12, 2017

MnCCC  
By: *Terri L. Janssen*  
Title: County Attorney User Group Chair  
Date: 10-18-17

**ATTACHMENT A**

**MCAPS Support Agreement Fee Schedule:** MnCCC will pay STI a quarterly fee as described in the "MCAPS Support Fee Schedule" table below for all support services described in section II.A.-D. If the total support hours in any quarter exceeds 432 hours, STI will be compensated for the additional hours on a time and materials basis in quarter hour increments computed at the applicable hourly rate. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Infrastructure Modernization Hours. If the total support hours are less than 432 hours in any one-quarter, MnCCC will receive an hour-for-hour credit up to 72 hours, computed at the rates in the "MCAPS Support Fee Schedule". These hours will be banked and will be used at the discretion of the MCAPS Executive Committee or credited against future support overages. The quarterly fee and support hours requirements may be adjusted annually by mutual agreement of both parties in a Work Order format.

The MCAPS Support Fee Schedule:

<b>Contract Year</b>	<b>Annual Support Fee</b>	<b>Quarterly Support Fee</b>	<b>Hourly Rate for Billable Enhancements and Project Work</b>
Year 1	\$450,000	\$112,500.00	\$165.00
Year 2	\$463,500	\$115,875.00	\$170.00
Year 3	\$477,405	\$119,351.25	\$175.00
Year 4	\$491,727	\$122,931.75	\$180.00
Year 5	\$506,479	\$126,619.75	\$185.00

Other Fees/Reimbursements:

- Travel time hourly rate is 1/2 of the applicable billable rate.
- For the contract term, STI's incurred mileage would be reimbursable at the appropriate annual IRS approved rate.
- All other travel expenses would be reimbursed at cost.
- Onsite fee for installation work is a minimum of four (4) hours.

## ATTACHMENT B

### Service Level Agreement (SLA) Obligations and Procedures – MCAPS Support

This Agreement defines the SLA requirements referred in the Agreement for all Included Support Services as identified in Section II thereof.

#### Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into VENDOR's support tracking system and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
  - Severity 1: Critical Business Impact** - MCAPS system is not accessible
  - Severity 2: Significant Business Impact** – An MCAPS component is unavailable to users
  - Severity 3: Some Business Impact** - MCAPS system is fully available, but a significant issue is causing delays or workarounds
  - Severity 4: Minimal Business Impact** - MCAPS system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- STI will assign initial severity, a MCAPS user can adjust severity designation with MnCCC's approval.
- Response Time Goals:
  - Severity 1** – Within one hour for initial response, with all available VENDOR resources to support until MCAPS system is up and running again. VENDOR resources will work 7 days a week, 24 hours a day until all Severity 1 issues are solved. VENDOR will provide regular updates to the MCAPS user on the status and resolution of Severity 1 issues. MnCCC and the affected MCAPS user shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update notification shall occur every 4 hours until the issue is resolved.
  - Severity 2** – Within two hours for initial response, subject to ongoing Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and VENDOR management-personnel is required after 20 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

**Severity 3** – Within four hours for initial response, subject to ongoing Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and client personnel is required after 60 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

**Severity 4** – Within eight hours for initial response, subject to ongoing Severity 1, 2 and 3 priorities. VENDOR will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved to MnCCC's satisfaction within three months. After three months escalation of the issue must be made to MnCCC, and the affected MCAPS user.

#### **Hours of Service**

VENDOR Support for MCAPS will be staffed and available from 8:00 A.M. to 5:00 P.M. central time, Monday through Friday, excluding federal government holidays, day after Thanksgiving, or other holidays as established.

#### **Boundaries of Service**

The focus of VENDOR's support is the MCAPS systems and while many other factors can affect the availability and performance of MCAPS, VENDOR will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by MCAPS support services may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to MCAPS
- Microsoft core operating systems, except as related to Microsoft standard updates that MCAPS must operate under/or with.
- Billable services from VENDOR (for a project outside of MCAPS Support Agreement)

Examples of services not covered under the MCAPS Support Agreement:

- 3<sup>rd</sup> party software fees or support unless the 3<sup>rd</sup> party software is part of the MCAPS application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (servers), except as related to standard updates that MCAPS must operate under / or with.

- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to standard updates that MCAPS must operate under / or with.
- MCAPS user's network remote connection issues.
- Issues controlled by State of Minnesota (other than modifications required to conform MCAPS to applicable Minnesota law compliance requirements).
- Issues caused or initiated by county/agency that impact MCAPS that require VENDOR assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-MCAPS applications or other user systems.
- Future 3<sup>rd</sup> party fees (if any) for what is currently "freeware" embedded within MCAPS (i.e. need examples, etc.) These must be identified ASAP by VENDOR by a written report supplied to MnCCC within 90 days of contract signing.

### **Customer Responsibilities**

- MCAPS users will support their own requests for support with timely communication during and after problem resolution.
- MCAPS users will provide a high speed remote access capability to VENDOR, as needed, to help resolve support issues. VENDOR agrees to follow the individual and user requirements for this connectivity.
- MCAPS users will beta test releases and sign off prior to general release, unless the beta testing requirement is expressly waived for a specific release by the County Attorney Executive Committee or committee authorized by the County Attorney User Group Executive Committee.
- Users need to supply as much detail of the issue to the VENDOR help desk as possible. Examples of information needed is:
  - Knowing if the issue is isolated, or happening multiple times and to different MCAPS users.
  - If the problem can readily be recreated, knowing the specific steps that caused the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with VENDOR.
  - Sharing screen shots of issue, or error code.

## Reporting

- VENDOR will provide MnCCC approved reports to MnCCC concerning the following aspects of MCAPS Support. These reports shall be supplied at least monthly, or on a different schedule mutually agreed to by MnCCC, and VENDOR
  - Volume of Support Issues (new vs. resolved).
  - Resolution Type for Support Issues.
  - Volume of Issues by reporting agencies.
  - Trends in support.
  - Severity 1, 2, 3, 4 issues reported/resolved.
  - "Bugs" fixed/pending.
  - Enhancements completed/pending.
  - Modernization activities status and hours usage.

**ATTACHMENT C  
Sample Work Order**

**MCAPS Work Order  
(PROJECT TITLE)  
Work Order Number: (insert number)**

**Objective:** (describe project objective)

**Scope of Services:** (describe project scope, including things that are and are not included)

**Deliverables:** (describe deliverables to be provided upon completion)

**Description of Work to be Performed:**

**Software Version to be Enhanced:** (starting point version)

**Design Process:** (describe the process by which the project will be designed, including the number of hours expected)

Design Process Completion Date:

**Development Process:** (describe the development process, including the number of hours expected)

Development Completion Date:

**Testing Process:** (describe the testing process)

**Alpha Testing:** (describe the alpha testing process, including the number of hours expected)

Alpha Testing Completion Date:

**Beta Testing:** (describe the beta testing process, including any hours expected)

Beta Testing Completion Date:

**Documentation:** (describe the documentation process, including the number of hours expected)

**Reporting:** (describe the schedule of status and other reports for this project)

**Acceptance Criteria:**

The completion date for this project is (insert project completion date). On or before that date the following acceptance criteria shall have been met:

1. (insert project specific criteria)
2. All beta testers have signed off that the objective has been met and any/all bugs and errors have been resolved.
3. Any herein described documentation received by MnCCC.
4. VENDOR accounting of hours and other costs received by MnCCC.

**Costs and Payment Terms:**

**Costs:**

(insert project costs)

Maximum costs for this Work Order are described herein and no additional costs shall be authorized without an amendment to this Work Order. Any additional design, development and/or testing hours required to meet the specified scope that are not herein described shall be at VENDOR's expense.

**Payment Terms:** VENDOR shall receive 25 percent of the payment of the anticipated costs upon approval of this Work Order. VENDOR shall receive payment of all remaining costs based on meeting defined project deliverables up to the total amount described in this Work Order.

