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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 December 12, 2017, at **5:00 p.m.**, in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**5:00 Call to Order**

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

**5:05 Delegations/Board Appointments/Public Comments\***

**5:10 Consent Agenda**

1. November 28, 2017 Board Proceedings
2. Advertisement for Bids - 2018 Publishing
3. Two Rivers Watershed District Resolution
4. Snowmobile Safety Enforcement Grant
5. Advertisement to Hire - Regular Part-time Deputy

**5:15 Department Reports**

1. Recorder
  - a. Property Records Technology and Information Subscription Agreement
2. Auditor
  - a. Office of State Auditor Engagement Letter
3. Highway
  - a. MnDOT Federal Participation in Construction Agreement

**5:30 County Board Items**

1. 2018 County Board Meeting Schedules
2. 2018 Commissioner Salary and Per Diem Policy
3. 2018 Appropriations
4. 2018 Ditch Levies and Budgets
5. Commissioner Committee Reports

**6:00 County Budget Meeting**

**6:30 County Board Items (Continued)**

6. 2018 Property Tax Levy
7. 2018 Budget

**7:00 Unfinished Business**

**7:00 Adjourn**

**\*Limited to five minutes**



# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

November 28, 2017

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, November 28, 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 Phillippe, Jack Swanson and Russell Walker. Others present were Martie Monsrud, Sue Grafstrom, and Ann Marie Miller.

## APPROVAL OF AGENDA

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

## COMMENTS AND ANNOUNCEMENTS

Commissioner Swanson reminded the Board that the AMC Annual Conference begins on Sunday, December 3<sup>rd</sup> and will conclude on Tuesday, December 5<sup>th</sup>. In addition, Commissioner Swanson inquired as to whether or not the Budget Hearing (scheduled for December 12<sup>th</sup>) should be incorporated into the Regular Board meeting on December 12<sup>th</sup>. This would allow the Board the ability to finalize the budget and levy. The Board, by consensus, agreed to incorporate the Budget Hearing into the regular Board meeting Agenda.

## APPROVE BILLS

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

### Warrants Approved For Payment 11/16/2017

<u>Vendor Name</u>	<u>Amount</u>
BLOOMING VALLEY SERVICES	2,050.00
CO-OP SERVICE INC	2,805.59
DW MECHANICAL-DBA	8,995.50
IMPACT	3,900.00
MN DEPT OF FINANCE -TREAS	2,457.00
NORTHWOODS HEATING & COOLING	21,150.00
ROSEAU CITY	8,864.60
ROSEAU ROOFING & REMODELING	7,159.00
19 Payments less than 2,000.00	8,624.88
<b>Final Total:</b>	<b>66,006.57</b>

### Warrants Approved For Payment 11/22/2017

<u>Vendor Name</u>	<u>Amount</u>
KB BOBCAT SERVICE-DBA	4,650.43
12 Payments less than 2,000.00	6,678.38
<b>Final Total:</b>	<b>11,328.81</b>

### Warrants Approved On 11/28/2017 For Payment 12/01/2017

<u>Vendor Name</u>	<u>Amount</u>
ANDREW J STOSKOPF TRUCKING INC	5,510.00

CDW GOVERNMENT INC	4,508.00
GARTNER REFRIGERATION CO	11,885.86
LIFECARE MEDICAL CENTER-HOME HEALTH	3,163.78
MSOP-MN SEX OFFENDER PROGRAM-D	4,612.80
R & Q TRUCKING INC	2,175.49
UNIVERSITY OF NORTH DAKOTA	3,035.73
VANGUARD APPRAISALS, INC	40,599.00
46 Payments less than 2,000.00	12,590.24
<b>Final Total:</b>	<b>88,080.90</b>

In addition, the Board approved forthwith payments to R & Q Trucking, in the amount of \$3,122.61 for beaver dam removal on JD61; to Charles Heath, in the amount of \$350.00 for beaver removal on JD63; to Leland Hendrickson, in the amount of \$100.00 for beaver removal on CD20; to Blooming Valley Services, in the amount of \$250.00 for beaver dam removal on CD17; and, to Eugene Ehrke, in the amount \$350.00 for beaver dam inspection, dam removal and beaver removal on SD91.

## **CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Phillippe, seconded by Commissioner Falk, and carried unanimously. The Board, by adoption of its Consent Agenda, approved the November 14, 2017 Regular Board Meeting Proceedings;

## **DEPARTMENT REPORTS**

### Auditor - Tax Forfeited Land Sales Terms and Conditions

Auditor Monsrud met with the Board to request approval of the Terms and Conditions for the Tax Forfeited Land Sale to take place on December 19, 2017, at 1:00 p.m. In addition, Auditor Monsrud is requesting approval of the list of parcels and their basic sale prices. A motion to approve the Tax Forfeited Land Sale Terms and Conditions and the list of parcels with basic sale prices, was made by Commissioner Walker, seconded by Commissioner Swanson and carried unanimously. A copy of the Tax Forfeited Land Sale Terms and Conditions along with a list of parcels and their basic sales prices is available in the Auditor's Office.

## **COUNTY BOARD ITEMS**

### **COMMISSIONER COMMITTEE REPORTS (November 14, 2017 - November 28, 2017)**

Commissioner Falk reported on the following committee(s): Highway Committee; Red River Basin Commission; Extension Committee; Social Services Board; Joint Powers Natural Resource Board.

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

Commissioner Phillippe reported on the following committee(s): Highway Committee; NextGen 911; Household Hazardous Waste Committee; Lake Township Board; Social Services Board; Warroad City Council; Warroad Community Park Board.

