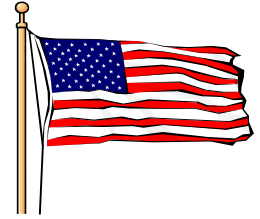


Kanabec County Board of Commissioners

Regular Meeting Agenda October 6, 2020

- The Meeting will be In-Person and Via WebEx (video / phone conference)
- The public may join the meeting via WebEx or in-person at the meeting room.
- If joining the meeting in-person, the total number of persons (including commissioners and staff) will be limited and social distancing/safety protocol will be in effect.



To be held via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388 Access Code: 146 451 3042

Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m4dbee77cbd2f09a2c58d2375fac80c99>

Meeting number: 146 451 3042

Password: DMp5GYuT4y4

To be held at: County Meeting Rooms 3 & 4 *(limited access due to need for physical/social distancing)*

Basement Level, Maple Ave Entrance

County Courthouse, 18 North Vine St, Mora, MN 55051

Stairs and elevator to the basement level are accessible through the entrance lobby.

Scheduled Appointments: Times are approximate and time allotted to each subject will vary. Appointment times may be changed at the discretion of the board.

The audience is invited to join the board in pledging allegiance:

**I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands:
one nation under God,
indivisible, with Liberty
and Justice for all**

9:00am a. Call the Meeting to Order

b. Pledge of Allegiance

c. Agenda approval

9:05am Recess County Board to a time immediately following the Public Health Board.

Public Health Board

9:30am Dan Voce, Superintendent of Mora School District- Introduction

9:45am Wade Weber- Vasaloppet Update

10:00am Todd Eustice, Probation Director- Juvenile Detention Center Contract

10:15am Kim Christenson, HR Specialist- Insurance Committee Recommendations for Renewal & Funding

A. Health Insurance (non-Local 363) PEIP

B. Local 363 Insurance

C. Ancillary Insurances Consent Agenda

a. Life Insurance

b. Long-Term Disability Insurance

c. Dental Insurance

d. Short-Term Disability Insurance

e. Vision Insurance

f. Accident, Hospital, and Critical Illness Insurance

10:30am Public Comment Call-in number for Public Comment 1-408-418-9388 Access Code: 146 451 3042

10:45am Jeff Anderson, PSAP Administrator/Emergency Management Director and/or Brian Smith, Sheriff- Conversion to Hosted 9-1-1 Solution

11:00am Brian Smith, Sheriff- Request to fill Dispatch vacancy

11:10am Tina VonEschen, Assessor- Request to fill Clerk II vacancy with highly qualified candidate at higher step

11:20am Heidi Steinmetz, EDA Director- Minnesota Manufacturing Week Proclamation

11:30am Lisa Blowers, I.S. Director- Information Systems Department Update

11:45am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes

a. September 15, 2020 – Regular Meeting

b. September 22, 2020 – Special Meeting

- c. September 29, 2020 – Public Hearing
2. Paid Bills
3. Regular Bills
 - a. Revenue Fund
 - b. Road & Bridge Claims
 - c. COVID & CARES Act Claims
4. Consent Agenda
 - a. Central Minnesota Council on Aging (CMCOA) 2021 Memorandum of Agreement
 - b. Board of Adjustment Vacancy
 - c. Central Minnesota Emergency Medical Services Region Amended Joint Powers Agreement
 - d. SCORE Claims
5. Cares Act Requests
6. [Ordinance #11 – Waste Tire](#)
7. Retention of outside council for the Welia privatization consideration
8. CLOSED SESSION: ATTORNEY CLIENT PRIVILEGE (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.05 Subd. 3.(b))
9. Future Agenda Items
10. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Community Health Board
AGENDA
Tuesday, October 6, 2020
9:00 a.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2-3
 - Staffing – Home Health Aide position
 - Action requested
 - See attached resolution page 4
 - Updates on other positions
 - Coronavirus
 - Flu Season
 - Women, Infant and Children (WIC) Supplemental Nutrition Program
 - Statewide Health Improvement Partnership (SHIP)
 - Neonatal Abstinence Syndrome
 - Transit
4. MOA with Southwest MN State University for Nursing Clinical Experience
 - Action requested
 - See attached Memorandum of Agreement and resolution page 5-14
5. Financial Reports
 - See attached
 - Trial Balance page 15-17
 - August Financial Report page 18
6. Abstract Approval
 - Action Requested
 - See attached Abstract and Vendor List page 19-26
7. Other Business
8. Adjourn

Kanabec County Community Health/Timber Trails
Director's Report
October 2020

Community Health Report

Staffing:

HHA resignation

Update on other open positions (Supervisor, Regional Prevention Coordinator, and Family Health Nurse)

Coronavirus:

Response in the past month has been focused on assisting the schools, responding to community calls, and providing education to local businesses.

- School assistance has included close monitoring of cases, reviewing exposure scenarios with school staff, analyzing the risk of each case to the school, and communicating with the schools. Kate, the Public Health Preparedness Coordinator, has done an amazing job working with the schools and walking hand-in-hand with the school nurses when positive cases appear in the school or are connected somehow with the schools.
- Lori has communicated with businesses regarding the mask mandate and options for employees who medically cannot wear masks as well as recent complaints about overcrowding.
- Patti has assisted in putting out consistent messages to the community.
- Numerous staff have been involved in assisting the city/other groups in planning safe activities
- We continue to participate locally in:
 - Department Operations Center Calls (4x/week)
 - Emergency Operation Center Calls (1 x/every other week)
 - CARES fund planning meetings (weekly)
 - School Calls – with Braham, Mora, and Ogilvie as a group (at least weekly)
 - Responding to calls from other Department Heads/Supervisors about staff with COVID/COVID Exposures
 - Taking calls from community members either wanting more information or wanting to issue a complaint about a business or event
 - Provide Essential Services to those in isolation/quarantine if needed
 - Case Investigation and Contact Tracing
 - Connect with the Amish Community (at least monthly)
- We participate on the Regional/State Level in:
 - Weekly Local Public Health Calls
 - Bi-weekly Community Health Board Calls
 - Bi-weekly PHEP Oversight Committee Calls
 - Weekly Vaccine Planning Calls
 - Weekly School Nurse calls
 - Weekly Regional Check-in call with preparedness coordinators

We are in the process of training additional staff to conduct Case Investigation and Contact Tracing.

We are also paying close attention to the development and studies around vaccines and planning for providing COVID vaccinations when one becomes available. Currently there are numerous vaccines in different phases of development and testing. There are different storage requirements; super cold or standard refrigeration. All appear to need two doses between 21-28 days apart.

Current numbers/statistics will be provided during the Board meeting.

Flu Season:

It will be critical to do what we can to increase flu vaccination rates so that we are not seeing high levels of Seasonal Influenza along with COVID infections. Over the years we have decreased the amount of vaccine we purchase as it is more readily available in the community.

We have received 80 standard (waiting on 50 more), 40 FluBlok – for people with chronic conditions/immunosuppressed, and 70 High Dose vaccines to date. We have begun providing shots to our home care and public health nurse clinic clients. We do not have enough vaccine to provide community clinics in a large manner but feel we could take care of County employees. Staff are currently looking at dates that might work to provide this service.

Employees would need to call the number on the back of their insurance cards to see if their plan would cover a vaccination provided by Kanabec County Community Health. We would have employees sign a statement that if their insurance does not cover the vaccination, we would bill them directly.

Women, Infants and Children (WIC) supplemental nutrition program:

The Minnesota WIC Program has placed the RFP process for the new WIC and Peer grant cycle on hold until next year due to events surrounding COVID-19. We requested and received approval from the MDH Office of Grants Management for a one-year extension of the current grant agreements that will now continue until 12/31/2021.

Statewide Health Improvement Partnership (SHIP):

Kanabec County Community Health received a contract amendment for the current grant period - able to spend out leftover funds thru June 30, 2021. The original expiration date was October 31, 2020.

We also received a contract for the next 5 years SHIP cycle November 1, 2020 – October 31, 2024. Funding was only identified for the first year. There is a Funding, Scope of Work, and Requirements workgroup looking at the current formula for funding and we can anticipate a change for the four year that follow.

Neonatal Abstinence Syndrome:

This Board approved Kanabec County Community Health's participation in a grant that Children's Dental Services was writing around Neonatal Abstinence Syndrome. Neonatal abstinence syndrome is what happens when babies are exposed to drugs in the womb before birth. Babies can then go through drug withdrawal after birth. The syndrome most often applies to opioid medicines.

Kanabec County received notification on September 14 that the grant was funded. We are still waiting for details and a contract for the part Kanabec County will play in our community. Planned work for this grant includes: increasing coordination between public health and local clinics/hospitals to increase referrals to evidence-based home visiting programs; host a training on neonatal abstinence syndrome/Finnegan neonatal Abstinence Scoring for local providers; increase awareness of NAS and NAS prevention through local coalition/task force work; provide education and support; and increase/strengthen coordination between family home visiting team and child protect services.

Transit:

Public Transit has shown a 46% decrease in ridership when compared to last year at this time. There has been a slow creep up since the low of 573 riders in April to over twice that in August of 1241 riders. It is expected that ridership will continue to be low for the near future.

Volunteer miles driven have been climbing again for the past two months. In 2019, a total of 295,434 miles were driven. Thru September 2020 a total of 170,216 miles have been driven and a total of 212,770 are projected thru the end of the year.

Current Transit ads include that Timber Trails is seeking volunteer drivers. If anyone you know is interested, have them call Helen at 320-364-1351.

Resolution # KCCH __ 10/06/2020

WHEREAS there is a vacancy in the position of Home Health Aide/Homemaker, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the Kanabec County Community Health Board authorizes the Community Health Director and the County Personnel Director to hire a Part Time Home Health Aide/Homemaker to fill the position at Step A, Range 5 of the pay plan which is \$15.78 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

Kanabec County Community Health

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter “College/University”), **Kanabec County Community Health 905 East Forest Ave, Suite 127 Mora, MN. 55051** (hereinafter “Facility”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program for qualified students preparing for and/or engaged in nursing careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing for the educational needs of the nursing programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher

Program. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.

- b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. The College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota.
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.
- i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

2. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a “The Joint Commission”) or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility’s library in accordance with the Facility’s policies.
- h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race,

color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. **MUTUAL RESPONSIBILITIES**

- a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - v. Communication to identify areas of mutual need or concern;
 - vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and

- vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's nursing curriculum.

INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

4. STUDENT REQUIREMENTS

- a. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- b. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- c. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of **September 15, 2020**, or when fully executed, and shall remain in effect until **September 14, 2025**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

8. FINANCIAL CONSIDERATION

- a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will

give the Facility instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. **OTHER PROVISIONS:** NONE

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. FACILITY: Kanabec County Community Health

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY: Southwest Minnesota State University

By (authorized signature and printed name) Deb Kerkaert
Title VP for Finance & Administration
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) Christy Johnson
Title Buyer 2 & Purchasing Clerk
Date

Resolution Kanabec County Community Health Board

– 10/6/2020

Agreement for Clinical Laboratory Training – SW MN State University

WHEREAS, Southwest Minnesota State University has a nursing program and is in need of Clinical Laboratory training sites, and

WHEREAS, Kanabec County Community Health has facilities for providing suitable training experience that meets the educational needs of the students enrolled in those programs, and

WHEREAS, it is in the best interest of Kanabec County Community Health to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs;

THEREFORE BE IT RESOLVED to approve the Community Health Administrator to sign an Agreement with Southwest Minnesota State University for Clinical Laboratory Training upon approval by the County Attorney.

**** Kanabec County ****



As of Date: 08/2020

Report Basis: 2 1 - Cash
2 - Modified Accrual
3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

*** Kanabec County ***



Sheila
9/30/20 10:58AM

TRIAL BALANCE REPORT
As of 08/2020

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

<u>Account</u>		<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----					
1001	Cash	457,860.13	32,389.52-	88,878.18	546,738.31
1003	Audit Adjustments To Cash	4,697.57	0.00	4,697.57-	0.00
1110	Taxes Receivable - Prior & Delinquent	11,551.96	0.00	11,551.96-	0.00
1201	Accounts Receivable (Acc)	152,250.88	0.00	152,250.88-	0.00
1261	Due From Other Funds (Acc)	13,365.21	0.00	13,365.21-	0.00
1281	Due From Other Governments (Acc)	271,211.24	0.00	271,211.24-	0.00
Total Assets		910,936.99	32,389.52-	364,198.68-	546,738.31
---Liabilities and Balance-----					
Liabilities					
2020	Accounts Payable	523.17-	0.00	0.00	523.17-
2021	Accounts Payable (Acc)	20,986.95-	0.00	20,986.95	0.00
2030	Salaries Payable	126,275.60-	0.00	126,275.60	0.00
2091	Due To Other Funds (Acc)	7,118.91-	0.00	7,118.91	0.00
2100	Due To Other Governments	8,725.14-	0.00	8,725.14	0.00
2101	Due To Other Governments (Acc)	18,395.46-	0.00	18,395.46	0.00
2230	Deferred Inflows	11,551.96-	0.00	11,551.96	0.00
Total Liabilities		193,577.19-	0.00	193,054.02	523.17-
Fund Balance					
2881	Assigned Fund Balance	717,360.03-	0.00	0.00	717,360.03-
2910	Revenue Control	0.00	194,724.47-	1,701,848.73-	1,701,848.73-
2925	Expenditure Control	0.00	227,113.99	1,872,993.39	1,872,993.39
Total Fund Balance		717,360.03-	32,389.52	171,144.66	546,215.37-
Total Liabilities and Balance		910,937.22-	32,389.52	364,198.68	546,738.54-
488	Kanabec Pine Community Health (fka 59)				
-----Assets-----					
1001	Cash	0.11-	0.00	0.00	0.11-
Total Assets		0.11-	0.00	0.00	0.11-
---Liabilities and Balance-----					
Liabilities					
2030	Salaries Payable	0.10	0.00	0.00	0.10
2030	Salaries Payable	0.24	0.00	0.00	0.24
Total Liabilities		0.34	0.00	0.00	0.34
Total Liabilities and Balance		0.34	0.00	0.00	0.34

Sheila
9/30/20 10:58AM

15 Community Health Fund

Account

15 Community Health Fund

**** Kanabec County ****

TRIAL BALANCE REPORT
As of 08/2020

Report Basis: Modified Accrual



Page 3

Beginning
Balance

0.00

Actual
This-Month

0.00

Actual
Year-To-Date

0.00

Current
Balance

0.00

Kanabec County Community Health - Board Financial Report
15-484

Through August 2020

Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	58.33% July	66.67% August
Pilt-Housing Authority											
Rev	0		92.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.32
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cares Act COVID-19 Grant											
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exp	0		26,450.14	0.00	0.00	0.00	0.00	0.00	0.00	26,450.14	0.00
Local Public Health Infrastructure											
Rev	410,257.00	59.47%	243,971.47	4,722.57	85.07	32,937.93	3,800.00	0.00	165,252.20	34,701.97	2,471.73
Exp	372,769.00	63.54%	236,874.60	64,018.82	40,933.14	26,164.56	17,401.60	13,788.09	18,599.70	27,951.94	28,016.75
Prevent Infectious Disease											
Rev	23,750.00	57.51%	13,658.64	589.25	776.11	307.04	148.92	11,272.02	0.00	50.00	515.30
Exp	29,730.00	51.27%	15,243.86	1,564.91	1,746.77	2,884.72	1,171.94	1,892.67	1,552.41	1,764.89	2,665.55
Environmental Health											
Rev	25.00	12.00%	3.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00
Exp	4,636.00	17.22%	798.27	0.00	24.53	15.90	71.54	0.00	220.23	345.32	120.75
Healthy Communities-Adult Health											
Rev	290,166.00	77.34%	224,428.18	26,838.64	15,984.46	54,786.63	30,898.73	15,046.80	13,723.70	25,437.20	41,712.02
Exp	279,446.00	60.52%	169,127.85	25,538.66	23,199.25	22,512.64	14,273.58	28,722.70	18,238.94	21,134.57	15,507.51
Healthy Communities-Health Improvement											
Rev	502,296.00	79.47%	399,177.73	90,599.09	20,368.58	149.21	125,074.54	45,808.92	4,759.64	77,254.74	35,163.01
Exp	487,991.00	59.47%	290,222.05	34,377.47	36,839.45	37,189.50	38,770.61	33,690.24	26,359.63	52,057.23	30,937.92
Healthy Communities-Family Health											
Rev	938,192.00	60.73%	569,735.20	95,400.23	49,895.05	105,221.81	65,361.00	51,553.56	77,843.75	88,496.37	35,963.43
Exp	795,439.00	56.61%	450,318.79	73,994.77	53,074.98	53,948.94	47,061.31	47,243.65	65,419.90	64,698.26	44,876.98
Emergency Preparedness											
Rev	30,734.00	333.01%	102,347.39	670.76	6,678.87	75,000.00	0.00	8,877.87	0.00	0.00	11,119.89
Exp	28,258.00	177.12%	50,051.21	3,230.34	2,508.95	4,757.48	14,570.28	13,943.83	14,008.60	-11,194.60	8,226.33
Assure Access-Case Management											
Rev	372,900.00	68.41%	255,096.82	26,896.20	65,152.83	16,250.51	10,003.78	23,893.42	32,366.94	46,808.90	33,724.24
Exp	376,002.00	59.41%	223,391.25	29,268.68	26,231.40	27,359.19	26,111.60	26,025.48	26,188.70	35,497.33	26,708.87
Assure Access-Home Care											
Rev	604,000.00	55.01%	332,269.51	46,584.52	44,750.98	48,790.41	41,591.31	33,207.17	42,805.38	40,577.21	33,962.53
Exp	798,049.00	73.53%	586,845.20	81,662.32	66,670.03	71,009.72	66,988.24	66,902.98	69,741.99	93,816.59	70,053.33
Agency Totals											
Rev	3,172,320.00	67.48%	2,140,780.26	292,301.26	203,691.95	333,446.54	276,878.28	189,659.76	336,751.61	313,326.39	194,724.47
Exp	3,172,320.00	64.60%	2,049,323.22	313,655.97	251,228.50	245,842.65	226,420.70	232,209.64	240,330.10	312,521.67	227,113.99

amount has changed

outstanding payments/payments not yet posted

Hep A grant
VSO
CTC
DFC
FAP
LCTS
LPHG 7,610.17
MCH
MIECHV 66,889.86
PHEP
RPC 20,871.00
SHIP
TANF 14,349.80
WIC 20,124.00
MIIC 432.28
CMCOA
MN Choice
Admin asst
mental hlth
Suicide Prev
MHIG 15,785.51
Home care 113,715.73 estimate only see note below

259,778.35
SCHA Connector - We get reimbursed twice a year. Not included above.

Home Care-This is the billed amount and we are paid a percentage of that and that percentage varies by paysource. Also, VA may pay up to two years after the date of service.

Board Meeting 10/06/20

Abstract Totals for Commissioner Vouchers

Board Meeting 10/06/20	Amount	Vendors	Transactions
Abstract #1	32,870.57	38	62
Abstract #2			
Totals	32,870.57	38	62

Abstract Totals for Auditor Vouchers

Board Meeting 10/06/20	Amount	Vendors	Transactions
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals			

Sheila
10/1/20 10:44AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

Sheila
10/1/20 10:44AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 2

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
3	434 Ability Network Inc					
	15-484-487-8453-6211		206.67	September billing/eligibility	20M-0142192	Services & Charges N
2	15-484-493-8452-6211		172.23	September billing/eligibility	20M-0142192	Services & Charges N
1	15-484-496-8447-6211		247.38	September billing/eligibility	20M-0142192	Services & Charges N
	434 Ability Network Inc		626.28	3 Transactions		
29	185 Bergstadt/Jennifer					
	15-484-496-8449-6331		267.38	Aug/Sep HHA mileage		Mileage & Meals N
	185 Bergstadt/Jennifer		267.38	1 Transactions		
30	1396 Biever/Laurie					
	15-484-496-8449-6331		495.65	Aug/Sep HHA mileage		Mileage & Meals N
	1396 Biever/Laurie		495.65	1 Transactions		
50	1101 Card Services					
	15-484-450-0000-6411		13.17	general cleaning supplies	HB278	Supplies N
51	15-484-469-8440-6411		8.55	med room supplies Benadryl	HB278	Program Supplies N
49	15-484-481-8481-6411		17.22	PHNC bleach for cleaning	HB278	Supplies N
52	15-484-496-8447-6412		6.88	home care supplies	HB278	Office Supplies N
	1101 Card Services		45.82	4 Transactions		
57	298 Childrens Dental Services					
	15-484-485-8475-6285		315.26	deliver equip/staff 082820		Contracted Work Y
	298 Childrens Dental Services		315.26	1 Transactions		
62	836 East Central School District					
	15-484-485-8468-6211		901.12	mini grant wellness breastfeed		Services & Charges N
	836 East Central School District		901.12	1 Transactions		
31	1388 Elfstrum/Brenda					
	15-484-496-8449-6331		248.40	Aug/Sep HHA mileage		Mileage & Meals N
	1388 Elfstrum/Brenda		248.40	1 Transactions		
32	3646 Felland/Becky					
	15-484-496-8447-6331		189.18	Aug/Sep home care mileage		Mileage & Meals N
	3646 Felland/Becky		189.18	1 Transactions		
33	1128 Glocke/Beverly					
	15-484-496-8449-6331		123.05	Aug/Sep HHA mileage		Mileage & Meals N

Sheila
10/1/20 10:44AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 3

	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
	1128 Glocke/Beverly		123.05	1 Transactions			
4	4184 Health Dimension Rehabilitation Inc						
	15-484-496-8447-6211		8,316.73	August PT services		Services & Charges	N
5	15-484-496-8447-6211		1,699.80	August OT services		Services & Charges	N
6	15-484-496-8447-6211		55.90-	attempted visit credit		Services & Charges	N
	4184 Health Dimension Rehabilitation Inc		9,960.63	3 Transactions			
7	324 Healthcare First						
	15-484-496-8447-6211		104.74	September HHCAHPS fee	5143968	Services & Charges	N
	324 Healthcare First		104.74	1 Transactions			
34	234 Holland/Jeff						
	15-484-496-8447-6331		408.25	Aug/Sep home care mileage		Mileage & Meals	N
	234 Holland/Jeff		408.25	1 Transactions			
8	12990 Innovative Office Solutions						
	15-484-450-0000-6412		263.85	office supplies	SO-3119111	Office Supplies	N
9	15-484-487-8456-6411		60.60	WIC supplies	SO-3119111	Supplies	N
10	15-484-487-8461-6412		49.94	CTC supplies	SO-3119111	Office Supplies	N
	12990 Innovative Office Solutions		374.39	3 Transactions			
59	3095 Isanti County Public Health						
	15-484-485-8468-6211		171.20	min grant yoga mats	Halee Turner	Services & Charges	N
	3095 Isanti County Public Health		171.20	1 Transactions			
11	132 Kanabec Publications						
	15-484-450-0000-6450		37.00	annual subscription		Publications & Subscriptions	N
	132 Kanabec Publications		37.00	1 Transactions			
27	17401 Kringstad/Mickey						
	15-484-493-8452-6331		30.47	July CM mileage		Mileage & Meals	N
28	15-484-496-8447-6331		81.08	May-August home care mileage		Mileage & Meals	N
	17401 Kringstad/Mickey		111.55	2 Transactions			
12	667 Lighthouse Child & Family Services LLC						
	15-484-487-8453-6211		750.00	Aug/Sep MIECHV sessions	5136 5142	Services & Charges	Y
13	15-484-487-8453-6211		37.50-	corrected projected time	5136 5142	Services & Charges	Y
14	15-484-487-8453-6211		27.00	travel J.H. corrected time	5136 5142	Services & Charges	3
15	15-484-487-8453-6211		27.00	travel J.H. corrected time	5136 5142	Services & Charges	3

