

**PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
COUNTY BOARD ROOM
TUESDAY, FEBRUARY 26TH, 5:00 P.M.**

AGENDA

Pledge of Allegiance

5:00 Ken Yutrzenka – Human Services Director

5:10 Great Northern Transmission Line

5:25 Mike Flaagan – County Engineer
- Highway Dept. Items

5:45 Ray Kuznia – County Sheriff

County Auditor's Items

(This agenda is subject to change)

PENNINGTON COUNTY HUMAN SERVICES

HUMAN SERVICE COMMITTEE

CONSENT AGENDA

On a motion by Commissioner _____ and seconded by Commissioner _____, the following recommendations of the Pennington County Human Services Committee for February 19, 2013 (detailed minutes on record) are hereby adopted:

SECTION A

- I. Approval of the January 15, 2013 Human Service Committee meeting minutes.
- II. Approval of the Agency's personnel actions.
- III. To approve the CY2013 Umbrella Tree supervised visitation Purchase of Service Contract with the Violence Intervention Project as presented.

SECTION B

- I. To approve payment of the Agency's bills.

Aye Nay _____ _____
Chairperson Date

SECTION A

The regular meeting of the Pennington County Human Service Committee was held January 15, 2013 at noon.

COMMITTEE MEMBERS PRESENT:

Don Jensen
Cody Hempel
Oliver "Skip" Swanson
Neil Peterson
Darryl Tveitbakk

STAFF MEMBERS PRESENT:

Ken Yutrzenka
Julie Sjostrand
Scott Sommers
Kathleen Herring

- I. ELECTION OF 2013 COMMITTEE CHAIR AND VICE CHAIR: Elections for CY2013 Committee Chair and Vice Chair were held. Commissioner Hempel was nominated and elected to serve as CY2013 Committee Chair. Commissioner Peterson was nominated and elected to serve as CY 2013 Vice Chair.
- II. MINUTES: The December 18, 2012 Human Service Committee meeting minutes were read. Noting no changes, recommendation was made to forward the minutes to the Consent Agenda.
- III. PERSONNEL:
 - A. Committee members were updated on re-filling the Financial/Eligibility Worker vacancy. The position has been posted with a closing scheduled for January 18, 2013. Merit System testing, specific to this position, will be administered in Thief River Falls on January 31, 2013.
- IV. GENERAL:
 - A. The Pennington Soil and Water Conservation District has requested this Agency's assistance in conducting financial eligibility determinations for applicants to their Subsurface Sewage Treatment System grant program. The Agency's primary concern is conducting eligibility determinations for a program not under authority of Human Services. Upon conclusion of discussion it was recommended that the Director obtain additional information prior to making a final decision.
 - B. Committee members were updated on the current status of the VCAA (Vulnerable Children and Adults Act) funding allocation process. Without any changes to present legislation, Pennington County is expected to lose over 50% from the current level by CY2016 . Various groups (AMC, MRCC and MACSSA) will continue exploring this matter and potentially proposing alternative funding legislation.
 - C. The Local Collaborative Time Study (LCTS) participation contract between Pennington County and the Department of Human Services was presented for renewal. Recommendation was made to forward this item to the Consent Agenda.
 - D. Plans are to hold the March 19, 2013 Human Service Committee meeting at the Northwest Minnesota Juvenile Center in Bemidji. A tour of the facility will be followed by a 4:00 pm Human Service Committee meeting.
 - E. Scott Sommers presented the out-of-home cost report for both December and CY2012.
 - F. Month's end cash balance for December 2012 stands at \$1,485,681.91.

- G. Discussion was held pertaining to the change in the Human Service Committee meeting status. The Director will confer with the County Attorney to determine changes that will be required to comply with public notification and open meeting requirements.

SECTION B

- I. There were no Social Service cases presented for special case consideration.
- II. Kathleen Herring, Financial Assistance Supervisor, presented the Crisis Assistance Monthly Report of Activity. Current open case count stands at 1,380 Ms. Herring also presented a breakdown of active cases by program as of 01/14/2013.
- III. There were no Income Maintenance cases presented for Special Case consideration.
- IV. The listing of bills presented for payment was reviewed. Recommendation for payment of the bills was forwarded to the Consent Agenda

SECTION C

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: February 19, 2013 at noon.

Human Service's Month End Balance

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
January	1,097,173.67	1,309,156.86	1,237,104.03	1,122,389.02	771,407.81	701,564.42	929,075.49	1,197,979.30	1,389,512.16	1,271,780.24
February	1,010,675.68	1,147,870.39	1,104,373.70	1,022,585.37	607,319.40	635,264.10	903,465.27	1,157,578.43	1,331,478.96	
March	892,266.12	1,029,374.21	908,840.83	705,442.69	428,905.97	463,085.65	810,094.43	1,096,732.38	1,165,062.80	
April	624,411.63	788,416.16	747,437.52	467,998.34	262,762.58	310,616.16	506,305.55	825,804.92	819,532.72	
May	560,618.15	653,690.74	691,752.23	382,551.08	142,246.78	161,895.69	447,916.22	768,561.39	678,196.10	
June	1,185,103.58	1,122,336.68	1,156,696.29	856,293.17	748,735.68	813,433.08	1,253,180.74	1,615,579.53	1,560,001.28	
July	1,303,439.41	1,425,888.93	1,429,151.24	1,073,512.78	906,246.71	925,265.96	1,327,951.41	1,313,679.13	1,659,331.53	
August	1,270,258.47	1,295,253.41	1,253,678.57	887,436.09	751,562.11	882,810.00	1,312,090.88	1,599,387.92	1,694,786.46	
September	1,053,129.16	1,073,403.66	1,006,514.93	700,638.09	633,565.54	726,047.54	1,094,067.41	1,349,316.27	1,431,613.15	
October	778,866.94	897,378.14	846,958.68	534,556.62	500,741.08	525,397.26	954,484.86	1,188,529.69	1,116,275.87	
November	774,986.11	765,995.33	1,307,027.10	892,920.21	422,625.48	1,261,703.28	1,422,560.89	1,732,295.38	877,736.63	
December	1,317,868.82	1,415,786.24	1,320,805.76	877,663.14	907,713.54	1,119,405.06	1,377,405.92	1,588,551.10	1,485,681.91	

**Pennington County Human Services
Financial Assistance Unit
Active Cases by Program
Jan-13**

Cash

MFIP	56	Minnesota Family Investment Program
DWP	5	Diversionsary Work Program
WB	11	Work Benefit Program
GA	44	General Assistance
GRH	65	Group Residential Housing
MSA	75	Minnesota Supplement Aid
EA	2	Emergency Assistance
EGA	0	Emergency General Assistance
TOTAL	258	

Food

SNAP	619	Supplemental Nutrition Assistance Program
TOTAL	619	

Health Care

MA	1,183	Medical Assistance
IMD	6	Institute for Mental Disease
QMB	254	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	91	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	14	QI-1 (Medicare Savings Program)
TOTAL	1,548	

TOTAL ACTIVE PROGRAMS: 2425

TOTAL ACTIVE CASES AS OF 02/18/2013: 1371

2/18/2013

**Pennington County Human Services
Emergency Assistance
Emergency Requests Related to Potential Evictions/Housing and Utilities
Date: January 15, 2013 - February 15, 2013**

Approvals

Eligibility Worker	File Date	Case Number	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
Delaine	1/8/2013	1439954	Past due rent	Not working. Receives child support.	2	\$347	Approved	1/18/2013
TOTAL							\$347	

Denials

Delaine	1/16/2013	628606	Past due electric	Self-employment	1	Referred to fuel asst.	Denied	1/18/2013
Holly	1/28/2013	1765350	Food	Part time	0	SNAP Expedite	Denied	1/28/2013
Holly	1/28/2013	1786363	Food	Unemployed	0	SNAP Expedite	Denied	1/28/2013
Holly	2/10/2013	1619625	Food	Unemployed	0	SNAP Expedite	Denied	2/10/2013
Holly	2/8/2013	756745	Rent	RSDI & SSI	0	Withdrew application. Awaiting HUD approval 03/01/2013 and will move into new apt. at that time.	Withdrawn	2/8/2013

Pennington County Human Services

Social Services Unit

Social Worker Caseload

14-Feb-13

	Child Protection	Mental Health	Child Welfare	Licensing	EW MSHO	Children's Mental Health Health	DD	Chemical Dependency	Cadi Waiver
Social Worker									
Adair, Carol								29	
Anderson, Mitch		11			28				18
Duray, Jena	9		4						
Gonsorowski, Mauri							35		22
Hamness, Laurie					49				3
Haugen, Katie	5		6	16					
Hruby, Alissa	10		3						
Monson, Maureen					47				3
Mumm, Sally		56		20					12
Reuter, Melani							27		21
Whitlow, Peggy	7		8			1		2	
Total Per Type	31	67	21	36	124	1	62	31	79
Total	452								

Expense	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	July 2013	August 2013	September 2013	October 2013	November 2013	December 2013	YTD	2012	Change
Foster Care	\$ 14,580.10												\$ 14,580.10	\$ 192,407.39	-92.4%
Rule 4	\$ 8,081.08												\$ 8,081.08	\$ 39,342.16	-79.5%
Rule 8	\$ 19,623.00												\$ 19,623.00	\$ 322,935.71	-93.9%
Rule 5	\$ 23,292.68												\$ 23,292.68	\$ 52,724.37	-55.8%
Corrections	\$ 50,279.08												\$ 50,279.08	\$ 316,697.07	-84.1%
Totals	\$ 115,855.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,855.94	\$ 924,106.70	-87.5%
Revenue															
Reimburse	\$ 1,301.97												\$ 1,301.97	\$ 9,176.04	-85.8%
MH Recovery	\$ 1,821.31												\$ 1,821.31	\$ 2,290.27	-20.5%
4E Recovery	\$ 1,869.36												\$ 1,869.36	\$ 73,868.00	-97.5%
Totals	\$ 4,992.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,992.64	\$ 85,334.31	-94.1%
Net Expense	\$ 110,863.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,863.30	\$ 838,772.39	-86.8%
2012 Totals	78357.94	61372.00	101636.45	107496.42	74,316.43	103576.14	73644.75	81281.99	102678.83	85463.9	114104.41	80910.01	1064839.27	838,772.39	27.0%
YTD Change	\$ 32,505.36	\$ (28,866.64)	\$ (130,503.09)	\$ (237,999.51)	\$ (312,315.94)	\$ (415,892.08)	\$ (489,536.83)	\$ (570,818.82)	\$ (673,497.65)	\$ (758,961.55)	\$ (873,065.96)	\$ (953,975.97)			

Executive Committee:

Al Liefert - Chair, Douglas County
Tom Ryan – Vice Chair, Olmsted County
Marc Mattice – Secretary/Treasurer, Wright County
Barry Wendorf- Communications, Isanti County



Dave Aker – Region 1, East Grand Forks City
John Ongaro – Region 2, St. Louis County
Laird Mork – Region 3, Chisago County
Tom Schmitz – Region 4, New Ulm City

Established in 2010

Improving the quality of life for the citizens of Minnesota by providing recreational opportunities, promoting legislative funding opportunities, and networking regional parks and trails throughout Greater Minnesota.

County and City Leaders throughout Greater Minnesota,

The Greater MN Regional Parks & Trails Coalition (GMRP&TC) is dedicated to providing parks and trails across greater Minnesota. The GMRP&TC is asking every community that currently manages regional parks and trails or, would like to see regional parks and trails within their area in the future, to join our membership.

Membership fees are used to provide a much needed voice at the state capitol during each legislative session. Without your membership, Greater MN Regional Parks & Trails would not have been allocated over **\$20 million** dollars in grants from the Park & Trail Legacy Fund over the past four years. This funding is available for any local government agency in greater Minnesota that applies in order to acquire or develop a natural resource based park or trail of regional or statewide significance.

The GMRP&TC made great strides in securing funding for regional parks and trails in greater MN in recent sessions. The work is not over. **The funding formula which allocates 20% of the Park & Trail Legacy Fund exclusively to Greater Minnesota Cities and Counties, 7.4 million dollars for 2013, is under attack at the Legislature this session.**

Through continued support and a growing membership our coalition will be able to realize the vision of a complete statewide regional park and trail network and work to secure funds with potential to reach over \$180 million dollars during the next 20 years of Legacy Funding.

The GMRP&TC offers a variety of different membership options. These can be seen on the attached Newsletter. **To become a member, please fill out the attached membership form by writing in your name / address, checking the appropriate membership line, and sending it in to the provided address with your check.**

Feel free to reproduce the attached newsletter and membership form. Give it to your local Friends of Park/Trail Groups, Park & Trail User Groups, or area businesses that support parks & trails in your community.

By joining the GMRP&TC you will be helping other greater MN cities and counties in the commitment to develop regional parks and trails in our communities.

If you have received this email and are not in charge of parks and trails, please forward to the correct contact.

Thank you for your support,
GMRPTC Board



GREATER MN REGIONAL PARKS & TRAILS

Volume 3

December 3rd, 2012

GMRPT COALITION

Strategic Plan Finalized

The Greater MN Regional Parks & Trails Coalition adopted the 175 Study / Strategic Plan as presented at the October 11th annual meeting.

Jeff and Kathy Schoenbauer provided the group with an overview and executive summary of the Greater MN Regional Park and Trail Strategic Plan (\$175K study). This plan provides support to GMRPTC to become the third leg of the stool among MN Park & Trail providers, provides future organizational structure, and takes into account regional differences across the state.

The Schoenbauers mentioned that the plan is dynamic and will mature with the organization and also spoke about the next steps regarding individual park and trail visitor counts, and origin studies to be taken, as well as website development.

To view the strategic plan visit the GMRPTC website at <http://gmrptc.webs.com/apps/documents/>

GREATER MN REGIONAL PARKS AND TRAILS STRATEGIC PLAN

GREATER MN REGIONAL PARKS AND TRAILS COALITION



To improve the quality of life for the citizens of Minnesota by providing areas for recreational opportunities while providing legislative support, promoting funding opportunities and networking regional parks and trails throughout Greater Minnesota

Legacy Funding Committee

This committee of representatives from the DNR, Met Council, and GMRP&TC developed a consensus recommendation regarding future Park & Trail Legacy Fund allocations.