Commissioner Swanson reported on the following committee(s): Highway Committee; Northwest Minnesota Housing and Redevelopment Authority; Community Housing Development Organization; Roseau School Board; Social Services Board; Association of Minnesota Counties Executive Committee.

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

Upon motion carried, the Board adjourned the regular meeting at 9:50 a.m. The next regular meeting of the Board is scheduled for December 12, 2017 at 5:00 p.m.

Attest:

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

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

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

DRAFT



## CALL FOR BIDS

Sealed bids will be received by Martha Monsrud, Roseau County Auditor, 606 5<sup>th</sup> Avenue SW Room 160, Roseau, MN 56751-1477, on behalf of the Roseau County Board of Commissioners, until 4:00 p.m., on Monday, January 8, 2018, for the following publications:

1. **OFFICIAL COUNTY NEWSPAPER:**

Publication of the County Board Proceedings,  
Publication of all legal notices of the county,  
Publication of the 1st publication of the 2017 Financial Statement Summary  
Publication of the List of Delinquent Taxes (2), all pursuant to Minnesota Statutes 375.12, 375.17, 279.05, 279.06, 279.07, 279.08 and 279.09.

2. **SECOND PUBLICATION OF THE 2017 FINANCIAL STATEMENT SUMMARY PURSUANT TO MINNESOTA STATUTES 375.17.**

The bidders must comply with the legal requirements of Minnesota Statutes, Chapter 331A, and the legal requirements for publication of this material, and the bidders should make themselves familiar with these requirements.

Bids must be submitted on the form provided by the Roseau County Auditor's Office and shall comply with the publication specifications included with the bid packet.

The words "*Bid for Publishing*" must be written on the outside of the bid envelope.

The Roseau County Board reserves the right to reject any and all bids and to waive any irregularities in the bidding process.

Dated at Roseau, Minnesota, this 12th day of December 2017.

/s/ Martha Monsrud  
Martha Monsrud  
Roseau County Auditor

(SEAL)







**STATE OF MINNESOTA  
GRANT CONTRACT  
Snowmobile Safety Enforcement Grant  
Fiscal Years 2018 and 2019**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and **Roseau County Sheriff's Office, 604 Fifth Avenue SW, Roseau, MN 56751** ("GRANTEE").

**Recitals**

1. Under Minn. Stat. 84.026 and Laws of Minnesota 2017, Chapter 93, Section 3, Subdivision 6, the State is empowered to enter into this grant.
2. The State is in need of local government assistance, providing reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract**

**1 Term of Grant Contract**

**1.1 Effective date:**

November 15, 2017, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

**1.2 Expiration date:**

June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible Snowmobile Safety Grant Enforcement activities, including one or more of the following:

- Grantee staff time to participate in Snowmobile Safety activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any related law, rule or regulation is **MANDATORY**;
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;

- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Snowmobile Safety Enforcement work;
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

### 3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### 4 Consideration and Payment

#### 4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### (a) Compensation

The Grantee will be paid up to **\$4,736.00** in state fiscal year 2018, for expenses incurred between the effective date of the grant and June 30, 2018, and **\$4,736.00** in fiscal year 2019, for expenses incurred between July 1, 2018, and June 30, 2019, as determined by the grant funding formula.

##### (b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$9,472.00**.

#### 4.2 Payment

Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

**(a) Invoices for state fiscal year 2018 must be submitted before June 30, 2019. Invoices for state fiscal year 2019 must be submitted before June 30, 2020. Only submit ONE invoice for the total expenses incurred during each state fiscal year.**

#### 4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

**(a)** If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$4,736.00** prior to July 1, 2018.

Eligible reimbursement costs may not exceed **\$4,736.00** prior to July 1, 2019.

## 6 Authorized Representative

The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, [chuck.niska@state.mn.us](mailto:chuck.niska@state.mn.us), or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Amy Carlson or Steven Gust, Roseau County Sheriff's Office, 604 Fifth Avenue SW, Roseau, MN 56751**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

### **7.1 Assignment**

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

### **7.2 Amendments**

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

### **7.3 Waiver**

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

### **7.4 Grant Contract Complete**

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

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

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

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature;
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15 Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05*

Signed: Gerard Mue

Date: 11/17/17

SWIFT Contract Number: 134880

Purchase Order Number: 3000124873

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Steve Guro

Title: SWIFT

Date: Dec. 5, 2017

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

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

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

**3. STATE AGENCY**

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

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

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

Distribution:

- Agency
- Grantee
- State's Authorized Representative







**ROSEAU COUNTY PROPERTY RECORDS TECHNOLOGY  
AND INFORMATION SUBSCRIPTION AGREEMENT**

THIS AGREEMENT is between the COUNTY OF ROSEAU, a political subdivision of the State of Minnesota ("COUNTY"), and (insert full legal name and mailing address)

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\_\_\_\_\_ ("SUBSCRIBER");

The parties hereto agree as follows:

1. SUBSCRIPTION

COUNTY hereby grants to SUBSCRIBER a nonexclusive, nontransferable, limited license to access Land Record Information provided by COUNTY, including but not limited to land records, index information, images of recorded documents and Torrens Certificates of Title ("Information"), as accessed through a web application developed through the authority contained in Minnesota Statutes § 375.85, including but not limited to any computer programs, applications, web applications, utilities, middleware, hardware, and/or other related technology ("Application") (hereinafter the Information and Application may collectively be referred to as the "System"). As applicable, references herein to SUBSCRIBER shall include SUBSCRIBER'S personnel, including but not limited to directors, officers, employees, subcontractors, partners, personnel, volunteers and all other agents and representatives directly or indirectly connected to SUBSCRIBER or performing services on behalf of SUBSCRIBER, as well as SUBSCRIBER'S parents, subsidiaries and affiliates and their personnel (hereinafter collectively referred to as "Personnel"). SUBSCRIBER agrees that it will be responsible for any breach of this Agreement by Personnel.