Sheila
10/1/20 10:44AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 4

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
667	Lighthouse Child & Family Services LLC		766.50	4 Transactions			
55	1236 MACMH						
	15-484-487-8453-6289		200.00	reg Infant & Early Childhood	13016778 1301	Staff Development	N
56	15-484-487-8456-6289		200.00	reg Infant & Early Childhood	13016778 1301	Staff Development	N
1236	MACMH		400.00	2 Transactions			
53	377 Marco Inc						
	15-484-450-0000-6341		787.11	Sharp MX5070v copier agmt	27883904	Rental & Service Contracts Copier	N
377	Marco Inc		787.11	1 Transactions			
16	1265 Milaca Farmers Market & Boutique						
	15-484-485-8468-6211		1,000.00	mini grant-signs, vouchers		Services & Charges	N
1265	Milaca Farmers Market & Boutique		1,000.00	1 Transactions			
17	198 Mille Lacs Co. Community & Veterans Ser						
	15-484-485-8468-6880		2,813.22	August hlthy eat/active living		Grant Admin- Pass thru	N
18	15-484-485-8468-6880		1,835.33	August tobacco strategy		Grant Admin- Pass thru	N
198	Mille Lacs Co. Community & Veterans Ser		4,648.55	2 Transactions			
54	1269 Mille Lacs County Justice center						
	15-484-485-8468-6211		938.00	mini grant bottle filling stns		Services & Charges	N
1269	Mille Lacs County Justice center		938.00	1 Transactions			
36	1353 Nelson/Darla						
	15-484-496-8448-6331		34.50	Aug/Sep HM mileage		Mileage & Meals	N
35	15-484-496-8449-6331		517.50	Aug/Sep HHA mileage		Mileage & Meals	N
1353	Nelson/Darla		552.00	2 Transactions			
23	927 Neumen/Cami						
	15-484-496-8447-6331		78.20	September home care mileage		Mileage & Meals	N
24	15-484-496-8447-6331		62.68	August home care mileage		Mileage & Meals	N
927	Neumen/Cami		140.88	2 Transactions			
37	52 Olson/Autumn						
	15-484-487-8450-6331		13.80	August TANF mileage		Mileage & Meals	N
38	15-484-487-8453-6331		174.23	Aug/Sep MIECHV mileage		Mileage & Meals	N
52	Olson/Autumn		188.03	2 Transactions			
632	Pine County Health & Human Services						

Sheila
10/1/20 10:44AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 5

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
19	15-484-485-8468-6880		1,600.97	August hlthy eat/active living		Grant Admin- Pass thru	N
20	15-484-485-8468-6880		1,004.15	August tobacco strategy		Grant Admin- Pass thru	N
	632 Pine County Health & Human Services		2,605.12	2 Transactions			
	1266 Princeton Family Center						
21	15-484-485-8468-6411		925.00	reimburse mini grant purchase		Supplies	N
	1266 Princeton Family Center		925.00	1 Transactions			
	1254 Recovering Hope Treatment Center, Inc.						
58	15-484-485-8468-6211		644.10	mini grant laptop desk stands		Services & Charges	N
	1254 Recovering Hope Treatment Center, Inc.		644.10	1 Transactions			
	479 Ring/Elsa						
40	15-484-487-8450-6331		5.75	Aug/Sep TANF mileage		Mileage & Meals	N
39	15-484-487-8453-6331		88.55	Aug/Sep MIECHV mileage		Mileage & Meals	N
	479 Ring/Elsa		94.30	2 Transactions			
	1030 Ringler/Jennie						
41	15-484-496-8449-6331		307.63	Aug/Sep HHA mileage		Mileage & Meals	N
	1030 Ringler/Jennie		307.63	1 Transactions			
	3174 Rosburg/Diane						
42	15-484-496-8447-6331		239.95	Aug/Sep home care mileage		Mileage & Meals	N
	3174 Rosburg/Diane		239.95	1 Transactions			
	16326 Sarkisyan/Amber						
43	15-484-496-8449-6331		482.43	Aug/Sep HHA mileage		Mileage & Meals	N
	16326 Sarkisyan/Amber		482.43	1 Transactions			
	494 SHI International Corp						
60	15-484-450-0000-6245		242.00	webex license	B12360129	Registration & Membership Dues	N
61	15-484-490-8484-6411		242.00	webex license	B12360129	Program Supplies	N
	494 SHI International Corp		484.00	2 Transactions			
	462 Telander/Jenilee						
26	15-484-485-8480-6205		17.25	September RPC postage		Postage	N
25	15-484-485-8480-6331		166.54	September RPC mileage/meals		Mileage & Meals	N
	462 Telander/Jenilee		183.79	2 Transactions			
	167 Telander/Sarah						

Sheila
 10/1/20 10:44AM
 15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 6

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
44	15-484-450-0000-6331		56.93	Jul-Sep admin mileage		Mileage & Meals
	167 Telander/Sarah		56.93	1 Transactions		N
	1268 Tomczak/Kristi					
45	15-484-496-8449-6331		286.93	Aug/Sep HHA mileage		Mileage & Meals
	1268 Tomczak/Kristi		286.93	1 Transactions		N
	12306 WELIA HEALTH					
22	15-484-496-8447-6880		2,466.74	reimburse NGS withholding	2334	Medicare Pass Thru
	12306 WELIA HEALTH		2,466.74	1 Transactions		N
	452 Zaiser/Kelly					
48	15-484-481-8481-6331		27.60	Jul-Sep PHNC mileage		Mileage & Meals
46	15-484-487-8450-6331		13.80	Sep TANF mileage		Mileage & Meals
47	15-484-487-8453-6331		251.28	Jul-Sep MIECHV mileage		Mileage & Meals
	452 Zaiser/Kelly		292.68	3 Transactions		N
15 Fund Total:			32,870.57	Community Health Fund	38 Vendors	62 Transactions
Final Total:			32,870.57	38 Vendors	62 Transactions	

Sheila
10/1/20 10:44AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	32,870.57	Community Health Fund	
	All Funds	32,870.57	Total	Approved by,
			
			

9:30am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Dan Voce, Mora Schools Superintendent Introduction	b. Origination: Superintendent Voce
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested:

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:45am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Vasaloppet Update	b. Origination: Vasaloppet Planning Committee
c. Estimated time: 10 minutes	d. Presenter(s): Wade Webber

e. Board action requested:

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:00am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Regional Juvenile Center--Lino	b. Origination: Probation
c. Estimated time: 10 minutes	d. Presenter(s): Todd Eustice

e. Board action requested:

Review the membership with RJC-Lino, to determine if we should continue with the membership or make changes.

f. Background: Currently, Kanabec County has a one bed membership. We have a contract and are responsible for the cost of one bed per year at the rate of \$264 per day. The contract ends on December of 2021. However, any changes to the contract must be declared by December of 2020.

The last 5 or 6 years we have not filled the bed space and have had to cover the cost of the non-used beds averaging around \$25,000 to \$30,000 per year.

Our options are to remain at one bed, leave the membership or reduce to ½ bed. To go to a half a bed requires another county to also take ½ bed, and Pine County has stated they might be interested in splitting that bed.

Attached are the bills for the past few years that we have had to pay for Kanabec County's unused beds at the end of each year.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Date 1/27/2020

1/27/2020

APPROVAL OF CLAIM BY COUNTY OFFICIAL
This claim against the County is approved for payment. I hereby certify that the services were rendered and/or the goods were furnished.

Signature & Office of County official approving claim.

I declare under the penalties of law that this account, claim or demand is just and correct and that no part of it has been paid.

Signature of Claimant

(Minn. Statutes Section 471.38 ans 471.391)

Warrant No.

Date _____

Fund

CLAIM OF

East Central Regional Juvenile Center
Attn: Leslie Weed

Address

2100 3rd Ave, Suite 311

Anoka, MN 55303-5027

Vendor No.

Against

The County of Kanabec

Amount of Claim

\$55,973.00

Date of Session

Chairman of County Board

County Auditor



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: (763) 324-4990 Fax (763) 324-4661

Serving the Counties of

Anoka
Chisago
Isanti
Kanabec
Mille Lacs
Pine
Sherburne
Washington
Wright

January 10, 2019

Invoice for Underutilized Bed Space, East Central Regional Juvenile Center

Kanabec County
Director Todd Eustice
18 N. Vine St
Mora, MN 55051

In 2018, Kanabec County contracted 365 bed spaces, of which 283 were used. The amount owed for underutilized bed space is as follows:

82 beds x \$239.00 = \$ 19,598

Please contact me with any questions you may have. Thank you for your business with Anoka County Juvenile Center.

Leslie Weed
Anoka County Community Corrections
Juvenile Center Administration Office
Office: (763) 324-4635
Leslie.Weed@co.anoka.mn.us

Affirmative Action / Equal Opportunity Employer



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: (763) 324-4990 Fax (763) 324-4661

Serving the Counties of

Anoka
Chisago
Isanti
Kanabec
Mille Lacs
Pine
Sherburne
Washington
Wright

January 17, 2018

Invoice for Underutilized Bed Space, East Central Regional Juvenile Center

Kanabec County
Director Todd Eustice
18 N. Vine St
Mora, MN 55051

In 2017, Kanabec County contracted 365 bed spaces, of which 208 were used. The amount owed for underutilized bed space is as follows:

157 beds x \$245.00 = \$ 38,465

Please contact me with any questions you may have. Thank you for your business with Anoka County Juvenile Center.

Leslie Weed
Anoka County Community Corrections
Juvenile Center Administration Office
Office: (763) 324-4635
Leslie.Weed@co.anoka.mn.us

Affirmative Action / Equal Opportunity Employer

RECEIVED

JAN 19 2018

**KANABEC COUNTY
COURT SERVICES**

2017 Anoka Co Anoka Mon 11/20/17



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014
Phone: (651) 792-3020 Fax (651) 792-1828

Serving the Counties of

Anoka
Chisago
Isanti
Kanabec
Mille Lacs
Pine
Sherburne
Washington
Wright

January 17, 2017

Invoice for Underutilized Bed Space, East Central Regional Juvenile Center

Kanabec County
Director Todd Eustice
18 N. Vine St
Mora, MN 55051

In 2016, Kanabec County contracted 366 bed spaces, of which 259 were used. The amount owed for underutilized bed space is as follows:

107 beds x \$239.00 = \$ 25,573

Please contact me with any questions you may have. Thank you for your business with Anoka County Juvenile Center.

Leslie Weed
Anoka County Community Corrections
Juvenile Center Administration Office
Office: (651) 783-7504
Leslie.Weed@co.anoka.mn.us

Affirmative Action / Equal Opportunity Employer

RECEIVED

JAN 23 2017

**KANABEC COUNTY
COURT SERVICES**



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: (651) 792-3020 Fax (651) 792-1828

Serving the Counties of

Anoka
Chisago
Isanti
Kanabec
Mille Lacs
Pine
Sherburne
Washington
Wright

January 13, 2016

Invoice for Underutilized Bed Space, East Central Regional Juvenile Center

Kanabec County
Director Todd Eustice
18 N. Vine St
Mora, MN 55051

In 2015, Kanabec County contracted 365 bed spaces, of which 252 were used. The amount owed for underutilized bed space is as follows:

113 beds x \$239.00 = \$ 27,007

Please contact me with any questions you may have. Thank you for your business with Anoka County Juvenile Center.

Leslie Weed
Administration, Anoka County Juvenile Center
Anoka County Community Corrections
651-783-7504

Affirmative Action / Equal Opportunity Employer

RECEIVED

JAN 19 2016

**KANABEC COUNTY
COURT SERVICES**



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: (651) 792-3020 Fax (651) 792-1828

Serving the Counties of

Anoka
Chisago
Isanti
Kanabec
Mille Lacs
Pine
Sherburne
Washington
Wright

January 10, 2013

Invoice for Underutilized Bed Space, East Central Regional Juvenile Center

Kanabec County
Attention: Todd Eustice
18 N Vine Street
Mora, MN 5555051

In 2012, Kanabec County contracted 366 bed spaces, of which 261 were used. The amount owed for underutilized bed space is as follows:

105 beds x \$233.00 = \$24,465.00

Please contact me with any questions you may have. Thank you.

Holly Karas
Administration Operations Coordinator
Anoka County Community Corrections
763-323-5838 (M,T,W,F-Courthouse)
651-783-7502 (Thursday- Lino Lakes)

Affirmative Action / Equal Opportunity Employer

RECEIVED

JAN 14 2013

**KANABEC COUNTY
COURT SERVICES**

10:15am Appointment

Item A

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Insurance Renewal	b. Origination: Insurance Committee
c. Estimated time: 5 minutes	d. Presenter(s): Kim Christenson & Kris McNally

e. Board action requested:

Approve the Health Insurance renewal

f. Background:

In February of 2020 the board gave consensus for the insurance committee to bid the county's health insurance for the 2021 plan year. The committee recruited Mahowald to conduct the bid process. Bids were received from various vendors and reviewed by the insurance committee in July 2020.

Bids received were higher than expected with the lowest bid coming in at 23% higher than our current monthly premium and the highest bid coming in at 53% higher than our current monthly premium.

The county received a 9.7% increase from PEIP for the 2021 renewal. The insurance committee recently met and is recommending the budgeted 5% contribution from the county and dispersing funds from the health reserves fund balance to cover the remaining 4.7% increase. This would lead to a zero increase for employees.

The committee feels that using the health reserves fund balance to supplement the extra cost this year will help alleviate employee's fears about a major premium increase during the COVID-19 pandemic, as well as allow a strategic approach to health premiums in 2021 as we approach negotiations with 4 bargaining units.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:	N/A
---	-----

Resolution #__ – 10/06/20

HEALTH INSURANCE RENEWAL

WHEREAS the county offers health insurance to its employees, and

WHEREAS the current contract with Minnesota Public Employees Insurance Program expires December 31, 2020, and

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the county Health Insurance, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the Health Insurance Contract with Minnesota Public Employees Insurance Program at the following rates:

PLAN	2021 Rates	
	Single	Family
\$400 Deductible	\$883.92	\$2,359.80
\$850 Deductible	\$794.56	\$2,121.24
\$2,000 Deductible	\$618.10	\$1,650.02

BE IT FURTHER RESOLVED to accept the recommendation of the Insurance Committee to increase the employer contribution by 5% from the 2020 contribution for 2021.

10:15am Appointment

Item B

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Insurance Renewal	b. Origination: Insurance Committee
c. Estimated time: 5 minutes	d. Presenter(s): Kim Christenson & Kris McNally

e. Board action requested:

Approve the Local 363 Health Insurance renewal

f. Background:

The Insurance Committee met recently to discuss the new insurance rates for 2021 for the Local 363 health insurance. The Local 363 received a 2.58% increase in their health insurance premiums.

The Local 363 union contract states the following:

In 2021 and 2022, the County contribution percentage for the group health insurance shall be determined by the County Board based on the recommendation by the Insurance Committee and shall match the percentage of that of the majority of the collective bargaining and non-union groups.

The Insurance Committee is recommending that the County Board contribute a 5% increase to the Local 363 insurance to match the percentage that was budgeted for the other bargaining groups and the non-union groups.

In 2020 the county contribution was \$980.22 per month. With a 5% increase this would bring the 2021 county contribution to \$1,029.22 per month.

Supporting Documents: None ☒

Attached:

Date received in County Coordinators Office:

N/A

10:15am Appointment

Item C

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Insurance Renewal	b. Origination: Insurance Committee
c. Estimated time: 5 minutes	d. Presenter(s): Kim Christenson & Kris McNally

e. Board action requested:

1. Approve the Insurance renewal resolutions:
Consent Agenda on pages 2 & 3
 - Life Insurance (resolution a)
 - Long Term Disability Insurance (resolution b)
 - Dental Insurance (resolution c)
 - Short Term Disability Insurance (resolution d)
 - Vision Insurance (resolution e)
 - Hospital, accident, and critical illness insurance plans (resolution f)

f. Background:

1. The Insurance Committee also discussed renewal rates for 2021 for the ancillary benefits. The committee approved renewing contracts with each entity for the 2021 plan year. Ancillary benefits are employee paid, the county only contributes to the employees basic life insurance policy which is \$1.36 per employee per month.

Changes:

- 3% increase in dental insurance
- Long Term Disability rates remained the same, recommend to continue with The Hartford
- Short Term Disability rates remained the same, recommend to continue with Dearborn National
- Life Insurance rates remained the same, recommend to continue with Sun Life Financial
- Vision Insurance rates remained the same, recommend to continue with VSP
- Hospital, Accident, and Critical Illness rates remained the same, recommend to continue with Cigna

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office: N/A

Approve a Consent Agenda including all of the following actions:

Resolution #__a – 10/06/20

LIFE INSURANCE

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the county life insurance coverage, and

WHEREAS the proposed rates are unchanged from the current contract, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the Life Insurance Contract with Sunlife Financial.

Resolution #__b – 10/06/20

LTD INSURANCE

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the voluntary long term disability coverage, and

WHEREAS the proposed rates are unchanged from the current contract, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the voluntary Long Term Disability Insurance Contract with The Hartford.

Resolution #__c – 10/06/20

DENTAL INSURANCE

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the voluntary Dental Insurance, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to approve an agreement with Health Partners for employee voluntary dental insurance for the January 1, 2021 through December 31, 2021 contract year.

Resolution #__d – 10/06/20

SHORT TERM DISABILITY INSURANCE

WHEREAS the Kanabec County Board of Commissioners has been presented with a

renewal notice for the voluntary short term disability coverage, and

WHEREAS the proposed rates are unchanged from the current contract, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the voluntary Short Term Disability Insurance Contract with Dearborn National.

Resolution #__e – 10/06/20

VISION INSURANCE

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the voluntary vision coverage, and

WHEREAS the proposed rates are unchanged from the current contract, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the voluntary Vision Insurance with VSP.

Resolution #__f – 10/23/19

WHEREAS the Kanabec County Board of Commissioners has been presented with a renewal notice for the voluntary Accident Insurance, Critical Illness Insurance, and Hospital Insurance, and

WHEREAS the proposed rates are unchanged from the current contract, and

WHEREAS the Insurance Committee has recommended approval of the renewal;

BE IT RESOLVED to accept the recommendation of the Kanabec County Insurance Committee and renew the voluntary Accident Insurance, Critical Illness Insurance, and Hospital Insurance with Cigna.

10:45am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Conversion to Hosted 9-1-1 Solution	b. Origination: Emergency Management/Sheriff's Office
c. Estimated time: 10 minutes	d. Presenter(s): Jeff Anderson and/or Brian Smith

e. Board action requested:

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Non-recurring charges (NRC)	Unit	Price	Subtotal
VESTA 9-1-1 PSAP Fee	1	\$ 10,000.00	\$ 10,000.00
Local Survivability Fee		\$ 10,000.00	\$ -
VESTA 9-1-1 Per Position Fee	2	\$ 2,500.00	\$ 5,000.00
VESTA Command POST	1	\$ 2,000.00	\$ 2,000.00
VESTA 9-1-1 Admin Standard training	1	\$ 4,262.00	\$ 4,262.00
VESTA 9-1-1 Admin Complex training		\$ 5,541.00	\$ -
VESTA 9-1-1 Agent training	2	\$ 1,279.00	\$ 2,558.00
VESTA 9-1-1 Agent TTT		\$ 3,168.00	\$ -
VESTA Analytics Admin training	1	\$ 2,131.00	\$ 2,131.00
VESTA Activity View E-Learn		\$ 524.00	\$ -
VESTA 9-1-1 SMS Admin Delta E-Learn	1	\$ 312.00	\$ 312.00
VESTA 9-1-1 SMS Agent Delta E-Learn	1	\$ 634.00	\$ 634.00
VESTA 9-1-1 SMS TTT Delta training		\$ 1,268.00	\$ -
VESTA 9-1-1 SIP Phone training		\$ 1,279.00	\$ -
VESTA Map E-Learn		\$ 1,279.00	\$ -
Cutover Coaching	1	\$ 2,131.00	\$ 2,131.00
		Total NRC	\$ 29,028.00

Monthly recurring charges (MRC)	Unit	Price	Subtotal
VESTA 9-1-1	2	\$ 660.00	\$ 1,320.00
VESTA 9-1-1 Dark/Backup Position		\$ 285.00	\$ -
Local Survivability (per PSAP, not position)		\$ 400.00	\$ -
VESTA Analytics	2	\$ 45.00	\$ 90.00
VESTA Map		\$ 110.00	\$ -
VESTA Activity View		\$ 40.00	\$ -
VESTA Heads-Up Display		\$ 180.00	\$ -
VESTA SIP Phone		\$ 40.00	\$ -
VESTA Command POST - STANDARD	1	\$ 660.00	\$ 660.00
VESTA Command POST - BACKUP		\$ 285.00	\$ -
		Total MRC	\$ 2,070.00

Hosted SaaS Payment Breakdown Schedule

Upon Contract Execution	Unit	Price	Subtotal
VESTA 9-1-1 PSAP Fee	1	\$ 10,000.00	\$ 10,000.00
Upon Equipment Shipment			
VESTA 9-1-1 Position Fee	2	\$ 2,500.00	\$ 5,000.00
VESTA Command POST Fee	1	\$ 2,000.00	\$ 2,000.00
Upon delivery of training services & installation			
All Training			\$ 12,028.00
Total Non-recurring charges			\$ 29,028.00

MRC Commences upon cutover			Monthly		60 month total	
VESTA 9-1-1	2	\$ 660.00 per month	\$ 1,320.00	\$	\$ 79,200.00	
VESTA 9-1-1 Dark/Backup Position	0	\$ 285.00 per month	\$ -	\$	\$ -	
Local Survivability (per PSAP, not position)	0	\$ 400.00 per month	\$ -	\$	\$ -	
VESTA Analytics	2	\$ 45.00 per month	\$ 90.00	\$	\$ 5,400.00	
VESTA Map	0	\$ 110.00 per month	\$ -	\$	\$ -	
VESTA Activity View	0	\$ 40.00 per month	\$ -	\$	\$ -	
VESTA Heads-Up Display	0	\$ 180.00 per month	\$ -	\$	\$ -	
VESTA SIP Phone	0	\$ 40.00 per month	\$ -	\$	\$ -	
VESTA Command POST - STANDARD	1	\$ 660.00 per month	\$ 660.00	\$	\$ 39,600.00	
VESTA Command POST - BACKUP	0	\$ 285.00 per month	\$ -	\$	\$ -	
Total Monthly Recurring over 60 months			\$ 2,070.00	\$	124,200.00	

Total 5YR Contract Price	\$ 95,172.00	
	\$ (29,028.00)	Less grant amount
	\$ 124,200.00	Total 5 year
Total 5 YR Contract Price		
2% Incentive in lieu of annual MRC installments	\$ (2,484.00)	\$ 92,688.00
5% Incentive in lieu of single lump sum MRC payment	\$ (6,210.00)	\$ 88,962.00



Grant Agreement Amendment

Page 1 of 1

Minnesota Department of Public Safety ("State") Division of Emergency Communication Networks 445 Minnesota Street, Suite 1725 Saint Paul, MN 55101	Grant Program: 2019 DECN (CPE) Customer Premise Equipment Grant Agreement No.: A-DECN-CPE-2019-NEECB2-2 Grant Amendment No.: 1																
Grantee: Northeast MN Minnesota Emergency Communications Board 100 N. 5 th Avenue West #103 Duluth, MN 55802	Grant Agreement Term: Effective Date: 01/01/2020 Expiration Date: 3/31/2022																
Grant Matching Requirement: <table><tr><td>Original Agreement Amount</td><td>\$ 0.00</td></tr><tr><td>Previous Amendment(s) Total</td><td>\$ 0.00</td></tr><tr><td>Current Amendment Amount</td><td>\$ 0.00</td></tr><tr><td>Total Agreement Amount</td><td>\$ 0.00</td></tr></table>	Original Agreement Amount	\$ 0.00	Previous Amendment(s) Total	\$ 0.00	Current Amendment Amount	\$ 0.00	Total Agreement Amount	\$ 0.00	Grantee Agreement Amount: <table><tr><td>Original Agreement Amount</td><td>\$ 204,570.92</td></tr><tr><td>Previous Amendment(s) Total</td><td>0.00</td></tr><tr><td>Current Amendment Amount</td><td><u>\$ 239,623.77</u></td></tr><tr><td>Total Agreement Amount</td><td>\$ 444,194.69</td></tr></table>	Original Agreement Amount	\$ 204,570.92	Previous Amendment(s) Total	0.00	Current Amendment Amount	<u>\$ 239,623.77</u>	Total Agreement Amount	\$ 444,194.69
Original Agreement Amount	\$ 0.00																
Previous Amendment(s) Total	\$ 0.00																
Current Amendment Amount	\$ 0.00																
Total Agreement Amount	\$ 0.00																
Original Agreement Amount	\$ 204,570.92																
Previous Amendment(s) Total	0.00																
Current Amendment Amount	<u>\$ 239,623.77</u>																
Total Agreement Amount	\$ 444,194.69																

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Exhibit A of the Original Grant Agreement is replaced by Revised Exhibit A, which is attached and incorporated into this Grant Agreement. Any references to Exhibit A in the Original Grant Agreement now refer to Revised Exhibit A.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: Diana Stahlberg