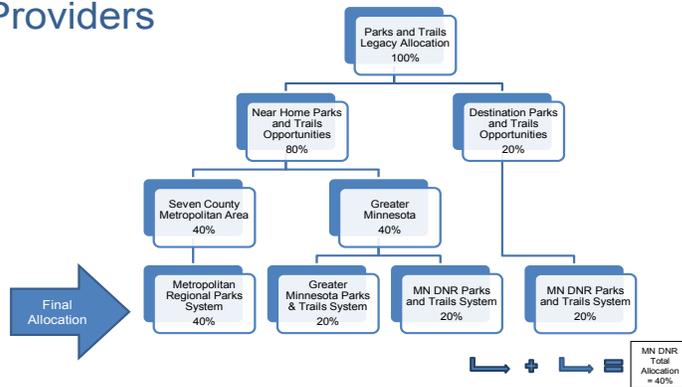
The committee recommends a direct appropriation not to exceed 0.50% of the total fund to support "Coordination among Providers". This allocation will be used for publicity, education, website development and to support implementation of the 175 Study by the GMRP&TC.

The remaining dollars will be allocated using the following formula.

This is intended to be part of the Governor's budget recommendation to the 2013 Legislature.



Allocation for Park and Trail Providers



MARK YOUR CALENDARS:

- January 3rd - ITV Meeting (time & locations to follow)
- April 4th - ITV Meeting (time & locations to follow)
- June 6th - ITV Meeting (time & locations to follow)



Greater MN Regional Parks & Trails

GMRPTC Election of Officers

Please welcome our new elected officers that will be leading the GMRPTC as well as thank the past officers for their vision and leadership.

Board of Directors:

Chair: Al Liefert—Parks Superintendent—Douglas County

Vice Chair: Tom Ryan—Parks Superintendent—Olmsted County

Treasurer / Secretary: Marc Mattice—Parks Administrator—Wright County

Communications Coordinator: Barry Wendorf—Parks Director—Isanti County

Region 1 Representative: Dave Aker—Parks Superintendent—City of East Grand Forks

Region 2 Representative: John Ongaro—Intergovernmental Affairs Director—St. Louis County

Region 3 Representative: Laird Mork—Parks Director—Chisago County

Region 4 Representative: Tom Schmitz—Parks Director—City of New Ulm

“We have had great success asserting the need for; and the right to, a bigger piece of the Park & Trails Legacy Fund. For me, finding a way to make this success relevant to all the regions and communities of Minnesota is the most daunting problem we face. How do we make sure that the legitimate needs of communities like Albert Lea, Pipestone, Baudette, Sandstone, and many others are not overlooked as we invest the Park & Trail Legacy Fund? Keeping everyone engaged as we try to solve this riddle is going to require persistence and commitment.” Al Liefert—GMRPTC Chair

Membership Form 2013

Your GMRPTC membership dues are used to fund government affairs representation that will build key legislative support and bring equity to Greater Minnesota from Legacy and other Park & Trail funding sources.

2013 Membership Fees are based on population as follows. Please check the appropriate box:

- \$150 for jurisdictions with a population base of 10,000 or less
- \$225 for jurisdictions with a population base of 10,001 to 25,000
- \$300 for jurisdictions with a population base of 25,001 or more
- \$30 for personal / individual membership
- \$125 for non-profit group membership
- \$350 for corporate membership

Organization Name _____

Contact Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

E-Mail _____

Please make checks payable to **GMRPT Coalition**

Please mail completed form and check to

1901 Highway 25 N, Buffalo, MN 55313

Attn: Marc Mattice—Park Administrator

To receive an invoice email barry.wendorf@co.isanti.mn.us



Established in 2010

What is the project?

Minnesota Power's Great Northern Transmission Line project includes a 500 kV transmission line from the Canadian border to the Iron Range Substation, and a 345kV double circuit line from the Iron Range Substation to the existing Arrowhead Substation near Duluth, Minnesota. The line will deliver power generated by Manitoba Hydro to customers.

Why is it needed?

- **Diversify** Minnesota Power's baseload generation and reduce emissions.
- **Reduce negative financial exposure** to pending and future emission reduction requirements.
- **Increase system reliability** for a broad region of the upper Midwest.
- **Support industrial growth**, both recent and planned, on the Iron Range.
- **Provide economic benefits** in the form of property tax revenue, construction and maintenance jobs, and increased business for hotels, restaurants, and other services along the final route.



What is the project schedule:

The project schedule is driven by state and federal regulatory requirements and the required June 2020 in-service date. We are currently approaching the end of the Planning phase of the project, and entering the Regulatory phase.



OUTREACH



Feedback from our recent open house meetings

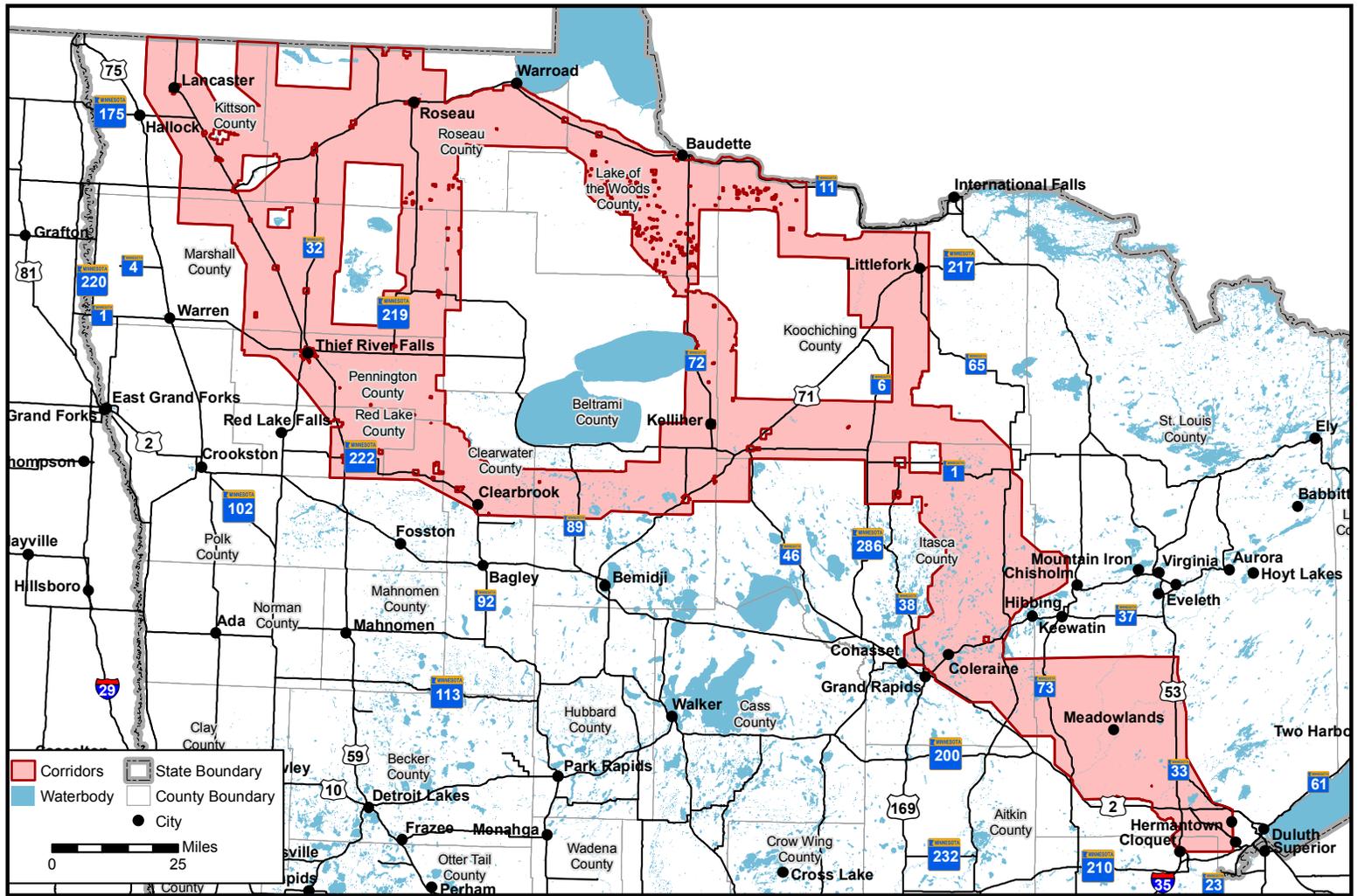
The Project team gathered important feedback at our October and November public meetings. Landowner concerns ranged from design and environmental questions to economic benefits to proximity to homes.

We have also responded to all comments that we received via voicemail and email. We heard you tell us that you want the Project to:

- Follow existing linear features where feasible (e.g., public roads, railroads, existing utilities, etc.).
- Consider important agricultural practices.
- Respect landowners and their property.
- Evaluate routing on public and private lands.
- Consider ways to minimize land impacts during construction.

If you have a concern or a question about the Project, we want to hear from you!

Great Northern Transmission Line Study Corridor Map



Routing the Line: Developing Routing Criteria

PUBLIC & AGENCY INPUT

- Minnesota Power-hosted outreach:**
Stakeholder workshops, public meetings & community outreach
- State & Federal regulated outreach:**
Public hearings, public scoping meetings, public comment on Draft EIS
- On-going agency coordination**

STATE & FEDERAL REVIEW

- State:**
Certificate of Need, Scoping, Draft & Final EIS, and Route Permit.
- Federal:**
Tribal Consultation, Scoping
Draft & Final EIS, and Presidential Permit

OPPORTUNITIES

- Infrastructure**
Existing transmission lines & pipelines
- Transportation**
Roadways
Rail
- Land division**
Property lines
Public land survey lines

CONSTRAINTS

- Land Use**
Community & industry development
Public & NGO Lands, Conservation Areas
Existing Infrastructure
- Environmental**
Species, habitat, & natural resources
Cultural, historical, & visual resources
- Engineering**
Reliability, constructability (poor soils), cost



Community Services

CENTRAL OFFICE

Contributing to a Safer Minnesota

February 8, 2013

Ray Kuznia, Sheriff
Pennington County
Law Enforcement Center
102 West Frist Street
Thief River Falls, Minnesota 56701



RE: Housing ICWC Offenders

Hello Ray,

Enclosed are 3 copies of the new contract between Pennington County and the Department of Corrections for the ICWC Program. Please have all copies signed under the "purchaser" section and return them to me for signature.

Thank you for your assistance and let me know if you need any additional information.

Sincerely,

Terry Byrne
District Supervisor

Cc: file



work release

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET

State Accounting Information:

Contract No. 58130 Agency Contract Identification No.: PO# 3-23687

Agency: Corrections	Fiscal Year: 2013 - 2014	Vendor Number: 03411400100	<u>0000197338</u>
Total Amount of Contract: \$320,000.00 (Estimate)		Amount of Contract First FY: \$160,000.00	
Commodity Code: 023-02	<u>93151500</u>	Commodity Code: 023-02	
Object Code: 2D36	<u>411317</u>	Object Code: 2D36	
Amount: FY 13 \$160,000.00		Amount: FY 14	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 100	Fund: 100	Fund:
Appr: Q16	Appr: Q16	Appr:
Org/Sub: Q056	Org/Sub Q056	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: FY 13 \$160,000.00	Amount: FY 14	Amount:

Contract Start Date: July 1, 2013

Expiration Date: June 30, 2015

Contractor Name and Address: Pennington County Law Enforcement Center 102 West First Street, Thief River Falls, MN 56701 Electronic Fund Transfer to : County Treasurer Box 616 Courthouse

This Page Contains Private Data

Do Not Circulate

DO NOT REPRODUCE

OR DISTRIBUTE EXTERNALLY WITHOUT EXPRESS

WRITTEN PERMISSION OF THE CONTRACTOR.

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Corrections, Institution Community Work Crew House Building Program ("State") and Pennington County, Law Enforcement Center, 102 West First Street, Thief River Falls, MN 56701("Governmental Unit") Electronic Fund Transfer to: County Treasurer Box 616 Courthouse.

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a local correctional facility to provide for the housing of state inmates participating in a vocational training program known as the Institution Community Work Crew (ICWC) House Building Program.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2013 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 This Agreement is not a guarantee of work and will only be used as the need for housing arises.

2.2 Governmental Unit shall:

1. Provide care and custody at the Pennington County Jail for state referred inmates who are accepted into the ICWC program based on criteria outlined in Clause 2.3 of this agreement.
2. Provide case management services to the inmates in the program to include, but not be limited to family issues, annual reviews, release planning/coordination, pass coordination and monitoring, and counseling if appropriate.
3. Develop and implement a service plan for each inmate, identifying program needs such as education, religious, alcohol and chemical dependency support services as available at the facility and pay inmate wages as outlined in Attachment A (ICWC Crew Member Program Packet) which is attached and incorporated as a term of this agreement.
4. Provide lodging, meals, custody supervision and routine health care in accordance with established jail policies and procedures.
5. Coordinate emergency medical and dental care for inmates in accordance with procedures established by the State.
6. In case of rule violations resulting in an inmate being dismissed from the program, maintain the necessary custody until the State can arrange to take custody of the inmate.
7. Provide urinalysis/drug screening at intake and randomly thereafter at no additional cost to the State.
8. Manage individual inmate accounts in accordance with jail policies.
9. Provide supervision and transportation to and from work sites for all inmates in the program using the Sentencing to Service crew leaders.

Notify State immediately if any inmate sustains a serious injury or illness, escapes from custody or commits a major rule infraction.

2.3 State shall:

1. Refer for participation in the program, inmates who meet the following criteria:
 - a. Be within eighteen and forty-eight months of their supervised release date; and
 - b. Not be on Public Risk monitoring status, offenders who have completed all Program Review Team directive(s) may be considered.
 - c. Have no current or prior criminal sexual conduct related offenses;
 - d. Have no escapes in the past 5 years;

- e. Have no gross misdemeanor or felony detainers or tried detainers that expire after their term of imprisonment;
 - f. Have no pending criminal charges or holds for other jurisdictions;
 - g. Have no discipline violations in the past 6 months resulting in segregation and/or extended incarceration;
 - h. Demonstrate a positive attitude, be physically capable to do the work and physically capable to work in the construction environment without putting themselves or others at risk;
 - i. Be on level 1 or level 2 minimum-security status;
 - j. Inmates housed in local or contract correctional facilities must meet any additional eligibility requirements related to residence history in or near the county where the ICWC program is located and must adhere to all rules of conduct for the ICWC program and housing facility and are subject to discipline and/or termination from the program for major rule infractions;
2. Provide supervision and transportation to and from work sites for all inmates in the Program.
 3. Provide each inmate with five (5) sets of state issued clothing when transferred to the Program.
 4. Make every effort to transport inmates who are removed from the Program back to the appropriate State correctional facility as soon as possible.