2. PASSWORDS

Only Personnel performing under a written agreement which acknowledges the individual's obligations hereunder may be authorized to use the System. SUBSCRIBER shall identify authorized users eligible to receive an Application password. SUBSCRIBER shall safeguard, protect and keep private and secure

all access passwords given to SUBSCRIBER. Neither SUBSCRIBER nor SUBSCRIBER'S personnel shall release passwords to any unauthorized individual. SUBSCRIBER agrees to be responsible for any and all damages caused as a result of unauthorized use of the access password(s) by any authorized or unauthorized individual.

Each authorized user shall be assigned a unique password. Only identified users may use their assigned password. SUBSCRIBER shall immediately notify COUNTY of Personnel no longer employed or affiliated or acting on behalf of SUBSCRIBER, whereupon COUNTY shall inactivate applicable passwords. New Personnel must get a new password. Sharing a password is a violation of this Agreement for which COUNTY may immediately terminate this Agreement without any refund of the subscription fee.

### 3. TERMS AND CONDITIONS OF USE

Access to and use of the Application and Information is subject to the terms and conditions contained in this Agreement, COUNTY'S then current computing environment security policies and the terms and conditions of use posted on COUNTY'S internet site ("Terms of Use"). COUNTY reserves the right to change, amend or modify any and all Terms of Use without notice to SUBSCRIBER. Any such change, modification or amendment shall be effective upon posting on COUNTY'S internet site. By accessing and continued use of the Application and/or Information, SUBSCRIBER agrees to be bound and abide by the then current Terms of Use.

SUBSCRIBER is solely responsible for accessing the System, retrieving applicable information and managing the information including the costs of accessing, retrieving and storing the same (as applicable).

SUBSCRIBER shall acquire no right, title or interest in the Application or any Information. SUBSCRIBER may use the Application and Information exclusively for SUBSCRIBER'S internal business which may include internal searching, referencing and displaying of the Information. SUBSCRIBER shall establish and maintain safeguards against unauthorized access to Information. SUBSCRIBER shall use, control and safeguard the Information in compliance with the terms of this Agreement and the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA). SUBSCRIBER agrees that neither SUBSCRIBER nor any SUBSCRIBER Personnel shall use, disclose, sell, market, distribute or otherwise make available the Information during the term of this Agreement or at any time thereafter except as required by law or with COUNTY'S express written consent. The terms of this provision shall survive cancellation and/or termination of this Agreement.

SUBSCRIBER shall not access the Information by any means other than the Application including but not limited to scraping, robots, wanderers, crawlers,

spiders, etc. (as those terms are understood in the information technology community).

COUNTY reserves the right, in its sole discretion, to suspend or terminate SUBSCRIBER'S access to the Application and Information at any time for any reason without prior notice or liability.

4. RESERVATION OF RIGHTS

SUBSCRIBER acknowledges and agrees that the System is a creative selection, coordination, arrangement and/or method of arrangement which is identified as being subject to copyright and/or patent protection. As between the parties, SUBSCRIBER agrees that COUNTY owns and reserves all rights, protection and benefits afforded under intellectual property law, including but not limited to copyright, patent, trade secret and other laws related to proprietary rights. SUBSCRIBER will abide by all relevant laws, rules, regulations and decisions which afford protection to COUNTY for the same.

By subscribing hereunder, SUBSCRIBER acknowledges and agrees that (i) it has requested enhanced remote access from COUNTY, within the meaning of Minn. Stat. § 13.03, subd. 3(b), to certain data developed, generated, compiled and stored by COUNTY; (ii) the information, both in its raw and enhanced form, contemplated and provided to SUBSCRIBER pursuant to this Agreement has commercial value within the meaning of Minn. Stat. § 13.03, subd. 3(d); (iii) the System is a creative selection, coordination, arrangement and/or method of arrangement of data which is identified as being subject to copyright and/or patent protection; (iv) the System is developed computer software under Minn. Stat. § 375.85; and (v) access to both the Information and the Application has been enhanced in order to provide this service because COUNTY does not provide the public internet access to the Application or the Information or the Application's functionality, the System is available beyond normal COUNTY business hours, COUNTY has had to develop the technological means to provide remote access that is different and unique in comparison to how data is stored and accessed in the normal course of its governmental operations and the Information has been enhanced to a format that allows secure access through a web-based application.

5. FEEES FOR ACCESS AND SERVICE.

As payment for the System, SUBSCRIBER shall pay the amounts set forth in Exhibit 1.

COUNTY reserves the right to change, amend or modify any and all pricing terms pursuant to applicable law. Any such change, modification or amendment shall be effective for the next billing period after the change is posted on COUNTY'S internet site. By accessing and continued use of the Application

and/or Information, SUBSCRIBER agrees to be bound and abide by the then current pricing terms.

6. PAYMENT

The SUBSCRIBER shall maintain an escrow account for payment of all charges. Upon the commencement of each billing cycle, the SUBSCRIBER'S escrow account shall be reduced by the amount of all applicable charges as set forth in Exhibit 1. Charges are exclusive of sales, use and other taxes, which are the responsibility of the SUBSCRIBER. If such payment is unavailable in the SUBSCRIBER'S escrow account, the SUBSCRIBER'S remote access to the COUNTY'S database may be discontinued. SUBSCRIBER shall arrange and be responsible for its own internet, ISP and other connection and communication charges.

