

## **SPECIAL BOARD MEETING AGENDA**

**(Note: The regularly scheduled Operations Committee/Board Work Session is canceled)**

**(Note: The meeting location has been changed)**

Notice is hereby given that the Board of Commissioners of Roseau County will meet in Special Session on **August 4, 2020, at 8:30 a.m.**, in the **Roseau City Center, Council Chambers, Roseau, MN**, at which time the following matters will come before the Board:

### **8:30 Call to Order**

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

### **8:40 County Board Items**

1. Roundtable Discussion – Commissioners / Department Heads
2. COVID-19 Situation Update
3. Engineering Agreement
4. Highway Department – Window/Door Replacement Project
5. Emergency Management – Housing Rental Agreement

### **10:00 Adjourn**

**NOTE:** Pursuant to MN Statute 13D.021; and, in order to accommodate the COVID-19 social distancing requirement, in-person attendance for the general public will be allowed by appointment only. Contact the County Coordinator's Office, (218-463-4248), or via email ([joleen.kezar@co.roseau.mn.us](mailto:joleen.kezar@co.roseau.mn.us)), to schedule an in-person appointment with the Board.



# Roseau County Request for Board Action

<b>Agenda Item #:</b> County Board Item 1 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	August 4, 2020	<b>Originating Department:</b> Commissioners
<b>Subject Title (as it will appear on the Agenda):</b> Roundtable Discussion		<b>Presenter:</b> Department Heads
		<b>Estimated Amount of Time Needed for Discussion:</b> <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input checked="" type="checkbox"/> >30 minutes
<b>Board Action Requested:</b> Roundtable discussion – County Commissioners & Department Heads		
<b>Background:</b> This discussion would normally occur at the monthly Operations Committee meeting, which will not be held this month.		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



# Roseau County Request for Board Action

<b>Agenda Item #:</b> County Board Item 2 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	August 4, 2020	<b>Originating Department:</b> Commissioners
<b>Subject Title (as it will appear on the Agenda):</b> COVID-19 Situation Update		<b>Presenter:</b> Commissioners/Department Heads
		<b>Estimated Amount of Time Needed for Discussion:</b> <input type="checkbox"/> < 5 minutes <input type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
<b>Board Action Requested:</b> Discussion of the County's ongoing response to the COVID-19 pandemic.		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		



# Roseau County Request for Board Action

<b>Agenda Item #:</b> County Board Item 3 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	August 4, 2020	<b>Originating Department:</b> Highway
<b>Subject Title (as it will appear on the Agenda):</b> Engineering Agreement		<b>Presenter:</b> Daryle Dahl
		<b>Estimated Amount of Time Needed for Discussion:</b> <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
<b>Board Action Requested:</b> Requesting Board approval of the attached Engineering Agreement with Pennington County.		
<b>Background:</b>		
<b>Supporting Documentation:</b> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None		
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

**AGREEMENT FOR HIGHWAY ENGINEER SERVICES**  
**BETWEEN PENNINGTON COUNTY AND ROSEAU COUNTY**  
August 2020

This Agreement made as of the 4th day of August, 2020, (the "Effective Date"), between the County of PENNINGTON, a duly organized County within the State of Minnesota, and the County of ROSEAU, a duly organized County within the State of Minnesota, for the purpose of providing engineering services to ROSEAU County while there remains a vacancy in the County Highway Engineer position.

WHEREAS, the County Board of each County must appoint and employ a County Highway Engineer for every duty and responsibility imposed by law; and

WHEREAS, ROSEAU County's Highway Engineer position is currently vacant; and

WHEREAS, a County may contract for engineering services with another County upon such terms as mutually agreed upon pursuant to MN Statutes § 163.07, subd. 9; and

WHEREAS, a County Board is authorized to employ and engage the services of a registered professional engineer to act as a consultant in connection with the construction of roads and bridges on County State-Aid highways upon request of the County highway engineer; and

WHEREAS, ROSEAU County bears the responsibility for construction and maintenance of their State-Aid system; and

WHEREAS, PENNINGTON County employs a highway engineer meeting the statutory qualifications of a County highway engineer in the state of Minnesota; and

WHEREAS, the PENNINGTON County Board of Commissioners is willing to contract for interim engineering services with ROSEAU County for the benefit of the State and County; and

WHEREAS, the ROSEAU County Board of Commissioners is actively seeking a new County highway engineer.