3 Payment

- 3.1 Compensation shall be paid at the rate of Fifty-five Dollars (\$55.00) per day per inmate.
- 3.2 During the time the inmate is in the ICWC program, payments will be for the first day, but not the last day on the program.
- 3.3 The State shall reimburse the Governmental Unit for approved medical/dental expenses of inmates in the program when these expenses are more than routine medical/dental services provided by the Governmental Unit.
- 3.4 This agreement does not include any additional reimbursement for travel, subsistence, clothing issue, or other such items.
- 3.5 Payments shall be made by the State promptly after Governmental Unit's presentation of invoices for services performed and acceptance of such services by the State's Authorized Representative. Invoices must be submitted monthly to the State's Authorized Representative by the seventh working day of each month following the month service is provided. With the final invoice due no later than 30 days following the expiration of the date of the agreement.
- 3.6 All services provided by Governmental Unit pursuant to this Agreement shall be performed to the satisfaction of the State, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
- 3.7 Governmental Unit shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

The total obligation of the State under this agreement will not exceed Three Hundred Twenty Thousand and 00/100 dollars (\$320,000.00).

4 Authorized Representatives

The State's Authorized Representative is Terry Byrne, ICWC Program Director or his successor.

The Governmental Unit's Authorized Representative is Sheriff Ray Kuznia or his successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or

their successors in office.

5.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 Blood Borne Pathogen Notice

Governmental Unit is hereby notified and agrees to assume full responsibility for notifying all of its employees of the remote possibility that they may be at risk for exposure to a blood borne pathogen such as the hepatitis B virus (HBV). Governmental Unit further agrees to provide training for all its employees and to offer vaccinations to those who could reasonable anticipate an exposure resulting from the performance of this Agreement.

12 Accessibility

To ensure that persons with disabilities have access to all programming provided under this Agreement, the Governmental Unit will either 1) make any necessary physical or structural modifications to allow disabled persons to participate; 2) deliver services at an alternate accessible site; or 3) employ other methods approved by the State that result in making the program accessible.

13 Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Aime Kuhleme*
Date: 2/4/13

CFMS Contract No. 7- 58130

2. GOVERNMENTAL UNIT

By: *Ray A. Kyprian*
Title: *Sheriff*
Date: 2/14/13

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)
Title: _____
Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____
Date: _____

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Emergency Communication Networks, 445 Minnesota Street, Suite 137, St. Paul, MN 55101 ("State") and Pennington County, 102 First Street West, Thief River Falls, MN 56701 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd. 2(4) the State is empowered to enter into this grant contract.
- 2 State funds for this grant contract are provided from the state fiscal year 2012 Statewide Radio Board (SRB) budget, to develop a county participation plan for the migration to the statewide shared public safety radio system known as the Allied Radio Matrix for Emergency Response (ARMER) system.
- 3 The State is in need of interoperable communication planning for Pennington County as part of a plan to migrate Pennington County emergency services on to the ARMER radio communications system.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** February 28, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

- 2.1 Contract with a vendor capable of providing professional and technical services necessary for Pennington County to complete a preliminary implementation plan ("Plan") for the transition of Pennington County public safety communication systems for law enforcement, fire and other public safety agencies operating within the county onto the ARMER network.
- 2.2 The Plan shall provide for the full integration of primary voice communications for public safety agencies operating within the county to the ARMER network.
- 2.3 At a minimum, the Plan shall address the following topics related to full participation on the ARMER network:
 - Fleet maps required for Pennington County public safety agencies
 - Subscriber radios and data configurations
 - Pager equipment and units that would be necessary to update and maintain the current fire department paging system
 - Public Safety Answering Point (PSAP) Console configurations
 - System design of local enhancements to the ARMER system
 - System implementation and cut-over plans
 - The infrastructure and subscriber unit pricing
 - Coverage maps
- 2.4 The contract for a Plan shall also provide for the vendor to meet with the Minnesota Department of Transportation (MnDOT) to discuss frequency allocations, installation of county equipment at MnDOT communication sites, the installation of communication equipment in MnDOT equipment racks and any ARMER connectivity requirements.
- 2.5 Ensure that work will be completed and deliverables will be provided in a timely manner with all plans and reports to be provided to the State no later than July 31, 2013.
- 2.6 Provide the State with monthly status reports outlining the project's overall progress and upon request, the State will be provided copies of all deliverable reports and plans provided for in the Grantee's contract.

2.7 Administer the grant according to the following budget:

Budget Category	Budget Amount
Contractual Services:	\$30,000.00

3 Time

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

4 Consideration and Payment

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

- (1) **Compensation.** The Grantee will be reimbursed an amount up to but not to exceed \$30,000.00 according to the breakdown of costs in Section 2.7 of this grant contract.
- (2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (3) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0,000.00.
- (4) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$30,000.00.

4.2 Payment

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
Itemized invoices will be filed in arrears at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for services satisfactorily performed. Final invoice must be received no later than 30 days after the Expiration date of this grant contract.
- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made in part from federal funds obtained by the State through CFDA number 97.067, Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53) and the Consolidated Security, Disaster Assistance and Continuing Appropriations Act of 2009 (Public law 110-329) supported under the DHS Appropriation Act of 2006 (P.L. 109-90). The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Jackie Mines, Emergency Communication Networks Director, Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, Minnesota 55101, phone 651-201-7550, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Ray K. Kuznia, Pennington County, 102 First Street West, Thief River Falls, MN 56701, phone: 218-681-6161, email: wmattson@penningtonsheriff.org. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

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

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

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 *Termination by the State.* The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15 Data Disclosure

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Purchase Order Number 3-17501

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

Project Agreement

This Project Agreement is made by and between **Pennington County** organized under the laws of the State of Minnesota and **GeoComm Inc.**, a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer" and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development, and professional project management and is willing to provide those services to the Customer based on this background.

The Customer desires to have services provided by GeoComm. Therefore, the parties agree as follows:

Section 1 - Description of Service

Beginning upon contract signing GeoComm will provide the following goods and services (collectively the Services): Refer to the itemized Exhibits herein and made part of this agreement:

- Participation Plan Consulting Services

Section 2 - Payment

The Customer will pay a fee to GeoComm of **\$25,238.00** for services as described in this agreement and provided under this agreement by GeoComm. The fee quoted is a fixed price and includes all usual and customary expenses including travel costs, travel expenses, and administrative fees. The Customer agrees to pay GeoComm on the following schedule:

\$ 6,309.50	Invoiced net 45 upon contract signing
\$ 6,309.50	Invoiced net 45 beginning the first of the month following contract signing and continuing for two months
\$ 6,309.50	Invoiced net 45 upon State Radio Board acceptance of participation plan

Section 3 - Late Payment Fee

All invoices issued under this contract shall be submitted to the Customer net 45 days. A 1.5% service charge shall be assessed to all invoices not paid within 45 calendar days from date of invoice.

Section 4 - Expense Reimbursement

GeoComm shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from the Customer except by mutual prior agreement.

Section 5 - Performance of Services

GeoComm will work as many hours as is necessary to fulfill its obligations under this agreement. GeoComm will provide an acceptance form within five days of submission of a contracted deliverable. The customer will, within 10 days of receipt of the form, either (a) provide GeoComm with its written acceptance of the completed deliverable, or (b) identify to GeoComm in writing, the failure to comply with the specifications, listing any errors and omissions in reasonable detail. If the client fails to notify GeoComm of any failures within the applicable acceptance period, the deliverable is deemed accepted. Upon GeoComm's receipt of written notice of rejection GeoComm shall have 10 business days, or such other time as the customer and GeoComm may agree is reasonable, to correct all such failures and resubmit the acceptance form.

Section 6 - Standards of Work

GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

Section 7 - Statement of Work

The Customer shall, in addition to responsibilities described elsewhere in this Agreement, perform the following coincident with the performance of this Agreement:

- Designate a Project Coordinator and reserve the right to change this appointment

Section 8 - Changes in the Work

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, and or portions of the work.

If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an adjustment based on the exhibits, shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.

Section 9 - Excusable Delays

GeoComm shall not be responsible for delays or lack of performance resulting from action or inaction beyond the reasonable control of the company and/or its employees and agents. Such delays may cause an impact on the schedules included in this agreement. Any delays beyond GeoComm's control, or any services required that fall outside of the scope of services contained herein may result in additional charges. Additionally, significant project delays of more than 90 days may result in the client incurring a maintenance fee of \$500 per month plus any additional work that GeoComm may be required to perform as a result of the delay. GeoComm's consulting rates for such work is \$125 per hour plus actual expenses.

Section 10 - Limitation of Liability

Except for personal injury or death, the Customer's total liability under this contract, including but not limited to breach of contract, negligence, warranty, strict liability in tort, or otherwise is limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price less expenses saved in consequence of the breach by GeoComm. In no event shall the Customer be liable for GeoComm's incidental or consequential damages to the full extent such may be disclaimed by law.

Section 11 - Disclaimer of Patent License

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law in the sale of a product.

Section 12 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination by the Customer, GeoComm shall be able to retain and receive payment for all services completed up to the date of termination. In the event of termination by GeoComm, the Customer shall receive a full refund of the contract amount.

Section 13 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

Section 14 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with or on behalf of the Customer.

Section 15 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 16 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are in any way a result of the negligence of GeoComm or its employees or agents.

Section 17 - Indemnification

GeoComm shall indemnify and hold harmless the Customer against and from all liability, claims, damages, and costs including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death, or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.

Section 18 - Insurance

GeoComm shall maintain liability insurance for both personal injury and property damage. The insurance for GeoComm is required to procure and maintain shall be insured by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Pennington County. Any liability insurance purchased by GeoComm, must meet the approval of Pennington County and the Minnesota Insurance Trust prior to approval of this agreement. The insurance policy shall provide for not less than 30 days written notice to Pennington County before cancellation, non-renewal, termination or change in coverage and GeoComm shall deliver to Pennington County a duplicate, original or certificate of such insurance policy or policies. GeoComm shall name Pennington County as a beneficiary within the certificate of insurance.

GeoComm shall, during the term of this agreement, at its expense, maintain a policy of public liability insurance with respect to the business of GeoComm, in which GeoComm and Pennington County shall be covered by being named as insurance parties under reasonable limits of liability of not less than two million general aggregate.

GeoComm shall obtain workman's compensation insurance for its employees and Pennington County is not responsible for that.

Section 19 - Data Confidentiality

GeoComm agrees to review, examine, inspect, or obtain Customer data only for the purposes described in this agreement and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement.

Section 20- Records Retention and Availability

GeoComm agrees that the Customer, the State 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 GeoComm and involve transactions relating to this Agreement.

GeoComm agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

Section 21- Nondiscrimination

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 22 - Drug-Free Workplace to be maintained by the Contractor

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall provide a drug-free workplace for all of their employees. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor maintains a drug-free workplace.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 23 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer.

Section 24 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows.

Pennington County

Ken Olson
County Auditor
PO Box 626
101 Main Ave North
Thief River Falls, MN 56701
Phone (218) 683-7026
E-mail ktolson@co.pennington.n.us

GeoComm

Christy Hayes
Assistant Consulting Services Manager
601 W. St Germain St
St Cloud MN 56301
Phone (320) 281-2190
Email chayes@geo-comm.com

Section 25 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 26 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 27 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 28 - Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 29- Laws to be Observed

GeoComm shall keep fully informed of all Federal and state laws, all regulations pertaining to the Occupational and Safety Hazards Act (OSHA), all local laws, ordinances and regulations, and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 30 - Applicable Law

If there is any dispute concerning this agreement, the laws of the State of Minnesota shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the state of Minnesota.

For Pennington County

By: _____
Signature/Title

Date: _____

For Geo-Comm, Inc.

By: Janet Grones
Janet Grones/Treasurer

Date: 02/25/2013

GeoComm will develop an ARMER participation plan for Pennington County and will assist with obtaining the required approvals for the plan. The participation plan, once completed, will allow for the procurement and installation of the radio systems, the associated equipment, and integration to the ARMER system. The ARMER participation plan will be created based on the radio system information gathered by GeoComm, as well as any previously completed Pennington County ARMER radio studies.

GeoComm will create the participation plan in accordance with the requirements outlined in the State of Minnesota's ARMER program and in coordination with Regional Radio Board (RRB) and State Radio Board (SRB). To create the ARMER participation plan, GeoComm will develop a technical design plan for Pennington County identifying the required radio system enhancements including required subscriber equipment, Radio Frequency (RF) coverage predictions, tower sites, dispatch console requirements, and connectivity and microwave plans. GeoComm will develop the Pennington County ARMER participation plan by following these three phases:

Phase One: Technical Design Analysis

Phase Two: ARMER Participation Plan Development

Phase Three: ARMER Participation Plan Approval Process

GeoComm understands that ongoing communication is essential for successful project completion. GeoComm utilizes several different methods to ensure the project status is readily available to the entire team. To ensure the highest level of ongoing project communication, GeoComm will utilize on-site meetings, reports, conference calls, and a GeoComm provided project web portal. GeoComm will communicate with Pennington County regularly throughout the project. The Pennington County project lead and GeoComm's project manager will establish a specific communications plan early in the project.

Phase One: Technical Design Analysis

Task One: Documentation Compilation and Review

GeoComm will gather and review any previously completed radio studies that included Pennington County in preparation for joining the ARMER system. GeoComm will review the conclusions and recommendations from the previous reports and will begin developing the participation planning document specifically for Pennington County. During the documentation review and planning our consultants will collect and review data including:

- Details on the technical and operational parameters of the desired system
 - ARMER 800 MHz
 - VHF paging and interoperability systems
- Pennington County's radio planning efforts
- Existing radio system information from the County's public safety agencies and other surrounding communities
- Equipment and systems inventory
- Details on the ARMER statewide radio system
- Frequency availability
- Maintenance contracts
- Copies of FCC licenses

- Needs for interoperability by agency
- Desired communications capabilities by agency
- Communication center requirements such as equipment upgrades and training needs

In addition to reviewing the County's needs to participate in the ARMER system, GeoComm will review previous VHF system recommendations and will assist Pennington County in determining what VHF system upgrade options might be considered or required. VHF system upgrades, if appropriate, will be incorporated into the Technical Design Plan deliverable in Task Two. In addition, GeoComm will factor in interoperability requirements to neighboring jurisdictions. The final ARMER participation plan will address coverage, capacity, and interoperability from responders in the Pennington County community and in surrounding communities not participating in the ARMER system; as well as its effect with Pennington County's participation. GeoComm will provide the following information:

- A summary of inventory and capabilities of the County's existing VHF radio system and equipment
- A description of neighboring counties/entities service providers
- A description of governmental and non-governmental primary service area response providers (EMS, public works, public utilities, etc.)
- Current and predicted interoperability with adjacent jurisdictions that are not planning to join the ARMER system

Task Two: ARMER Radio System Status Review

After reviewing Pennington County's documents and discussions on their specific plans for joining the ARMER system, GeoComm will review the most current ARMER plan for tower sites in and around the Pennington County service area. This review will assist in determining the effect on the ARMER backbone as a result of the County joining the system.