7. PRIVACY STATEMENT: TENNESSEN WARNING

SUBSCRIBER acknowledges and agrees that to facilitate service and access to data, under Minn. Stat. § 13.05, subd. 12, SUBSCRIBER has agreed to provide certain identifying information. SUBSCRIBER further acknowledges and agrees that any such information is provided voluntarily and that COUNTY may not require disclosure, but that refusal to disclose means that the requested service cannot be provided.

COUNTY respects the privacy of its subscribers. Therefore, except as provided herein, COUNTY does not intend to monitor, edit, or disclose the content of any email or other communication with COUNTY through the System unless necessary in the course of normal maintenance and operation of the System, or unless required to do so by law or in the good faith belief that such action is necessary to (i) comply with the law or comply with legal process served on COUNTY; (ii) protect or defend the rights or property of COUNTY, including but not limited to administration of the terms of this Agreement; or (iii) to further legitimate law enforcement investigations or efforts. SUBSCRIBER remains solely responsible for the information provided through the System, regardless of the content of the information.

All personal information collected by COUNTY is on a voluntary basis through data entry by SUBSCRIBER, System functionality or use of a registration form completed by SUBSCRIBER. COUNTY logs IP addresses, passwords, usage and other data related to SUBSCRIBER'S use of the System for system administration, operation, troubleshooting, compliance, contract administration and other COUNTY business related purposes. Generally, this information is collected through "traffic data" and may entail the use of IP addresses, passwords, other numeric codes used to identify your computer, web logs, request/response data or other data tracking SUBSCRIBER'S Application and Information activity.

8. DATA PRACTICES

SUBSCRIBER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. SUBSCRIBER agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from SUBSCRIBER'S officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. SUBSCRIBER agrees to promptly notify COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive cancellation or termination of this Agreement.

9. RECORDS - AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, SUBSCRIBER agrees that the County, the State Auditor, the Legislative Auditor or any of their 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 SUBSCRIBER and involve transactions relating to this Agreement. SUBSCRIBER shall maintain these materials and allow access during the period of the Agreement and for six (6) years after its termination or cancellation.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

COUNTY IS PROVIDING THE APPLICATION AND INFORMATION ON AN AS-IS BASIS WITH NO SUPPORT WHATSOEVER. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY REGARDING THE USE OF THE INFORMATION OR THE RESULTS THEREOF AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE PERFORMANCE OF THE APPLICATION, THE CODE, COMPUTERS OR COMPUTER SYSTEMS RELATED TO THE APPLICATION, THE COMMUNICATION OR CONNECTION TO THE APPLICATION, THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APPLICATION IS FREE OF HARMFUL CODE. SUBSCRIBER fully understands and agrees that (i) the

Application is subject to errors, omissions, delays or interruptions; and (ii) COUNTY may modify or change the Application or Information in a manner that may impact or restrict SUBSCRIBER'S access. In any such event, the COUNTY will not be liable for the cost of such changes or damages which may be sustained by SUBSCRIBER.

WITHOUT LIMITING THE FOREGOING, COUNTY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS OR THE CORRECT SEQUENCING OF THE INFORMATION OR THAT DEFECTS WILL BE CORRECTED. SUBSCRIBER fully understands and agrees that, except for COUNTY'S proprietary documents (i) the Information is provided by third-parties; (ii) COUNTY merely records and stores the Information; and (iii) COUNTY is not responsible for the content of the Information. SUBSCRIBER fully understands and agrees that the Information is subject to errors, omissions, delay or interruptions, including but not limited to (i) delays, errors or omissions in the receipt of the Information, (ii) changes, adjustments, corrections or modifications of the Information and (iii) that COUNTY may make modifications, changes and/or adjustments to the Information at any time and without notice to SUBSCRIBER.

IN NO EVENT SHALL COUNTY BE LIABLE FOR ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, LOSS OF BUSINESS OR ANY OTHER FINANCIAL LOSS OR ANY OTHER DAMAGES EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COUNTY'S SOLE LIABILITY AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES RELATED TO THIS AGREEMENT OR FOR ANY BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR APPLICATION OR INFORMATION NONPERFORMANCE, ERRORS OR OMISSIONS, SHALL BE LIMITED TO RESTORING OR CORRECTING THE APPLICATION OR INFORMATION AS IS REASONABLY POSSIBLE UNDER THE PERTINENT CIRCUMSTANCES.

SUBSCRIBER agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of SUBSCRIBER, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of SUBSCRIBER to perform any obligation under this Agreement.

11. TERMINATION

A. There shall be deemed to be a breach of this Agreement:

- (1) If SUBSCRIBER defaults, breaches or fails to comply with any term or condition, duty or obligation, expressly or impliedly contained herein.
  - (2) If SUBSCRIBER fails to use, control and safeguard the Information or any password.
  - (3) If SUBSCRIBER sells, assigns, shares, otherwise transfers this Agreement, The Application, the Information, any passwords, or any other rights, duties or obligations hereunder or attempts to do any of the aforesaid or permits any of the aforesaid to be done by anyone.
- B. In the event of SUBSCRIBER'S breach of this Agreement, as herein defined:
- (1) COUNTY may immediately cancel this Agreement.
  - (2) SUBSCRIBER shall be liable for all costs, damages and losses incurred by COUNTY on account of said breach and/or also in canceling or terminating this Agreement.
  - (3) All sums due and to become due hereunder, at COUNTY'S option, shall become payable forthwith.
  - (4) COUNTY may also enforce specific performance of the applicable covenants Of this Agreement by appropriate legal proceedings, as well as any other remedy herein provided. Should any legal proceedings be instituted by COUNTY to recover any monies due or to become due hereunder, and/or to recover other damages sustained by COUNTY on account of such breach, SUBSCRIBER shall pay a reasonable sum as attorney's fees as ordered by the court.
- C. In the event SUBSCRIBER fails to duly and promptly perform any of its Obligations under the provisions of this Agreement, COUNTY, at its option, may immediately, or any time thereafter, perform the same for the account of SUBSCRIBER without waiving such default, and any amount paid or expense or liability incurred by COUNTY in such performance, together with interest thereon at the highest maximum rate permitted by applicable law until paid by the SUBSCRIBER to COUNTY, shall be payable by SUBSCRIBER upon demand.
- D. This Agreement may be cancelled with or without cause by either party giving thirty (30) days' prior written notice thereof to the other party. In the event of cancellation without cause by SUBSCRIBER, COUNTY shall not be obligated to refund any Subscription fees paid.