(with delegated authority)

Title: Director

Date: 7/23/20

Grant Agreement No. A-DECN-CPE-2019-NEECB2-2 / PO# 3000065603

2. GRANTEE

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

Signed: _____

Print Name: See attached

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____


Date: _____

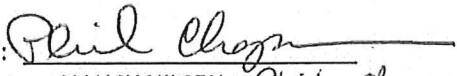
Distribution: DPS/FAS

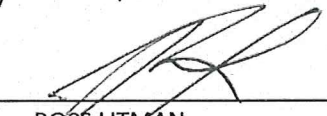
Grantee

State's Authorized Representative

COUNTY OF ST. LOUIS

BY: 
MICHAEL JUGOVICH
Chair of County Board

BY: 
~~NANCY NILSEN~~ Phil Chopman
Deputy Auditor/Clerk of the Board

BY: 
ROSS LITMAN
Sheriff

APPROVED AS TO FORM & EXECUTION:
MARK RUBIN
St. Louis County Attorney

BY: 
THOMAS STANLEY
Assistant County Attorney

Dated: 7-17-20

2020-13883

2019 DECN (CPE) Customer Premise Equipment

Revised - EXHIBIT A

Organization: Northeast Regional Emergency Communications Board (NEECB) - (St. Louis County)

A-DECN-CPE-2019-NEECB2-2

Budget Summary (Report)

CPE: Carlton County 911 CPE				
Budget Category	Award	Match		
Equipment				
Viper Bundle	\$43,302.08	\$0.00		
Viper Bundle (state match)	\$28,868.06	\$0.00		
Total	\$72,170.14	\$0.00		
Total	\$72,170.14	\$0.00		
CPE: Cass County 911 CPE				
Budget Category	Award	Match		
Equipment				
Replace 911 call handling equipment	\$84,187.62	\$0.00		
Replace 911 call handling equipment (state match)	\$56,125.08	\$0.00		
Total	\$140,312.70	\$0.00		
Total	\$140,312.70	\$0.00		
CPE: Cook County 911 CPE				
Budget Category	Award	Match		
Equipment				
CentralSquare 911 Pro - Cook	\$56,820.87	\$0.00		
CentralSquare 911 Pro - Cook (state match)	\$37,880.58	\$0.00		
Total	\$94,701.45	\$0.00		
Total	\$94,701.45	\$0.00		
CPE: Lake County 911 CPE				
Budget Category	Award	Match		
Equipment				
CentralSquare 911 Pro - Lake	\$64,489.44	\$0.00		
CentralSquare 911 Pro - Lake (state match)	\$42,992.96	\$0.00		
Total	\$107,482.40	\$0.00		
Total	\$107,482.40	\$0.00		
CPE: Kanabec County 911 CPE				

2019 DECN (CPE) Customer Premise Equipment

Organization: Northeast Regional Emergency Communications Board (NEECB) - (St. Louis County)

Budget Summary (Report)

Revised - EXHIBIT A

A-DECN-CPE-2019-NEECB2-2

Budget Category	Award	Match
Equipment		
Kanabec County - Vesta 9-1-1 System	\$17,716.80	\$0.00
Kanabec County - Vesta 9-1-1 System (State Match)	\$11,811.20	\$0.00
Total	\$29,528.00	\$0.00
Total	\$29,528.00	\$0.00
Total	\$444,194.69	\$0.00
Allocation	\$444,194.69	\$0.00
Balance	\$0.00	\$0.00

Hosted 9-1-1 service



Seeking approval to migrate to a “Hosted 911 System”

History

Since 9-1-1 was first introduced to Kanabec county in the mid 1980's, we have always purchased the necessary equipment and then paid our vendor an annual maintenance fee to keep us running smoothly. With each piece of new technology over the years we have been mandated to upgrade our equipment at substantial cost to the county. About every 5 years we have a major equipment upgrade. 64 out of 87 Minnesota counties have turned to VESTA 9-1-1 as a long-term solution.

Proposed Solution

A “Hosted 9-1-1 solution” basically means Motorola owns, maintains, and upgrades all equipment in the dispatch center and we simply pay a monthly fee for service. They also host the backroom equipment that is physically located off-site. With any new mandate put out by the state, it is Motorola’s responsibility to upgrade their equipment to comply. In the dispatch center at the beginning of each shift, the dispatcher is logging into the hosted equipment.

Benefits

- Monthly and annual budgets are known 5 years into the future avoiding expensive capitol outlays for equipment upgrades.
- The ability to move to a different dispatch center, log in and answer 9-1-1 and administrative calls like you were in your own dispatch center.
- Ability to receive our own text to 9-1-1 calls. Currently we pay St Louis County approximately \$100 per month for this service.
- Included is the ability to take a supplied Motorola laptop and answer 9-1-1 and administrative calls where ever you have a WiFi connection. During Pandemics and emergency staff shortages, this would allow us to support the dispatch center remotely.

Cost?

Non-Recurring costs:

\$29,528 for initial set-up, training, and cut-over.

(see attached spreadsheet for detail)

\$29,528 – Approved and covered by grant.

(see attached grant approval document)

No cost to the county.

Cost?

Recurring costs:

\$2,070/month or \$124,200/60 month period.

Subtract from this our current expenses of \$100/monthly for text to 9-1-1 and our annual maintenance contract of \$11,265.83 equals \$1,038.82/monthly or \$62,329.20/60 months.

Cost?

Recurring costs Difference:

An additional \$1,031.18/month or \$61,870.80/60 month period. This of course is not factoring in the cost of owning and updating our own equipment.

Our current equipment is aging and needing replacement and/or upgrades in the next year. For example, just the cost of text to 9-1-1 is \$30,000. Additionally, photos and videos to 9-1-1 will be mandated in the future years.

Updating and continuing to own our existing equipment most likely will exceed \$200,000 every 5 years plus the annual maintenance fee. Our existing system will likely cost \$250,000 over the next 5 years or \$4,166 per month.

Cost?

Monthly recurring costs qualify for E911 funds to be utilized.

I am proposing modifying our (3) current answering positions to (2) utilizing standard PCs (supplied) and (1) laptop for our 3rd position. The laptop utilizes a full external monitor, keyboard, and mouse (supplied) so it will function identically as the other (2) positions. The benefit of course is the ability to quickly remove the laptop and set up wherever it is needed to assist the dispatch center remotely.

Conclusion

I feel moving forward with this service is in the best interest of the county, particularly when faced with a pandemic. It provides options we do not have today and at substantial savings over a 5 year period.

Thank you for your time and consideration,
Jeff Anderson, PSAP Administrator



KANABEC COUNTY SHERIFF'S OFFICE

VESTA® 9-1-1 AS-A-SERVICE

FEBRUARY 6, 2020

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SECTION 1

1.1 INTRODUCTION

Vesta Solutions, Inc., a Motorola Solutions company (“Vesta Solutions”) is pleased to provide this proposal for the VESTA® 9-1-1 as-a-Service call handling solution to Kanabec County Sheriff’s Office, MN (“Proposal”). This Proposal is subject to the negotiation of a mutually acceptable Master Service Agreement setting forth the applicable terms and conditions.

We are honored to be the emergency call handling equipment provider for many Public Safety Answering Points (PSAPs) in the State of Minnesota, including over 361 answering positions and 67 systems (in 64 Counties). We have migrated 30 systems in Minnesota representing 285 positions to the new VESTA 9-1-1 platform with many more in the process. Vesta Solutions plays an instrumental role in monitoring and managing many of these 9-1-1 solutions.

Vesta Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA® 9-1-1 is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 1,500 agencies, the VESTA 9-1-1 solution was designed to handle IP communications including wireline, wireless, VoIP, TDD/ TTY, SMS/Text. It will evolve to accept access technologies like MMS and video, while maintaining its reputation for reliability and ease of use.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP’s increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solution is designed to meet growing community needs and emerging 9 1-1 technologies. Kanabec County Sheriff’s Office, Minnesota is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Vesta Solutions, Kanabec County Sheriff’s Office, can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions, and selecting the highest possible level of service for the visitors, citizens and public safety professionals of their region.



SECTION 2

2.1 VESTA® 9-1-1 AS-A-SERVICE

2.1.1 What is Included

Vesta Solutions will be providing VESTA® 9-1-1 as-a-Service to Kanabec County Sheriff's Office. VESTA 9-1-1 as-a-Service will provide a secure, reliable, scalable, geo-diverse, redundant hosted and multi-tenant infrastructure that includes:

- VESTA 9-1-1 advanced NG9-1-1 call-processing workstations using HP Mini Desktop workstations
- Advanced call processing
- VESTA SMS
- Enhanced Data Window / RapidSOS Integration
- Automated Abandoned Callback
- Functionality and performance equal to customer premise-based systems
- System wide security management (Virus Protection and Patch Management, pre-tested and verified), and Monitoring & Response services.
- Vesta Solutions' software and hardware support
- Includes all standard hardware and software typically needed.¹
- 9-1-1 calls are routed through the host centers
- Monthly recurring charges based on number of positions
- Variable non-recurring setup fee
- 60 month term
- Remote PSAP site equipment and services
- Network connectivity to all sites provided by ECN
- Full installation, project management, support and maintenance services
 - Management, maintenance, administration and support of the system including:
 - ◆ Local support
 - ◆ Service Desk

¹ UPS' and Headsets are not included as components of the VESTA 9-1-1 as-a-Service.

2.1.2 Advantages of the VESTA 9-1-1 as-a-Service

- Lower cost of entry/capital expenditures are reduced – you pay for what you need without having to buy hardware to host your system.
 - Long term costs are known. Pay as you go – the VESTA 9-1-1 as-a-Service model gives you the benefit of predictable costs. Even if you scale, you have a clear idea of what the costs will be. This allows for more accurate budgeting.
- Hardware and operating system are owned by Vesta Solutions. Hardware or operating system changes that are required due to VESTA 9-1-1 upgrades or updates are the responsibility of Vesta Solutions. This mitigates unknown or surprise costs to the end user.
- MYVESTA® SERVICES WEB PORTAL
 - The MyVESTA Services Portal is Minnesota's front-end into our support structure. The portal provides direct access into our Incident Management system where Minnesota PSAPs have access to the same information as our engineers and managers. The Portal provides the ability to:
 - ◆ Create cases, provide updates or to obtain status updates for an existing case
 - ◆ Query statistical data or export to Excel, CSV, or PDF formats
 - ◆ Submit or obtain status on Service Requests
- A dedicated Vesta Solutions' Service Manager

The VESTA® 9-1-1 call handling solution is a mission-critical call management and response solution that is aligned with NENA standards, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports standard telephony interfaces to simplify integration into existing telephony networks
- Service engineered to ensure that there is essentially no single point of failure, i.e. Most of the hardware is duplicated within the system to ensure redundancy

2.1.3 VESTA 9-1-1 Advantages

- VoIP, IETF SIP and i3- based technology
- Proven reliability with thousands of systems and tens of thousands of positions deployed
- Advanced SIP architecture designed specifically for mission-critical NG9-1-1 application
- Geo-Diverse configurations to maximize flexibility and survivability
- Purpose-built, fault-tolerant architecture with no single point of failure
- Standard features include: no-hold conferencing, automatic call re-queuing and intelligent speed dial functions (specifically designed for emergency call taking environments)
- Support for key-system mode of operation with multi-mode call selection, including priority answer

- Desktop Client application with a new but familiar User Interface (UI) designed for usability, efficiency and flexibility
- Superior interface with the optional VESTA® Analytics solution for Management Information System (MIS)
- Remote maintenance and monitoring capabilities
- Support services from renowned PSAP industry leaders
- Options include mobile VESTA® CommandPOST solution for remote positions, VESTA Map Local, Activity View, Heads Up Display (HUD) and/or Local Survivability with simple monthly uplift pricing for additional feature rich functionality

2.1.4 Supported Interfaces

- Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
- Administrative lines – Centrex, CLID, POTS
- Feature Group D (FGD)
- Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
- Digital interfaces: T1 and PRI
- Automatic Location Identification (ALI) to identify caller information
- CAD interface
- VoIP 9-1-1 interfaces using NENA i3 or Intrado RFAI protocol

Specific features may or may not be available based on the call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally some features listed above represent integration with other third party products that may not form part of the solution.

2.1.5 VESTA 9-1-1 Call-taking position

The VESTA 9-1-1 call-taking position provides a GUI to allow Calltakers to quickly process emergency and non-emergency calls. VESTA 9-1-1 call-taking positions are configured with:

- HP Small form factor (SFF) workstations
- 22 inch wide-screen monitor.
- Integrated Instant Recall Recorder (IRR) software. IRR software can be deployed as either single-channel (telephone only) or dual-channel (telephone and radio select audio) modes.
- SAM (Sound Arbitration Module) connected to two standard 310-plug headset jacks
- Handset
- 24 key programmable keypad

2.1.6 VESTA® SMS

The VESTA® SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCC's) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based text to 9-1-1 solution
- SMS Interface integrated into the VESTA 9-1-1 console
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

Services include: 60D Firewall configuration, VESTA 911/VESTA SMS configuration, import of VESTA SMS VM's (if applicable), upgrade of VESTA Analytics (if applicable), and preparation of screen layouts. Note: Customer is responsible for Text Control Center (TCC) services and network charges.

2.1.7 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface. When purchased from Vesta Solutions, the following printer is provided:

- USB color inkjet printer (external print server optional)

Optionally, Kanabec County Sheriff's Office may provide their own printer(s). Printer(s) provided by the End User must be certified to operate on the currently distributed Operating System (O/S) in use by VESTA 9-1-1. End User will be solely responsible for securing and installing the proper print drivers for any printers not supplied by Vesta Solutions.

2.1.8 Automated Abandoned Callback (AAC)

Automated Abandoned Callback (AAC) – Removes the burden from Calltakers to return each call because the system automatically calls back abandoned calls - Calltakers don't have to manually call back each one.

2.1.8.1 How it Works

The Automated Abandoned Callback (AAC) feature returns an abandoned 9-1-1 voice call (via an AudioCodes gateway) and provides the caller with an option of routing into the 9-1-1 dispatch center to speak to a live call taker or opt out, reporting that they are no longer in need of assistance

- Applicable to abandoned emergency voice calls only
- System calls back abandoned calls using configured lines
- A list of voice prompts is played instructing the original 9-1-1 caller to confirm or reject the emergency

- If the emergency is accepted – the call is transferred to the end of the ACD queue associated to the line, if the emergency is rejected – the call is terminated
- If no response is received or the original 9-1-1 caller is not reachable, it shall be configurable if the call is presented at the console as an abandoned call or terminated with no further action
- All AAC filtering is captured in MIS

2.1.8.2 AAC Specifications

The following list includes the AAC specifications:

- The number of times the VESTA 9-1-1 system does an automated callback on an Abandoned Call is configurable from 1 to 10. The default value is 2.
- Upon successful completion of an Automated Abandon Callback, the call will not be visible in the Abandoned Calls window but it is recorded in MIS
- The system does not initiate an automated callback when the caller has called back and the call is in the queue
- The system associates the last known location (ANI) before callback
- The AAC feature does not specifically detect TTY calls and handles the call as if it were a voice call
 - Since AAC cannot decode TTY calls, you can configure a wave file (as baudot tones) which advises the recipient to switch to voice to ensure they are sent DTMF digits

2.1.9 Network

Vesta Solutions will manage and monitor the Data Centers. ESInet connectivity to VESTA 9-1-1 Host Centers will be provided by ECN along with connectivity to the PSAPs.

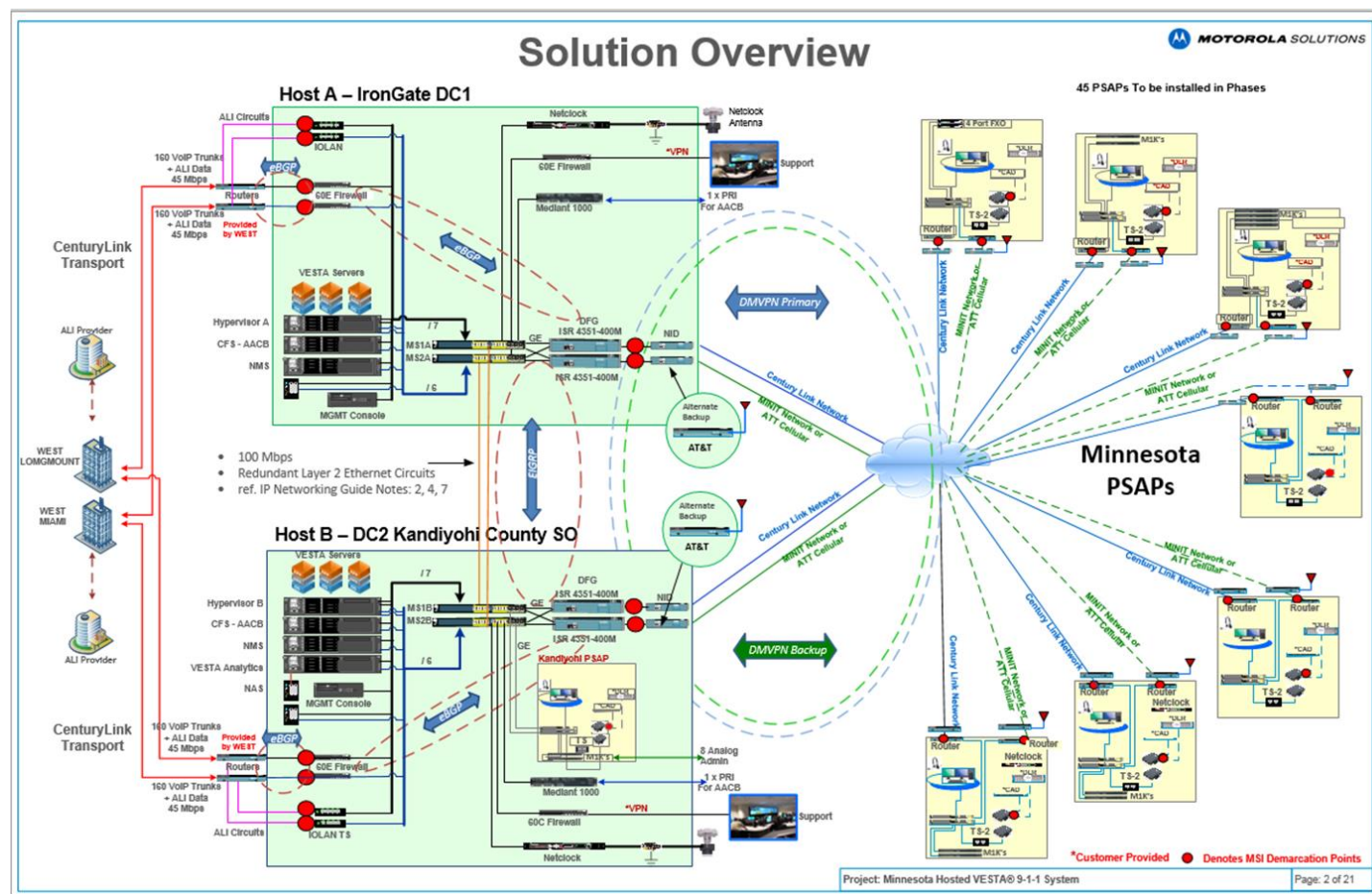


FIGURE 1 - Solution Diagram

2.2 OPTIONAL VESTA® AS-A-SERVICE COMPONENTS

2.2.1 VESTA® Analytics

The optional VESTA® Analytics solution is the Vesta Solutions' next-generation Management Information System (MIS). The VESTA Analytics solution expands on the role of MIS, becoming a comprehensive management platform.

A record of each incoming and outgoing VESTA® call will be contained within the VESTA Analytics database. At a minimum, the record contains the following information:

- Seize Time
- Answer Time
- Transfer Time
- Hang-up (disconnect) time
- Position number
- Agent
- Incoming number (ANI)
- Date/time
- ALI
- ANI log of disconnected calls showing arrival time and disconnected party abandonment time.

Microsoft Internet Explorer v. 6.0 or later is required to run the browser interface to the VESTA Analytics solution. Microsoft .Net support libraries v. 2.0 or higher are also required on the workstation accessing the VESTA Analytics MIS system. A VESTA Analytics administrative workstation is not included with the VESTA 9-1-1 as-a-Service.

The VESTA Analytics solution will be deployed in the Hosted model. In this model, a single VESTA Analytics system is used for reporting services in a multi-PSAP environment. This model allows each PSAP's data to be segregated so that users may only see/report on their specific PSAP's data.

2.2.1.1 VESTA Analytics Client

No dedicated client software is required to access the VESTA Analytics system. All access is performed using the Microsoft Internet Explorer 6.0 or later browser. One VESTA Analytics system access license is provided for site use. The VESTA Analytics access licenses are "concurrent usage" licenses. Users may log into the system from any workstation connected to the network to access the VESTA Analytics reporting. A dedicated administrative workstation is not provided with this Proposal.

2.2.2 VESTA® CommandPOST

The optional VESTA® CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are preserved. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA Command Post call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station
- External monitor
- External mouse & keyboard

2.2.3 Activity View

The optional Activity View management application provides real-time monitoring of PSAP activities. The Activity View management application may be configured by the user to display the status of:

- Call taker status
- Group status
- Group ACD status
- Incoming trunks
- Administrative lines
- Active calls

A user may also configure custom message colors and set a variety of thresholds that will trigger color changes.

Beginning with Sentinel Patriot 3.2 or later or VESTA 9-1-1 or later, the Activity View application also supports a Display Panels feature allowing a user to configure a display output that is compatible with large screen (wall-mount) monitors and/or projectors.

The Activity View management application can also display up to five (5) marquee messages to inform call-takers of upcoming events.

NOTE: It is recommended that the Activity View application be installed on a separate workstation from the VESTA 9-1-1 call-taker application due to the amount of CPU and network resources required. If installed on the same workstation as the VESTA 9-1-1 call-taker application, both applications should not be running at the same time.

2.2.4 VESTA® 9-1-1 Heads Up Display

The optional VESTA® 9-1-1 Heads up Display (HUD) allows a PSAP to display call queue and PSAP activity information on large screen monitors typically mounted on the wall or hanging from the ceiling. Information may include queue status (number of calls in queue, length of time in queue), and call taker information (ready/not ready, busy). Various thresholds may also be set which can trigger an audible or visual alert.

2.2.5 Geographic Information Systems

To meet the needs of PSAPs of varying sizes, Vesta Solutions can optionally provide a suite of geographic information systems (GIS) display and update products. Each GIS display product supports the following capabilities:

- Display wireline addresses based upon street centerline or point data
- Accurately plot Phase I & II wireless calls, including showing the uncertainty (if provided)
- Accurately plot SMS/text to 9-1-1 calls based on the location information provided with the call
- Update the caller's location when ALI or location information rebids are performed on the VESTA 9-1-1 call-taker console.
- Integration with Pictometry and aerial imagery (optional)

2.2.5.1 VESTA® Map Local

A Next Generation 9-1-1, real-time mapping application, the optional VESTA® Map Local solution is built on Esri's ArcGIS for Server, the most sophisticated Geographic Information System technology available. As a result, the VESTA Map solution is at the forefront of all GIS advancements, and is the mapping solution for regional or statewide NG9-1-1 systems via and Emergency Services IP Network (ESInet) – enabling resource sharing and cost savings.

Additionally, the VESTA Map solution may also be integrated with:

- Automatic Vehicle Location (AVL) systems
- Computer Aided Dispatch (CAD) systems
- Real-time data and historic data resources

SECTION 3

3.1 TRAINING

A key goal of Vesta Solutions is to develop and deliver world class learning programs that build every customer's technical product and systems knowledge, skills, and expertise. The company's courseware, instructors and documentation are all focused on enabling 9-1-1 organizations to receive maximum operational benefit from the VESTA 9-1-1 call taking solution.

Training courses offered for the solution are designed to ensure that the PSAP's transition smoothly to the new VESTA 9-1-1 as-a-Service as they come on-line. Vesta Solutions' course instructors will work in a consultative manner to ensure that the scheduling of courses best meets the requirements of the County and their personnel.

Vesta Solutions' Best Practices:

- Professional/experienced instructor staff
- On-site training utilizing customers equipment for hands on instruction
- Limit class sizes to no more than eight students
- Keep it simple instruction – build confidence of students as they learn

Recommended training for the transition to VESTA 9-1-1 as-a-Service and pricing has been provided to allow an a la carte purchase of only the necessary number of courses necessary to complete transition training of administrators and staff. At this time, without a formalized timeline for PSAP transitions the total number of courses cannot be determined. Vesta Solutions will collaborate with Kanabec County Sheriff's Office to determine final number of courses required.