From this information, GeoComm will then begin to draft the Technical Design Plan. The design plan will incorporate all subsystems necessary for joining the ARMER backbone and include:

- Communication center console equipment requirements
- VHF/UHF interface and integration requirements for participating on the ARMER system
- Connectivity plan to the ARMER system
- Radio system capacity needs and loading criteria
- ARMER site transceivers
- Dispatch control stations
- Subscriber equipment requirements
- Summary of licensing and frequency requirements
- Forecasted RF coverage

Phase One Deliverable

- Draft Technical Design and Implementation Document

Phase Two: ARMER Participation Plan Development

Task One: Participation Plan Development

GeoComm will begin developing the participation plan for Pennington County to join the Minnesota ARMER system using the information gathered during the technical design analysis phase. Much of the information contained in the planning document will flow naturally from the previously completed project reports and supporting documentation issued during Phase One. The participation plan created for Pennington County will follow the outline provided by the SRB, Minnesota Department of Transportation (Mn/DOT), the Northwest Minnesota Regional Radio Board (NWRRB), and will also follow the State of Minnesota's requirements for ARMER participation plans and submittal of those plans. GeoComm has successfully submitted over 15 plans to the regional radio boards, the State Operations Technical Committee (OTC), and SRB. This experience will ensure that the requirements of the participation plan are met and that the plan will be presented with the criteria required for approval upon presentation of the plans.

GeoComm will develop all necessary documentation for delivery to the Pennington County project team for comment prior to developing the final planning document. As discussed previously, GeoComm will follow the requirements of the ARMER program when completing the participation plan.

The participation plan will follow the same format GeoComm has successfully used for submitting plans to the state and regional boards for previous projects.

The format of the participation plan will use the latest version required by the state and NWRRB and will include:

- Introduction
- Background
- Detailed project schedule
- Training needs and plan (does not include developing training program)
- ARMER participation request
- Effect on the ARMER backbone
- Technical design capacity and operation limitation
- Pennington County fleet mapping and layouts
- Proposed budget for integration
- Questions and contact information
- Coverage maps
- Project review

By following the participation plan sections as described above, Pennington County will:

- be ensured the plan is consistent with the ARMER regional plan and meets ARMER system standards,
- provide stakeholders with a detailed project schedule,
- provide a plan that follows the Mn/DOT requirements for system capacity and describes the effect on the ARMER backbone due to the addition of any County local enhancements,
- be ensured that the request for participation follows the requirements of the local, regional, and State Radio Boards,
- identify training requirements (training plan development is not included in this scope of work), and

- include a fleet map (the fleet map will be developed by Pennington County with assistance from GeoComm)

Phase Two Deliverable

- Draft copy of the ARMER Participation Plan Document

Phase Three: ARMER Participation Plan Approval Process

Task One: Final ARMER Participation Plan Review

GeoComm will work with the Pennington County project team to clarify discrepancies in the preliminary plan prior to its final modification. We will then conduct a formal presentation of the preliminary plan to the Pennington County project team. The plan will be presented to the RAC for approval before moving on to the RRB. GeoComm will assist Pennington County's project team in gaining approval of the participation planning document in the next tasks.

Task Two: ARMER Participation Plan Approval

GeoComm knows the process of obtaining plan approval from the various committees and boards can be challenging. There is a specific approach that must be followed to gain approval when presenting a participation plan for joining the ARMER system. GeoComm has years of experience in presenting to, and working with these groups and has been successful in obtaining approval for similar past projects for counties in the State of Minnesota.

GeoComm will assist Pennington County in preparing for, and providing technical assistance during Pennington County's presentation to the Northwest Minnesota Regional Advisory Committee (NWRAC). This is the first committee following approval from the Pennington County's board that Pennington County must gain approval from before proceeding to the RRB for approval. When approval is received from the RAC, GeoComm will continue to assist the County as presentations are made to the RRB and to the SRB, and state OTC.

GeoComm will revise the report following any recommendation from the regional and/or state radio boards and will resubmit the plans for approval if any changes are needed. GeoComm will assist Pennington County with the following during the approval process:

- Updating ARMER participation plan as requested by Pennington County and the RAC
- Preparing approval requests and/or letters for submittal to Pennington County's board, RAC, the RRB, and others, as needed, to obtain plan approval
- Assisting in presenting the ARMER participation plan to Pennington County's board, RAC, and RRB, as needed, to attain approval of the participation plan for joining the ARMER backbone

Phase Three Deliverables

- Final ARMER Participation Plan Document
- Radio Board Meetings
 - NWRAC and NWRRB
 - State Operations and Technical Committee
 - State Radio Board

Project Timeline and Deliverables

GeoComm proposes to meet the following deliverable deadlines. The schedule provided is dependent upon the actual contract signing date, assignment of a local project manager, and the availability of the Pennington County project team, as well as the timely review and approval from the RAC, RRB, Mn/DOT, and SRB. The dates below may be modified during negotiations with Pennington County and assume contract signing by February 8, 2013.

Project Element/Deliverable	Estimated Deliverable Date
Contract Signing/Receipt	March 1, 2013
Deliverable: Draft Technical Design Plan and Implementation Documentation	May 20, 2013
Deliverable: Draft Participation Plan Documentation	June 4, 2013
Deliverable: Final Participation Plan Documentation	June 19, 2013
Deliverable: Radio Board Meeting Presentations (Based on the scheduled RRB meeting following the completion of the participation plan)	July 2013

Notes: The project completion date may be adjusted based on contract negotiations and the actual contract signing date. Project completion and plan acceptance will be dependent on the scheduling of the RAC, RRB, and SRB meetings along with prompt reviews and approvals from these agencies.

The scope of work for this project does not include consulting services for the actual procurement, installation, or testing of any system components. If desired by Pennington County, these services can be provided under a separate contract.

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Emergency Communication Networks, 445 Minnesota Street, Suite 137, St. Paul, MN 55101 ("State") and Pennington County, 102 First Street West, Thief River Falls, MN 56701 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract.
- 2 State funds for this grant contract were provided under Laws of Minnesota Stat. 403.113 Subdivision 3.
- 3 All Public Safety Answering Points (PSAPs) in Minnesota are converting to the Next Generation 911 (NG911) high speed voice and data network for routing and delivering emergency calls.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** February 25, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will

- 2.1 Purchase and install necessary equipment and/or network requirements for conversion from the Legacy 911 Network to the NG911 Network to meet PSAP readiness specifications as identified within the Enterprise Visions PSAP Site Survey document.
- 2.2 Ensure that all expenditures incurred meet PSAP NG911 readiness specifications. Expenses are limited to being explicitly related to minimum requirements for NG911 PSAP readiness and may not be extended for purchases that relate to PSAP needs outside the scope of NG 911 PSAP readiness.
- 2.3 Submit estimated expenses and/or quotes for expected work to Dana Wahlberg, 911 Program Manager, MN Department of Public Safety, Division of Emergency Communication Networks (DECN), prior to commencing the work.
- 2.4 Complete all specified acquisitions of equipment, network installation, or other identified ancillary improvements according to the DECEN approved, PSAP specified project timeline to meet installation, pre-migration and migration scheduled deadlines.
- 2.5 Administer the grant according to the following budget:

Budget Category	Budget Amount
Equipment (including installation)	\$10,000.00

- 2.6 Expend and request for reimbursement for only the amount required for the necessary installation costs, up to the grant amount. When project is complete, unused funds will revert to the state and may not be used for other purposes by the grantee.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
Compensation. The Grantee will be reimbursed an amount not to exceed \$10,000.00 according to the breakdown of costs in Section 2.5.

- (1) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (2) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0,000.00.
- (3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$10,000.00

4.2 Payment

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

After migration to NG911, and not later than 30 days after the end of this contract, the Grantee will submit a single, detailed invoice and supporting documentation for reimbursement of costs associated with this contract.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Dana Wahlberg, 911 Program Manager, Division of Emergency Communication Networks, Minnesota Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, MN 55101-5137, phone: 651-201-7546, email: dana.wahlberg@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Ray K. Kuznia, Pennington County, 102 First Street West, Thief River Falls, MN 56701, phone: 218-681-6161, email: wmattson@penningtonsheriff.org. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

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

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

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 **Termination by the State.** The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15 Data Disclosure

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Purchase Order Number: 3-17466

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

Consolidated Conservation Joint Powers Natural Resource Board

Aitkin ~ Beltrami ~ Clearwater ~ Koochiching ~ Lake of the Woods ~ Mahnomen ~ Marshall ~ Roseau

Purpose: *The purpose of the Consolidated Conservation Joint Powers Natural Resources Board shall be to gather information on and formulate policies for the development, utilization and protection of natural resources in northern Minnesota, and to ensure that there is an interrelated plan for the use and protection of both public and private resources.*

Executive Summary 2009

Board Members:

Brian Napstad – Aitkin	Quentin Fairbanks – Beltrami
Tom Anderson – Clearwater	Mike Hanson – Koochiching (Chair)
Todd Beckel – Lake of the Woods	Jerry Dahl – Mahnomen
Gary Kiesow – Marshall	Russell Walker – Roseau (Vice-Chair)
Joe Vene (Alternate) – Beltrami	Roger Falk (Alternate) – Roseau
Ken Moorman (Alternate) –Lake of the Woods	

Board Meetings

Meets the Fourth Monday of Most Months
Meets at the Beltrami County Conference Room
Meetings 10:00 AM
All Commissioners Are Invited to Attend
Most Meetings Include a Special Guest and DNR Update

Dues Structure

Dues are discussed each year by the Counties involved and based upon Board and County Budgets

January

Commissioner Hanson (Koochiching) was elected Chair and Russell Walker (Roseau) was elected Vice-Chair. The Coordinator's position was offered to Kallie Briggs (Your Office or Mine) to take minutes, develop financial statements, correspondence, mailing and other duties as directed by the Board Chair. Discussion on tax credits for Bovine TB affected folks, funds for wolf depredation and Elk problems is \$75,000 for both. The DNR has stated they will shoot Elk and offer landowners permits in core TB areas.

February

Guest Mike Carrol, NW DNR Supervisor told the board the DNR is not the lead agency when it comes to the State aid stimulus package. The department of Waters and Resources has merged and the DNR will be challenged to create a plan which will create land and water programs. Scott Peters, Marshall County Auditor/Treasurer who was also a guest suggested the Joint Powers Board propose the Governor order a sale of 20 % of state lands to help pay the state's fair share of the budget without putting further demands on counties. If the State were to do 25%, five percent could go back to the DNR for their uses and programs.

Motion/Second/Passed Beckel/Russell to send a letter to area Senators and Representatives explaining to them the Joint Powers Board is opposed to pay decrease in PILT payments.

March

Guest Katie Haws, Peatland Planner for the DNR did a presentation on Management Planning for Peatland Scientific and Natural Areas. This pilot project with federal funding began in 2008. It was noted that core areas in need of urgent planning are drainage/ConCon ditch assessment rule evaluation, Land Asset Management; opportunities for exchange; Recreational interest, Peatland commercial use in Koochiching County, Timber Harvest planning, Global Climate Change and New research findings.

Motion/Second/Passed Fairbanks/Moorman, to approve the draft letter to legislators regarding the opposition to a reduction in PILT payments.

April

DNR Supervisor Mike Carrol gave draft copies of the Consolidated Conservation Evaluators Manual to the board. He is the contact person for educating counties on the manual and setting up county meetings. Exchange of lands, ditch assessments and the counties and State working together to frame problems and presenting it at the next legislative session was discussed. The Joint Powers By-laws were reviewed. Board members would like to see more commissioners attend the meetings even though each county only gets one vote.

June

DNR Commissioner Holsten, DNR Assistant Commissioner and Chair of Legislative Affairs Bob Meier, DNR Regional Manager Larry Krampka, and DNR Regional Planner Jack Olson were guests at the meeting. They discussed possible DNR funding cuts, how DNR and counties can work together on land acquisition and PILT issues to determine how counties could be compensated. The DNR is aware of how important PILT is to counties.

July

Representatives for the MN Trappers Association, Kathy and Ernie Peterson told the board the association is an organization who are managers for predators like the fox and beavers. Mandated by legislature to educate, their main focus is to educate young folks. They talked about a law suit they prevailed in against PETA. If they do not go against type of groups the Endangered Species Act will stop logging and certain types of recreation. The Board discussed PILT payments. PILT payments are and continue to be on the political agendas.

August

DNR Representative of Emerald Ash Borer, Jana Albers should samples of the Emerald Ash Borer. It may take years but will eventually kill most of Minnesota's Ash trees. Educational posters were given to each county for distribution. The Kittson County lawsuit was discussed as was sending letters to other counties to join the Joint Powers Board.

October

Legislators representing counties belonging to this board will be invited to the November meeting. A round table discussion took place regarding what question will be presented to them. PILT, Wetlands and ATV Legislation were the topics decided upon. Regarding the by-laws it was decided each county gets one vote and each county will be asked to appoint a delegate and an alternate.

November

Representative Brita Sailer attended the meeting. She discussed ATV's, PILT and Wetlands. She also talked about the White tail deer and TB samples in the deer and Elk. She congratulated the DNR of the success of the deer and Elk TB status. She will continue to watch for signs of early pullout and make sure the TB issues is gone and resolved before pulling out. DNR Supervisor Mike Carrol gave an update on the ConCon project with Marshall County, the internal reorganization of the DNR, and court case with Kittson County.

December

Executive Director for the Lessard-Sams Outdoor Heritage Council, Bill Becker was the guest speaker. He told how the Council was created, who the council members were and how they are chosen. The Council specifically defines their goal of protection, restoration and enhancement. He will attend a future meeting to inform the Board how their counties could apply for project funding.

*The Board did not have meetings in May and September.