- E. Upon expiration or termination of this Agreement, SUBSCRIBER shall, Automatically and without further action by COUNTY, terminate and extinguish SUBSCRIBER'S right to access or use the Application and the Information. Unless otherwise directed by COUNTY, SUBSCRIBER shall return or irretrievably destroy the passwords.
- F. Pursuant to COUNTY'S written permission, SUBSCRIBER may continue to use duly accessed Information after expiration of the term of this Agreement solely in the regular course of SUBSCRIBER'S internal business which may include internal searching, referencing and displaying of the Information. Upon said written permission, SUBSCRIBER shall use, possess, safeguard and control the Information in compliance with the terms of this Agreement and COUNTY may exercise all rights and remedies herein in addition to any other right or remedy available by law, statute, rule and/or equity.
- G. This Agreement, System access and all passwords may be immediately terminated by COUNTY if, in the sole discretion of COUNTY, SUBSCRIBER fails to comply with any term or condition of this Agreement.

12. RIGHTS AND REMEDIES

No right or remedy of COUNTY hereunder shall be exclusive of any other right or remedy herein or by law, statute or equity provided, but each shall be cumulative and in addition to every other right or remedy, and shall be deemed to be continuing, none of which shall be exhausted by being exercised on one or more occasion and may be enforced concurrently or from time to time.

SUBSCRIBER acknowledges and agrees that unauthorized disclosure or use of the Application and/or Information or any part thereof could cause irreparable harm and significant injury to COUNTY, which may be difficult to measure with certainty or to compensate through damages. Accordingly, SUBSCRIBER agrees that COUNTY may seek and obtain against SUBSCRIBER and/or any other person or entity injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other equitable or legal remedies which may be available.

13. OTHER TERMS AND CONDITIONS

- A. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto are integrated herein, and no modification hereof shall be binding unless in writing and signed by COUNTY.

- B. This Agreement shall be governed by and construed under the laws of the State of Minnesota. Roseau County shall be the appropriate venue and jurisdiction for any litigation arising hereunder, except that venue and jurisdiction in the Federal Courts shall be in the appropriate Federal Court within the State of Minnesota. If any provision is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.
- C. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint ventures or co-partners between the parties hereto or as constituting SUBSCRIBER as the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever.
- D. COUNTY'S failure to insist upon strict performance of any covenant, agreement or stipulation of this Agreement or to exercise any right herein contained shall not be a waiver or relinquishment of such covenant, agreement, stipulation or right unless the COUNTY consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future of such covenant, agreement, stipulation or right.
- E. SUBSCRIBER may not transfer or assign any rights or interest in this Agreement, in whole or in part, to any other person or entity, including but not limited to any other person/entity that acquires, directly or indirectly any interest in SUBSCRIBER. The COUNTY reserves the right to cancel this Agreement immediately upon such an occurrence or to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to assure the full performance of this Agreement.
- F. SUBSCRIBER and COUNTY intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- G. By executing this Agreement and subscribing to this service, SUBSCRIBER becomes a party to this Agreement and is legally bound by all of its terms and conditions, without exception. In subscribing to this service, SUBSCRIBER has voluntarily provided certain information that allows COUNTY to identify and contact SUBSCRIBER. Failure to keep SUBSCRIBER'S contact information current may result in discontinuance of service.
- H. This document is a legally binding contract. SUBSCRIBER represents that it has actual authority to enter into this Agreement to bind the respective entities or person with whom it is legally associated to the terms and conditions herein contained. Prior to entering this Agreement SUBSCRIBER has the right to seek advice from legal counsel. By entering into this Agreement, SUBSCRIBER represents that it has either sought such legal advice or

knowingly and voluntarily waived its right to obtain such advice prior to entering into this Agreement.

- I. All items that are referenced or attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Except as provided otherwise herein, any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- J. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to:

Roseau County Recorder  
606 5<sup>th</sup> Ave SW, Room 170  
Roseau, MN 56751

Notices to SUBSCRIBER shall be sent to:

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SUBSCRIBER APPROVAL

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

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

The person signing this Agreement on behalf of SUBSCRIBER has full authority to bind said SUBSCRIBER to the terms and conditions contained herein.

ROSEAU COUNTY RECORDER APPROVAL

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
County Recorder or other authorized official

## EXHIBIT 1

### ROSEAU COUNTY PROPERTY RECORDS TECHNOLOGY AND INFORMATION SUBSCRIPTION AGREEMENT

#### RecordEASE Web Fee Schedule

Search Fee (Legal, Name, Document, Type etc.)	\$0.50 per search
View Recorded Documents	\$1.50 per document
View Certificates of Title (Torrens)	\$2.50 per certificate
View Tract Page (Recommended view)	\$2.50 per tract
View Tract Card	\$2.50 per tract
Daily Fee	\$10.00 per plat (Account disabled at midnight)
Monthly Subscription Fee*	\$30.00 per individual user

\*The monthly subscription fee is charged regardless of if the system is accessed during the month.