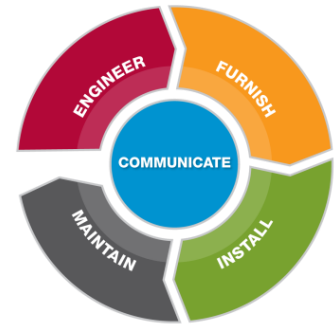
Please refer to Section 5 Pricing & Payment Terms.

SECTION 4

4.1 SUMMARY OF SERVICE MANAGEMENT

Vesta Solutions is committed to supporting our customer base in Minnesota. Our goal is to build a service relationship you can trust and count on to meet your needs and the demands of NG9-1-1 technologies. A sound Service and Support Model is a cornerstone to this relationship.

The service and support model we have for Minnesota will maximize the operations of your PSAPs while achieving the highest level of system performance and reliability. Our Service Manager will maintain close communications with Minnesota PSAPs, to continually monitor and assess your services at all stages and adapt where necessary.



4.1.1 Summary of Services

We have identified the following VESTA® Services we feel best support Minnesota's requirements, with additional services being available over the life cycle of your system.

The structure of our services is a three-layer focus:

- Service Management
 - Service Desk
 - Technical Support
 - MyVESTA® Services Portal
 - Service Manager
 - Spares Management
- On-Site Services
 - On-site Support Engineers
 - Hardware Support
 - Software Support
 - Preventive Maintenance Support
- Network Security & Operations Center (NSOC)
 - Monitoring and Management of the 9-1-1 System
 - Security Management
 - ◆ Virus Protection
 - ◆ Patch Management

4.1.2 Service Desk

Co-located with the Technical Support team within the VESTA Network & Security Operations Center (NSOC), is the Vesta Solutions' Service Desk. Minnesota PSAPs will have the ability to contact the Service Desk via your dedicated toll-free number, email, or the Web Portal to report an incident, inquire on the status of an incident, or place a Move, Add, Change (MAC) request.

Below are the services provided by the Vesta Solutions' Service Desk:

- 24/7/365 availability to assist with immediate service needs
- Engagement until the issue is resolved. As the central-point-of-contact, the Service Desk owns the issue and stays engaged, providing ongoing communication from issue reporting through issue resolution.
- Knowledgeable technical resources to receive and take action on the user requests for service.
- Knowledgeable technical resources to receive and classify user requests and implement appropriate engagement processes to facilitate resolution.
- Remote analysis to assist in identifying a corrective action plan.
- Engagement of next level management (Service Manager) to ensure timely problem resolution.
- Updates to the PSAPs management/stakeholders for on-going requests for service.

Because the Service Desk is co-located with the VESTA NSOC, Minnesota is assured that we will have a holistic view of your entire solution to expedite issue coordination and resolution.

4.1.3 Technical Support Center

The Technical Support Center, co-located with the Service Desk and NSOC, is available 24x7x365 and can be reached at 800.881.4245. Staffed with subject matter experts, the Tech Support Center:

- Investigates, troubleshoots, and in most cases, resolves incidents remotely
- Maintains a state-of-the-art lab to recreate reported issues
- Performs in-depth analysis
- Interfaces with R&D for escalated issues

4.1.4 MyVESTA® Services Web Portal

The MyVESTA Services Portal is Minnesota's front-end into our support structure. The portal provides direct access into our Incident Management system where Minnesota PSAPs has access to the same information as our engineers and managers. The Portal provides the ability to:

- Create cases, provide updates or to obtain status updates for an existing case
- Query statistical data or export to Excel, CSV, or PDF formats
- Submit or obtain status on Service Requests

4.1.5 Service Manager

The Vesta Solutions' Service Manager for Minnesota will direct and manage all aspects of your contracted services. Your Service Manager will:

- Work with our Service Desk and support engineers to oversee the delivery of services, while ensuring agreed upon service levels are maintained.
- Work with the Minnesota 9-1-1 Coordinator, the PSAPs, and our Service Desk, to establish and refine policies and procedures and to deliver best in class performance.
- Proactively manage system & product life cycle of the equipment supplying information regarding upgrades and updates.
- Serve as the escalated point of contact when normal troubleshooting efforts are not successful.
- Engage the appropriate resources, teams, and individuals to troubleshoot and facilitate the resolution of complex service issues.
- Serve as the liaison between the PSAP and our internal departments for escalated issues.
- Provide timely and frequent informational updates about progress towards resolving issues.
- Ensures service and performance quality of the system.

4.1.6 On-site Support Engineers

Vesta Solutions' support engineers or third party certified service providers are located within the State of Minnesota to serve the PSAPs on the Vesta Solutions' products and systems.

- The designated Vesta Solutions' support engineers are trained in our products and systems including, but not limited to, VESTA 9-1-1, VESTA Analytics and VESTA Locate systems.
- The designated Vesta Solutions' support engineers will be instrumental in the implementation and cut over of the Minnesota Vesta Solutions' products and systems to ensure they are fully knowledgeable of the configurations deployed at each site.
- For critical and major issues, including reported incidents that cannot be resolved remotely, Vesta Solutions will engage the support engineers to address reported incidents.
- Vesta Solutions will assign on-site support engineers, five (5) days a week, eight (8) hours per day to serve the various Minnesota PSAP sites and who will be based within the two (2) hours of the PSAP locations
- 24x7 Support for Critical Incidents (please refer to the Severity Level and Response Definitions below)
- Support engineers will be available on an on-call basis for response to Critical and Major incidents
- The support engineers will perform corrective actions and ensure break-fix requests are repaired in a timely and efficient manner.

- The support engineers will open incident reports with the service desk for on-site customer initiated requests
- On-site move, add, and changes (MACs) outside of support and maintenance of the system can be quoted as requested.
- As part of routine maintenance, our support engineers will perform preventive maintenance tasks.
- To the fullest extent possible, in the event of force majeure or other malicious acts, the Vesta Solutions' support engineers will perform the necessary actions to bring the system to full functionality.

4.1.7 Network & Security Operations Center

The NSOC monitors and provides on-going management of our solutions and works closely with the Service Desk. Remote monitoring, access control, virus protection and patch management are components of the Vesta Solutions' NSOC services, and are described in the Managed Services Offerings Policy available on request.

The NSOC provides:

- Management of the our solutions on a 24x7x365 basis
- Continuous monitoring of the performance and availability of the VESTA 9-1-1 solution
- Creation of alerts based on thresholds and parameters and distributes notifications appropriately
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality

4.1.8 Severity Level and Response Definitions

For each reported or alert generated critical or high incident, the Service Desk will apply a Severity Level classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

Severity Levels Classifications

Severity	Target Response Time	Description	Examples	Communication to Customer
Critical 24/7/365	<ul style="list-style-type: none"> Within 15 minutes, notification will be provided to customer Within 2 hours support engineer will be on-site After the initial notification, hourly updates will be provided through restoral to a non-critical state. 	The inability to receive or process 9-1-1 calls or loss of ALI	<p>Reduction of 50% or more of system functionality regardless of the nature of the outage.</p> <p>Host Down – The back-room equipment of a multi-tenanted system is impacting the ability to process 9-1-1 calls at all sites</p> <p>PSAP / Site Down – A single site / PSAP / tenant who is unable to receive or process 9-1-1 calls. Calls cannot be presented, answered, or effectively transferred outside the affected site.</p>	Hourly
High 24/7/365	<ul style="list-style-type: none"> Within 30 minutes, notification will be provided to customer Within 4 hours support engineer will be on-site Within 2 hour, notification to the County 9-1-1 manager or designee will be made 	<p>The loss of critical functionality or multiple components. Examples of multiple components are:</p> <ul style="list-style-type: none"> No LTR audio logging Loss of critical redundancy Loss of multiple positions 	<p>Reduction of 10% or more of outgoing or incoming traffic in the system or the non-functioning of 9-1-1 call handling software features, recorders, interfaces, or other functions rendering the system less than 90% functional.</p> <p>Host Degraded – The back-room equipment of a multi-tenanted system is impaired so that it is not providing full redundancy</p> <p>PSAP / Site Degraded – A single site / PSAP tenant have an incident that impairs a feature of the system, but the site/PSAP is able to receive and process 9-1-1 calls.</p>	Every two (2) hours
Medium and Low 8/5/Next Business Day (Excluding Holidays)	<ul style="list-style-type: none"> Within 8 hours of Medium/Low classification, the support engineer will address 8 am to 5 pm local site time or next business day. NOTE: All Critical and High severities will be prioritized over any Medium/Low severity. 	<p>The failure of a device/product that only impacts</p> <ul style="list-style-type: none"> A single component or position 	<p>Minimal reduction of system operability or little to no effect on system operability and usability</p> <p>The loss of a single workstation or failure of a workstation component such as keyboard or monitor.</p>	As needed

SECTION 5

5.1 PRICING AND PAYMENT TERMS

This Proposal and the quote provided herein is contingent upon Vesta Solutions obtaining a total of thirty (30) minimum, signed PSAP positions in the State of Minnesota. The prices quoted herein are good for a period of 120 days from the date of this Proposal.

The Set-Up Fee is a non-recurring charge ("NRC") that is non-refundable, and is invoiced upon shipment of equipment to the PSAP's. Any items listed as optional, that are purchased outside of the service arrangement will be invoiced upon delivery.

Monthly recurring charges ("MRC") for each PSAP shall be first invoiced upon that PSAP going in-service. Invoices shall be rendered on a monthly basis. Payment is due within thirty (30) days from the date of the invoice.

Fees/prices stated above are exclusive of, and customer shall pay all taxes, duties, levies, fees, or similar charges imposed on Vesta Solutions or on the Customer by the authority (other than taxes imposed on Vesta Solutions' income) relating to these services and the delivery locations. If a withholding tax is required by law, the Customer must contact a Vesta Solutions' representative to discuss the appropriate procedures.

Any changes made to the scope of this Proposal, should be agreed to in writing by both parties prior to signing the negotiated Master Service Agreement. If this is acceptable, the below table can be updated in the proposal docs.

Summary by Expense Category/Component			
<u>Service as a Solution Model</u>			
Non-Recurring Charges			
VESTA 9-1-1 Backroom NRC	<i>Per PSAP Charge</i>	\$	10,000.00
VESTA 9-1-1 PSAP NRC	<i>Per Position Charge</i>	\$	2,500.00
<i>Includes: CPE Call Handling Solution, Installation, Software Support, Managed Services, Maintenance (Excludes training)</i>			
VESTA CommandPOST	<i>Per Position Charge</i>	\$	2,000.00
Monthly Recurring Charges			
VESTA 9-1-1 (CPE) MRC	<i>Per Position/Month</i>	\$	660.00
<i>Includes: CPE Call Handling , Managed Services, and Support</i>			
<u>Network</u>			
ESINet Solution	<i>Per Position/Month</i>		N/A
<u>Optional Items</u>			
VESTA Local Survivability	<i>Per PSAP/Month</i>	\$	400.00
VESTA Local Survivability	<i>Per PSAP NRC Charge</i>	\$	10,000.00
VESTA Analytics		\$	45.00
VESTA Map Local - Basic		\$	70.00
VESTA Map Local - Premium*		\$	110.00

VESTA Activity View	\$	40.00
VESTA CommandPOST	\$	285.00
VESTA Dark/Backup positions	\$	285.00
VESTA Heads-Up Display	\$	180.00
VESTA SIP Phone	\$	40.00

A la Carte Items

V9-1-1 AGENT TRNG	\$	1,279.00
V9-1-1 SMS AGENT DELTA TR	\$	634.00
V9-1-1 AGENT TTT TRNG	\$	2,131.00
V9-1-1 SMS TTT DELTA TR	\$	1,268.00
V9-1-1 ADMIN FOR STD	\$	4,262.00
V9-1-1 ADMIN FOR COMPLEX	\$	5,541.00
V9-1-1 SIP TRNG	\$	1,279.00
V9-1-1 SMS ADMIN DELTA TR	\$	1,267.00
VSENT 4.X ACT-VIEW TRNG	\$	1,279.00
V-ANLYT ADMIN TRNG	\$	2,131.00
CUTOVER COACHING	\$	2,131.00
VMAP LOCAL AGENT TRNG - BUDGETARY	\$	1,279.00

** If no incremental NRC is paid. With incremental \$1400 NRC per position, \$110 drops to \$85*

Thank you for the opportunity to submit this Proposal for the VESTA® 9-1-1 as-a-Service Next Generation Call Handling solution. We are committed and stand ready to provide you the best solution and best service in the industry. We look forward to the opportunity to discuss our Proposal in more detail.

Sincerely,

Joe Fick
 Senior Account Manager
 Command Center Software
 Next Generation 9-1-1 Solutions
 Phone 951-395-3463

11:00am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Request to fill Correctional Officer/Dispatcher vacancy	b. Originating Department/Organization/Person: Sheriff
c. Estimated time: 5 Minutes	d. Presenter(s): Brian Smith

e. Board action requested:

Resolution #__ – 10/6/20

WHEREAS there is a vacancy in the position of a Correctional Officer/Dispatcher, and

WHEREAS the board desires to refill this vacant position, and

BE IT RESOLVED that the County Board authorizes the County Sheriff and the County Personnel Director to hire a Full Time Correctional Officer/Dispatcher to fill the position at Step A, Range 9 of the pay plan which is \$19.92 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED to use the current applicant list for this vacancy, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

f. Background:

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:

Coordinators Comments:

11:10am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Request to fill a vacancy at an advanced step with a highly qualified candidate	b. Originating Department/Organization/Person: Assessor
c. Estimated time: 5 Minutes	d. Presenter(s): Tina Von Eschen

e. Board action requested:

Resolution #__ – 10/6/20

WHEREAS there is a vacancy in the position of a Clerk II, and

WHEREAS the County Assessor has screened candidates and has found a candidate with 1 year 9 months prior experience at a Pay Level 10 position in the Kanabec County Assessor's Office; and

WHEREAS the candidate is a former Kanabec County employee who left the county's employ on good terms; and

WHEREAS the County Assessor would like to extend an offer to this candidate that is above the starting pay level;

BE IT RESOLVED to approve hiring a highly qualified, experienced Clerk II applicant at Pay Level 6, up to Step G of the pay plan.

f. Background:

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:

Coordinators Comments:

11:20am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Minnesota Manufacturing Week Proclamation	b. Origination: EDA
c. Estimated time: 5 minutes	d. Presenter: Heidi Steinmetz

e. Board action requested:

Authorize Chair Ellis to proclaim October 1-7, 2020, as Minnesota Manufacturing Week in Kanabec County



f. Background:

Each year during Minnesota Manufacturing Week, the Minnesota Department of Employment & Economic Development (DEED) encourages communities, local and regional Chambers of Commerce, trade associations, companies and others to recognize the economic importance of the manufacturing sector.

The attached proclamation is one way for Kanabec County to recognize its manufacturers. In addition, the Kanabec County EDA placed a "thank you" ad in the Kanabec County Times on October 1, 2020.

Staff recommends that the Kanabec County Board of Commissioners recognize the Kanabec County manufacturing community through the attached proclamation.

Supporting Documents: Yes Attached: ☒

Date Received in County Coordinator's Office:

Coordinators Comments:



Proclamation

Whereas: Manufacturing is a dynamic and robust industry, crucial to the health and strength of Minnesota's diverse economy; and

Whereas: Manufacturing added \$52.7 billion to Minnesota's economy in 2019, representing the second-largest contribution (14%) to the state's gross domestic product by any industry; and

Whereas: Workers took home \$22.1 billion in wages from Minnesota manufacturing jobs in 2019, the second-largest total payroll among private sector industries; and

Whereas: Manufactured exports brought \$21 billion into the Minnesota economy in 2019; and

Whereas: Manufacturing in Minnesota pays an average annual wage of \$68,081, which is 16% higher than the state's overall average wage; and

Whereas: Manufacturing provides 324,000 highly skilled, well-paying jobs, which significantly contribute to Minnesota's high standard of living and economic vitality.

Now, therefore, I, Kathi Ellis, Chair of the Kanabec County Board of Commissioners, do hereby proclaim that the week of October 1 to October 7, 2020 shall be observed as:

MINNESOTA MANUFACTURING WEEK

in the County of Kanabec on this 6th day of October, Two Thousand and Twenty.

KANABEC COUNTY BOARD CHAIR

11:30am Appointment

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Information Systems Department Update	b. Origination: Information Systems
c. Estimated time: 10 minutes	d. Presenter(s): Lisa Blowers

e. Board action requested:

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

October 6, 2020
Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

1. Local 49 Training Center MOU

Resolution #1 (10-06-20)

2. Construction Update

Resolution #1 (10-06-20)
Local 49 Training Center

WHEREAS the International Union of Operating Engineers, Local No. 49 has submitted a memorandum of understanding agreement for use of the Hinckley, MN training center for Public Works union employees, and

WHEREAS said agreement has been presented before the Board and included herein by reference, and

WHEREAS staff development costs are included in the 2020 budget, and

THEREFORE BE IT RESOLVED to accept the memorandum of understanding dated October 6, 2020 with the International Union of Operating Engineers, Local No. 49 for the use of the Hinckley, MN training center

MEMORANDUM OF UNDERSTANDING

Between

KANABEC COUNTY

And

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL No. 49**

Kanabec County agrees to contribute \$0.10 per hour, for a maximum of 2,080 hours per year, per employee to the Local 49 Training Center effective October 6, 2020. The County may select which employees will attend the Training Center based on the needs of the County. Any request from an employee to attend the Training Center during regular work hours will require the approval of the County Public Works Director. Any request from an employee to attend the Training Center on vacation or personal time will not require approval from the County Public Works Director.

This Memorandum of Understanding will become part of the current Labor Agreement between Kanabec County and the International Union of Operating Engineers Local No. 49 set to expire on December 31, 2021.

KANABEC COUNTY:

FOR I.U.O.E. LOCAL No. 49:

Kristine McNally, County Coordinator

Area Business Rep., Cory Bergerson

Date:

Date:

Agenda Item #1a

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

September 15, 2020

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, September 15, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden, and Recording Secretary Kelsey Schiferli.

The meeting was held in meeting rooms 3 & 4 in the basement of the courthouse to allow for social distancing due to COVID-19. The meeting was also held via WebEx for anyone wishing to attend virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the agenda with the following changes: Delete 9:35am Appointment – Dan Voce, Mora Public Schools Superintendent Introduction. Add 9:35am Appointment – Robbie Anderson, Online Tax Forfeit Land Sale Payment Terms Discussion.

Action #2 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the September 1, 2020 minutes as presented.

Action #3 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the following paid claims:

Kanabec County Auditor HRA	2,022.26
Mora Municipal Utilities	19,608.33
Spire Credit Union	4,980.37
Verizon Wireless	4,683.40
The Hartford Priority Accounts	2,188.91
Further	1,388.95
Midcontinent Communications	187.36
VISA	4,493.20
East Central Energy	268.30
9 Claims Totaling:	<u>\$39,821.08</u>

Action #4 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to recess the Board Meeting at 9:04am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:04am on Tuesday, September 15, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Family Services Director, Chuck Hurd presented the Family Services Agenda.

Action #FS5 – It was moved by Gene Anderson, seconded by Craig Smith and carried unanimously to approve the Family Services Board Agenda as presented.

Kristen Struss met with the Board via WebEx to give an update regarding Child Protection and Children's Mental Health. Information only, no action was taken.

Chuck Hurd, Family Services Director gave the Director's Report.

The Board expressed consensus to approve Chuck Hurd, Family Services Director to sign a contract with Clay County and Next Chapter Technology for the provision of the Case Works system as previously approved in Resolution #FS7 – 7/21/20. Information only, no action was taken.

Action #FS6 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the payment of 99 claims totaling \$172,643.84 on Welfare Funds.

Action #FS7 – It was moved by Les Nielsen, seconded by Gene Anderson and carried unanimously to adjourn Family Services Board at 9:18am and to meet again on October 20, 2020 at 9:05am.

The Board of Commissioners reconvened.

Action #8 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the following claims on the funds indicated:

Road & Bridge

Vendor	Amount
A & M Aggregate	142.45
Ace Hardware	394.84
Advanced Tracking Tech	24.00
Allen Precision Equipment	769.00
Ameripride	465.81
Bjorklund Companies	7,829.05
Brock White Company	119.70

Corrpro	1,216.00
Diamond Mowers	121.41
Fluegge's Ag	475.00
Glens Tire	58.50
Gopher State One-Call	66.15
Jim's Equipment	300.00
Kanabec County Petty Cash	52.50
Kwik Trip Inc.	99.36
Marco	3,203.65
Midstates	33,423.38
MN Dept of Transportation	698.12
Newman Traffic Signs	4,344.56
Oak Gallery	118.47
Office Depot	73.86
Owens Auto Parts	475.44
Pomp's Tire Service	4,458.80
Power Plan	32.00
Quality Disposal	164.25
Sharrow Lifting Products	414.62
USIC Locating	110.00
Wiarcom, Inc	203.55
28 Claims Totaling:	<u>59,854.47</u>

COVID & CARES Act Claims

Vendor	Amount
Ace Hardware	299.90
Braham Public Schools	6,000.00
Central MN Jobs & Training Services	2,000.00
Clifton Larson Allen	615.00
East Central Energy	556.37
Heikes, Greg	600.00
ITSavvy	8,285.00
Kanabec Area Chamber of Commerce	1,000.00
Kanabec Publications	210.00
NorthPost, Inc.	5,000.00
Paradise Theater	7,000.00
PHASE-Industries	10,000.00
Zion Lutheran Church & Preschool	3,000.00
13 Claims Totaling:	<u>44,566.27</u>

Action #9 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

Vendor	Amount
Ace Hardware	9.59
Ace Hardware	22.99
Advanced Correctional Healthcare	15,702.18
Ameritech	173.55
Auto Value Mora	71.33
BlueStar Graphics	2,375.00
Braham Motor Service Inc	86.12
Cambridge Medical Center	1,285.40
Carda, Ryan	310.00
Clifton Larson Allen	16,337.25
Curtis, Michael	1,251.58
CW Technology	1,209.40
DKN Construction	32,840.26
East Central Exterminating	125.00
ECM Publishers	609.00
Emergency Automotive Technologies	3,219.06
FBG Services Corporation	6,410.24
FBG Services Corporation	584.80
G & N Enterprises	62.95
Glen's Tire	801.86
Grainger	173.03
Grand Event Center	250.00
Granite City Jobbing	601.22
Granite Electronics	1,254.24
Handyman's Inc	81.48
Handyman's Inc	238.08
Hoefert, Robert	1,355.85
Horizon Towing	318.67
Ingebrand Funeral Home	430.00
Johnsons Hardware & Rental	22.99
Kanabec County Recorder	46.00
Kanabec Publications	1,034.25
Kanabec Publications	774.00
Kanabec Publications	574.35
Kanabec Soil & Water Cons.	1,534.89

Krist, Laura	119.40
Manthie, Wendy	873.43
Marco	62.68
Marco	62.68
Marco	62.72
Marco	3,203.65
Marco	134.68
Marco	62.68
Marco	125.36
Mattson Electric	300.00
MEI Total Elevator Solutions	1,014.58
Minnesota Monitoring, Inc.	805.00
Minnesota Sheriffs' Association	240.00
MN Counties Insurance Trust	134.00
MNCCC	100.75
Mora Area Chamber of Commerce	75.00
Nelson, Ronette	270.83
Office Depot	50.56
Office Depot	379.03
O'Reilly Auto Parts	19.95
Quality Disposal Systems	388.36
Quality Disposal Systems	24.15
Quality Disposal Systems	199.35
Southwest Regional Development Commission	25.00
Stellar Services	244.24
Summit Companies	1,200.00
Summit Food Service Management	3,770.50
Tinker & Larson Inc	1,095.45
Tinker & Larson Inc	98.75
UPS	21.31
Van Alst, Lillian	1,317.90
Visser, Maurice	720.27
Watch Guard	10,490.00
Zamora, Ray	121.90
69 Claims Totaling:	<u>119,990.77</u>

Kris McNally, County Coordinator presented CARES Act Government Committee Funding Request #3. The Board expressed consensus to hold the resolution until later in the meeting in order to address questions regarding the proposed Livescan System for the jail.