NOW, THEREFORE, be it agreed upon:

1. The PENNINGTON County Board of Commissioners shall provide to the ROSEAU County Board of Commissioners the services as defined herein of its County Highway Engineer, Michael Flaagan, (the "ENGINEER"). PENNINGTON County agrees that the services provided to ROSEAU County will be delivered by a licensed engineer registered as a highway engineer with the State of Minnesota. PENNINGTON County further agrees that the services will not be provided by a substituted professional without ROSEAU County's express written consent.

2. The ENGINEER shall act as a consultant to ROSEAU County in connection with the construction of roads and bridges on County State-Aid highways, and shall upon request of the County Board, complete other duties and responsibilities imposed by law upon the County Highway Engineer, as limited by this Agreement.
3. The PENNINGTON County Highway Department's Office will bill ROSEAU County at the rate of \$12,000.00 per month for work providing services pursuant to this Agreement. \$5,000.00 of this amount will be paid to Pennington County for the loss of service during this Agreement, and 75% of the remaining \$7,000.00 will be paid directly to the ENGINEER while 25% will be paid directly to the Assistant Engineer in charge of Construction for PENNINGTON County. The PENNINGTON County Highway Department will submit a monthly invoice to the ROSEAU County Highway Department. ROSEAU County agrees to pay each invoice within 30 days of receipt.
4. The PENNINGTON County Highway Department Office will bill ROSEAU County mileage for engineering services at the Federal mileage rate (\$0.575/mile) pursuant to the PENNINGTON County Travel Policy. The ENGINEER will limit the amount of miles traveled with the Pennington County vehicle as most practical.
5. The ENGINEER remains the appointed County Highway Engineer of PENNINGTON County. This Agreement does not appoint PENNINGTON County's highway engineer as ROSEAU County's highway engineer. The Engineer is a PENNINGTON County Employee and shall at all times herein be considered a PENNINGTON County Employee. The Engineer will not be considered a ROSEAU County employee. The ENGINEER shall be subject to the personnel and other policies of PENNINGTON County.
6. The ENGINEER shall facilitate bridge program administration services through this Agreement to support ROSEAU County's bridge inspection Team Leader. If a damage or critical deficiency bridge inspection becomes necessary while this Agreement remains in effect, the ROSEAU County Board of Commissioners hereby authorizes immediate services of qualified consultant engineering personnel to carry out the responsibilities for said bridge rating(s) and report(s).
7. The ENGINEER shall have discretion and authority to set the time spent in each County to fairly and equitably distribute his time according to good engineering practices.
8. The ENGINEER will represent only PENNINGTON County on all associated organizations and committees.
9. On the ENGINEER's behalf, the ROSEAU County Highway Department will review applications and issue or deny oversize/overweight permits for roads under ROSEAU County's jurisdiction.
10. Either party shall have the unilateral right to terminate this agreement upon 10 business day's written notice to the other County, acting through its County Board.
11. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this

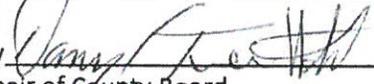
Agreement. In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability with coverage limits not less than those prescribed under MN Statute §466.04; and Workers' Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement. PENNINGTON County will not bond for highway engineer services in ROSEAU County.