**Property Records and Taxpayer Services**

**Pamela Grand**  
Recorder

**RECORDER USER SETUP AND ESCROW AUTHORIZATION FORM**

Please fill out and return with the signed agreement to:

Roseau County Recorder  
606 5<sup>th</sup> Ave SW, Room 170  
Roseau, MN 56751

For questions call: (218) 463-2061

Customer Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephoned (\_\_\_\_\_) \_\_\_\_\_ Fax#: (\_\_\_\_\_) \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_  Check this box if the Primary Contact should also be set up as a User.  
Primary Contact Email: \_\_\_\_\_

**User information (\$30/month each):**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Note:** User IDs and passwords will be issued once the contract has been processed.

Please access Escrow Account Number \_\_\_\_\_ for monthly subscription, searching and viewing fees.

On behalf of the above company, I authorize the Roseau County Recorder to reduce my escrow balance for all incurred fees.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

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



Property Records and Taxpayer Services

Pamela Grand  
Recorder

**ESCROW ACCOUNT SETUP/AUTHORIZATION FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

**Escrow Funds may be used for (please check each category as appropriate):**

\_\_\_\_\_ Recording Fees (including fees for recordings, well certificates, and attest or certified copies requested when documents are recorded)

\_\_\_\_\_ Copies, Faxes, and Miscellaneous Fees

\_\_\_\_\_ RecordEASE Remote Access (including monthly subscription, searching and viewing fees)

On behalf of the above company, I authorize the Roseau County Property Records Division to reduce my escrow balance for the above service charges.

Authorized Signer: \_\_\_\_\_

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

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



## Property Records and Taxpayer Services

Pamela Grand  
Recorder

### Instructions for Subscribing to RecordEASE Web

Thank you for your interest in our updated online property records system for Roseau County. Your subscription will enable you to search our recorded documents without having to visit our physical location. To subscribe to this service, please follow the steps below:

1. On page 1 of the Agreement, type or print in your company name and address.
2. On page 10, section J, type or print in your contact information.
3. On page 11, sign and date the Agreement. The Agreement must be signed by a company officer or individual who has the authority to bind your organization to this Agreement. All signatures must be original. We will not accept photocopied, scanned, or stamped signatures.
4. Complete and sign the RecordEASE User Setup and Escrow Authorization Form located at the end of the agreement. If you do not currently have an escrow account, then you will also need to complete and return the Escrow Account Setup Form along with a deposit (there is a separate link to the form).

5. Mail to:

Roseau County Recorder  
606 5<sup>th</sup> Ave SW, Room 170  
Roseau, MN 56751

For questions call: (218) 463-2061

Upon receiving your signed agreement and authorization form(s), we will process your request. Once your request has been approved, we will contact you via email with your user ID(s) and password(s). The email will also include system requirements for using the system. A link to a user guide is located within the RecordEASE website.

We look forward to working together and providing expanded access to our information. If you have any questions, please don't hesitate to contact us. Inquires can be directed the following :

[pam@co.roseau.mn.us](mailto:pam@co.roseau.mn.us)

[reanae.hamilton@co.roseau.mn.us](mailto:reanae.hamilton@co.roseau.mn.us)

[brenda.mcmillin@co.roseau.mn.us](mailto:brenda.mcmillin@co.roseau.mn.us)



**Property Records and Taxpayer Services**

**Pamela Grand**  
Recorder

Dear Customer,

We currently offer an escrow account system for payment of recording fees, copies, internet access and/or other fees. The purpose of the escrow account is to speed up the recording process by eliminating rejects due to the shortages of fees and eliminate refunds from overpayment as well as reduce your processing costs.

If you would like to participate, please complete the attached form and return it to the Property Records Division along with a deposit. You will be notified after your account has been set up and your funds are available for use. Please review your past activity to determine an appropriate beginning balance. To ensure our ability to process your requests we request a minimum balance of \$250. The escrow account must always have a positive balance. Recordings and other requests may not be processed if there are not adequate funds in the account.

You will be provided a statement of your account on a monthly basis. The statement will include the receipt date, receipt number, description and the amount charged. Please review the statement carefully and make deposits to the account as appropriate. When making deposits to your escrow account, the account number must be included on your check. To utilize the funds in your account, simply indicate escrow charge and your account number on your transmittal.

If you have any questions, please contact Pam Grand, Renae Hamilton, or Brenda McMillin at: (218) 463-2061.

Sincerely,

Roseau County Recorder's Office  
606 5<sup>th</sup> Ave SW, Room 170  
Roseau, MN 56751





REBECCA OTTO  
STATE AUDITOR

# STATE OF MINNESOTA

## OFFICE OF THE STATE AUDITOR

SUITE 500  
525 PARK STREET  
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)  
(651) 296-4755 (Fax)  
state.auditor@state.mn.us (E-Mail)  
1-800-627-3529 (Relay Service)

September 27, 2017 – Revised December 5, 2017

The Honorable Martha Monsrud, County Auditor  
Roseau County Courthouse  
606 – 5<sup>th</sup> Avenue Southwest, Room 160  
Roseau, Minnesota 56751

Members of the Board of Commissioners  
Roseau County

The Office of the State Auditor (OSA) has the authority to perform audits of Minnesota counties. This letter confirms our understanding of the services we will provide pursuant to Minnesota Laws for Roseau County for the year ended December 31, 2015. This letter also documents the agreed upon terms for the audit engagement and should be signed and returned to the OSA immediately.