Consolidated Conservation Joint Powers Natural Resource Board

Aitkin ~ Beltrami ~ Clearwater ~ Koochiching ~ Lake of the Woods ~ Mahnomen ~ Marshall ~ Roseau

Purpose: *The purpose of the Consolidated Conservation Joint Powers Natural Resources Board shall be to gather information on and formulate policies for the development, utilization and protection of natural resources in northern Minnesota, and to ensure that there is an interrelated plan for the use and protection of both public and private resources.*

Executive Summary 2010

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Jerry Dahl – Mahnomen	Gary Kiesow – Marshall
Todd Beckel – Lake of the Woods (Vice-Chair)	
Russell Walker – Roseau	

Alternate Board Members

Roger Falk – Roseau	Joe Vene – Beltrami
Ken Moorman – Lake of the Woods	Brian McBride – Koochiching

Board Meetings

Meets the Fourth Monday of Most Months
Meets at the Beltrami County Conference Room
Meetings begin at 10:00 a.m.
All Commissioners Are Invited to Attend
Most Meetings Include a Special Guest and DNR Update

Dues Structure

Dues are discussed each year by the Counties involved and based upon
Board and County Budgets

January

Meeting guest was Bob Meir, Assistant DNR Commissioner. He informed the Board about the Legislative Bonding Bill, land and land sales, land assets and management, and talked about counties who fear the loss of PILT payments and recreational access. Commissioner Hanson (Koochiching) was elected Chair and Russell Walker (Roseau) was elected Vice-Chair. The Coordinator's position was contracted with Kallie Briggs (Your Office or Mine) to take minutes, develop financial statements, correspondence, mailing and other duties as directed by the Board Chair. **Motion/Second/Passed, Kiesow/Beckel to approve the 2010 budget with the change of Clearwater County dues to \$500.**

February

Meeting Guest was MPCA Assistant Commissioner Rebecca Flood. She said the MPCA's mission to protect, conserve and improve the environment. She talked Anti-degradation Rule, and the Strategic Plan objectives set forth for Clean Water. Discussion at the Board level revolved around DNR easements and the MN Redesign Project and how it may save the State dollars but will cost Counties a huge amount of dollars. The project will be watched by Commissioner Vene.

April

Meeting guests were: Gretchen Sabel; MPCA/SSTS – Coordinator, Heidi Lindgren; MPCA/SSTS Northwest office Brainerd, Ron Swenson; MPCA/SSTS Enforcement Officer State Wide. They updated the Board on SSTS rules and guidelines, programs with technical assistance, block grants, three different kinds of enforcement and the possibility that a coop could still be an option to help those at a local level who cannot afford mandates. Commissioner Napstad updated the board on the BSWR Northern Water Plan.

May

Meeting guest was John Jaschke, BSWR Executive Director. Mr. Jaschke was in attendance to give the Board a Legislative update, to inform the Board on ways to mitigate wetlands, dedicated funding programs, and explain grants for SSTS and Feedlot. Continue to discuss and monitor how AMC is addressing the MN Design Project.

June

Meeting guest was Bill Becker – Executive Director Lessard-Sams Outdoor Heritage Council. He updated the Board on the recent Legislative session, land acquisition/management, Outdoor Heritage Funds, PILT, and a copy of the 2010 Call for Funding Requests. Discussion at the Board level revolved around a BSWR update from Commissioner Napstad who sits on the BSWR Board, concerns about deer herds, and a letter to Senator Bakk. **Motion/Second/Passed Commissioner Beckel/Commissioner Napstad to send a letter to Senator Bakk regarding PILT and our appreciation for his work and support.**

July

There was not a guest speaker at the meeting. Discussion at the Board Level revolved around the 2011 funding request to each county (**Motion/Second/Passed Commissioner Kiesow/Commissioner Napstad to request \$1000 from each county with the exception of Clearwater and Mahnomen which will be \$500**), a 2009 draft Executive Summary was accepted by the Board, DNR and ConCon Lands, upcoming meetings and guests, roads open to ATV's and the appreciation for Commissioner Holstein and his the willingness to meet and listen to the JP Board.

September

Meeting guests were Bob Meer; DNR Assistant Commissioner and Mike Carroll; DNR Regional Supervisor. Mike gave the Board copies of the completed Mahnomen County Ditch Elevation project and a power point presentation titled "Land Survey on DNR Administered Lands". Bob talked about the upcoming election and the impacts it could have on the DNR, the budget forecast, PILT, a recent environmental meeting and the concern with Congressman Oberstar's recommendation to change "Navigable waters" to just "waters". During the Board discussion Commissioner Vene told the Board he is running for an AMC board position and when the upcoming AMC Annual conference is.

October

Meeting guest was Senator Saxhaug. He talked about the fact that Northern Minnesota is not being treated equally because of all the public lands and PILT. Those representing rural Minnesota continue to try and educate those from the Metro areas on the importance of PILT and how PILT also benefits the metro areas. He went on to say that it does not matter if it is from AMC or county boards, Metro legislators need to hear from rural counties. He suggested rural counties pick 3 or 4 issues and go to the legislature in a unified manner. During the Board discussion Commissioner Napstad ask counties how much of their land was purchased by non-profits who do not have to pay taxes on the land, mainly high value and lake property. This is currently costing Aitkin County millions of dollars and he suggested other counties look into this as it could become very controversial.

November

Meeting guest was Richard Ruhanen; MN DNR Director of Minerals, Extraction and Exploration. He talked about state leasing on mineral lands to create projects that entice companies to lease the land which in turn creates jobs. A lease is usually a fifty year lease. A borehole sample is a one to two inch hole, drilled at an angle and usually 400-800 feet deep where one-fourth of the sample has to be turned in. All samples are kept in Hibbing for anyone wishing to review them, even years later. During Board discussion they talked about writing a letter of support for Commissioner Holstein and the current DNR administration. The Board said although they did not always agree with the Commissioner, he was always responsive to the issues and took an interest in the Northern Counties. **Motion/Second/Passed, Commissioner Fairbanks/Commissioner Beckel to approve sending a letter to the Dayton transition team.** Commissioner Napstad said in Aitkin County there are 3.3 billion dollars of nontaxable parcels owned by 501c3's. He does not believe this is much different than what other counties are facing and thinks a review needs to be done. Twenty percent of the land in Aitkin County is tax exempt.

December

Meeting guest was Bob Meier, Assistant DNR Commissioner. He began by telling the Board how grateful he and the Commissioner were with the letter supporting the current administration. Bob also talked about the protection of PILT, how timber harvest levels could change with a new DNR Administration, Beaver problems and how state funding programs for control of the beaver have been cut. During Board discussions the board approved the 2011 budget and the Administrative Contract. **Motion/Second/Passed, Fairbanks/Napstad to approve the proposed budget for 2011. Motion/Second/Passed, Commissioner Kiesow/Commissioner Beckel to approve the Administrative Contract for 2011.** There was also a discussion about combining the Joint Powers Natural Resource Board and the Northern Counties Land Board. It was suggested we invited Roger Howard who has all the historical background on how and why the JP Natural Resource Board evolved. It was agreeable that the two Boards have some synergy between them however; there is also some duplication with certain issues. It was decided to have ongoing talks amongst the Board and with the Northern Counties Land Use Coordinating Board.

*The Board did not have meetings in March and August.

Consolidated Conservation Joint Powers Natural Resource Board

Aitkin ~ Beltrami ~ Clearwater ~ Koochiching ~ Lake of the Woods ~ Mahnomen ~ Marshall ~ Roseau

Purpose: *The purpose of the Consolidated Conservation Joint Powers Natural Resources Board shall be to gather information on and formulate policies for the development, utilization and protection of natural resources in northern Minnesota, and to ensure that there is an interrelated plan for the use and protection of both public and private resources.*

Executive Summary 2011

Board Members:

Brian Napstad – Aitkin	Quentin Fairbanks – Beltrami
Daniel Stenseng – Clearwater	Mike Hanson – Koochiching
Jerry Dahl – Mahnomen	Gary Kiesow – Marshall (Vice-Chair)
Todd Beckel – Lake of the Woods (Chair)	Russell Walker – Roseau

Alternate Board Members

Roger Falk – Roseau	Joe Vene – Beltrami
Ken Moorman – Lake of the Woods	Brian McBride – Koochiching

Board Meetings

Meets the Fourth Monday of Most Months
Meets at the Beltrami County Conference Room
Meetings begin at 10:00 a.m.
All Commissioners Are Invited to Attend
Most Meetings Include a Special Guest and DNR Update

Dues Structure

Dues are discussed each year by the Counties involved and based upon
Board and County Budgets

January

Meeting guest Roger Howard, former Aitkin County Commissioner, gave Board members information on the history of the Consolidated Conservation Joint Powers Natural Resource Board. The seven counties were brought together to address common issues which were primarily DNR and ConCon issues. Clearwater County did not have any ConCon lands however; they were invited to join the Board because of their common issues with the other counties. The Board would address issues such as PILT, rare and endangered species on private lands, and sales and non-sales of ConCon lands. They would then adopt resolutions and Roger and/or other county board members would testify in St. Paul. It was questioned if the Board needed Roger or person who could assist lobby efforts in St. Paul regarding Joint Powers issues. Roger's information would also prove helpful while the Joint Powers Board and the Northern Counties Land Use Coordinating Board discussion combining boards and joint board meetings. Commissioner Beckel (Lake of the Woods) was elected Chair and Commissioner Kiesow (Marshall) was elected Vice-Chair. The Coordinator's position was contracted with Kallie Briggs (Your Office or Mine) to take minutes, correspondence, mailing and other duties as directed by the Board Chair.

February

There was not a meeting guest in February. Roger Howard was sent a letter asking him to attend board meetings or put his information regarding the history of the Board in writing. Funds for his services would be allocated from Legal Fees. The Joint Powers Board will meet with NCLUB for the April meeting.

April

Meeting guests were members of the Northern Counties Land Use Coordinating Board (NCLUCB). Both Boards decided to write a letter supporting an allocation of \$200,000 to continue their efforts to change federal laws regarding the timber wolf issues.

Motion/Second/Passed, Commissioner Walker/Commissioner Moorman to have Kallie draft a letter to our Congressional Delegation, US Fish and Wildlife, and DNR Commissioner Landwehr. The Board appointed a new treasurer and bookkeeper.

Motion/Second/Passed, Commissioner Walker/Commissioner Kiesow to appoint John Hoscheid as the Treasurer, Joy Lindquist as the Bookkeeper and to list both John and Joy as check signers. Mike Carroll, DNR Regional director, gave a DNR update on legislative budgets, Tribal issues, Sustainable Forest Incentive Act and his replacement as he takes on a new position.

May

Meeting guest was Lori Dowling, newly appointed NE Department of Natural Resources Regional Director. She will be replacing Mike Carroll who has accepted a promotion with the DNR. She sees herself in a leadership role with a steep learning curve. Both Lori and Mike Carroll gave a DNR update on various topics.

July

The meeting guests were members of NCLUB and Craig Engwall, DNR representative. Craig talked about Wetland Mitigation, PILT, the state shutdown, the delisting of the wolf, and the unresolved issue of non profits buying up lands, paying no taxes and then passing the lands over to the DNR. Billions of tax exempt dollars are affecting counties and their taxes.

September

There was not a meeting guest however; Lori Dowling was there to give a DNR update. Lori updated the Board on Elk permits, DNR Public Policy, Noxious Weed control, Wetland/PILT and ConCon Lands. The Board set the 2012 membership dues. Commissioner Vene has arranged a joint meeting between the two boards at the Annual AMC meeting in December.

October

A joint meeting took place at Craig Engwall's cabin near Northome. Minutes were taken by NCLUB administrator.

November

Meeting guests were Lori Dowling, John Williams, Craig Engwall, and Helen, all from the DNR. John Williams lead a power point presentation on ConCon lands, history of the ConCon rule, state drainage, LiDAR, and Law 103E. A complete copy of the presentation is on file. The 2012 Administrative Contract with Your Office or Mine was approved with no changes.

December

The Consolidated Conservation Joint Powers Natural Resource Board and the Northern Counties Land Use Coordinating Board met as a group at the Association of Minnesota Counties annual conference.

*The Board did not have meetings in March, June and August.

CONSOLIDATED CONSERVATION Joint Powers Natural Resource Board

Aitkin ~ Beltrami ~ Clearwater ~ Koochiching ~ Lake of the Woods ~ Mahnommen ~ Marshall ~ Roseau

February 14, 2013

Dear County Board Chair and Commissioners:

On behalf of the Consolidated Conservation Joint Powers Natural Resources Board and Chairman Commissioner Gary Kiesow, we would like to extend an invitation of membership to Kittson, Polk, Cass, Hubbard, Itasca, Red Lake, Pennington and Becker counties.

The purpose of the Joint Powers Natural Resource Board, conceived in 1989, is to gather information and formulate policies for the development, utilization, and protection of natural resources in northern Minnesota, and to ensure there is an interrelated plan for the use and protection of both public and private resources. They believe with the expansion of their membership and being more involved in topics related to those counties, would be beneficial for all. The Board is sensitive to county commissioner's schedules and how restricted county budgets are. This is why they invite and encourage you to attend meetings for one year at no cost to your county. At the end of a year when new members have decided to join, a uniform membership dues structure will be discussed amongst everyone.

The Board meets the fourth Monday of most months at the Beltrami County Conference room (701 Minnesota Ave, NW, Bemidji, MN 56601) from 10:00 AM until 12 PM. Their next meeting is Monday, February 25 when Joe Eisterhold and Molly MacGregor, DNR Representatives will give a presentation on Aquatic Invasive Species.

Included with this letter for your information and review is the Board's Executive Summary for 2009, 2010 and 2011. If you have additional questions you may contact Commissioner Kiesow or me.

Warmest Regards,

Kallie Briggs
Administrator

3675 County Road 21
International Falls MN 56649

Commissioner Gary Kiesow or Administrator Kallie Briggs
Phone 218-689-3048 or Phone 218-417-0358
E-mail garjul@gvtel.com or kalliebriggs@midco.net

CODERED
weather
WARNING™

Product Overview and Cost Proposal
presented on February 22, 2013 to
Pennington County, Minnesota.

*CodeRED Weather Warning
is an automated severe
weather warning product
developed by Emergency
Communications Network.*



BRIAN CHOYKA REGIONAL SALES MANAGER

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OFFICE 3500 American Blvd. West, Suite 300 Bloomington, MN 55431
9 Sunshine Blvd. Ormond Beach, FL 32174

Did you know?

ECN's new office in
Minnesota is now open



EMERGENCY COMMUNICATIONS NETWORK



Emergency Communications Network

Emergency Communications Network, LLC (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered millions of messages.