The parties agree to this Work Order. Changes to this Work Order can only be made by mutual consent, documented in writing and signed by the parties.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature  
Executive Committee Chair

\_\_\_\_\_

Date

\_\_\_\_\_

Signature  
MnCCC

\_\_\_\_\_

Date

\_\_\_\_\_

Signature  
VENDOR

009577/921105/2546536\_2



## Election Equipment Policy

Roseau County will purchase election equipment and pay annual service & maintenance fees for:

1. Townships voting in combined Polling Places.
2. Cities with more than 200 registered voters on June 1 of an election year.

All costs of purchasing election equipment and annual service & maintenance fees will be reimbursed to the County by:

1. Any township that opts to hold elections at a stand-alone Polling Place.
2. Any city with less than 200 registered voters on June 1 of an election year that opts to hold elections at a stand-alone Polling Place.

# Proposal for Combined Polling Places

Roseau County has 44 precincts

## 2016 General Election

25 precincts voted at 17 Polling Places (12 stand-alone Townships and 4 combined Polling Places)

19 precincts voted by Mail-Ballot

## 2017 Currently

22 precincts vote at 15 Polling Places (10 stand-alone Townships and 4 combined Polling Places)

22 precincts vote by Mail-Ballot

## 2018 Proposal – Combined Polling Places

22 precincts vote at 7 Polling Places (0 stand-alone Townships and 7 combined Polling Places)

22 precincts vote by Mail-Ballot

The 10 current stand-alone Townships can either combine Polling Places or change to Mail-Ballot:

- |              |               |
|--------------|---------------|
| 1. Cedarbend | 6. Laona      |
| 2. Enstrom   | 7. Malung     |
| 3. Falun     | 8. Moranville |
| 4. Hereim    | 9. Soler      |
| 5. Lake      | 10. Spruce    |

### Combined Polling Places:

Cedarbend, Laona, Moranville combine into 1 Polling Place

Enstrom, Falun, Malung combine into 1 Polling Place

Hereim combine with Greenbush & Dewey (Polling Place: Greenbush)

Lake combine with Warroad (Polling Place: Warroad)

Soler combine with Badger & Moose (Polling Place: Badger)

Spruce combine with Roseau, Jadis & Ross (Polling Place: Roseau)

If any of the above 10 townships opt to change to Mail-Ballot, these combined Polling Place options could change.

If any of the above 10 townships opt to remain as stand-alone Polling Places, the County has the option of passing a Resolution stating that the County will buy equipment and pay annual service fees for combined Polling Places and cities with more than 200 registered voters. Any precinct not voting at a combined Polling Place, or cities with fewer than 200 registered voters, must reimburse the County for equipment costs and annual service fees.

- Statute 204B.45 states that any city with more than 400 registered voters on June 1 of an election year, and not located in a metropolitan county, cannot vote by mail, making Greenbush, Roseau, and Warroad ineligible to be Mail-Ballot precincts. Therefore, we are proposing to use the minimum number of 200 registered voters to include the City of Badger.

## 2018 Election Voting Equipment Grant

### Roseau County has 44 precincts

The Minnesota legislature has allocated \$7 million in grant money for the purchase of Election Equipment and e-pollbooks.

- All grants awarded must be matched by the County
- Deadline to apply is December 15, 2017
  
- Grant amounts are determined based on the # of precincts (4,120 statewide)
- If the applications submitted exceed the \$7 million allocated, the grant amount will be proportionally reduced:
  - Maximum possible grant is \$5,000 per precinct (44 x \$5,000 = \$220,000 grant/\$220,000 County)
  - Minimum possible grant is \$1,699 per precinct (44 x \$1,699 = \$74,756 grant/\$74,756 County)

(The following numbers are using the scenario that minimum Grant Dollars are available)