Action #10 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #10 -9/15/20

WHEREAS, the County of Kanabec has been named as a Respondent in a Petition to Vacate (Public Road) (northeasterly parcel of Sorenson's Addition, 33 feet wide by 145 feet bounded on the north by Knife Lake shoreline);

WHEREAS, due diligence has been performed on the issue at hand and an agreement reached with Petitioner Kirsten Bruley; and

WHEREAS, the attorneys involved have drafted a JOINT STIPULATION OF PETITIONER AND RESPONDENT COUNTY OF KANABEC.

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby approves the JOINT STIPULATION OF PETITIONER AND RESPONDENT COUNTY OF KANABEC.

BE IT FURTHER RESOLVED that the County Attorney is granted the authority to sign on behalf of the County as its attorney of record in this case.

Roberta Anderson, Deputy Auditor Tax met with the Board to discuss matters concerning payment terms for the tax forfeited land sale. The Board expressed consensus that all bids must be paid at the time of sale.

Barb McFadden, County Attorney presented a request to advertise for a potential vacancy in her department due to and upcoming retirement.

Action #11 – Les Nielsen introduced the following resolution and moved its adoption:

Resolution #11 – 9/15/20

WHEREAS there is a vacancy in the position of a Legal Secretary/Paralegal, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Attorney and the County Personnel Director to hire a Full Time Legal Secretary/Paralegal to fill the position at Step A, Range 8 of the pay plan which is \$18.79 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

BE IT FURTHER RESOLVED that the position shall not be filled until a formal

resignation is received, at which time the County Attorney must come back to the Board for final approval before a job offer is made.

The motion for the adoption of the foregoing Resolution was duly seconded by Gene Anderson and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Kathi Ellis, Dennis McNally, Les Nielsen
OPPOSED: Craig Smith
ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Tina Von Eschen, County Assessor met with the Board to discuss matters concerning her department.

Action #12 – Les Nielsen introduced the following resolution and moved its adoption:

Resolution #12 – 9/15/20

WHEREAS there is a vacancy in the position of a Assessor Clerk II, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Assessor and the County Personnel Director to hire a Part Time Assessor Clerk II (under 30 hours a week) to fill the position at Step A, Range 6 of the pay plan which is \$16.72 per hour or the rate set by internal promotion.

The motion for the adoption of the foregoing Resolution was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Kathi Ellis, Dennis McNally, Les Nielsen
OPPOSED: Craig Smith
ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Denise Snyder, County Auditor/Treasurer met with the Board to discuss an executive memo regarding the deferral of payroll tax obligations in light of the ongoing COVID-19 disaster.

Action #13 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to opt **not** to implement the deferral of payroll tax obligations in light of the ongoing COVID-19 disaster at this time.

Denise Snyder, County Auditor/Treasurer led a discussion regarding a succession plan for her office. Information only, no action was taken.

10:24am – The Chairperson called for public comment. Those that responded included:

Jeff Hamme	Comments regarding Orrin & Dorothy Haugen’s Conditional Use Permit Application
Paul Hoppe	Comments regarding Orrin & Dorothy Haugen’s Conditional Use Permit Application
Walt Smith	Comments regarding Orrin & Dorothy Haugen’s Conditional Use Permit Application
Richard Anderson (via WebEx)	Comments regarding Orrin & Dorothy Haugen’s Conditional Use Permit Application

10:36am – The Chairperson closed public comment.

Brian Smith, County Sherriff met with the Board to discuss matters concerning his department.

Action #14 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #14– 9/15/20

WHEREAS there is a vacancy in the position of a Correctional Officer/Dispatcher, and

WHEREAS the PSAP Manager/Emergency Management Director and the County Sheriff have conducted interviews and has found a candidate with 911 dispatching experience;

WHEREAS the County Sheriff would like to extend an offer to this applicant that is above the starting pay level;

BE IT RESOLVED to approve hiring a highly qualified, experienced Correctional Officer/Dispatcher applicant at Range 9, Step C of the pay plan.

Brian Smith gave an update regarding squad car leasing. Information only, no action was taken.

Action #15 – Les Nielsen introduced the following resolution and moved its adoption:

Resolution #15 - 9/15/20

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED that Kanabec County Sheriff's Office enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2020 through September 30, 2021.

BE IT FURTHER RESOLVED that the Kanabec County Sheriff is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Kanabec County and to be the fiscal agent and administer the grant.

The motion for the adoption of the foregoing Resolution was duly seconded by Craig Smith and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Kathi Ellis, Craig Smith, Les Nielsen
OPPOSED: Dennis McNally
ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Brian Smith presented the Sheriff's Quarterly Report covering 4/1/20 through 6/30/20. Information only, no action was taken.

Jason Weinerman, Board of Water & Soil Resources State Agency (BWSR) met with the Board via WebEx to discuss the Rum River 1 Watershed 1 Plan Implementation Organizational Arrangement Options. Information only, no action was taken.

Orrin and Dorothy Haugen met with the Board to present a Conditional Use Permit Application. Ryan Carda, Environmental Services Technician presented the permit application and reviewed the recommendations from the Planning Commission.

Action #16 – Dennis McNally introduced a motion to approve the following resolution:

Resolution #16 – 9/15/20

WHEREAS Orrin and Dorothy Haugen have submitted an application for a Conditional Use Permit for the Planned Use Development of an RV Park in the shoreland zone of Ann Lake, and

WHEREAS The Planning Commission held a public meeting to review the application and voted unanimously to recommend that the County Board approve the Conditional Use Permit application with the following conditions:

1. The septic system that is installed will be designed by a licensed septic professional and follow the state septic code 7080-7083.
2. A garbage dumpster location will be put in the park for residents to dispose of trash.
3. The layout be revised to meet recalculated tier density calculations and that a new formalized layout be submitted prior to going to the County Board.

4. The applicant submit documentation from the project engineer that the pond and site were built in accordance with the plans and drainage report.
5. The berm, stormwater pond, and applicable silt fence should be included in the initial improvements during construction.
6. Submit an NPDES Stormwater permit to the Environmental Services office prior to land disturbing activities.

WHEREAS all relevant documents for the Conditional Use Permit application were submitted;

THEREFORE BE IT RESOLVED to approve the Conditional Use Permit for the Planned Unit Development – RV Park submitted by Orrin and Dorothy Haugen with conditions recommended by the Planning Commission.

The motion for the adoption of the foregoing Resolution was duly seconded by Les Nielsen and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Dennis McNally, Les Nielsen

OPPOSED: Kathi Ellis, Craig Smith

ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Chad Gramentz, Public Works Director met with the Board to discuss matters concerning his department.

Action #17 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the following resolution:

Resolution #17 – 9/15/20

Snow Removal

WHEREAS the following quotes were received for 2020/2021 snow removal:

Scott's Lawn and Landscape	\$1,020/event
Premier Outdoor Services	\$1,005/event

WHEREAS the low quote of \$1,005/event was submitted by Premier Outdoor Services, and

THEREFORE BE IT RESOLVED to accept the quote of \$1,005 by Premier Outdoor Services and authorize the Public Works Director and Chairperson to sign the contract.

Action #18 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the following resolution:

Resolution #18 – 9/15/20

Purchase Rotary Cutter

WHEREAS the Public Works Department is requesting the purchase of tow-type rotary cutter for ditch maintenance operations, and

WHEREAS Trueman Welters has provided a quote of \$24,284.55 for a Schulte XH1000 S4 rotary cutter, and

WHEREAS said quote is State Contract pricing, and

THEREFORE BE IT RESOLVED to accept the quote of \$24,284.55 by Trueman Welters for a Schulte XH1000 S4 rotary cutter.

Action #19 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #19 – 9/15/20

Surplus Chairs

WHEREAS certain meeting room chairs are planned for replacement to accommodate efficient sanitization through the CARES act funding, and

WHEREAS no other departments within the County have a use for the existing chairs, and

THEREFORE BE IT RESOLVED to authorize Public Works to donate the chairs to other local governments or non-profit/civic organizations within Kanabec County.

Chad Gramentz led a discussion regarding a possible agreement with the City of Ogilvie for the payment of sidewalk associated with CSAH 10 (Rutherford and Hill) project in Ogilvie planned for 2021. The Board expressed consensus for Chad to approach the City of Ogilvie for consideration of entering into an agreement regarding this project.

Chad Gramentz gave an update regarding road projects. Information only, no action was taken.

Chad Gramentz led a discussion regarding Driver's License services.

Action #20 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to open the Driver's License and Environmental Services offices for walk-ins beginning October 1, 2020.

Craig Smith led a discussion regarding the potential privatization of Welia Health. The Board expressed consensus to replace Dennis McNally with Craig Smith on the negotiating committee for the potential privatization of Welia Health.

Action #21 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to retain an outside attorney to consult and assist with the potential privatization of Welia Health.

The Commissioners gave reports on the boards and committees in which they participate. Information only, no action was taken.

Action #22 – It was moved by Les Nielsen, seconded by Gene Anderson and carried unanimously to approve the following resolution:

Resolution #22 - 9/15/20

WHEREAS, Kanabec County received \$ 1,992,345.00 in Cares Act Funding; and

WHEREAS, Kanabec County's intent is to maximize the relief impact of these funds both internally and across our County, and

WHEREAS, the Kanabec County Cares Act Committee has defined three focus areas for local relief: Social Services, Business & Non-Profits, and Government; and

WHEREAS, the Government focus area recommends the following expenditures (estimates) for approval using Cares Act funds:

\$ 17,059	Livescan System with mugshots for the jail
\$ 800	Cybersecurity training library subscription for Sept-Dec 2020

WHEREAS, the Government focus area also recommends partially funding the request of the Braham Public Schools for the purchase of desks in the amount of \$6,000;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the expenditure request of the Cares Act Government Committee up to the amount of \$23,859.

Future agenda items: Tire Ordinance

Action #23 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to adjourn the meeting at 1:04pm and to meet again in Special Session on Tuesday, September 22, 2020 at 9:00am.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,

Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #1b

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

September 22, 2020

The Kanabec County Board of Commissioners met in Special Session at 9:00am on Tuesday, September 22, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: Board Clerk Kris McNally, and Recording Secretary Kelsey Schiferli.

The meeting was held in the Kanabec County Jail Training Room in order to allow for social distancing due to COVID-19. The meeting was also held via WebEx for anyone wishing to attend virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the agenda as presented.

George Eilertson with Northland Securities met with the Board via WebEx to give a presentation regarding infrastructure bonding. Public Works Director Chad Gramentz was also present on-site.

The Board held a discussion regarding the presentation from Northland Securities. The Board expressed consensus to make a decision regarding bonding at a later date.

County Auditor/Treasurer Denise Snyder met with the Board to discuss a succession plan for her office. The Board expressed consensus to approve an increase of approximately \$16,000 to the Auditor/Treasurer's budget in order to hire a trainee in 2021 to start at part time and move to full time status.

The Board held a discussion regarding postage for absentee ballots. These costs will be covered under the CARES Act. Information only, no action was taken.

The Board held a discussion regarding the preliminary 2021 budget.

Action #2 – Gene Anderson introduced the following resolution and moved its adoption:

Resolution #1 – 9/22/20

A Resolution to set the Maximum Levy and
Proposed Preliminary Budget for 2021

BE IT RESOLVED by the Kanabec County Board of Commissioners that the following proposed year 2021 levies and proposed budget be adopted:

FUND	PROPOSED BUDGET	PROPOSED LEVY
<i>a.</i> Revenue Fund	14,256,601	7,085,043
<i>b.</i> Welfare Fund (Family Services)	6,219,694	2,258,822
<i>c.</i> Community Health	3,106,222	388,459
<i>d.</i> Road & Bridge Fund	9,590,006	2,083,361
<i>e.</i> Railroad Authority Fund	1,017	917
<i>f.</i> Debt Service – Tax Capacity based (<i>not including market value levy</i>) “ <i>Building Fund</i> ”	1,040,524	855,284
<i>g.</i> SUB-TOTALS (<i>total of a. through f.</i>)	29,737,946	12,428,636
<i>i.</i> + Debt Service For Market Based Referendum Levy		\$178,740
<i>ii.</i> + EDA Levy		\$150,000
<i>j.</i> TOTAL PRELIMINARY PAYABLE Y2021 LEVY (total= <i>f+i+ii</i>)		\$13,000,626

BE IT FURTHER RESOLVED that \$855,284 of the debt service tax capacity based and all of the market value based of \$178,740 are dedicated to debt service.

BE IT FURTHER RESOLVED that the budget reflects revenue of \$1,191,242 in County Program Aid.

The motion for the adoption of the foregoing Resolution was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Kathi Ellis, Dennis McNally, Les Nielsen

OPPOSED: Craig Smith

ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Action #3 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to adjourn the meeting at 11:15am and to meet again for a Public Hearing regarding the Potential Privatization of the Kanabec Hospital on Tuesday, September 29, 2020 at 6:00pm at The Grand Event Center, and in regular session on Tuesday, October 6, 2020 at 9:00am at the Kanabec County Courthouse.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #1c

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

September 29, 2020

The Kanabec County Board of Commissioners met for a Public Hearing at 6:00pm on Tuesday, September 29, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: Welia CEO Randy Ulseth, Doctor Peter Donner, Board Clerk Kris McNally, Recording Secretary Kelsey Schiferli.

The meeting was held at The Grand Event Center in Mora, MN in order to allow for social distancing due to COVID-19. The meeting was also held via WebEx for anyone wishing to attend virtually. Approximately 75 people attended the hearing in person, and approximately 10 people attended the hearing virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

A notice of public hearing was posted in the courthouse lobby, on the county website, in the Kanabec County Times on September 10th & 17th, and in the Advertiser on September 20th & 27th. County Coordinator Kris McNally read the following public notice aloud:

NOTICE OF PUBLIC HEARING TO SEEK PUBLIC INPUT ON THE TOPIC OF POTENTIAL PRIVATIZATION OF THE KANABEC HOSPITAL

NOTICE IS HEREBY GIVEN that the Kanabec County Board of Commissioners intends to seek public input on the topic of potential privatization of the Kanabec Hospital (dba Welia Health). A public hearing will be held on this matter on the 29th day of September, 2020 at 6:00pm at The Grand Event Center at 2025 Rowland Rd, Mora, MN 55051.

All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the County Coordinator prior to the date of the hearing set forth above.

For more information, contact the office of the Kanabec County Coordinator at 320-679-6440 or visit the Public Notices Section of the Kanabec County website at www.kanabeccounty.org

6:03pm – The Chairperson called for public comment. Those that responded included:

Gerry McCabe	Comments regarding Allina, the current organization of the hospital, and the hospital board.
Larry Brettingen	Comments regarding the history and background of the hospital, clinics, and affiliation with Allina.
Dave Chmiel	Comments regarding the benefit of the hospital to the county.
Mike Johnson	Comments regarding insurance coverage.
Charlie Strickland Jr.	Comments regarding retirement plans for Welia staff.
Jean & Troy Mork	Comments regarding the presentation of potential privatization given to Welia staff.
Chuck Flanders	Comments regarding potential benefits of privatization for both the hospital and county residents.
Karen Renaud	Comments regarding support of privatization as a 22 year employee of Welia and county resident.
Jane Schmidt	Comments regarding the hospital board, and the importance of the hospital to the community.
Brian Niskanen	Comments regarding hospital facility, staff, and recruitment.
Erika Nelson	Comments regarding employee benefits and affiliation with Allina.
Kayla	Comments regarding potential changes to the cost of services and specialists.
Vicki Milbradt	Comments regarding benefits of the county owning the hospital.
Richard Anderson, via WebEx	Comments regarding employment, furloughed staff, and employee contracts.
Evangeline Tutt, via WebEx	Comments regarding concerns from the Nurse's Association including employee benefits, benefits to county residents, and lack of information.
Tom Mullen	Comments regarding affiliation with Allina and support of the privatization of Welia.
Jean Mork	Comments regarding hospital administration, and support of privatization.
Name not provided	Comments regarding keeping the hospital local, and compliments to the organization.

Carl Nordquist	Comments regarding first right of refusal if a larger hospital wanted to buy Welia in the future.
Name not provided	Comments regarding PERA, 457b, and other retirement options for hospital employees.
Name not provided	Comments regarding the hospital being a great place to work and PERA.

The Chairperson read letters of public comment submitted by Jon Sanford, Ronald Peterson, and Robert Jensen.

7:55pm – The Chairperson closed public comment.

7:56pm – The Chairperson adjourned the public hearing.

The Kanabec County Board of Commissioners will meet again in regular session on Tuesday October 6, 2020 at 9:00am in basement meeting rooms 3&4 of the Kanabec County Courthouse.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Burgstahler, Charles	500.00	Driveway Permit Refund	Highway
Card Services (Coborns)	58.98	Wellness Snacks	Employee Wellness
Consolidated Communications	1,041.96	Monthly Bill	Various
CW Technology	1,213.40	Monthly Services	IS
Dearborn National Life Insurance Co	688.97	Short Term Disability Premiums	Employee Benefits
East Central Energy	1,112.62	Intersection Lighting	Highway
East Central Energy	217.86	Intersection Lighting	Highway
Graf, Joe	100.00	Driveway Permit Refund	Highway
Health Partners	6,493.81	Dental Premiums	Employee Benefits
Kanabec County Auditor HRA	48,972.00	4Q 2020 HRA County Contributions	Various
Kanabec County Auditor-Treas	7,791.67	Leased Vehicles	Various
Kwik Trip Inc	6,786.78	County Gas Cards	Various
Life Insurance Co of North America	648.10	Accident, Group Hospital, Critical Illness Ins Premiums	Employee Benefits
Midcontinent Communications	218.51	Phone	Transit
Minnesota Department of Finance	6,353.50	State Fees & Surcharges	Recorder
Minnesota Energy Resources Corp	3,850.76	Gas Utilities	Various
MNPEIP	153,658.46	Health Insurance Premiums	Employee Benefits
Mora Municipal Utilities	991.29	Utilities	Various
Office of MN.IT Services	1,300.00	WAN	IS
Pierson, Kevin	500.00	Driveway Permit Refund	Highway
Spire Credit Union	7,329.98	See Below	
Sun Life Financial	3,711.45	Life Insurance Premiums	Employee Benefits
The Hartford Priority Accounts	2,151.03	Long Term Disability Premiums	Employee Benefits
VSP Insurance Co	278.80	Vision Insurance Premiums	Employee Benefits
24 Claims Totaling:	<u>255,969.93</u>		

Spire Credit Union

109.64	Crown Awards Inc/EE Awards	HR
80.45	Checkforless/check order	Auditor
363.75	Amazon/Scanner	Audit - COVID
199.60	Synaman Renewal	IS
79.99	Go Daddy/SSL Cert	IS
11.59	Amazon/HDMI to VGA Cable	IS
56.07	Amazon/Headset	IS
17.99	Amazon/Desktop Speakers	IS
60.67	Amazon/USB Cables	IS
1,343.76	Amazon/Cables & USB Docks	Family Services - COVID
204.05	Amazon/Laptop Case	Family Services - COVID
18.55	Amazon/Laptop Case	Family Services - COVID
252.00	Supreme Crt. Lawyer Registration	Attorney
225.00	MN Assoc of Assessors Reg	Assessor
329.99	Amazon/Laser Printer	Building Maintenance
17.99	Amazon/Desktop Speakers	Building Maintenance
1,389.95	Floormat.com/DisinfectantCOVID	Building Maintenance - COVID
173.50	Amazon/Headset	VSO
363.75	Amazon/Canon Scanner	VSO
128.93	Amazon/Monitor Magnifier	VSO
13.95	Amazon Prime Membership	Sheriff
75.00	BCA Training/SM	Sheriff
25.98	Amazon/Flash Drive	Sheriff
373.51	WeatherTech/New Squads	Sheriff
56.28	ARC Antenna	Sheriff
150.00	MSA Conf/CB	Jail
30.06	Amazon/Printer Ink	Jail
19.14	Amazon/Stamp	Jail
20.20	Amazon/Hearing Aids	Jail
21.46	Amazon/Medical Record Book	Jail
94.98	Amazon/Spray Bottles (COVID)	Jail - COVID
30.06	Amazon/Thermometer (COVID)	Jail - COVID
111.48	Amazon/Cables	Extension
-8.48	Amazon/HDMI to VGA Cable	Highway

	29.99	Amazon/USB Webcam	Family Services - COVID
	54.77	Amazon/Headset	Family Services
	189.99	Amazon/Headset	Family Services
	77.97	COVID Supplies	Community Health - COVID
	14.99	Amazon/Office Supplies	Community Health
	36.30	Availity Subscription Fee	Community Health
	30.26	Availity Subscription Fee	Community Health
	43.44	Availity Subscription Fee	Community Health
	411.43	Wellness Snacks	Employee Wellness
43 Claims Totaling:	<u>7,329.98</u>		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 10/6/20

Department Name	Vendor	Amount	Purpose
ASSESSOR	1st Choice Document Destruction	6.00	Shredding
ASSESSOR	Marco Inc	159.00	Lease Agreement
ASSESSOR	MCCC Bin#135033	776.94	CAMA Application/Valuation Service
		941.94	
AUDITOR	Office Depot	3.47	Office Supplies
AUDITOR	Office Depot	28.67	Office Supplies
AUDITOR	1st Choice Document Destruction	44.25	Shredding
		76.39	
BUILDINGS MAINTENANCE	Ace Hardware	35.96	Tape & Wire Nuts
BUILDINGS MAINTENANCE	Office Depot	15.19	Office Supplies
BUILDINGS MAINTENANCE	Summit Companies	1,490.00	Addition to Existing System
		1,541.15	
COUNTY ATTORNEY	1st Choice Document Destruction	90.00	Shredding
COUNTY ATTORNEY	LexisNexis	187.58	August Charges
COUNTY ATTORNEY	MNCCC	63.94	MNCCC Acro Pro
COUNTY ATTORNEY	Office Depot	98.28	Office Supplies
		439.80	
COUNTY COORDINATOR	1st Choice Document Destruction	18.00	Shredding
COUNTY COORDINATOR	Office Depot	125.07	Office Supplies
		143.07	
COUNTY CORONER	Ingebrand Funeral Home	1,480.00	Removal and Transport
COUNTY CORONER	Ramsey County	2,870.00	Autopsy/Toxicology

COUNTY CORONER	River Valley Forensic Services, PA	<u>400.00</u> 4,750.00	Contract & Postmortem Exams
COUNTY EXTENSION	Regents of the University of MN	<u>18,813.99</u> 18,813.99	July-Sept 2020 MOA Billing
COURT ADMINISTRATOR	Bina & Guptil Law Firm	437.75	Court Appointed Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	68.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	246.50	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	110.50	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	<u>263.50</u> 1,126.25	Court Appt Attorney Fees
ECONOMIC DEVELOPMENT	Pine Technical & Community College	<u>1,360.00</u> 1,360.00	Child Care Aware Grant
ELECTIONS	Office Depot	5.00	Election Supplies
ELECTIONS	1st Choice Document Destruction	<u>44.25</u> 49.25	Shredding
EMPLOYEE WELLNESS	Card Services (Coborns)	<u>38.23</u> 38.23	Wellness Snack Station Supplies
ENVIRONMENTAL SERVICES	Quill	18.49	Wall File
ENVIRONMENTAL SERVICES	Kanabec County Highway Dept	230.06	Fuel, Postage, Repairs
ENVIRONMENTAL SERVICES	Kanabec County Highway Dept	<u>186.95</u> 435.50	Fuel, Postage, Repairs
HUMAN RESOURCES	Kanabec Publications	<u>153.76</u> 153.76	Employment Ads
INFORMATION SYSTEMS	KnowBe4 Inc.	<u>646.72</u> 646.72	Subscription