ECN's Web-based product suite features three hosted solutions for municipalities:

- CodeRED Weather Warning™ for automated severe weather warnings
- CodeRED® for community and staff notifications
- MyDailyCall™ for checking on at risk individuals

Minnesota Testimonials:

“Clay County is generally rural thus we do not have sirens to alert residents of bad weather. CodeRED Weather Warning has filled this void and the general public loves this option.”

- Lieutenant Bryan Green, Clay County Emergency Management

“When we walk down the streets in our rural communities and have residents stop and say “Thanks for CodeRED, it is comforting to receive a phone call warning us of an impending storm – especially in the middle of the night’ we know we have spent our tax payers’ dollars wisely!

- Gracia Nelson, Roseau County Emergency Management Director

“Severe weather notification are received within seconds of a warning being issued by the National Weather Service. Community participation and reaction to this program has been much better than anticipated.”

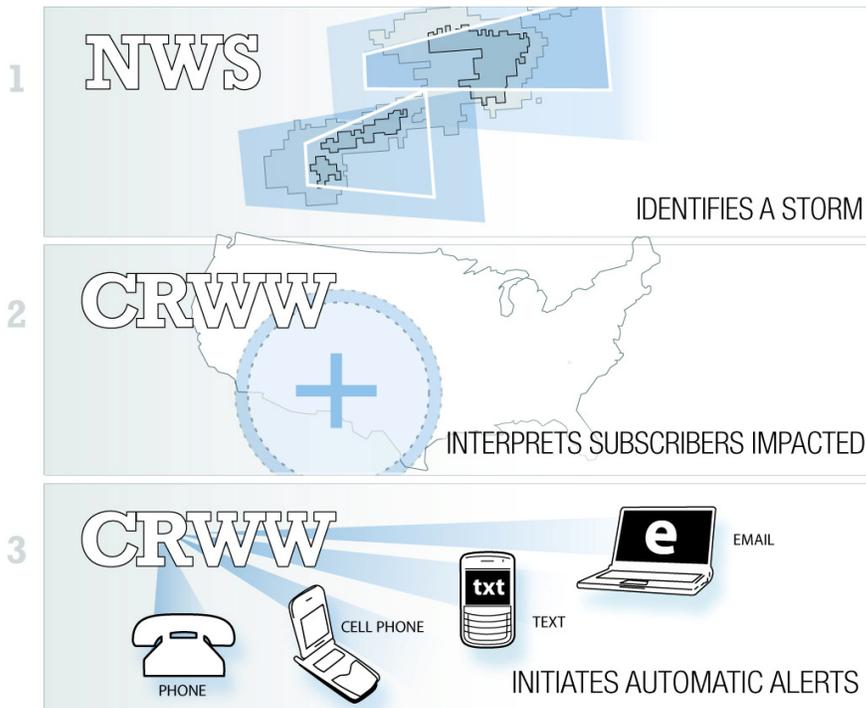
- Police Chief Rob Prescher, Madelia

“By adding winter alerts, residents will be more prepared to deal with winter storm issues when they arise.”

- Bruce Messelt, County Administrator, Chisago County

CodeRED Weather Warning

The CodeRED Weather Warning (CRWW) product was designed to automatically deliver targeted severe weather alerts moments after warnings are issued by the National Weather Service (NWS). Messages are delivered so quickly they often arrive prior to any other public notifications, usually before television or weather radio broadcasts are aired, providing citizens with extra time to prepare.



How it works. When the National Weather Service issues a bulletin identifying a storm, CodeRED Weather Warning instantly picks it up and interprets it to determine the severity and the exact areas impacted. A calling database of all subscribers within the projected path is generated and messages are sent to them immediately.



To deliver the alerts, CodeRED Weather Warning utilizes a sophisticated dialing infrastructure capable of transmitting millions of messages an hour. But the real benefit comes from the automation, since alerts are initiated without human intervention, there is no delay in sending the messages.

Types of Warnings*



**Tsunami and winter storm warnings are only available to those regions prone to such conditions.*

Features of CodeRED Weather Warning

Automatically initiated messages. Warnings are generated automatically through proprietary computer algorithms. No impact is placed on internal resources as no staff action is required to initiate the notifications.

Geographically targeted warnings. Using heading and speed to determine the most vulnerable areas, CodeRED Weather Warning notifies those most at risk first.

Polygon methodology. Based on the National Weather Service’s polygon methodology, only citizens in the path of projected weather are contacted, thereby increasing relevance and reducing false alarms.

Opt-in model. Only citizens who sign up will receive the notifications. They may elect to receive alerts for any combination of severe weather warnings.



Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 2/22/2013)

Emergency Communications Network’s innovative, geographically targeted weather warning product was built to alert citizens in the path of severe weather. Developed on the same calling network infrastructure as the CodeRED solution for community notification and tapping into the National Weather Service’s Storm Based Warnings, CodeRED Weather Warning automatically sends messages to affected citizens moments after a **severe thunderstorm, flash flood, tornado, tsunami* or winter storm* warning** has been issued.

**Tsunami and winter storm warnings are only available to those regions prone to such conditions.*

A one (1) year add-on contract for CodeRED customers includes

- CodeRED Weather Warning system set-up
- Free one time use of the CodeRED system
 - A community-wide call will be made to introduce the weather warning product and direct citizens to sign up to receive alerts
- Unlimited severe weather warnings: 24 hours a day, 365 days a year
- Detailed call statistics
- Design and hosting of custom web page for community enrollment

\$1,969 = Year 1 Cost (50% Discount)
\$3,938 = Annual Renewal Cost
(based on 2010 U.S. Census Population of 14,072)

Annual Cost for non-CodeRED Clients (based on a one year contract)

\$8,085 = Includes items listed above plus all functionality of CodeRED high-speed notification solution with 1000 system minutes

Thank you for the opportunity to present CodeRED Weather Warning. If you have any questions, please feel free to contact me.

BRIAN CHOYKA REGIONAL SALES MANAGER

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 9 Sunshine Blvd. Ormond Beach, FL 32174

CODE RED[®]

Proposal presented to
Pennington County, Minnesota
on February 22, 2013.

*CodeRED is a high-speed
notification solution brought
to you by Emergency
Communications Network.*



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Did you know?

ECN's new office in
Minnesota is now open



EMERGENCY COMMUNICATIONS NETWORK

Currently servicing 31 Counties in Minnesota



Emergency Communications Network

Emergency Communications Network, LLC (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

ECN's Web-based product suite features three hosted solutions for municipalities:

- CodeRED® for community and staff notifications
- CodeRED Weather Warning™ for automated severe weather alerts
- MyDailyCall™ for checking on at risk individuals

Minnesota Testimonials:

“Finding a missing Mahtomedi woman is a great success for CodeRED. We’re using the program on a weekly basis now.”

- Sheriff Bill Hutton, Washington County

“We firmly believe CodeRED is a huge benefit to the residents of this county.”

- Sheriff Jim Jensen, Dodge County

“Their prices are reasonable, their customer service is excellent and our community is very happy. I’d recommend CodeRED to anyone.”

- Mike Thoemke, City of Saint Paul Public Works Administrator

“We have been utilizing the CodeRED system for over 10 years and without exception it is one of the best in the country. We have had four declared disasters and used CodeRED without any problems”

- Lieutenant Bryan Green, Clay County Emergency Management Director

“We can notify a lot of people in a short amount of time. We rely on CodeRED daily in protecting and notifying our citizens during significant events.”

- Kurt Kuhlers, Houston County Emergency Management Director

CodeRED

The CodeRED solution was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to citizens as well as staff. ECN employs proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system which has been in operation since 1998.



CodeRED Mobile Alert app

This latest innovation in the public safety arena answers the question asked by Emergency Managers nationwide, *how do we communicate with people in our jurisdiction who do not reside there*, by providing a location based method to deliver CodeRED initiated messages. The app tracks a subscriber's position and sends push notifications to their device when alerts are issued for the area they are in, this enables local officials to reach those passing through their jurisdiction and also protects citizens when traveling outside their local coverage area in any community that uses CodeRED.

Simple implementation. The CodeRED system is operational right now and is ready for use today. With no equipment to install nor phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by Emergency Communications Network and are instantly available to enable users to easily target residents and businesses by specified area.

Ease of use. The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, ECN built the feature rich interface with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



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Training and refresher courses are regularly provided via web seminar to ensure staff is always comfortable with the system and confident in their ability to launch a notification.



Live customer support. Available 24x7x365, the Operations Department at ECN staffed by poised individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations, and when appropriate, they reach out to clients to provide suggestions and support for system use.

Technology. ECN's robust platform and sophisticated infrastructure include multiple built-in redundancies to support thousands of jobs running simultaneously.



Proprietary, patented technology is used to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. If a call is missed,



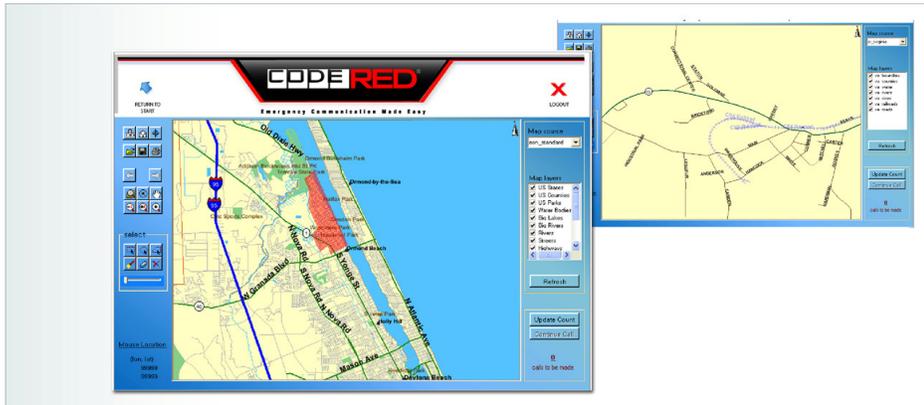
message recipients may simply dial the system back, toll-free, to hear the last message delivered to their phone. This Universal ANI® feature is not only a convenience for notification recipients, but also serves clients as it relieves inbound calling pressure on often overworked emergency lines.

Further, ECN manages its entire network to maintain control over dialing and doesn't rely on third party, shared lines to place calls. This dedicated network ensures client jobs launch immediately and do not have to be queued or compete for available phone lines with other dialing priorities. And by eliminating dependence on third party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed. ECN's massive system capacity is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match local telephone infrastructure, resulting in more connected calls, less network congestion and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when what matters most is communications getting through as quickly as possible.

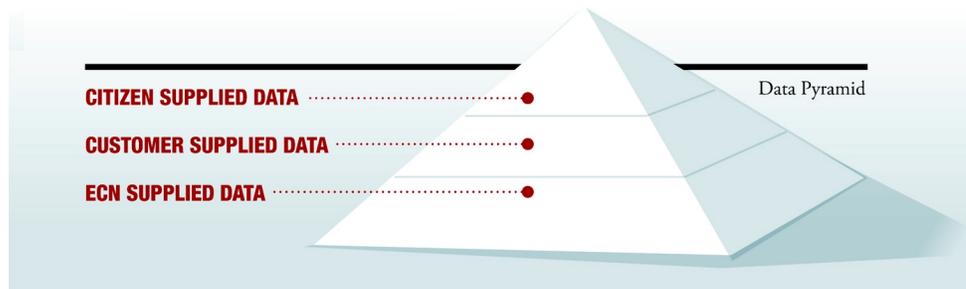


Mapping. For use when messages need to be geographically targeted, the Web-based mapping interface, written by ECN, is both intuitive and easy to use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. ECN hosts all components of the mapping interface, relying on no third party providers.



ECN includes local mapping with the license of CodeRED, and additionally has the ability to provide custom maps by using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and also no need to utilize internal resources to host, maintain or update maps.

Calling data. Each client accesses a database which is populated by drawing from multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by ECN’s custom multi-layer geo-coding service.



ECN provides initial calling data for immediate use; this allows communities to be up on CodeRED quickly. Data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client’s database.

The middle data tier is supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. ECN geo-codes all client supplied data as part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries on the Community Notification Enrollment (CNE) page. ECN provides a custom web page for



each community that allows residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements to further populate the database. All information added to CNE is instantly available for use in CodeRED.

Validata[®]. The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid are removed to create a cleaner, more efficient calling list.

Internal use. The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. ECN developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs and official comment direction. With a few clicks of the mouse multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify that the information was delivered rapidly and accurately.

Integrated Public Alert and Warning System (IPAWS). ECN, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel as an Alert Disseminator in support of the FEMA program. (fee associated)

Affordability. ECN has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.

ECN's pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently used every day by clients from coast to coast. To find out why the CodeRED high-speed notification solution is selected by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED, you can hear directly from them the advantages of the system.



Cost Proposal (PRICING GOOD FOR 90 DAYS FROM 2/22/2013)

The Web-based CodeRED[®] service, from Emergency Communications Network, LLC (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to thousands of citizens in minutes. ECN's dedicated, triple redundant network is capable of sending critical communications at maximum throughput (as determined by local telephone infrastructure). The proprietary mapping technology and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A one (1) year license includes 24/7/365 uninterrupted CodeRED system access and the following

- CodeRED system set-up and training
- 18,750 system minutes, replenished annually
- Unlimited smtp text, email and social media messaging
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom web page for community enrollment

\$8,085 = Annual Cost

(based on 2010 U.S. Census Population of 14,072)

A further discount may be obtained by committing to an extended contract term.

Alternative Annual Pricing Plans Are Also Available

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

BRIAN CHOYKA REGIONAL SALES MANAGER

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Finding a missing Mahtomedi woman is a great success for CodeRED. We are using the program on a weekly basis now.