<b><u>If the County Board adopts the proposed Election Equipment Policy, and all of the current 10 stand-alone Townships opt to remain as stand-alone, the following is the cost to the County and 10 Townships:</u></b>							
<i>15 Polling Places (10 stand-alone Townships and 4 combined Polling Places)</i>							
<u># of DS 200 machines</u>	<u>Location</u>	<u>Cost/unit</u>	<u>Total Cost</u>	<u>Grant</u>	<u>Total Local Match</u>	<u>County Match</u>	<u>Township Reimburse to County</u>
15	Polling Places						
2	Mail-Ballot/Absentee-Ballot (Courthouse)						
1	Back-up machine						
<b>18</b>		\$ 6,000	\$ 108,000	\$ 37,378	\$ 70,622	\$ 30,000	\$ 40,622
<u># of Express Vote machines</u>							
15	Polling Places						
2	Mail-Ballot/AB (Courthouse)						
1	Back-up machine						
<b>18</b>		\$ 3,500	\$ 63,000	\$ 37,378	\$ 25,622	\$ 17,500	\$ 8,122
	<b>TOTALS</b>		<b>\$ 171,000</b>	<b>\$ 74,756</b>	<b>\$ 96,244</b>	<b>\$ 47,500</b>	<b>\$ 48,744</b>

<b><u>If all of the current 10 stand-alone Townships opt to change to the proposal for combining Polling Places, the following is the cost to the County:</u></b>							
<i>22 precincts vote at 7 Polling Places (0 stand-alone Townships and 7 combined Polling Places)</i>							
<u># of DS 200 machines</u>	<u>Location</u>	<u>Cost/unit</u>	<u>Total Cost</u>	<u>Grant</u>	<u>Total Local Match</u>	<u>County Match</u>	<u>Township Reimburse to County</u>
7	Polling Places						
2	Mail-Ballot/Absentee-Ballot (Courthouse)						
1	Back-up machine						
<b>10</b>		\$ 6,000	\$ 60,000	\$ 30,000		\$ 30,000	
<u># of Express Vote machines</u>							
7	Polling Places						
2	Mail-Ballot/AB (Courthouse)						
1	Back-up machine						
<b>10</b>		\$ 3,500	\$ 35,000	\$ 17,500		\$ 17,500	
	<b>TOTALS</b>		<b>\$ 95,000</b>	<b>\$ 47,500</b>		<b>\$ 47,500</b>	

November 15, 2017

----draft-----to send to current stand-alone 10 townships

Dear Township Official,

During the 2017 legislative session, funds were made available for Counties to replace Election Equipment, with matching funds paid by the County. Your Township currently utilizes election equipment purchased and maintained by Roseau County.

In an effort to reduce costs, Roseau County is implementing an Election Equipment Policy, see enclosed copy. As part of this policy, your Township is being asked to either combine polling places or change to a Mail-Ballot precinct. See the enclosed Proposal for Combined Polling Places. Please note that these combinations are subject to change, depending on what the 10 current stand-alone Townships decide. If your Township agrees to the Proposal, all costs will be paid by the County.

Your Township can opt to remain as a stand-alone Township/precinct. However, your Township will be required to reimburse the County for its costs of purchasing new equipment and subsequent annual service & maintenance fees:

1. The cost of the DS200 ballot counter is \$6,000 (\$3,000 grant/\$3,000 Township reimburse County).
2. The cost of the Express Vote machine is \$3,500 (\$1,750 grant/\$1,750 Township reimburse County).
3. Annual service fees are \$322.50 (Township reimburses County every year, fees are subject to change).

Also included with this letter is a sample Mail Ballot resolution. If you would like additional information regarding mail balloting, please call the Auditor's Office.

If I can be of assistance by attending your next Township Board meeting, please do not hesitate to call me.