LAW LIBRARY	Thomson-Reuters-West	588.30	Law Library Invoices
		588.30	
PROBATION & JUVENILE PLACEMENT	1st Choice Document Destruction	24.00	Shredding
PROBATION & JUVENILE PLACEMENT	Anoka County Corrections	5,020.00	Juvenile Detention, 20 Days
PROBATION & JUVENILE PLACEMENT	Anoka County Corrections	7,920.00	Juvenile Detention, 30 Days
		12,964.00	
PUBLIC TRANSPORTATION	A and E Cleaning Services	550.00	Cleaning Services
PUBLIC TRANSPORTATION	Curtis, Michael	1,892.58	Volunteer Mileage
PUBLIC TRANSPORTATION	Hoefert, Robert	2,082.78	Volunteer Mileage
PUBLIC TRANSPORTATION	Kanabec County Highway Dept	736.16	Bus Repairs
PUBLIC TRANSPORTATION	Manthie, Wendy	1,870.48	Volunteer Mileage
PUBLIC TRANSPORTATION	MN Public Transit Association	400.00	2020 MN Public Transit Conf
PUBLIC TRANSPORTATION	Nelson, Ronette	973.48	Volunteer Mileage
PUBLIC TRANSPORTATION	Petersen, Kevin	75.00	DOT Physical
PUBLIC TRANSPORTATION	Premium Waters LLC	6.50	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	233.45	Volunteer Mileage
PUBLIC TRANSPORTATION	Visser, Maurice	1,032.70	Volunteer Mileage
		9,853.13	
SANITATION	East Central Solid Waste Commission	35.00	Hwy Dept MSW & Recycle
SANITATION	Kanabec Publications	393.75	HHW Ad
SANITATION	Kanabec Publications	191.25	HHW Ad
		620.00	
SHERIFF	1st Choice Document Destruction	24.00	Shredding
SHERIFF	Ace Hardware	55.45	Screws/Bits for New Squads
SHERIFF	Coborn's Inc.	505.95	BADGES
SHERIFF	Emergency Automotive Technologies	5,911.88	New Squads lights, console, gamber
SHERIFF	Feine, Jeffrey	198.00	Uniform Allowance
SHERIFF	Horizon Towing	171.80	Towing Services
SHERIFF	Michael Keller, PhD	650.00	New Employee Psych
SHERIFF	Safariland, LLC	895.00	ICO Course/RC

SHERIFF	Watch Guard	5,245.00	New Squads cameras
		13,657.08	
SHERIFF - ATV	Auto Value	115.48	ATV Spark Plug & Battery
SHERIFF - ATV	Knife Lake Sports	298.38	ATV Service
		413.86	
SHERIFF - CITY OF MORA	O'Reilly Auto Parts	25.96	Headlight
		25.96	
SHERIFF - JAIL/DISPATCH	1st Choice Document Destruction	18.00	Shredding
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	114.41	DOC Pharmacy
SHERIFF - JAIL/DISPATCH	Aitkin Medical Supply	101.53	Walker for Inmate
SHERIFF - JAIL/DISPATCH	Aspen Mills	1,186.47	BP Vest/BS
SHERIFF - JAIL/DISPATCH	Auto Value	25.96	FHP Medium HorsePower, Miniature Lamps
SHERIFF - JAIL/DISPATCH	East Central Exterminating	240.00	October Services
SHERIFF - JAIL/DISPATCH	Stellar Services	496.61	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	11,214.04	Inmate Meals
		13,397.02	
UNALLOCATED	Fish lake Improvement Association	2,984.00	AIS Services Reimbursement
UNALLOCATED	Government Management Group	3,700.00	2019 CAP Report
UNALLOCATED	Kanabec Publications	415.18	Cmte Vacancies, Notices, Minutes
UNALLOCATED	Quadient Finance USA, Inc	620.36	Postage for Courthouse
UNALLOCATED	Quadient Leasing USA, Inc	1,686.42	PSB & Courthouse Postage Machine Lease
UNALLOCATED	Rupp, Anderson, Squires & Waldspurger, F	414.20	Professional Services for June
		9,820.16	
VETERAN SERVICES	Mora Unclaimed Freight	24.77	22 Folders & Cardstock
VETERAN SERVICES	VetPRO	900.00	Two User License VetPro Annual
		924.77	
WETLAND	Kanabec County Soil & Water	5,000.00	SWCD Wetland - Natural Resource Block Grant
		5,000.00	

80 Claims Totaling: 97,780.33

Agenda Item #3b

Regular Bills - Road & Bridge

Bills to be approved: 10/6/20

Vendor	Amount	Purpose	
A & E Cleaning	1,100.00	Office Cleaning	
Ace	242.56	Shop Supplies	
Auto Value	2,709.55	Repair Parts	
Bjorklund Companies	2,923.44	Gravel	
Central McGowan	128.60	Welding Supplies	
Cornelius, Jake	254.99	Uniform Allowance	
Crysteel Truck Equipment	911.09	Repair Parts	
Diesel Laptops	1,790.00	Laptop	Pulled voucher, waiting for invoice 10/1/20
DKN Construction	1,760.00	Gutters	
Federated Co-ops	191.93	Maintenance Supplies	
Granite City Jobbing	206.91	Paper Supplies	
Kanabec County Highway Department	82.50	Petty Cash, Postage	
Kanabec Publications	42.88	Snow Removal Ad	
Knife River Corporation No. Central	28,276.68	PR #3 Payment - SAP 033-610-017 CSAH 10	Added voucher per Trent email 9/29/20
Kraemer, Dave	900.00	Beaver Removal	
Kroschel Land Surveyors	1,640.00	Surveying	
Marco, Inc.	296.29	Monthly Fee	
Mei Total Elevator Solutions	504.28	Elevator Inspection	
Newman Traffic Signs	460.57	Sign Supplies	
North Central International	169.92	Repair Parts	
Nuss Truck Equipment	2,555.40	Repair Parts	
Office Depot	112.03	Office Supplies	
Olson Power & Equipment	471.30	Repair Parts	
Rocon Paving	445.50	Patch Mix	
Rydberg & Sons Inc	1,320.00	Water Truck	
Sanitary Systems	140.00	Restroom Rental	
Schiferli, Kevin	213.13	Clothing Allowance	
Scientific Sales	197.70	Safety Glasses	
Stepp MFG	84.14	Repair Parts	
Summit Companies	2,090.00	Fire Extinguisher Maintenance	
Trueman Welters	24,284.55	Batwing Mower	
USIC	600.00	Locates	
Westling, Nate	64.40	Reimbursement Maintenance Supplies	
Wiarcom	675.30	Vehicle Monitoring for Trucks	
33			
Claims Totaling:	49,568.96		
	76,055.64	New total with corrections 10/2/20	

Agenda Item #3c

Regular Bills - COVID & CARES Act Claims

Bills to be approved: 10/6/20

Department Name	Vendor	Amount	Purpose
Cares Act COVID-19 Grant	Kanabec County A/T	13,138.59	Mar-Sept Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	19,363.41	Mar-Sept Wage Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	1,695.52	Mar-Sept HI Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	238.75	Mar-Sept HR Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	1,453.11	Mar-Sept PERA Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	1,472.52	Mar-Sept FICA Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	416.01	Mar-Sept AP Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	1,810.82	Mar-Sept AP Reimb
Cares Act COVID-19 Grant	Kanabec County A/T	20,689.47	Mar-Sept AP Reimb
Cares Act COVID-19 Grant	The Grand Event Center	<u>6,250.00</u>	Pandemic Relief Grant Award
		66,528.20	
COVID-19 Grant	Ace Hardware	49.99	Plexiglass
COVID-19 Grant	Granite City Jobbing	203.90	Sanicloth Disinfectant
COVID-19 Grant	KnowBe4 Inc	646.72	Subscription
COVID-19 Grant	MCCC	150.00	Program chg IFS1099G
COVID-19 Grant	Office Depot	102.14	Election COVID Supplies
COVID-19 Grant	Office Depot	147.93	Election COVID Supplies
COVID-19 Grant	Office Depot	246.38	Election COVID Supplies
COVID-19 Grant	Quill	81.92	Masks & Mask Hooks
COVID-19 Grant	School Outfitters	<u>17,546.55</u>	Plastic Stacking Chairs
		19,175.53	
EDA CARES Act COVID-19 Fed Grant	AMA Enterprises, LLC dba Crystal Bar & Grill	7,500.00	Pandemic Relief Grant Award

EDA CARES Act COVID-19 Fed Grant	Diversified Bronze	5,000.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	Lake Street Family Dental	6,250.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	Mora Dental Center, LLC	7,500.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	New Generation Bakery	3,750.00	Pandemic Relief Grant Award
		<u>30,000.00</u>	
		<u>24 Claims Totaling:</u>	
		<u><u>115,703.73</u></u>	

Agenda Item #3c - **Corrected 10/5/20**

Regular Bills - COVID & CARES Act Claims

Bills to be approved: 10/6/20

Department Name	Vendor	Amount	Purpose
Cares Act COVID-19 Grant, Family Services	Kanabec County A/T	13,138.59	Mar-Sept Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	19,363.41	Mar-Sept Wage Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	1,695.52	Mar-Sept HI Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	238.75	Mar-Sept HR Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	1,453.11	Mar-Sept PERA Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	1,472.52	Mar-Sept FICA Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	416.01	Mar-Sept AP Reimb
Cares Act COVID-19 Grant, Public Health	Kanabec County A/T	1,810.82	Mar-Sept AP Reimb
Cares Act COVID-19 Grant, Revenue Fund	Kanabec County A/T	20,689.47	Mar-Sept AP Reimb
		60,278.20	
COVID-19 Grant	Ace Hardware	49.99	Plexiglass
COVID-19 Grant	Granite City Jobbing	203.90	Sanicloth Disinfectant
COVID-19 Grant	KnowBe4 Inc	646.72	Subscription
COVID-19 Grant	MCCC	150.00	Program chg IFS1099G
COVID-19 Grant	Office Depot	102.14	Election COVID Supplies
COVID-19 Grant	Office Depot	147.93	Election COVID Supplies
COVID-19 Grant	Office Depot	246.38	Election COVID Supplies
COVID-19 Grant	Quill	81.92	Masks & Mask Hooks
COVID-19 Grant	School Outfitters	17,546.55	Plastic Stacking Chairs
		19,175.53	
EDA CARES Act COVID-19 Fed Grant	AMA Enterprises, LLC dba Crystal Bar & Grill	7,500.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	Diversified Bronze	5,000.00	Pandemic Relief Grant Award

EDA CARES Act COVID-19 Fed Grant	Lake Street Family Dental	6,250.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	Mora Dental Center, LLC	7,500.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	New Generation Bakery	3,750.00	Pandemic Relief Grant Award
EDA CARES Act COVID-19 Fed Grant	The Grand Event Center	6,250.00	Pandemic Relief Grant Award
		<u>36,250.00</u>	
		<u>24 Claims Totaling: 115,703.73</u>	

Agenda Item #3d

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Cell phones for Financial/Child Support	b. Origination: Family Services
c. Estimated time: 5 minutes	d. Presenter(s): Chuck Hurd

e. Board action requested: Purchase of cell phones for the Financial/ Child Support units in order for staff to work remotely during COVID 19 crisis.

Resolution # __ 10/6/2020

WHEREAS, Kanabec County Family Services director and supervisors have been working on implementing telecommuting for the Financial and Child Support units with IS and the Coordinator, and

WHEREAS, communication with clients and the agency on a regular basis is required, and

WHEREAS, to complete the process for remote work, cell phones are needed.

THEREFORE, the Family Services Director is recommending the purchase of cell phones to complete the implementation of the remote work process.

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the Family Services Director and IS to purchase the cell phones necessary for the Financial and Child Support units to allow for the required communications with clients and the agency while working remotely. The cost of the purchase will be approximately \$2,000. CAREs funds will be requested and the remainder of the cost will be paid from budgeted funds, less the reimbursement from the affected programs.

f. Background: The FS Director and Supervisors have been working with IS and the Coordinator's office for several months to implement telecommuting for staff in the Financial and Child Support units. In order to complete this process cell phones are needed to allow for required communications with clients and the agency. Other options have been explored and this is the most cost effective method found to ensure continued operations during the COVID 19 crisis. CAREs act funds will be requested and if approved will be utilized. Ongoing costs for the nine month phone contracts will be paid with budgeted agency funds. The cost of the project will be up to \$2000 for nine months less agency reimbursements from the different programs being impacted.

Supporting Documents: Resolution to purchase cell phones for remote work **Attached:** X

Date Received in County Coordinator's Office:	10/5/2020
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Agenda Item #4a

October 6, 2019

REQUEST FOR BOARD ACTION

a. Subject: CMCOA Memorandum of Agreement – Renewal for 2021	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested: Approve the following resolution:

Resolution #__ - 10/6/20

WHEREAS the Central MN Council on Aging (CMCOA) is a non-profit organization designated by the Minnesota Board on Aging as the Area Agency on Aging for Kanabec, Stearns, Benton, Sherburne, Wright, Morrison, Todd, Wadena, Cass, Crow Wing, Isanti, Chisago, Pine and Mille Lacs counties; and

WHEREAS CMCOA provided the following services to Kanabec County Residents 60+ in 2020:

Service	Actual Kanabec County Residents 60+ Served Through Federal OAA Services in 2019
Rides	2 individuals with 28 rides
Chore	6 individuals with 16 hours of chore
Homemaker	14 individuals with 296 hours of homemaking
Congregate	158 individuals with 7,070 congregate meals
Home Delivered Meals	124 individuals with 10,663 home delivered meals
Caregiver Consultant	32 family caregivers with 134.75 sessions of caregiver consultation
Respite	1 family caregiver with 13 hours of respite
Senior LinkAge	1,164 Calls for Phone assistance and 180 In-Person Assistance
Legal Assistance	10 individuals with 55 hours
Health Assessment	230 individuals with 731 Hours

WHEREAS the CMCOA has requested approval of a Memorandum of Agreement for January 1, 2021 through December 31, 2021 which includes an appropriation of \$1,520;

BE IT RESOLVED the Kanabec County Board of Commissioners approves CMCOA's Memorandum of Agreement for January 1, 2021 through December 31, 2021 and the requested appropriation.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office: 6/11/20

Coordinators Comments:



RECEIVED JUN 15 2020

June 11, 2020

Kristine McNally
County Coordinator
18 N Vine Street Suite 181
Mora MN 55051

Dear Kristine:

The Central MN Council on Aging (CMCOA) is a non-profit organization designated by the Minnesota Board on Aging as the Area Agency on Aging for Stearns, Benton, Sherburne, Wright, Morrison, Todd, Wadena, Cass, Crow Wing, Isanti, Chisago, Pine, Mille Lacs, and Kanabec counties. The CMCOA has a key development function whereby we collaborate with communities, counties, and health and social service providers to increase local capacity to meet the needs of an aging population. This is accomplished through coordinated development of long-term care home-and-community based services. As the regional Area Agency on Aging, CMCOA is responsible for administering at the local level, funding of Older Americans Act (OAA) contracts/grants to area partners to provide supportive services.

CMCOA is grateful to Kanabec County for your 2020 match of \$1,520 to enable the CMCOA to match funding received from the OAA to award to local agencies for in-home supports and services. These services are critical to help people live at home, without falling into the public safety net. The CMCOA has a focus to re-balancing existing home and community-based services to keep older persons in their homes, in effect re-balancing the local long-term care system. **We are requesting \$1,520 from Kanabec County to assist in this effort for fiscal year 2021.** The following outlines the benefits and services provided to Kanabec County by the CMCOA.

Administration of Federal OAA Funds: One of the primary roles of our agency is to administer at the local level, the Federal OAA funding. Using a planning process to review needs and trends, CMCOA awards grants and contracts for services to help ensure that a continuum of options are in place that match the needs of the community. **In 2019, CMCOA awarded \$137,066 of OAA funding for services in Kanabec County and \$151,392 in 2020.**

Service	Actual Kanabec County Residents 60+ Served Through Federal OAA Services in 2019
Rides	2 individuals with 28 rides
Chore	6 individuals with 16 hours of chore
Homemaker	14 individuals with 296 hours of homemaking
Congregate	158 individuals with 7,070 congregated meals
Home Delivered Meals	124 individuals with 10,663 home delivered meals
Caregiver Consultant	32 family caregivers with 134.75 sessions of caregiver consultation
Respite	1 family caregiver with 13 hours of respite
Senior LinkAge	1,164 Calls for Phone assistance and 180 In-Person Assistance
Legal Assistance	10 individuals with 55 hours
Health Assessment	230 individuals with 731 Hours

250 Riverside Avenue North • Suite 300 • Sartell, MN 56377
www.cmcoa.org • Phone: 320.253.9349 • Fax: 320.253.9576

Serving the counties of: Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, and Wright

Senior LinkAge: The Senior LinkAge (SLL) program provided 1,344 long term options counseling sessions to Kanabec County residents in 2019. Senior LinkAge is a program that helps families, friends and seniors find answers and support that will help older people stay in the community longer and remain independent. With a single call to the Senior LinkAge Line® a person can locate particular services near them or get help evaluating their situation to determine what kind of service might be helpful. A Senior LinkAge® Specialist will research options and automatically transfer the caller to the service provider in their area. Individuals will be connected with Marcy Linn, our Kanabec County Senior LinkAge® Advocate if more assistance is needed in-person. The Advocate will conduct an in-depth assessment with the individual in their home or community site and help them navigate appropriate community services. In addition, the Advocate can provide forms and enrollment assistance to public and private services. An example of enrollment assistance is the help Senior LinkAge® provides to callers when they are in need of assistance enrolling into Medicare Part D. Information and assistance provided helps clients gain the comprehensive knowledge needed to make choices about services, along with the advocacy needed to access those services.

Program Development and Coordination: Natalie Matthewson, CMCOA Community Development Manager provides planning assistance on aging issues, trends and service development needs for the region using a variety of tools to collect and analyze data and to engage stakeholders. Currently projects focus on improving dementia care, supporting older persons with chronic illness and assisting municipalities to prepare for the aging of our community.

Please feel free to contact me with any questions. We greatly appreciate the support of Kanabec County, and I look forward to our agencies continued collaborations as we serve the seniors of Kanabec County.

Sincerely,



Lori Vrolson
Executive Director
Central MN Council on Aging

Cc: Gene Anderson CMCOA Board Member
Kathy Burski

Memorandum of Agreement
January 1, 2021 through December 31, 2021

- A. The Central MN Council on Aging will:
- 1) Information and Advocacy: Provide information and assistance through Senior LinkAge to older adults, family and providers who need help connecting to services. In 2021, we project that we will provide at least 1,400 sessions of long term care options counseling to older people from Kanabec County.
 - 2) Planning and Systems Development- Develop and annually update the Area Plan for Aging. Conduct regular assessments of the needs of the elderly. Collect, interpret, and disseminate data.
 - 3) Grant/Contract- Develop, review, and fund grant/contract applications under Title III-B, C1, C2, D and E of the Federal Older Americans Act. All projects will be monitored on a quarterly basis and annually assessed.
 - 4) Technical Assistance- Provide technical assistance to local units of government, non-profit agencies, and other organizations that wish to develop, upgrade, or expand projects that serve the elderly or that have concerns relating to the implementation and/or delivery of those programs.
 - 5) Coordination- Hold meetings with area service providers to discuss program operations issues to facilitate coordination of service to the elderly.
 - 6) Education and Training- Provide information on services and aging related issues to consumers, family caregivers, and/or service providers. Develop conferences as needed. Develop and/or fund other needed training for Aging professionals.
 - 7) Program Development- Provide planning assistance on aging issues, trends and service development needs for the region.
 - 8) Research- Support and participate in research projects, which will provide information to help to more effectively plan, target, and develop services for the elderly of our area.
 - 9) Financial Management, Reporting, and Budgeting- Complete and submit financial reports. Provide requested financial or program reports to counties. Prepare and present an annual budget.
 - 10) The Central MN Council on Aging will defend, indemnify, and hold harmless Kanabec County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur or be required to pay arising out of the Central MN Council on Aging's performance or failure to adequately perform its obligations pursuant to this agreement.

B. The Benton, Sherburne, Stearns, Wright, Cass, Crow Wing, Todd, Wadena, Morrison, Pine Kanabec, Mille Lacs, Chisago and Isanti Counties, will:

- 1) **Appoint a County Commissioner**/representative to serve as their representative on the Central MN Council on Aging **Board** of Directors as outlined in the By-laws. Appointment authority/representation on the CMCOA Board is contingent upon receipt of administrative cash match requested annually by CMCOA. The formula for the request amount is prorated based on the percentage of 60+ population of the PSA.

The Central MN Council on Aging requested Benton, Sherburne, Stearns, Wright, Todd, Morrison, Cass, Crow Wing, Wadena, Isanti, Mille Lacs, Chisago, Pine and Kanabec Counties in the PSA to provide cash match for the administrative operation of CMCOA based on the formula of population aged 60+ in each county. The match request is prorated based on the 60+ population in each county. The updated 2010 census of 60+ by county was used.

Benton County:	\$2,534
Stearns County:	\$9,627
Sherburne County:	\$4,054
Wright County:	\$6,587
Cass:	\$3,040
Crow Wing:	\$6,080
Todd:	\$2,534
Morrison:	\$2,534
Wadena:	\$1,520
Pine	\$2,534
Mille Lacs	\$2,027
Kanabec	\$1,520
Isanti	\$2,534
Chisago	\$3,547
TOTAL:	\$50,672

C. Amendments:

- 1) This memorandum may be amended at any time with the agreement of all parties concerned.
- 2) The memorandum will be reviewed annually.

Central MN Council on Aging

Kanabec County

BY: 

BY: _____

TITLE: Executive Director

TITLE: _____

DATE: 6/11/2020

DATE: _____

Agenda Item #4b

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Committee Vacancies	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally

e. Board action requested: Approve the following resolutions:

Resolution #__ - 10/6/20

BE IT RESOLVED to appoint _____ to the Board of Adjustment for a three year term commencing immediately and expiring 01/03/23.

Resolution #__ - 10/6/20

BE IT RESOLVED to appoint _____ as an alternate to the Emergency Medical Services Board Advisory Committee for a three year term commencing immediately and expiring 01/03/23.

f. Background:

Letters of interest have been received for the following boards (see attached):

Board of Adjustment: Fred Sawatzky

Emergency Medical Services Board Advisory Committee Alternate: No applicants

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:	n/a – originating department
---	------------------------------

Coordinators Comments:

Kelsey Schiferli

From: Kris McNally
Sent: Tuesday, September 15, 2020 8:00 AM
To: Kelsey Schiferli
Subject: FW: BOA opening

Follow Up Flag: Follow up
Flag Status: Flagged

For the Oct 6th meeting

Kris McNally
Kanabec County Coordinator
www.kanabeccounty.org
(320) 679-6440

The information contained in this transmission may contain privileged and confidential information, including information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Fred Sawatzky [<mailto:fred.arthurtownship@gmail.com>]
Sent: Monday, September 14, 2020 10:59 PM
To: Kris McNally
Subject: BOA opening

Good evening Kris,
Sorry for the late reply, it hasn't been easy. Using my personal email fjsawatzky@yahoo.com my correspondence keeps bouncing back saying it is undeliverable to your email address because of your filters. So here it is, I hope this works for you.

To it may concern I am interested in the vacancy on the BOA. Please let me know using my personal email address with any questions or concerns.

Thank you for your time and consideration.

Fred Sawatzky
Arthur township resident

Agenda Item #4c

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: CMEMS Joint Powers Agreement (Revised)	b. Origination: Marion Larson, Regional EMS Coordinator
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #__ – 10/6/20

Central Minnesota Emergency Medical Services Region

Revised Joint Powers Agreement Resolution

WHEREAS, Kanabec County is a member of the Central Minnesota Emergency Medical Services Region; and

WHEREAS, Central Minnesota Emergency Medical Services Joint Powers Board has presented revisions to the original agreement which require Kanabec County Board of Commissioners re-adoption;

WHEREAS, the Kanabec County Attorney has reviewed and found no objections to the revised agreement;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners adopts the revised Central Minnesota Emergency Medical Services Region Joint Powers Agreement.

f. Background:

From Marion Larson, "In the process of updating the Joint Powers Agreement for the Central Minnesota EMS Joint Powers Board, Pine County identified some statutory updates in the Whereas Clauses. The attorney also identified stylistic changes and some grammar issues that were not in the amended provisions.

Due to the updated language, the joint powers board agreement needs to go out for re-adoption amongst the counties. I apologize that this content change was not caught when we originally circulated this document. I've included both a PDF and Word documents for your review. The word document has the language changes from Pine County."

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

**CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES
REGION
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made by and between the following governmental units organized and existing under the Constitution and laws of the State of Minnesota. Hereinafter ("parties"):

- County of Benton
- County of Cass
- County of Crow Wing
- County of Kanabec
- County of Mille Lacs
- County of Morrison
- County of Pine
- County of Stearns
- County of Todd
- County of Wadena
- County of Wright

WHEREAS, all parties to this Agreement believe in the strength and the support of Emergency Medical Services, and further believe that the most effective and efficient way to prevent disability and early death for the public is to join together with other organizations to improve access, delivery and effectiveness of the EMS system, promote systematic and cost-effective delivery of services, and identify and address system needs; and

WHEREAS, Minnesota Statutes, Section 471.59 provides that Minnesota counties, by agreement entered into through action of their governing bodies, may establish a joint powers board to exercise any power common to them or any similar powers; and

WHEREAS, Minnesota Statutes, Section 145A.03 provides that Minnesota counties may assume the powers and duties of community health boards, including the general responsibility for development and maintenance of an integrated system of community health services as prescribed in sections 145A.11 to 145A.131; and

WHEREAS, Minnesota Statutes, Section 145A.02 provides that emergency medical care is included as a program category of community health services; and

WHEREAS, Minnesota Statutes, Section 144E.50 provides that the Emergency Medical Services Regulatory Board shall designate eight regional emergency medical services systems and distribute annually to them, on a contract for services basis, money from the emergency medical services system fund; and

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Section 471.59, and all other applicable statutes, rules and regulations, the parties hereto agree as follows.