Sheriff Bill Hutton

Washington County, MN Sheriffs Office

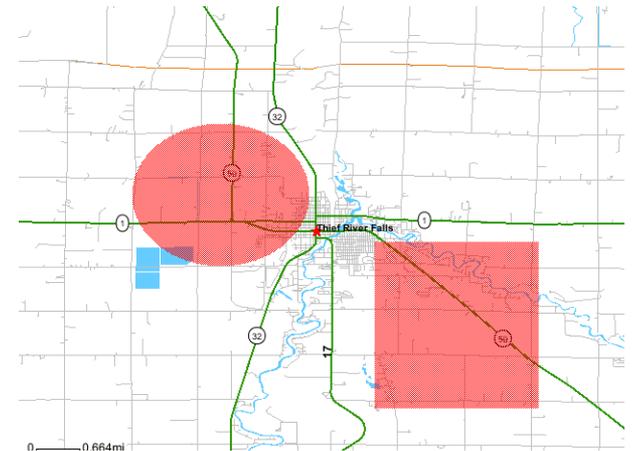


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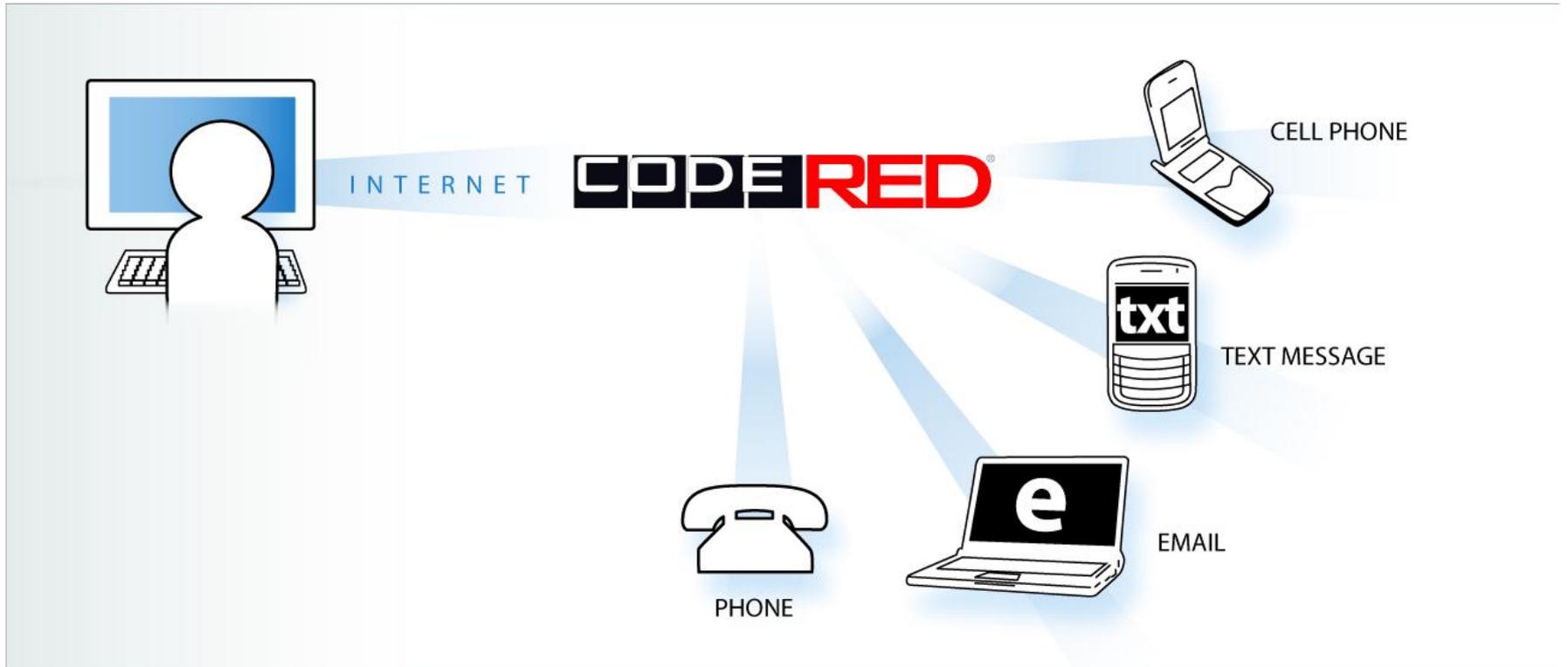
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CodeRED®

- Mass Emergency Notification
 - Used By Thousands Of Communities Nationwide
 - Geographic Based Community Notifications
 - Reliable Voice, Text & Email Alerts
 - High-Speed Staff Notification
 - Rapid, Simple Deployment
 - Immediate Implementation
 - Real-Time Call Statistics



How CodeRED Works



EMERGENCY COMMUNICATIONS NETWORK

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How Clients Use Code**RED**®

- Emergency Management
 - Chemical spills, snow emergencies, gas leaks
- Law enforcement
 - Missing children and at risk adults, wanted criminal alerts, sexual predator notifications
- Public Health
 - Drinking water contamination, flu pandemics



How Clients Use Code**RED**®

- Fire
 - Evacuation notices and routes, gas leaks
- Public Works
 - Planned outages, snow plowings, road closures
- Internal Use
 - First responder notifications, official comment direction, critical incident call out



CODERED
weather | ™
W A R N I N G

Severe weather notifications are received within seconds of a warning being issued by the National Weather Service. Community participation and reaction to this program has been much better than anticipated.

**Police Chief Rob Prescher
Madelia, MN Police Department**

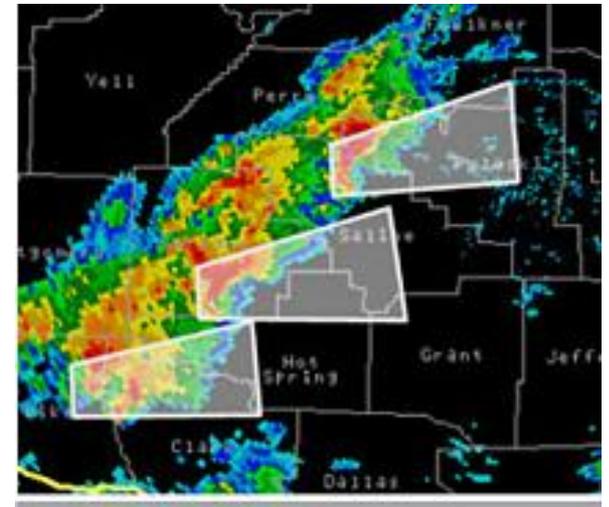


EMERGENCY **COMMUNICATIONS** NETWORK

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Code**RED** Weather Warning™

- Automatically sends telephone messages to citizens in the path of severe weather
- Based on National Weather Service's polygon methodology
 - Severe Thunderstorm Warnings
 - Tornado Warnings
 - Flash Flood Warnings
 - Winter Storm Warnings



Questions?

Contact us at 866-939-0911 for more information.

www.ecnetwork.com



EMERGENCY COMMUNICATIONS NETWORK

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Pennington County Financial System



ANGIE
2/25/13 4:22PM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break 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

Pennington County Financial System



ANGIE
2/25/13 4:22PM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 County Revenue

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
3 DEPT		Board County Commissioners		
8014 HUGOS #7				
63 01-003-000-0000-6330	17.54	FOOD FOR MEETING		TRAVEL & EXPENSE
8014 HUGOS #7	17.54	1 Transactions		
14321 NORTHWEST REGIONAL LIBRARY				
66 01-003-000-0000-6820	25,000.00	1ST QTR 2013 ALLOCATION	1Q13	NORTHWEST REGIONAL LIBRARY
14321 NORTHWEST REGIONAL LIBRARY	25,000.00	1 Transactions		
3 DEPT Total:	25,017.54	Board County Commissioners	2 Vendors	2 Transactions
11 DEPT		District Court		
19326 SATHER LAW LTD				
52 01-011-000-0000-6261	60.00	ATTORNEY FEES	57-F3-06-17	COURT APPOINTED ATTORNEYS
53 01-011-000-0000-6261	114.20	ATTORNEY FEES	57-F3-06-17	COURT APPOINTED ATTORNEYS
54 01-011-000-0000-6261	92.10	ATTORNEY FEES	57-F6-02-181	COURT APPOINTED ATTORNEYS
55 01-011-000-0000-6261	68.95	ATTORNEY FEES	57-FA-09-1186	COURT APPOINTED ATTORNEYS
50 01-011-000-0000-6261	15.00	ATTORNEY FEES	57-PR-11-362	COURT APPOINTED ATTORNEYS
51 01-011-000-0000-6261	106.20	ATTORNEY FEES	57-PR-12-727	COURT APPOINTED ATTORNEYS
19326 SATHER LAW LTD	456.45	6 Transactions		
11 DEPT Total:	456.45	District Court	1 Vendors	6 Transactions
16 DEPT		Law Library		
23303 WEST GROUP PAYMENT CENTER				
61 01-016-000-0000-6242	646.30	JAN. WEST LAW SELECT W-PACK	726551161	SUBSCRIPTIONS - LAW LIBRARY
59 01-016-000-0000-6242	430.44	JANUARY SUBSCRIPTIONS	826637488	SUBSCRIPTIONS - LAW LIBRARY
23303 WEST GROUP PAYMENT CENTER	1,076.74	2 Transactions		
16 DEPT Total:	1,076.74	Law Library	1 Vendors	2 Transactions
41 DEPT		County Auditor		
999999997 FRED PRYOR SEMINARS				
64 01-041-000-0000-6241	179.00	OSHA WORKSHOP BEMIDJI	14311496	DUES - AUDITOR
999999997 FRED PRYOR SEMINARS	179.00	1 Transactions		
23349 WELLS FARGO CREDIT CARD SERVICES				
75 01-041-000-0000-6330	443.40	LODGING-MHCO CONF.-BLOOMINGTON		TRAVEL & EXPENSE

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
23349	WELLS FARGO CREDIT CARD SERVICES		443.40		1 Transactions	
41	DEPT Total:		622.40	County Auditor	2 Vendors	2 Transactions
44	DEPT			County Treasurer		
148	1020 AMERICAN SOLUTIONS FOR BUSINESS 01-044-000-0000-6401		3,216.32	2013 TAX STATEMENTS & ENVELOPE	INV01317326	SUPPLIES - TREASURER
	1020 AMERICAN SOLUTIONS FOR BUSINESS		3,216.32		1 Transactions	
44	DEPT Total:		3,216.32	County Treasurer	1 Vendors	1 Transactions
70	DEPT			Data Processing		
129	13329 MN ENTERPRISE TECHNOLOGY SHARED 01-070-000-0000-6263		114.00	JANUARY SPAM FILTER	100A57501	COMPUTER SERVICES - DP
	13329 MN ENTERPRISE TECHNOLOGY SHARED		114.00		1 Transactions	
70	DEPT Total:		114.00	Data Processing	1 Vendors	1 Transactions
91	DEPT			County Attorney		
65	13244 MN ATTORNEY GENERAL'S OFFICE 01-091-000-0000-6261	P	1,085.71	EXPENSES INCURRED-TROXEL CASE		CONSULTING & LEGAL SERVICES-ATTOR
	13244 MN ATTORNEY GENERAL'S OFFICE		1,085.71		1 Transactions	
58	17002 QUILL CORPORATION 01-091-000-0000-6401		235.11	SAFECO TUB FILE	9449005	SUPPLIES
	17002 QUILL CORPORATION		235.11		1 Transactions	
157	18044 ROGALLA/ALAN G 01-091-000-0000-6262		30.00	REIMB DOC CHIPS CASE EXPERT		OTHER SERVICES
	18044 ROGALLA/ALAN G		30.00		1 Transactions	
62	23303 WEST GROUP PAYMENT CENTER 01-091-000-0000-6240		365.81	JANUARY WEST LAW ACCESS	826559025	SUBSCRIPTIONS
60	01-091-000-0000-6240		174.74	JANUARY SUBSCRIPTIONS	826647475	SUBSCRIPTIONS
	23303 WEST GROUP PAYMENT CENTER		540.55		2 Transactions	

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	<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>
91	DEPT Total:		1,891.37	County Attorney	4 Vendors	5 Transactions
101	DEPT			County Recorder		
	19357 SCHMALZ/KEN					
48	01-101-000-0000-6401		16.75	IMPRESSION SEAL INKER		SUPPLIES - RECORDER
	19357 SCHMALZ/KEN		16.75		1 Transactions	
101	DEPT Total:		16.75	County Recorder	1 Vendors	1 Transactions
111	DEPT			Courthouse		
	5031 ELECTRONICS PLUS					
49	01-111-000-0000-6300		47.78	TEST FIRE ALARM SYSTEM	82399	REPAIRS & MAINTENANCE
	5031 ELECTRONICS PLUS		47.78		1 Transactions	
	5300 EVERGREEN IMPLEMENT COMPANY					
56	01-111-000-0000-6300		2,115.29	TRACTOR REPAIR	9675	REPAIRS & MAINTENANCE
	5300 EVERGREEN IMPLEMENT COMPANY		2,115.29		1 Transactions	
111	DEPT Total:		2,163.07	Courthouse	2 Vendors	2 Transactions
132	DEPT			Motor Vehicle		
	15323 OFFICE DEPOT					
149	01-132-000-0000-6401		30.64	HP78	645061689001	SUPPLIES - MOTOR VEHICLE
	15323 OFFICE DEPOT		30.64		1 Transactions	
132	DEPT Total:		30.64	Motor Vehicle	1 Vendors	1 Transactions
201	DEPT			Sheriff		
	6006 FARMERS UNION OIL					
98	01-201-000-0000-6560		415.09	GAS FOR SQUADS - #6	697178	GAS & DIESEL
99	01-201-000-0000-6560		437.30	GAS FOR SQUADS - TF	697178	GAS & DIESEL
100	01-201-000-0000-6560		107.50	GAS FOR SQUADS - #7	697178	GAS & DIESEL
101	01-201-000-0000-6560		240.21	GAS FOR SQUADS - #3	697178	GAS & DIESEL
102	01-201-000-0000-6560		188.70	GAS FOR SQUADS - #5	697178	GAS & DIESEL
103	01-201-000-0000-6560		382.40	GAS FOR SQUADS - #8	697178	GAS & DIESEL
104	01-201-000-0000-6560		107.00	GAS FOR SQUADS - #1	697178	GAS & DIESEL
105	01-201-000-0000-6560		379.10	GAS FOR SQUADS - #2	697178	GAS & DIESEL
106	01-201-000-0000-6560		258.60	GAS FOR SQUADS - #4	697178	GAS & DIESEL