12. This Agreement does not include routine attendance at ROSEAU County Board meetings.
13. **CONTRACT TERM:** The term of this Agreement shall commence on the Effective Date and continue in full force and effect until September 30, 2020, or the contract will be terminated as provided herein, whichever occurs first. This Agreement may be amended on a month-by-month basis as needed at such date when the ROSEAU County Board of Commissioners appoints and employs a new registered County Highway Engineer. The ROSEAU County Board of Commissioners agrees to actively pursue a qualified Engineer during the entirety of this Agreement.
14. **ASSIGNMENT:** Neither ROSEAU County nor PENNINGTON County may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
15. **NON-WAIVER AND CUMULATION OF REMEDIES:** The failure by either party at any time to enforce the provisions of this Agreement, or any right or remedy available hereunder, or at law, or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option, or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.
16. **DATA PRIVACY:** ROSEAU County agrees to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements, and all other applicable State or Federal rules, regulations or orders pertaining to privacy or confidentiality.
17. **RECORDS RETENTION AND AVAILABILITY/AUDIT:** PENNINGTON County and ROSEAU County shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided, or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either County, and/or the Legislative or State Auditor of the State of Minnesota pursuant to MN Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if Federal funds are utilized for any work during the term of this Agreement.

18. ENTIRE AGREEMENT: This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.
  
19. SEVERABILITY: Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
  
20. AMENDMENTS: This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

IN WITNESS WHEREOF, ROSEAU County and PENNINGTON County have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

Approved at the ROSEAU County Board Meeting this \_\_\_ day of \_\_\_\_ .      Approved at the PENNINGTON County Board Meeting this \_\_\_ day of \_\_\_\_ .

By   
Chair of County Board

By \_\_\_\_\_  
Chair of County Board

Attest:  
By \_\_\_\_\_  
County Administrator

By \_\_\_\_\_  
County Coordinator

Approved as to form and execution:  
\_\_\_\_\_  
ROSEAU County Attorney

Approved as to form and execution:  
\_\_\_\_\_  
PENNINGTON County Attorney

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

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



# Roseau County Request for Board Action

<b>Agenda Item #:</b> County Board Item 4 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	August 4, 2020	<b>Originating Department:</b> Highway
<b>Subject Title (as it will appear on the Agenda):</b> Window/Door Replacement Project	<b>Presenter:</b> Daryle Dahl	
	<b>Estimated Amount of Time Needed for Discussion:</b> <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes	
<b>Board Action Requested:</b> Requesting Board approval to proceed with the window/door replacement project at the County Highway Department Facility in Roseau.		
<b>Background:</b>		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		

\*RBA's and supporting information should be submitted to the Coordinator's Office by noon, the Wednesday prior to the scheduled Board meeting. Thank you!



# Roseau County Request for Board Action

<b>Agenda Item #:</b> County Board Item 5 <small>(for office use only)</small>		
<b>Requested Board Date:</b>	August 4, 2020	<b>Originating Department:</b> Emergency Management
<b>Subject Title (as it will appear on the Agenda):</b> Housing Rental Agreement		<b>Presenter:</b> Sue Grafstrom
		<b>Estimated Amount of Time Needed for Discussion:</b> <input type="checkbox"/> < 5 minutes <input checked="" type="checkbox"/> 5 minutes <input type="checkbox"/> 10 minutes <input type="checkbox"/> 15 minutes <input type="checkbox"/> 30 minutes <input type="checkbox"/> >30 minutes
<b>Board Action Requested:</b> Requesting Board approval to approve a contract for the rental of a two bedroom and an efficiency apartment in Roseau to house future COVID-positive person(s) if they are unable to return to their residence or do not have a residence to return to. The contract would be for a period of one year with the option to renew as needed.  ( <u>Note:</u> A copy of the Housing Contract(s) will be distributed at the meeting)		
<b>Background:</b> Roseau County has experienced, and will experience again, the need to house COVID-positive person(s) who do not currently live in the County and/or are unable to return to their own housing. COVID-positive person(s) must be isolated from other people, and Roseau County motels are unwilling to rent rooms to COVID-positive person(s) due to employee concerns.		
<b>Supporting Documentation:</b> <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None		
<b>Agenda Classification for County Board Meeting:</b> <input type="checkbox"/> Delegations/Board Appointments <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Department Reports <input type="checkbox"/> Committee Reports <input checked="" type="checkbox"/> County Board Items <input type="checkbox"/> Other _____		