ARTICLE I PURPOSE

The parties enter into this Central Minnesota Emergency Medical Services Region Joint Powers Agreement (hereafter "Agreement") for the purpose of establishing a joint powers board to govern a regional emergency medical services system, which shall be the Central Minnesota Emergency Medical Services Region (hereafter "the Region"), to develop and maintain an integrated system of emergency medical care, and to seek designation as a regional emergency services system by the Emergency Medical Services Regulatory Board, pursuant to Minnesota Statutes, Section 144E.50. Furthermore, the parties enter this agreement for the purpose of accomplishing the tasks as outlined in Minnesota Statutes, Section 144E.50, including, but not limited to:

- Identification of regional activities that address personnel training needs, transportation coordination, public safety agency cooperation, communication, systems maintenance and development, public and health care facilities involvement and system management
- Reimburse eligible emergency medical services personnel for continuing education costs

ARTICLE II NAME

The name of the joint powers board created by this Agreement shall be the ***CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES REGION BOARD***.

ARTICLE III JOINT POWERS BOARD

There is hereby created the Central Minnesota Emergency Medical Services Region Board (hereinafter Board). The Board shall be a legal entity, separate and distinct from its individual members. Consequently, the Board can sue and be sued in its own name, subject to the protections of Minnesota Statutes, Chapter 466. The Board shall not be deemed an agent or partner of any of its individual members and the members shall not be liable for the actions of the Board.

Membership. The membership of the Board shall consist of one member from each county that is a party to this Agreement. For the Parties signing this Agreement, representatives to the Board shall be selected by the governing body of each respective Party, and shall be certified to the Board within two weeks after all Parties have ratified this Agreement. Each board member shall be appointed to a two-year term. At the end of their terms, the member may be re-appointed by their respective governing body. Board members shall serve until their successors are appointed and ratified. All representatives selected by such governing bodies shall be elected officials. Each County may designate a deputy to assist its representative to the Board in the proceedings of the Region. The deputy may act in the absence of the member, including the exercise of all voting rights

of the member. In the event of a vacancy due to the resignation of a member, it shall be the responsibility of that member's governing body to appoint a member to fill the remainder of that position's term.

Voting. Each member shall have one vote. A quorum shall consist of a majority of the board members or their deputies. A quorum must be present in order for the Board to vote on any matter. A simple majority of the quorum is needed to pass any matter before the Board, except matters concerning the adoption or amending of the bylaws. The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended by an affirmative vote of a majority of the full membership of the Board.

ARTICLE IV RESPONSIBILITIES OF THE JOINT POWERS BOARD

The Board shall be empowered and shall be responsible for managing all the affairs of the Central Minnesota Emergency Medical Services Region (hereinafter Region) and doing all things necessary or convenient to further the purposes of the Region, including but not limited to:

- Expending and receiving funds
- Applying for and accepting grants as permitted by Minnesota law
- Entering into contracts for the provision or operations of services to EMS providers
- Entering into contracts for leases and other agreements
- Renting, leasing, purchasing and otherwise procuring or receiving real or personal property
- Employing personnel either as employees or by contract
- Supervising Region personnel
- Employing consultants such as attorneys, auditors, accountants and others
- Adopting and amending annual budgets together with a statement of the sources of funding

The Board shall be empowered and is required to assure compliance with the Minnesota Government Data Practices Act and compliance with other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records and maintain confidentiality of information that is not otherwise exempt as provided by law. The Board's Responsible Authority, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, is the Chair of the Board. The Board's Data Practices Compliance Official, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, shall be that person appointed by the Board from time to time from regional staff.

ARTICLE V BYLAWS AND OPERATING PROCEDURES

The Board shall adopt bylaws, which, in addition to this Agreement, shall provide for the operation and administration of the Region. The Board, at its discretion, may adopt Operating Policies and Procedures to direct and document specific activities of the Region.

The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended if a majority of the full membership of the Board vote in favor of the amendments. Such action is only authorized at a duly called and held meeting of the Board for which (7) seven days prior written notice of such meeting is given, setting forth the proposed bylaws' revisions with explanations. In the event there is any conflict between the terms of the bylaws and the Operating Policies and Procedures, the bylaws shall prevail.

ARTICLE VI MEETINGS OF THE JOINT POWERS BOARD

The Board shall hold regular meetings at least quarterly. At the first such regular meeting in each calendar year, the Board shall organize itself for the coming year, elect officers of the Board, set the times and places for holding regular meetings for the Board and transact such other business as may be necessary or appropriate.

Special meetings of the Board may be called by or at the request of the Chair, or in the Chair's absence, the Vice Chair, or any two (2) members of the Board. Notice of special meetings shall be given by the Secretary/Treasurer of the Board in writing by mail at least seven (7) days prior to the date of the meeting. Notice shall specify the date and hour of the meeting, the place of the meeting, and the business to be brought before the meeting.

Attendance of a majority of the members of the Board at a meeting constitutes a quorum for the transaction of business, except as otherwise provided by the bylaws. Every action or decision made by a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board.

All meetings of the Board shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Board, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Board and that provider agency.

ARTICLE VII ADVISORY COMMITTEE

There is hereby created an Advisory Committee, which shall be responsible for overseeing the advisory operations of the Region. The Advisory Committee shall include:

- One EMS provider and an alternate selected by each of the member Counties within the Region

Representatives to the Advisory Committee shall serve two-year terms and must be appointed by Resolution of the respective County Board. The representative County Board, as identified in this Article VIII, shall make appointment of the new representatives to the Advisory Committee.

ARTICLE VIII FUNCTIONS AND RESPONSIBILITIES OF THE ADVISORY COMMITTEE

The Advisory Committee shall be responsible for overseeing the everyday operations of the Region, including but not limited to:

- Implementing the goals and duties of the Region
- Implementing and coordinating contracts entered into by the Board
- Implementing the Annual Budget
- Overseeing the disbursement of funds received by the Board
- Complying with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records
- Maintaining confidentiality of information that is not otherwise exempt as provided by law

The Advisory Committee shall provide annual reports to the Board detailing the business affairs and conditions of the Region.

Members of the Advisory Committee shall actively support the mission and goals of the Region. This includes attending and participating in meetings, committees and other work.

ARTICLE IX MEETINGS OF THE ADVISORY COMMITTEE

The Advisory Committee shall meet on an every other month basis, and shall set the time and place for holding such meetings of the Committee. The Committee shall provide for adequate and timely notice of the meeting. The Committee shall elect officers to assist in the efficient management of the Committee. The responsibilities of the officers shall be defined in the bylaws.

Attendance of a majority of the members of the Committee at a meeting constitutes a quorum for the transaction of business, except otherwise provided by the bylaws. Every action or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee. Each member of the Committee members shall have only one vote.

All meetings of the Advisory Committee shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Committee, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Committee and that provider agency.

ARTICLE X INTEGRATED FUND AND FISCAL MANAGEMENT

An integrated fund is hereby established. The fund may consist of federal, state, local or private resources, cash or in-kind. Interest generated by the Integrated Fund shall be accounted for by the fiscal agent, and deposited into the Integrated Fund.

The Board shall seek to maximize federal, state and private grant and reimbursement funds for the benefit of the Integrated Fund. The Integrated Fund shall be under the authority of the Board and shall be administered by the County of Stearns, as fiscal agent for the Board. The Board and participating agencies shall comply with all terms and conditions set forth in federal and state laws, rules and regulations pertaining to generating and expending funds.

Liability for fiscal disallowance, sanction or audit exception account of funds shall be and remain the responsibility of the Board, provided, however, in the event the State of Minnesota shall recover reimbursement for disallowance, sanction or audit exception based on an act, or failure to act, attributable to a Party, such Party shall make reimbursement to the Board upon thirty days written notice.

To the extent required by Minnesota Statutes, Section 16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or withdrawal. Yearly audits shall be a cost that is borne by the Board as part of its budget.

ARTICLE XI AMENDMENT OR MODIFICATION OF THE JOINT POWERS AGREEMENT

Amendment or modification of this Joint Powers Agreement shall only be made upon action of the governing bodies of the signatories to this Agreement. Amendment or modification shall be made with the same formalities as were followed in this Agreement and shall include a written document setting forth the modifications and signed by the governing body of each signatory to this Agreement.

ARTICLE XII TERM OF AGREEMENT/TERMINATION

This Agreement shall remain in effect until:

- A. Terminated by the mutual consent of the parties to the Agreement;
- B. Suspended or superseded by a subsequent agreement between the members; or
- C. Terminated by operation of law.

After termination, the Board shall continue to exist for the limited purpose of discharging its debts and liabilities, settling its affairs, and disposing of its property and surplus cash, if any.

ARTICLE XIII WITHDRAWAL

A party to this Agreement may withdraw from this Agreement upon one year written notice to the Board. One year written notice of withdrawal is not required if all parties mutually agree to allow a party to withdraw with a shorter notice. The withdrawal of a Party shall not affect the continuance of the Board. Any member formally withdrawing

shall not have any further liability or obligation to the members except as to actions, events or responsibilities arising or occurring before the effective date of withdrawal.

Withdrawal by one Party member shall terminate as to that member only. The withdrawing party shall discharge all of its responsibilities, including accounting for funds allocated and expended up to the effective date of withdrawal, during the current term or any term of this Agreement. Such liability shall survive the withdrawal of the participating county until it is satisfied. The withdrawing party shall preserve all of its records which have been maintained from the inception of the initial term of this Agreement to the effective date of its withdrawal. Such records shall be retained no less than six (6) years from the effective date of withdrawal.

A withdrawing Party will not be eligible to apply for any new EMS services or programs.

ARTICLE XIV Member Parties

A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Joint Powers Agreement, and any requirements of grants.

A new Party member may be added to the Joint Powers Agreement if the new Party is contiguous to the region and if all of the existing Parties County Board of Commissioners' approve of the addition. Both the existing Parties and new party shall adopt a resolution.

A new Party will not be eligible for funding or regional support until all resolutions have been adopted and upon the new Party executing the Agreement.

ARTICLE XV TERMINATION

Any member may petition the Board to terminate this Agreement. Upon 30 days written notice to the clerk of the governing board of each member, the Board shall hold a hearing and upon a majority vote of all members, the Board may by resolution recommend that the Agreement be terminated. The Resolution shall be submitted to the governing body of each member and if ratified by a majority of all of the governing bodies of all members within sixty (60) days, the Board shall terminate the Agreement, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Board.

ARTICLE XVI DISPOSITION OF PROPERTY

In the event this Agreement is terminated, sufficient reserves shall be retained and maintained consistent with the Board's obligations and known foreseeable risks under this Agreement, bylaws, and applicable laws or regulations. Upon termination, no assets or property shall be disposed of until payment or performance of all obligations arising out of this Agreement are complete.

Surplus property and assets will be distributed in accordance with any grantor agreements or agreements with the State of Minnesota or federal government. Absent any such agreements, the assets and property shall be distributed in proportion to the total contributions by the members and the State of Minnesota over the entire duration of this Agreement, or as the parties may otherwise agree and in accordance with any applicable state law. Any distribution or unused fund or surplus property would go only to Parties who are members on the effective date of the termination of this Agreement.

ARTICLE XVII COVERAGE AND INDEMNIFICATION

The Board shall obtain and maintain liability coverage as a measure of protection for the Board, its officers, and employees in the performance of their duties arising from this Agreement and any bylaws or operating procedures. Liability coverage shall be maintained in accordance with Minnesota Statute Chapter 466.

The Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

The Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minnesota Statutes, Chapter 466, applicable to any third party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

ARTICLE XVIII SAVINGS CLAUSE

If any section, subdivision or paragraph of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or paragraph shall not invalidate or render unenforceable any of the remaining provisions hereof.

ARTICLE XIX EFFECTIVE DATE

This Agreement shall be in full force and effect when all initial members sign this Agreement. All members need not sign the same copy. The signed Agreements, along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Stearns County Administrator. The Stearns County Administrator shall notify all members in writing of its effective date and set a date and place for the Board's first meeting. Prior to the effective date of this Agreement, any signatory may rescind its approval.

ARTICLE XX OTHER AGREEMENTS

This Agreement replaces and supercedes the Central Minnesota Emergency Medical Service Region Memorandum of Understanding.

IN WITNESS WHEREOF, the participating County Board, by resolution have caused this Joint Powers Agreement to be executed by their respective officers.

Date: _____

COUNTY OF _____

(Name)
Chair
_____ County Board of Commissioners

ATTEST:

(Name)
_____ County Auditor-Treasurer Clerk
_____ County Board of Commissioners

Approved as to form and execution:

_____ County Attorney

**CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES
REGION
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made by and between the following governmental units organized and existing under the Constitution and laws of the State of Minnesota. Hereinafter ("parties"):

- County of Benton
- County of Cass
- County of Crow Wing
- County of Kanabec
- County of Mille Lacs
- County of Morrison
- County of Pine
- ~~County of Sherburne~~
- County of Stearns
- County of Todd
- County of Wadena
- County of Wright

WHEREAS, all parties to this Agreement believe in the strength and the support of Emergency Medical Services, and further believe that the most effective and efficient way to prevent disability and early death for the public is to join together with other organizations to improve access, delivery and effectiveness of the EMS system, promote systematic and cost-effective delivery of services, and identify and address system needs; and

WHEREAS, Minnesota Statutes, Section 471.59 provides that Minnesota counties, by agreement entered into through action of their governing bodies, may establish a joint powers board to exercise any power common to them or any similar powers; and

WHEREAS, Minnesota Statutes, Section 145A.03 and Minnesota Statutes, Section 145A.09 provides that Minnesota counties may assume the powers and duties of community health boards, including the general responsibility for development and maintenance of an integrated system of community health services as prescribed in sections 145A.09 to 145A.13; and

WHEREAS, Minnesota Statutes, Section 145A.02 provides that emergency medical care is included as a program category of community health services; and

WHEREAS, Minnesota Statutes, Section 144E.50 provides that the Emergency Medical Services Regulatory Board shall designate eight regional emergency medical services systems and distribute annually to them, on a contract for services basis, money from the emergency medical services system fund; and

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Section 471.59, and all other applicable statutes, rules and regulations, the parties hereto agree as follows.

ARTICLE I PURPOSE

The parties enter into this Central Minnesota Emergency Medical Services Region Joint Powers Agreement (hereafter "Agreement") for the purpose of establishing a joint powers board to govern a regional emergency medical services system, which shall be the Central Minnesota Emergency Medical Services Region (hereafter "the Region"), to develop and maintain an integrated system of emergency medical care, and to seek designation as a regional emergency services system by the Emergency Medical Services Regulatory Board, pursuant to Minnesota Statutes, Section 144E.50. Furthermore, the parties enter this agreement for the purpose of accomplishing the tasks as outlined in Minnesota Statutes, Section 144E.5, including, but not limited to:

- Identification of regional activities that address personnel training needs, transportation coordination, public safety agency cooperation, communication, systems maintenance and development, public and health care facilities involvement and system management
- Reimburse eligible emergency medical services personnel for continuing education costs

ARTICLE II NAME

The name of the joint powers board created by this Agreement shall be the ***CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES REGION BOARD***.

ARTICLE III JOINT POWERS BOARD

There is hereby created the Central Minnesota Emergency Medical Services Region Board (hereinafter Board). The Board shall be a legal entity, separate and distinct from its individual members. Consequently, the Board can sue and be sued in its own name, subject to the protections of Minnesota Statutes, Chapter 466. The Board shall not be deemed an agent or partner of any of its individual members and the members shall not be liable for the actions of the Board.

Membership. The membership of the Board shall consist of one member from each county that is a party to this Agreement. For the Parties signing this Agreement, representatives to the Board shall be selected by the governing body of each respective Party, and shall be certified to the Board within two weeks after all Parties have ratified this Agreement. Each board member shall be appointed to a two-year term. At the end of their terms, the member may be re-appointed by their respective governing body. Board members shall serve until their successors are appointed and ratified. All representatives selected by such governing bodies shall be elected officials. Each County may designate a deputy to assist its representative to the Board in the proceedings of the Region. The deputy may act in the absence of the member, including the exercise of all voting rights of the member. In the event of a vacancy due to the resignation of a member, it shall be the responsibility of that member's governing body to appoint a member to fill the remainder of that position's term.

Voting. Each member shall have one vote. A quorum shall consist of a majority of the board members or their deputies. A quorum must be present in order for the Board to vote on any matter. A simple majority of the quorum is needed to pass any matter before the Board, except matters concerning the adoption or amending of the bylaws. The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended by an affirmative vote of a majority of the full membership of the Board.

**ARTICLE IV
RESPONSIBILITIES OF THE JOINT POWERS BOARD**

The Board shall be empowered and shall be responsible for managing all the affairs of the Central Minnesota Emergency Medical Services Region (hereinafter Region) and doing all things necessary or convenient to further the purposes of the Region, including but not limited to:

- Expending and receiving funds
- Applying for and accepting grants as permitted by Minnesota law
- Entering into contract for the provision or operations of services to EMS providers
- Entering into contracts for leases and other agreements
- Renting, leasing, purchasing and other wise procuring or receiving real or personal property
- Employing personnel either as employees or by contract
- Supervising Region personnel
- Employing consultants such as attorney, auditors, accountant and others
- Adopting and amending annual budgets together with a statement of the sources of funding

The Board shall be empowered and is required to assure compliance with the Minnesota Government Data Practices Act and compliance with other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records and maintain confidentiality of information that is not otherwise exempt as provided by law. The Board's Responsible Authority, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, is the Chair of the Board. The Board's Data Practices Compliance Official, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, shall be that person appointed by the Board from time to time from regional staff.

**ARTICLE V
BYLAWS AND OPERATING PROCEDURES**

The Board shall adopt bylaws, which, in addition to this Agreement, shall provide for the operation and administration of the Region. The Board, at its discretion, may adopt Operating Policies and Procedures to direct and document specific activities of the Region.

The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended if a majority of the full membership of the Board vote in favor of the amendments. Such action is only authorized at a duly

called and held meeting of the Board for which seven days prior written notice of such meeting is given, setting forth the proposed bylaws' revisions with explanations. In the event there is any conflict between the terms of the bylaws and the Operating Policies and Procedures, the bylaws shall prevail.

ARTICLE VI MEETINGS OF THE JOINT POWERS BOARD

The Board shall hold regular meetings at least quarterly. At the first such regular meeting in each calendar year, the Board shall organize itself for the coming year, elect officers of the Board, set the times and places for holding regular meetings for the Board and transact such other business as may be necessary or appropriate.

Special meetings of the Board may be called by or at the request of the Chair, or in the Chair's absence, the Vice Chair, or any two (2) members of the Board. Notice of special meetings shall be given by the Secretary/Treasurer of the Board in writing by mail at least seven (7) days prior to the date of the meeting. Notice shall specify the date and hour of the meeting, the place of the meeting, and the business to be brought before the meeting.

Attendance of a majority of the members of the Board at a meeting constitutes a quorum for the transaction of business, except as otherwise provided by the bylaws. Every action or decision made by a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board.

All meetings of the Board shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Board, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Board and that provider agency.

ARTICLE VII ADVISORY COMMITTEE

There is hereby created an Advisory Committee, which shall be responsible for overseeing the advisory operations of the Region. The Advisory Committee shall include:

- One EMS provider and an alternate selected by each of the member Counties within the Region

Representatives to the Advisory Committee shall serve two-year terms and must be appointed by Resolution of the respective County Board. The representative County Board, as identified in this Article VIII, shall make appointment of the new representatives to the Advisory Committee.

ARTICLE VIII FUNCTIONS AND RESPONSIBILITIES OF THE ADVISORY COMMITTEE

The Advisory Committee shall be responsible for overseeing the everyday operations of the Region, including but not limited to:

- Implementing the goals and duties of the Region
- Implementing and coordinating contracts entered into by the Board
- Implementing the Annual Budget
- Overseeing the disbursement of funds received by the Board
- Complying with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records
- Maintain confidentiality of information that is not otherwise exempt as provided by law

The Advisory Committee shall provide annual reports to the Board detailing the business affairs and conditions of the Region.

Members of the Advisory Committee shall actively support the mission and goals of the Region. This includes attending and participating in meetings, committees and other work.

ARTICLE IX MEETINGS OF THE ADVISORY COMMITTEE

The Advisory Committee shall meet on an every other month basis, and shall set the time and place for holding such meetings of the Committee. The Committee shall provide for adequate and timely notice of the meeting. The Committee shall elect officers to assist in the efficient management of the Committee. The responsibilities of the officers shall be defined in the bylaws.

Attendance of a majority of the members of the Committee at a meeting constitutes a quorum for the transaction of business, except otherwise provided by the bylaws. Every action or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee. Each member of the Committee members shall have only one vote.

All meetings of the Advisory Committee shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Committee, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Committee and that provider agency.

ARTICLE X INTEGRATED FUND AND FISCAL MANAGEMENT

An integrated fund is hereby established. The fund may consist of federal, state, local or private resources, cash or in-kind. Interest generated by the Integrated Fund shall be accounted for by the fiscal agent, and deposited into the Integrated Fund.

The Board shall seek to maximize federal, state and private grant and reimbursement funds for the benefit of the Integrated Fund. The Integrated Fund shall be under the authority of the Board and shall be administered by the County of Stearns, as fiscal agent for the Board. The Board and participating agencies shall comply with all terms and conditions set forth in federal and state laws, rules and regulations pertaining to generating and expending funds.

Liability for fiscal disallowance, sanction or audit exception account of funds shall be and remain the responsibility of the Board, provided, however, in the event the State of Minnesota shall recover reimbursement for disallowance, sanction or audit exception based on an act, or failure to act, attributable to a Party, such Party shall make reimbursement to the Board upon thirty days written notice.

To the extent required by Minn. Stat. §16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or withdrawal. Yearly audits shall be a cost that is borne by the Board as part of its budget.

ARTICLE XI

AMENDMENT OR MODIFICATION OF THE JOINT POWERS AGREEMENT

Amendment or modification of this Joint Powers Agreement shall only be made upon action of the governing bodies of the signatories to this Agreement. Amendment or modification shall be made with the same formalities as were followed in this Agreement and shall include a written document setting forth the modifications and signed by the governing body of each signatory to this Agreement.

ARTICLE XII TERM OF AGREEMENT/TERMINATION

This Agreement shall remain in effect until:

- A. Terminated by the mutual consent of the parties to the Agreement;
- B. Suspended or superseded by a subsequent agreement between the members, or
- C. Terminated by operation of law.

After termination, the Board shall continue to exist for the limited purpose of discharging its debts and liabilities, settling its affairs, and disposing of its property and surplus cash, if any.

ARTICLE XIII WITHDRAWAL

A party to this Agreement may withdraw from this Agreement upon ~~sixty-one year (60) days~~ written notice to the Board. ~~One year written notice of withdrawal is not required if all parties mutually agree to allow a party to withdraw with a shorter notice.~~ The withdrawal of a Party shall not affect the continuance of the Board. Any member formally withdrawing shall not have any further liability or obligation to the members except as to actions, events or responsibilities arising or occurring before the effective date of withdrawal.

Commented [MM1]: While a notice of withdrawal may be sent to the board, any agreement to vary from the terms of this agreement would have to be an agreement between the parties and not the JPB.

~~Withdrawal by one Party member shall terminate as to that member only. The withdrawing party shall discharge all of its responsibilities, including accounting for funds allocated and expended up to the effective date of withdrawal, during the current term or any term of this Agreement. Such liability shall survive the withdrawal of the participating county until it is satisfied. The withdrawing party shall preserve all of its records which have been maintained from the inception of the initial term of this Agreement to the effective date of its withdrawal. Such records shall be retained no less than six (6) years from the effective date of withdrawal. The liability of a member upon withdrawal, if any, shall be determined in accordance~~

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A withdrawing Party will not be eligible to apply for any new EMS services or programs.