Sincerely,

Martie Monsrud  
Roseau County Auditor

Enclosures: Election Equipment Policy  
Proposal for Combined Polling Places  
Mail Ballot resolution







**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 XXXXXX, seconded by Commissioner XXXXXX and carried unanimously to adopt the following Resolution:

2017-11-02

WHEREAS, the U.S. Customs and Border Patrol (CBP) have decided to reduce the hours at both the Roseau, MN and Lancaster, MN Ports of Entry, effective January 7, 2018;

WHEREAS, the CBP appears to have based their decision only on the number of vehicles using the Ports during the hours that are going to be reduced;

WHEREAS, the CBP did not consider any economic, cultural, or public safety factors when making their decision;

WHEREAS, CBP made their decision first, and then decided to hold public information meetings; rather than soliciting public information prior to making a decision;

WHEREAS, the Roseau and Lancaster Ports rank 8<sup>th</sup> and 12<sup>th</sup> in usage throughout the Pembina Port District, (there are 25 Ports in the Pembina District);

WHEREAS, the Cities of Roseau and Lancaster's commerce is dependent on easy flow back and forth across the border with our Canadian neighbors;

THEREFORE BE IT RESOLVED, the Roseau County Board of Commissioners officially opposes the decision to reduce the hours at the Roseau and Lancaster Ports of Entry;

BE IT FURTHER RESOLVED that the County Board requests that the CBP rescind its action to reduce the hours at both Ports, perform a comprehensive economic impact analysis of all of the Ports in the Pembina District, and include community input into the process so that the best outcome can be achieved.

STATE OF MINNESOTA     )  
  ) ss  
COUNTY OF ROSEAU     )

I, Jeff Pelowski, County Coordinator in and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on November 14, 2017.

(SEAL)

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



**Roseau County Board  
October 2017 Meetings**

**Glenda A. Phillippe  
District One**

**October 24: Roseau County Board – Roseau  
October 24: Highway Department – Roseau  
October 25: Warroad Community Ed – Warroad  
October 26: Joint Ditch Authority – Baudette  
November 3: AMC Training – TRF  
November 7: Operations – Roseau  
November 7: COW – Roseau  
November 8: MN Statewide Health Improvement Partnership – Warroad  
November 8: Team EPIC – Warroad  
November 10: Warroad Community Park Phase III – Warroad  
November 13: Warroad City Council - Warroad  
November 14: Roseau County Board – Roseau**

## **JACK SWANSON COMMITTEE REPORTS**

OCTOBER 25, 2017 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT II FALL MEETING (BEMIDJI)

OCTOBER 25, 2017 - ROSEAU ECONOMIC DEVELOPMENT AUTHORITY

OCTOBER 26, 2017 - ASSOCIATION OF MINNESOTA COUNTIES DISTRICT III FALL MEETING (MAHNOMEN)

OCTOBER 27, 2017 - LAW LIBRARY MEETING; considering merger with Lake of the Woods County Law Library

OCTOBER 31, 2017 - ASSOCIATION OF MINNESOTA COUNTIES PUBLIC LANDS WORKING GROUP (ST CLOUD); completed report and recommendations for AMC Natural Resources Policy Committee

NOVEMBER 1, 2017 - COMMUNITY JUSTICE COORDINATING COMMITTEE; domestic violence discussion

NOVEMBER 2, 2017 - U.S. CUSTOMS AND BORDER PROTECTION TOWN HALL MEETING; on plan to reduce hours at Roseau and Lancaster Ports of Entry

NOVEMBER 3, 2017 - ASSOCIATION OF MINNESOTA COUNTIES REGIONAL TRAINING WORKSHOP; w/ Dr Jody Janati on relationship building

NOVEMBER 6, 2017 - ROSEAU CITY COUNCIL

NOVEMBER 7, 2017 - OPERATIONS COMMITTEE

NOVEMBER 7, 2017 - COMMITTEE OF THE WHOLE

NOVEMBER 8, 2017 - ROSEAU CONVENTION & VISITORS BUREAU

NOVEMBER 8, 2017 - NATIONAL ASSOCIATION OF COUNTIES COMMUNITY WORKFORCE AND ECONOMIC DEVELOPMENT COMMITTEE TELECONFERENCE

NOVEMBER 9, 2017 - TEAM 'EPIC'