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Roseau County as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Roseau County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Roseau County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary presentations for the general and major special revenue funds and related notes
- GASB-required supplementary other post-employment benefits and pension information and related notes

We will also report on supplementary information other than RSI that accompanies Roseau County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to

the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and individual fund statements
- Budgetary presentations for other funds
- Balance sheet by ditch
- Balance sheet by unorganized townships
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. The objectives also includes reporting on—

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit Guides*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. We will issue written reports upon completion of our single audit. Our reports will be addressed to the governing body of Roseau County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial

statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, notes, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. In order to meet your responsibilities for the financial statements, notes, and schedule of expenditures of federal awards, you agree to have information completed and available for audit by the schedule requested and as identified in the audit preparation checklist. If you are unable to prepare the information needed for the financial statements, notes, or schedule of expenditures of federal awards, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, notes, and schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. Any such services will be performed in accordance with applicable professional standards. The County understands this will result in additional costs and agrees to pay for these services.

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

If we prepare the trial balances for use during the audit, our preparation of the trial balances will be limited to formatting information into working trial balances based on management's chart of accounts.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) access to personnel, accounts, books, records, supporting documentation, and other information as

needed to perform an audit under the Uniform Guidance, (c) additional information that we may request for the purpose of the audit, and (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and

content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of

federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

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

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

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

### **Audit Procedures—Compliance**

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

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

### **Audit Administration and Other**

At the conclusion of our audit, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. Additional copies of the reporting package may be required. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within 30 calendar days after receipt of the auditor's reports.

We will provide your governing body, management, related organization representatives, and, if applicable, nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Office of the State Auditor. We may be requested to make certain audit documentation and appropriate individuals available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Progress billings will be mailed to you every four weeks. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2015 peer review report can be found on our website at [www.auditor.state.mn.us](http://www.auditor.state.mn.us).

We appreciate the opportunity to be of service to Roseau County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (651) 282-2748 or Bob Johnson, who will be in charge of the audit, at (218) 299-5981. Please indicate your agreement with the terms of our engagement as described in this letter by signing where provided below and returning a scanned signed copy by email immediately to [Dianne.Syverson@osa.state.mn.us](mailto:Dianne.Syverson@osa.state.mn.us).

Sincerely,



Dianne Syverson, CPA  
Audit Manager

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

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date





**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

for

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This agreement is entered into by and between Roseau County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This agreement supersedes agreement number old (99968)
  - 2.3. This project is for construction not research and development.
  - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

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**1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99968.

**2. Local Government's Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

### 5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within twenty four months of the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Brian Ketring or his/her successor.
- Title: Roseau County Engineer
- Phone: 218-463-2063
- Email: bketring@co.roseau.mn.us
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

## 9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

## 14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

**18.13. Federal Funding Accountability and Transparency Act (FFATA).**

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
  - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**Roseau County**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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







## BUSINESS HOURS

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The Roseau County Courthouse is open  
Monday through Friday from 8:00 a.m. to 4:30 p.m.

The Courthouse is closed on the following days in observance of  
these 2018 Holidays:

<b>Holiday</b>	<b>County Observed Date</b>
New Year's Day -----	January 1, 2018
Martin Luther King Day -----	January 15, 2018
Presidents' Day -----	February 19, 2018
Memorial Day -----	May 28, 2018
Independence Day -----	July 4, 2018
Labor Day -----	September 3, 2018
Veterans' Day -----	November 12, 2018
Thanksgiving Day -----	November 22, 2018
Day After Thanksgiving -----	November 23, 2018
Christmas Eve Day -----	December 24, 2018
Christmas Day -----	December 25, 2018



## Roseau County 2018 Board Meeting Schedule

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<u>DATE:</u>	<u>TIME</u>
January 2, 2018	9:00 a.m.
January 9, 2018	9:00 a.m.
January 23, 2018	9:00 a.m.
February 13, 2018	9:00 a.m.
February 27, 2018	9:00 a.m.
March 13, 2018	9:00 a.m.
March 27, 2018	9:00 a.m.
April 10, 2018	9:00 a.m.
April 24, 2018	9:00 a.m.
May 8, 2018	9:00 a.m.
May 22, 2018	9:00 a.m.
June 12, 2018	9:00 a.m.
June 19, 2018 (Special Meeting for Board of Appeal & Equalization)	6:00 p.m.
June 26, 2018	9:00 a.m.
July 10, 2018	9:00 a.m.
July 24, 2018	9:00 a.m.
August 14, 2018	9:00 a.m.
August 28, 2018	9:00 a.m.
September 11, 2018	9:00 a.m.
September 25, 2018	9:00 a.m.
October 9, 2018	9:00 a.m.
October 23, 2018	9:00 a.m.
November 13, 2018	9:00 a.m.
November 27, 2018	9:00 a.m.
December 11, 2018	5:00 p.m.
<i>December 26, 2018 (Wednesday)</i>	<i>9:00 a.m.</i>

**ALL MEETINGS ARE OPEN TO THE PUBLIC**

**Meeting Location: Courthouse Board Room**

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check the Roseau County Web Site at <http://www.co.roseau.mn.us>



**NOTICE**  
**2018 Operations/**  
**County Board Work Session**

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**DATE:**

**TIME**

January 2, 2018	10:30 a.m.
February 6, 2018	9:00 a.m.
March 6, 2018	9:00 a.m.
April 3, 2018	9:00 a.m.
May 1, 2018	9:00 a.m.
June 5, 2018	9:00 a.m.
July 3, 2018	9:00 a.m.
August 7, 2018	9:00 a.m.
September 4, 2018	9:00 a.m.
October 2, 2018	9:00 a.m.
November 6, 2018	9:00 a.m.
December 11, 2018	2:30 p.m.