ARTICLE XIV Member Parties

A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Joint Powers Agreement, ~~by laws, policies and procedures adopted by the Board~~ and any requirements of grants.

Commented [MM2]: The parties are typically never required to be held to the policies and procedures of the joint powers entity.

A new Party member may be added to the Joint Powers Agreement if the new Party is contiguous to the region and if all of the existing Parties County Board of Commissioners' approve of the addition. Both the existing Parties and new party shall adopt a resolution.

A new Party will not be eligible for funding or regional support until all resolutions have been adopted and upon the new Party executing the Agreement.

ARTICLE XV TERMINATION

Any member may petition the Board to terminate this Agreement. Upon 30 days written notice to the clerk of the governing board of each member, the Board shall hold a hearing and upon a majority vote of all members, the Board may by resolution recommend that the Agreement be terminated. The Resolution shall be submitted to the governing body of each member and if ratified by a majority of all of the governing bodies of all members within sixty (60) days, the Board shall terminate the Agreement, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Board.

ARTICLE XVI DISPOSITION OF PROPERTY

In the event this Agreement is terminated, sufficient reserves shall be retained and maintained consistent with the Board's obligations and known foreseeable risks under this Agreement, bylaws, and applicable laws or regulations. Upon termination, no assets or property shall be disposed of until payment or performance of all obligations arising out of this Agreement are complete.

Surplus property and assets will be distributed in accordance with any grantor agreements or agreements with the State of Minnesota or federal government. Absent any such agreements, the assets and property shall be distributed in proportion to the total

contributions by the members and the State of Minnesota over the entire duration of this Agreement, or as the parties may otherwise agree and in accordance with any applicable state law. Any distribution or unused fund or surplus property would go only to Parties who are members on the effective date of the termination of this Agreement.

ARTICLE XVII COVERAGE AND INDEMNIFICATION

The Board shall obtain and maintain liability coverage as a measure of protection for the Board, its officers, and employees in the performance of their duties arising from this Agreement and any bylaws or operating procedures. Liability coverage shall be maintained in accordance with Minnesota Statute Chapter 466.

The Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

The Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat. §466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minn. Stat. §471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Ch. 466, applicable to any third party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

ARTICLE XVIII SAVINGS CLAUSE

10

If any section, subdivision or paragraph of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or paragraph shall not invalidate or render unenforceable any of the remaining provisions hereof.

**ARTICLE XIX
EFFECTIVE DATE**

This Agreement shall be in full force and effect when all initial members sign this Agreement. All members need not sign the same copy. The signed Agreements, along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Stearns County Administrator. The Stearns County Administrator shall notify all members in writing of its effective date and set a date and place for the Board's first meeting. Prior to the effective date of this Agreement, any signatory may rescind its approval.

**ARTICLE XX
OTHER AGREEMENTS**

This Agreement replaces and supercedes the Central Minnesota Emergency Medical Service Region Memorandum of Understanding.

IN WITNESS WHEREOF, the participating County Board, by resolution have caused this Joint Powers Agreement to be executed by their respective officers.

Date: _____

COUNTY OF _____

(Name)
Chair
_____ County Board of Commissioners

ATTEST:

(Name)
_____ County Auditor-Treasurer Clerk
_____ County Board of Commissioners

Approved as to form and execution:

_____ County Attorney

Agenda Item #4d

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: SCORE Claims - August	b. Originating Department: County Coordinator
c. Estimated time: -- minutes	d. Presenter(s): None

f. Board action requested:

Resolution #__ – 10/6/20

SCORE CLAIMS

WHEREAS the board has been presented with claims for recycling efforts to be paid from SCORE Funds, and

WHEREAS these claims have been reviewed, tabulated and approved by the Kanabec County Solid Waste Officer, and

WHEREAS SCORE Funds appear adequate for the purpose;

BE IT RESOLVED to approve payment of the following claims on SCORE Funds:

Waste Management	\$3,588.87
Quality Disposal	\$3,444.80
Arthur Township	\$400.00
Total	\$7,433.67

g. Background:

Provider	Billed	Paid Amount
QUALITY DISPOSAL (August)	\$3,044.80	\$3,044.80
WASTE MANAGEMENT (August)	\$3,588.87	\$3,588.87
Sub-Total	\$6,633.67	\$6,633.67
Recycling Center Incentive Payments:		
Quality Disposal (August)	\$400.00	\$400.00
Arthur Township (August)	\$400.00	\$400.00
TOTAL PAYMENTS =		\$7,433.67

Date received in County Coordinators Office: Various dates in September

January 1, 2020 SCORE Fund balance = \$136,476.22

Revenue: 01-391-392-0000-5332 =

Expenditure: 01-391-392-0000-6211 = \$59,686.06

Current SCORE Funds balance is = \$76,790.16

Agenda Item #5

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: CARES Act Government Committee Funding Request #4	b. Origination: Coronavirus Relief Fund
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #__ - 10/6/20

WHEREAS, Kanabec County received \$ 1,992,345.00 in Cares Act Funding; and

WHEREAS, Kanabec County's intent is to maximize the relief impact of these funds both internally and across our County, and

WHEREAS, the Kanabec County Cares Act Committee has defined three focus areas for local relief: Social Services, Business & Non-Profits, and Government; and

WHEREAS, the Government focus area recommends the following expenditures (estimates) for approval using Cares Act funds:

\$ 1,260	Video Intercom Station Kid for Family Services/Public Health
\$ 680	Portable hand sanitizer stations for public services building (including sanitizer)
\$ 356	Extra monitor \$100 X 3 and wall brackets \$28 X 2 for Assessors office for ADA compliance with security glass
\$ 220,000	Technology enhancements Courthouse Boardroom, Rm 3,4,5, PH/FS, HWY, Jail
\$ 4,296	Owl conference call units (one per building) \$1074 X 4
\$ 25,500	Laptops X 30
\$ 6,317	WINScribe software for the Sheriff's Office
	Verizon mobile hotspot subscription Oct- Nov \$40/month
\$ 160	Family Services (2)
\$ 80	Assessor (1)
\$ 30,000	I.S. Consultant (support)

WHEREAS, the Government focus area also recommends funding the request of the Isle Public Schools for the purchase of remote learning technology support devices in the amount of \$4,026.90; and

WHEREAS, the Government focus area also recommends partially funding the request of the East Central Regional Library for the purchase of technology equipment in the amount of \$15,279.03; and

WHEREAS, the Government focus area also recommends funding the request of the City of Quamba for COVID-19 related expenses in the amount of \$389.83; and

WHEREAS, the Government focus area also recommends partially funding the request of the Ogilvie Public Schools for the purchase of technology equipment, telework assistance, transportation assistance and teaching assistance in the amount of \$50,000; and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the expenditure request of the Cares Act Government Committee up to the amount of \$358,208.76.

f. Background:

Isle Schools is not a home-county school district, but 8.25% of the value of the Isle School District lies within Kanabec County based on the net tax capacity for PY2020. 56 students in Isle Schools live in Kanabec County and Isle Schools have requested larger amounts from Aitkin and Mille Lacs Counties, therefore the committee recommended funding of the request.

East Central Regional Libraries request is prorated among the participating counties based on number of libraries located within each county.

Supporting Documents: None ☒ Attached

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #6

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Waste Tire Ordinance	b. Origination: Commissioner McNally
c. Estimated time: 15 minutes	d. Presenter(s): Commissioner McNally

e. Board action requested:

Review and discuss the existing Waste Tire Ordinance (Ordinance #11)

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

ORDINANCE #11

Subdivision 1. Purpose. This ordinance regulates the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County.

Subdivision 2. Definitions.

2.1 "County Board" means the Kanabec County Board of Commissioners.

2.2 "Zoning Administrator" means the Kanabec County Zoning Administrator.

2.3 Unless otherwise denoted, all other terms shall have the definitions given by Minnesota Agency Rules 9220.0210 and other sources incorporated therein by reference.

2.4 "Tire" means a pneumatic tire or solid tire for motor vehicles.

2.5 "Waste Tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect.

2.6 "Tire-derived products" means the usable materials produced from the chemical or physical processing of a waste tire, including tire shreds and tire crumbs. "Tire-derived products" does not include manufactured consumer products including but not limited to, cow mats, door mats and mulch rings.

Subdivision 3. Waste Tire Facility Permit Required.

3.1 Except as provided in 3.2, no person may do any of the following within Kanabec County without obtaining and possessing a valid Waste Tire Facility Permit from the Minnesota Pollution Control Agency and the Kanabec County Board of Commissioners:

3.1.1 Store, process or dispose of waste tires or tire-derived products; or

3.1.2 Establish, construct, modify, own or operate a waste tire facility.

3.2 Exclusions. The following persons are not required to obtain a Waste Tire Facility Permit:

3.2.1 A retail tire seller for the retail selling site if no more than 500 waste tires are kept on the business premises;

3.2.2 An owner or operator of a tire re-treading business for the business site if no more than 3,000 waste tires are kept on the business premises;

3.2.3 An owner or operator of a business who, in the ordinary course of business, removes tires from motor vehicles if no more than 500 waste tires are kept on the business premises, for example, a salvage yard;

3.2.4 A permitted landfill operator with less than 10,000 waste tires stored above ground at the permitted site;

3.2.5 A person using waste tires for agricultural purposes, if the waste tires are kept on the site of use and are cut and split, or, if unsplit, no more than 1000 tires on site; or

3.2.6 A person conducting abatement activities under an abatement order or stipulation agreement entered into under part 7035.8020 of Minnesota Agency Rules. This exemption does not exempt the person from the duty to obtain a waste tire facility permit for activities other than the abatement action.

Subdivision 4. Issuance of Waste Tire Facility Permit.

4.1 A Waste Tire Facility Permit shall be issued to an applicant who does all of the following:

4.1.1. Submits an application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.

4.1.2 Files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Permit by Rule status with the Minnesota Pollution Control Agency.

4.1.3 Demonstrates compliance with all applicable zoning and use ordinance.

4.2 All facilities will be limited to no more than 1000 tires on site at any given time.

4.3 All facilities shall have an approved fire plan on record with the Kanabec County Environmental Services from the local fire official.

Subdivision 5. Terms and Conditions of Waste Tire Facility Permit. Permits shall be valid for one year from the date of issuance or until the license From Minnesota Pollution Control becomes invalid, whichever occurs first.

Subdivision 6. Tire Shreds.

6.1 The use of tire-derived products as lightweight fill or for other engineering benefits for Township and County projects and Township, County or State Roads/Highways is permitted only when used in compliance with MNDot standards and Minn. Stat §115A.912, Subd. 4.

6.2 A tire shred permit shall be issued to an applicant who files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Standing Beneficial Use status with the Minnesota Pollution Control Agency.

6.3 A permit or inspection verification from the Minnesota Pollution Control Agency and a Kanabec County permit is required for all tire shred projects.

6.4 The use of tire-derived products for an aggregate substitute or as light weight fill on driveways and field roads will be allowed if it is an engineered design and the data shows a need for their use. The use of tire shreds for any other purposes, such as retaining wall backfill, soil stabilization, foundation insulation, and storm water storage is not allowed unless approved by the Kanabec County Board of Commissioners and a permit is issued.

6.5 Under no circumstances will shredded tires be permitted to be placed below the normal groundwater elevation.

6.6 All projects shall have an approved fire plan provided by the local fire official included with their permit application.

Subdivision 7. Tire Shreds Driveway /Field Road Specifications and Inspection

7.1. Specifications:

- Maximum finished top width: 20 feet
- Maximum bottom width of shredded tire fill: 26 feet
- Maximum thickness of shredded tires: 3 feet
- Minimum cover over tire shreds: 1.5 feet granular fill and 0.5 feet of Class 5 aggregate
- Finished side slopes: 3:1
- Tire fill side slopes: 1:1
- Shredded tires must be encapsulated in an approved geotextile fabric and

placed above the normal ground water elevation

7.2 Shredded tires must:

- 80% by weight pass a 6" screen
- Be free of oil, grease, and other contaminants
- Have metal fragments firmly attached and 98% embedded to the tire material
- Have at least one (1) sidewall severed from the face of the tire

7.3 Project must be engineer designed and prepared by an engineer licensed by the State of Minnesota

7.4 Project must show that there is an engineering need for the use of waste tire material.

7.5 Inspections.

7.5.1 Inspection will be conducted by the Kanabec County Engineer or representative. Inspections will require a 24 hour advance notice from the installer.

7.5.2 The following inspections are required:

7.5.2.1 Review and approval of plan

7.5.2.2 Inspection of trench prior to placement of geotextile

7.5.2.3 Inspection of geotextile and tire shreds prior to placement of cover material

7.5.2.4 Inspection of finished project

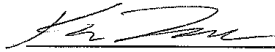
Subdivision 8. Penalties.


8.1 In addition to any civil remedy available, the violation of any provision of this ordinance shall constitute a misdemeanor, punishable by a maximum penalty of a \$1,000.00 fine or 90 days imprisonment, or both.

8.2 After notification and failure to terminate and abate the operation, each day of operation subsequent to the initial charge shall constitute a separate offense.

Subdivision 9. Effective Date. The effective date of this Ordinance shall be November 1, 2011.

Adopted this 28th day of September, 2011.


Chairman of the Board

Attest: 
Board Clerk

Doc# 240709

OFFICE OF COUNTY RECORDER

KANABEC COUNTY, MN

October 03, 2011 12:30 PM

Rhonda Olson, Recorder

Well Certificate [] Received

Fee: \$0

Pages: 5

Agenda Item #7

October 6, 2020

REQUEST FOR BOARD ACTION

a. Subject: Retention of outside council for the Welia privatization consideration	b. Origination: County Attorney's Office
c. Estimated time: 5 minutes	d. Presenter(s):

e. Board action requested:

Pursuant to Board Action #21 on 9/15/2020 to retain an outside attorney to consult and assist with the potential privatization of Welia Health, Mary P. Foarde from Stinson LLP has been retained. The engagement letter is attached.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

STINSON

Mary P. Foarde

PARTNER

DIRECT: 612.335.1414

OFFICE: 612.335.1500

mary.foarde@stinson.com

September 29, 2020

Barbara McFadden
County Attorney
Kanabec County
18 North Vine Street, Suite 202
Mora, MN 55051

Re: Legal representation of Kanabec County, Minnesota in connection with the Privatization of Welia Health (the "Matter")

Dear Ms. McFadden:

Thank you for selecting Stinson LLP (the "Firm") to represent Kanabec County, Minnesota in connection with the above-referenced Matter. We appreciate the confidence that you have placed in us and look forward to serving as counsel in this engagement.

We are submitting this letter and the accompanying General Terms of Representation to serve as the written agreement for our engagement. This letter and the General Terms of Representation contain important information regarding how we provide legal services and will apply, unless otherwise agreed in writing, to all current and future matters for which you have retained or will retain us. If you have any questions about any part of our engagement or if you would like to discuss possible modifications to the terms of this engagement, please call me.

Client

For purposes of this engagement, the Firm's sole client will be Kanabec County, Minnesota (the "Client"). Except as otherwise agreed in writing, the Firm will not be representing any other person or entity in the Matter.

Scope of Engagement

Unless otherwise specifically agreed in writing, the scope of this engagement will be limited to the provision of legal services in connection with the privatization transaction involving Welia Health. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

50 South Sixth Street, Suite 2600, Minneapolis, MN 55402

STINSON LLP \ STINSON.COM

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Fees and Charges

Our fees for this engagement will be based upon and billed at the hourly rates of each attorney, paralegal, and other timekeeper performing services on your behalf. The current hourly rates for attorneys and paralegals anticipated to work on the Matter are as follows:

<u>Attorney/Paralegal</u>	<u>Hourly Rate</u>
Mary Foarde	\$555
Laura Nelson	\$375
Jessica Wheeler	\$295
Zach Sheahan	\$295

Our hourly rates are adjusted periodically, typically on an annual basis, to reflect the advancing experience, capabilities, and seniority of our attorneys and paralegals as well as general economic factors. From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your Matter. You agree that we may charge the hourly rates currently in effect at the time the work is performed. In addition, we will bill for or request direct payment for disbursements or expenses that we incur, including delivery charges, significant photocopy or reproduction costs, computerized legal research charges, filing fees, fees and costs associated with practice support and/or electronic discovery providers, travel expenses, expert witness fees, and other vendor fees, if any. Typically, we forward third-party charges in excess of \$250 directly to you for payment. You agree to be responsible for the payment of such third-party charges and agree to indemnify the Firm in the event such charges are not paid and the vendor makes a claim against the Firm. Payment is due upon receipt of our statements.

PLEASE NOTE THAT THE GENERAL TERMS OF REPRESENTATION THAT WE ASK YOU TO AGREE TO INCLUDE A PROVISION CONCERNING MANDATORY BINDING ARBITRATION OF ANY DISPUTES ABOUT OUR FEES OR OTHER CHARGES. We have included this provision to resolve any such disputes quickly, efficiently and in a less public forum than in court, but it does cause both parties to give up rights they would otherwise have to bring an action in court. Please read this provision and the explanatory statement that accompanies it, and we advise you to seek separate counsel concerning whether you should agree to it. If you do not wish this provision to be a part of your agreement with us, please advise us before you sign this letter.

Retainers

We may at any time request an advance fee retainer for any professional fees associated with the Matter. Retainers and other funds that belong to you will be held without interest on account by the Firm, until disbursed. Such funds may be applied in payment of your account for legal fees owed or other expenses incurred on your behalf.

Barbara McFadden
County Attorney
September 29, 2020
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Conflicts of Interest

We have performed a search of our other clients to determine if representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names.

Review and Return of Engagement Letter

We ask that you review this letter and the General Terms of Representation carefully and let us know if there is any provision that you do not understand. If you have any questions concerning the terms of our engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Please sign and return this letter to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that if we do not receive a signed copy of this letter, your instructing us or continuing to instruct us on this Matter will constitute your full acceptance of the terms of this letter and in the accompanying General Terms of Representation.

Thank you for choosing us as counsel. We look forward to a good and productive relationship.

Sincerely,

Stinson LLP

Mary P. Foarde

MPF:rms

ACCEPTED AND AGREED
this 30th day of September, 2020:

Kanabec County, Minnesota

By: Kathi Ellis

Name: Kathi Ellis

Title: Chair, Kanabec County Board of Commissioners

GENERAL TERMS OF REPRESENTATION

Stinson LLP appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our various offices.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

Our Client. The person(s) or entity(ies) who are the client(s) in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, member, director, officer, employee, insurer, joint venture, etc.), persons or entities.

Personnel. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in providing appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter in conjunction with the experience and expertise of our lawyers.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Results. At the commencement or during the course of our representation, we may express opinions or beliefs concerning various issues or courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Entire Agreement. The accompanying engagement letter together with these General Terms of Representation shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The Firm has offices in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Estimates and Budgets. Please note that any estimates of anticipated fees and costs that we may provide at your request, whether for budgeting purposes or otherwise, are only an approximation because of the uncertainties involved in the representation. Unless we have otherwise agreed in writing to a specific fixed fee or fee cap, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred in accordance with the terms of our representation. It is also expressly understood that, absent a written contingent fee agreement, payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Retainers. With new clients or with substantial new matters for existing clients, the Firm may require what is known as a "retainer held as security." This retainer may be in the nature of a deposit, held by the Firm for the protection of its investment of time and effort which will be applied to the final billing. Another type of retainer may require you to deposit a certain amount, against which monthly statement amounts will be applied. At the end of each month, the agreed upon monthly retainer amount must be replenished to its original amount. Even though a retainer is outstanding, we expect you to pay for services rendered as reflected by interim billings.

Paralegals/Practice Support Consultants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants," and/or Practice Support Consultants. Such persons, although not practicing lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management,

document clerks may be used to perform tasks at lower rates than those of legal assistants. In matters in which electronically stored information is relevant to the representation, Practice Support Consultants are used. All such work is supervised by practicing lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, costs associated with electronically stored information that may be relevant to the representation, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the providers of these services, Lexis and Westlaw, are shown on client disbursement billings as "Lexis or Westlaw Research."

RESOLUTION OF DISPUTES CONCERNING FEES AND OTHER CHARGES.

(a) ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE FEES OR OTHER CHARGES BY OUR FIRM TO YOU, INCLUDING, BUT NOT LIMITED TO YOUR NON-PAYMENT OF ANY AMOUNTS BILLED TO YOU, SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE ARBITRATION, INCLUDING BUT NOT LIMITED TO THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. YOU AND OUR FIRM EACH AGREE TO WAIVE ANY RIGHT TO TRIAL IN A COURT OF LAW AND ANY RIGHT TO A TRIAL BY JURY THAT MAY OTHERWISE EXIST.

(b) THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE TO A SINGLE ARBITRATOR WHO IS A LICENSED ATTORNEY WITH AT LEAST TEN YEARS EXPERIENCE IN THE JURISDICTION IN WHICH THE OFFICE OF OUR ATTORNEY PRIMARILY RESPONSIBLE FOR YOUR ENGAGEMENT IS LOCATED, AND THE ARBITRATION SHALL BE HELD IN THAT CITY. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

(c) THIS AGREEMENT TO ARBITRATE CONTAINS RISKS AND BENEFITS AND REQUIRES EACH PARTY TO GIVE UP RIGHTS THEY WOULD OTHERWISE HAVE. YOU ARE ADVISED

TO SEEK INDEPENDENT COUNSEL, AND YOU ARE NOT REQUIRED TO AGREE TO THIS PROVISION. ARBITRATION MAY BE A MORE EFFICIENT AND LESS PUBLIC MEANS OF RESOLVING OUR DISPUTES. HOWEVER, BY AGREEING TO THIS PROVISION, YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT, AND TO HAVE A JURY TRIAL, AND YOUR RIGHT TO AN APPEAL. IN MOST CIRCUMSTANCES, THE DECISION OF THE ARBITRATOR IS FINAL AND MAY NOT BE APPEALED OR CHALLENGED, EXCEPT ON VERY LIMITED GROUNDS. DISCOVERY (THE PARTIES' RIGHT TO OBTAIN INFORMATION FOR EACH OTHER AND THIRD PARTIES) IS OR MAY BE LIMITED OR PRECLUDED IN ARBITRATION. ARBITRATION MAY BE MORE OR LESS EXPENSIVE THAN AN ACTION IN COURT. THE ARBITRATOR MAY ALLOCATE THE COSTS OF ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR, TO ONE OR BOTH OF THE PARTIES. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION OR WHETHER YOU SHOULD AGREE TO THIS PROVISION, SEEK INDEPENDENT LEGAL ADVICE OR ASK THAT THIS PROVISION BE DELETED FROM OUR AGREEMENT WITH YOU BEFORE YOU SIGN IT.

(d) THIS PROVISION SHALL NOT APPLY IN ANY JURISDICTION IN WHICH IT DOES NOT COMPLY WITH THE RULES OF PROFESSIONAL CONDUCT APPLICABLE TO ATTORNEYS.

File Retention. After our representation has ended, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you, subject to governing rules of professional conduct. At any point during the five year period, you may request delivery of the file.

Disbursements and Other Charges. We will also charge you for certain expense items listed below that we provide in connection with our legal services. Through long-term contracts with computer research vendors, and practice support and/or electronic discovery providers, we receive discounted rates on some of these services in exchange for guaranteed payment, usage or other obligations undertaken at our risk. The payments that we receive from clients for these services may or may not exceed our total payments to the vendors. Any excess is used to partially offset the costs we incur for related equipment and personnel as well as the risks we assume in entering into these contracts.

Specific items provided by the Firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice:

Computer Research. We do not charge clients for the use of the Firm's internal work product retrieval system. Clients are charged for computer-assisted research at rates we establish based on any agreement we have with the vendor and our associated risks in entering into long-term usage contracts.

Telecommunications. We do not charge for local or long-distance phone calls or electronic mail transmissions.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services are charged at our actual cost.

Travel. Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates.

Electronic Communications. We may use various forms of electronic communications to discuss matters concerning your representation. Any such communication is not without some risk. For example, someone with sufficient knowledge, tools, and access could intercept and use information related to those communications. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of electronic communications during your representation by us unless we are instructed otherwise.

Termination of Services. In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination. Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered. Unless we are re-engaged after our representation terminates, we will have no continuing obligation to advise the Client with respect to future legal developments or otherwise monitor renewal or notice dates or similar deadlines that may arise from the matter(s) for which we had been engaged.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to the Chief Operating Officer. Questions regarding the billing or payment status of your account may also be directed to our Client Accounting Department.