**ALL MEETINGS ARE OPEN TO THE PUBLIC**

**Meeting Location: Courthouse Board Room**

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check the Roseau County Web Site at <http://www.co.roseau.mn.us>



## NOTICE

# 2018 Highway Committee Meetings

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### DATE:

### TIME

January 9, 2018	11:00 a.m.
February 13, 2018	11:00 a.m.
March 13, 2018	11:00 a.m.
April 10, 2018	11:00 a.m.
May 8, 2018	11:00 a.m.
June 12, 2018	4:30 p.m.
July 10, 2018	11:00 a.m.
August 14, 2018	11:00 a.m.
September 11, 2018	11:00 a.m.
October 9, 2018	11:00 a.m.
November 13, 2018	11:00 a.m.
December 11, 2018	3:30 p.m.

### **ALL MEETINGS ARE OPEN TO THE PUBLIC**

### **Meeting Location: Courthouse Board Room.**

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line  
Roseau County Web Site at <http://co.roseau.mn.us>



**NOTICE**

**2018 Community Justice Coordinating Committee**

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<u>DATE:</u>	<u>TIME</u>
January 3, 2018	12:00 p.m.
February 7, 2018	12:00 p.m.
March 7, 2018	12:00 p.m.
April 4, 2018	12:00 p.m.
May 2, 2018	12:00 p.m.
June 6, 2018	12:00 p.m.
July 5, 2018 ( <i>Thursday</i> )	12:00 p.m.
August 1, 2018	12:00 p.m.
September 5, 2018	12:00 p.m.
October 3, 2018	12:00 p.m.
November 7, 2018	12:00 p.m.
December 5, 2018	12:00 p.m.

Members of the County Board may attend the above meetings to observe and/or take part.

**ALL MEETINGS ARE OPEN TO THE PUBLIC**  
**Meeting Location: Courthouse Board Room**

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line  
Roseau County Web Site at <http://co.roseau.mn.us>



**NOTICE**  
**Roseau County**  
**2018 Social Service Board**  
**Meeting Schedule**

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**DATE:**

**TIME**

January 16, 2018	9:00 a.m.
February 20, 2018	9:00 a.m.
March 20, 2018	9:00 a.m.
April 17, 2018	9:00 a.m.
May 15, 2018	9:00 a.m.
June 19, 2018	3:00 p.m.
July 17, 2018	9:00 a.m.
August 21, 2018	9:00 a.m.
September 18, 2018	9:00 a.m.
October 16, 2018	9:00 a.m.
November 20, 2018	9:00 a.m.
December 18, 2018	9:00 a.m.

**ALL MEETINGS ARE OPEN TO THE PUBLIC**

**Meeting Location: Roseau County Social Services Board Room.**

For a copy of this schedule, please contact the Roseau County Coordinator at 463-4248 or check on-line  
Roseau County Web Site at <http://co.roseau.mn.us>











**Roseau County Board  
December 2017 Meetings**

**Glenda A. Phillippe  
District One**

**November 29: City of Warroad – Warroad  
December 3: AMC Conference – St. Cloud  
December 4: AMC Conference – St. Cloud  
December 5: AMC Conference – St. Cloud  
December 7: Warroad School Back Pack Program – Warroad  
December 11: Warroad City Council – Warroad**

## **JACK SWANSON COMMITTEE REPORTS**

NOV 28, 2017 - JOINT DITCH COMMITTEES; with Marshall, Kittson, Pennington Counties

NOV 28, 2017 - CHILD CARE TOWN HALL MEETING; @ Roseau City Center

NOV 30, 2017 - ROSEAU COMMUNITY EDUCATION COUNCIL; Larry Guggisberg is the new District Community Ed Director

DEC 3, 2017 - ASSOCIATION OF MINNESOTA COUNTIES EXECUTIVE COMMITTEE (ST CLOUD); Exec Dir performance review

DEC 3, 2017 - ASSOCIATION OF MINNESOTA COUNTIES BOARD OF DIRECTORS (ST CLOUD); approved federal legislative platform

DEC 3, 2017 - ASSOCIATION OF MINNESOTA COUNTIES AG & RURAL TASK FORCE (ST CLOUD); BWSR presentation

DEC 4, 2017 - ASSOCIATION OF MINNESOTA COUNTIES RESEARCH COMMITTEE (ST CLOUD); discussed tasks for 2018

DEC 4, 2017 - ASSOCIATION OF MINNESOTA COUNTIES PUBLIC SAFETY POLICY COMMITTEE (ST CLOUD); report on DOC Results First Initiative; Jack Swanson elected Vice-Chair

DEC 4, 2017 - ASSOCIATION OF MINNESOTA COUNTIES ANNUAL CONFERENCE (ST CLOUD)

DEC 4, 2017 - ASSOCIATION OF MINNESOTA COUNTIES PAST PRESIDENTS ROUNDTABLE (ST CLOUD)

DEC 5, 2017 - ASSOCIATION OF MINNESOTA COUNTIES ELECTIONS (ST CLOUD); Rich Sve (Lake County) elected 2<sup>nd</sup> Vice-President

DEC 5, 2017 - NORTHERN COUNTIES LAND USE COORDINATING BOARD (ST CLOUD); Dave Weirens, BWSR; public lands discussion

DEC 5, 2017 - ASSOCIATION OF MINNESOTA COUNTIES EXTENSION COMMITTEE (ST CLOUD); presentation from retiring State Climatologist Dr. Mark Seeley

DEC 5, 2017 - ASSOCIATION OF MINNESOTA COUNTIES ANNUAL BUSINESS MEETING (ST CLOUD)

DEC 11, 2017 - SUNSHINE MEMORIAL FOUNDATION

DEC 12, 2017 - OPERATIONS COMMITTEE

DEC 12, 2017 - COMMITTEE OF THE WHOLE

DEC 12, 2017 - HIGHWAY COMMITTEE