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107		01-201-000-0000-6560		31.10	GAS FOR SQUADS - EXPEDITION		697178		GAS & DIESEL	
108		01-201-000-0000-6560		172.55-	DISCOUNT FOR JANUARY		697178		GAS & DIESEL	
	6006	FARMERS UNION OIL		2,374.45		11 Transactions				
	15323	OFFICE DEPOT								
91		01-201-000-0000-6401		17.90	2 MICROSOFT MOUSE		643957936001		SUPPLIES	
	15323	OFFICE DEPOT		17.90		1 Transactions				
	16313	PENNINGTON COUNTY AUDITOR								
88		01-201-000-0000-6401		135.00	UPDATED ACCESS FOR CIVIL PAPER		746960		SUPPLIES	
	16313	PENNINGTON COUNTY AUDITOR		135.00		1 Transactions				
	16314	PENNINGTON FAST LUBE								
84		01-201-000-0000-6304		30.00	THAW & START - EXPEDITION		26363		REPAIR & MAINTENANCE - SQUADS	
85		01-201-000-0000-6304		50.00	#1 - REPAIR WIRE TO STARTER		26371		REPAIR & MAINTENANCE - SQUADS	
86		01-201-000-0000-6631		403.47	#3 - INSTALL REMOTE		26447		FURNITURE & EQUIPMENT	
83		01-201-000-0000-6304		37.62	#6 - OIL & FILTER		41071		REPAIR & MAINTENANCE - SQUADS	
	16314	PENNINGTON FAST LUBE		521.09		4 Transactions				
201	DEPT Total:			3,048.44	Sheriff			4 Vendors		17 Transactions
206	DEPT				County Coroner					
	4398	DUBORE FUNERAL HOME								
130		01-206-000-0000-6262		600.00	TRANSPORT A. POWELL AUTOPSY				OTHER SERVICES-CORONER	
	4398	DUBORE FUNERAL HOME		600.00		1 Transactions				
	21338	UND FORENSIC PATHOLOGY								
131		01-206-000-0000-6262		2,000.00	AUTOPSY - S. WIGHTMAN		ME-13-009		OTHER SERVICES-CORONER	
	21338	UND FORENSIC PATHOLOGY		2,000.00		1 Transactions				
206	DEPT Total:			2,600.00	County Coroner			2 Vendors		2 Transactions
219	DEPT				Law Enforcement Center Building					
	5031	ELECTRONICS PLUS								
113		01-219-000-0000-6300		142.28	FIRE ALARM TESTING - LEC		82398		REPAIRS & MAINTENANCE	
	5031	ELECTRONICS PLUS		142.28		1 Transactions				
	16313	PENNINGTON COUNTY AUDITOR								

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87	01-219-000-0000-6300		100.00	DRIVERS FOR NETWORK PRINTER	746619	REPAIRS & MAINTENANCE
16313	PENNINGTON COUNTY AUDITOR		100.00	1 Transactions		
23019	WOODMEN CONSTRUCTION, INC.					
80	01-219-000-0000-6300		90.00	TEST LINE VOLTAGE-GARAGE	12149	REPAIRS & MAINTENANCE
23019	WOODMEN CONSTRUCTION, INC.		90.00	1 Transactions		
219	DEPT Total:		332.28	Law Enforcement Center Building	3 Vendors	3 Transactions
220	DEPT			Law Enforcement - Shared		
7333	GEO-COMM CORPORATION					
96	01-220-000-0000-6207		62.50	RENEW FCC-WNEC755	30196	RADIO
7333	GEO-COMM CORPORATION		62.50	1 Transactions		
8353	HEADWATERS REGIONAL DEVELOPMENT					
94	01-220-000-0000-6207		3,000.00	2013 RADIO BOARD CONTRIBUTION	13-7100-12	RADIO
8353	HEADWATERS REGIONAL DEVELOPMENT		3,000.00	1 Transactions		
15051	OFFICE MAX					
92	01-220-000-0000-6401		329.18	10 CS COPY PAPER	6155775	SUPPLIES
15051	OFFICE MAX		329.18	1 Transactions		
220	DEPT Total:		3,391.68	Law Enforcement - Shared	3 Vendors	3 Transactions
251	DEPT			Jail		
1380	A'VIANDS LLC					
36	01-251-000-0000-6427		3,153.47	JAIL MEALS 1/13-1/19	59316	JAIL MEALS
37	01-251-000-0000-6427		3,115.61	JAIL MEALS 1/20-1/26	59368	JAIL MEALS
38	01-251-000-0000-6427		2,180.03	JAIL MEALS 1/27-1/31	59552	JAIL MEALS
114	01-251-000-0000-6403		775.22	TP.TOWELS,SURGE,NAVISSOUR,BAGS	59800	JANITORIAL SUPPLIES - JAIL
1380	A'VIANDS LLC		9,224.33	4 Transactions		
4004	DYNAMIC IMAGING					
81	01-251-000-0000-6301		47.53	SALES TAX ON 2013 MAINTENANCE	19114-IN	MAINTENANCE AGREEMENT
4004	DYNAMIC IMAGING		47.53	1 Transactions		
5031	ELECTRONICS PLUS					
112	01-251-000-0000-6300		142.28	FIRE ALARM TESTING - ANNEX	82397	REPAIRS & MAINTENANCE

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5031	ELECTRONICS PLUS		142.28		1 Transactions	
7393	GORDY'S PLUMBING					
97	01-251-000-0000-6300		178.63	SNAKE URINAL DRAINS - ANNEX	769	REPAIRS & MAINTENANCE
7393	GORDY'S PLUMBING		178.63		1 Transactions	
13483	MCF - LINO LAKES					
93	01-251-000-0000-6801		1,223.50	STS WAGES - JANUARY	124358	MISCELLANEOUS EXPENSE - JAIL
13483	MCF - LINO LAKES		1,223.50		1 Transactions	
15323	OFFICE DEPOT					
90	01-251-000-0000-6405		47.98	INK CARTRIDGES	643958061001	GENERAL SUPPLIES - JAIL
15323	OFFICE DEPOT		47.98		1 Transactions	
16067	PEMBERTON, SORLIE, RUFER & KERSHNE					
89	01-251-000-0000-6801		900.00	RESEARCH CONTRACT ISSUE-JAILER		MISCELLANEOUS EXPENSE - JAIL
16067	PEMBERTON, SORLIE, RUFER & KERSHNE		900.00		1 Transactions	
16055	PENNINGTON COUNTY SHERIFF					
77	01-251-000-0000-6330		7.15	MEAL FOR K. GOULET TRANSPORT		TRAVEL & EXPENSE
78	01-251-000-0000-6330		6.72	MEAL FOR BEAULIEU TRANSPORT		TRAVEL & EXPENSE
79	01-251-000-0000-6330		13.98	MEAL-BENOIT/MERRIL TRANSPORT		TRAVEL & EXPENSE
76	01-251-000-0000-6405		4.32	FASTNER TO HANG MIRROR		GENERAL SUPPLIES - JAIL
16055	PENNINGTON COUNTY SHERIFF		32.17		4 Transactions	
18127	RELIANCE TELEPHONE SYSTEMS					
82	01-251-000-0000-6631		388.41	1 COLOR CAMERA,REPAIR 6 CAMERA	8087	FURNITURE & EQUIPMENT - JAIL
18127	RELIANCE TELEPHONE SYSTEMS		388.41		1 Transactions	
19375	SANFORD MEDICAL CENTER TRF					
25	01-251-000-0000-6255	P	76.35	DR-12-266	2072963	MEDICAL - LOCAL
26	01-251-000-0000-6255	P	76.35	DR-12-141	2081029	MEDICAL - LOCAL
22	01-251-000-0000-6255	P	211.86	DR-12-351	3017817	MEDICAL - LOCAL
23	01-251-000-0000-6255	P	1,355.89	DR-12-351	3018068	MEDICAL - LOCAL
24	01-251-000-0000-6255		254.24	DR-12-351	3018487	MEDICAL - LOCAL
19375	SANFORD MEDICAL CENTER TRF		1,974.69		5 Transactions	
19377	SANFORD THIEF RIVER FALLS					
32	01-251-000-0000-6255		83.19	DR-12-511	011013	MEDICAL - LOCAL

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			Paid On Bhf #	
34 01-251-000-0000-6255		56.36	DR-12-245 011013	MEDICAL - LOCAL
33 01-251-000-0000-6255		83.19	DR-13-019 011713	MEDICAL - LOCAL
35 01-251-000-0000-6256		58.26	SR-12-509 012813	MEDICAL - REIMBURSED
31 01-251-000-0000-6256	P	181.82	DR-12-156 111312	MEDICAL - REIMBURSED
19377 SANFORD THIEF RIVER FALLS		462.82	5 Transactions	
19259 STEELE/DANTE				
47 01-251-000-0000-6245		15.00	MEAL FOR JAIL ACADEMY	CONTINUING EDUCATION
19259 STEELE/DANTE		15.00	1 Transactions	
20363 TAGGART/LINDA				
43 01-251-000-0000-6245		21.05	MEAL - JAIL TRAINING- CRAGUN	CONTINUING EDUCATION
44 01-251-000-0000-6245		15.00	MEAL - JAIL TRAINING - CRAGUN	CONTINUING EDUCATION
20363 TAGGART/LINDA		36.05	2 Transactions	
23343 WELLS FARGO CREDIT CARD SERVICES				
135 01-251-000-0000-6330		30.00	BERGAN AGENT FEE-GANT TRANS	TRAVEL & EXPENSE
136 01-251-000-0000-6330		200.80	BERGAN-RDK ONE WAY TICKET	TRAVEL & EXPENSE
137 01-251-000-0000-6330		200.80	BERGAN-RDK ONE WAY TICKET	TRAVEL & EXPENSE
138 01-251-000-0000-6330		200.80	BERGAN-GANT ONE WAY TICKET	TRAVEL & EXPENSE
139 01-251-000-0000-6330		13.01	MEAL FOR GANT TRANSPORT	TRAVEL & EXPENSE
140 01-251-000-0000-6330		77.41	RENTAL CAR FOR GANT TRANSPORT	TRAVEL & EXPENSE
141 01-251-000-0000-6330		12.69	MEAL FOR GANT TRANSPORT	TRAVEL & EXPENSE
142 01-251-000-0000-6330		132.09	LODGING FOR GANT TRANSPORT	TRAVEL & EXPENSE
143 01-251-000-0000-6330		13.00	GAS/RENTAL CAR FOR GANT TRANS	TRAVEL & EXPENSE
144 01-251-000-0000-6330		14.00	PARKING FOR GANT TRANSPORT	TRAVEL & EXPENSE
145 01-251-000-0000-6330		5.99	MEAL FOR GANT TRANSPORT	TRAVEL & EXPENSE
23343 WELLS FARGO CREDIT CARD SERVICES		900.59	11 Transactions	
23345 WELLS FARGO CREDIT CARD SERVICES				
124 01-251-000-0000-6245		73.68	GAS FOR JAIL CONFERENCE	CONTINUING EDUCATION
119 01-251-000-0000-6330		43.00	#6 GAS FOR MINKS/HOLMES TRANS	TRAVEL & EXPENSE
120 01-251-000-0000-6330		53.00	#6 GAS FOR MINKS/HOLMES TRANS	TRAVEL & EXPENSE
121 01-251-000-0000-6330		50.42	#6 GAS FOR WATSON TRANSPORT	TRAVEL & EXPENSE
122 01-251-000-0000-6330		62.38	#6 GAS FOR WATSON TRANSPORT	TRAVEL & EXPENSE
23345 WELLS FARGO CREDIT CARD SERVICES		282.48	5 Transactions	
251 DEPT Total:		15,856.46	Jail 15 Vendors	44 Transactions

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252	DEPT			Training		
23343	WELLS FARGO CREDIT CARD SERVICES					
132	01-252-000-0000-6330		43.30	#5-GAS TO JUV CONF-MGS		TRAVEL & EXPENSE
133	01-252-000-0000-6330		243.81	LODGING FOR JUV CONF-MGS		TRAVEL & EXPENSE
134	01-252-000-0000-6330		24.80	#5-GAS TO JUV CONF-MSG		TRAVEL & EXPENSE
23343	WELLS FARGO CREDIT CARD SERVICES		311.91	3 Transactions		
23347	WELLS FARGO CREDIT CARD SERVICES					
115	01-252-000-0000-6330		27.45	#7-GAS FOR B. GARLET TRANSPORT		TRAVEL & EXPENSE
116	01-252-000-0000-6330		35.13	#7-GAS FOR BENOIT TRANSPORT		TRAVEL & EXPENSE
117	01-252-000-0000-6330		40.20	#7-GAS FOR BENOIT TRANSPORT		TRAVEL & EXPENSE
118	01-252-000-0000-6330		35.51	#7-GAS FOR K. GOULET TRANSPORT		TRAVEL & EXPENSE
23347	WELLS FARGO CREDIT CARD SERVICES		138.29	4 Transactions		
252	DEPT Total:		450.20	Training	2 Vendors	7 Transactions
255	DEPT			Sentenced To Serve Program		
6006	FARMERS UNION OIL					
109	01-255-000-0000-6330		1,266.40	BULK GAS FOR SHOP - JANUARY	697207	TRAVEL & EXPENSE
110	01-255-000-0000-6330		37.35-	DISCOUNT FOR JANUARY	697207	TRAVEL & EXPENSE
111	01-255-000-0000-6330		634.14	GAS FOR VANS - JANUARY	796207	TRAVEL & EXPENSE
6006	FARMERS UNION OIL		1,863.19	3 Transactions		
255	DEPT Total:		1,863.19	Sentenced To Serve Program	1 Vendors	3 Transactions
259	DEPT			Canteen Collections		
7031	GARDEN VALLEY TELEPHONE					
95	01-259-000-0000-6631		1,776.26	7 DATA LINES - CAMERA & PHONES	INV-10178	FURNITURE & EQUIPMENT
7031	GARDEN VALLEY TELEPHONE		1,776.26	1 Transactions		
16300	PIZZA CORNER INC					
39	01-259-000-0000-6405		67.50	18 SUPREME PIZZAS	906592	GENERAL SUPPLIES - CANTEEN
16300	PIZZA CORNER INC		67.50	1 Transactions		
20357	TURNKEY CORRECTIONS					
27	01-259-000-0000-6405		882.13	VENDING & CANTEEN 1/16-1/31/13	25820	GENERAL SUPPLIES - CANTEEN
30	01-259-000-0000-6405		650.01	72-\$5 & 25-\$10 PHONE CARDS	25821	GENERAL SUPPLIES - CANTEEN
29	01-259-000-0000-6405		34.27	INDIGENT SUPPLIES 1/1-1/31/13	25822	GENERAL SUPPLIES - CANTEEN

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28	20357	TURNKEY CORRECTIONS		1,596.94	E-MAIL 1/1-1/31/13		25931		GENERAL SUPPLIES - CANTEEN	
						4 Transactions				
	23309	WHOLESALE SUPPLY CO INC								
40		01-259-000-0000-6405		721.01	MARLBORO,PYRAMID,HUSKY,BURRITO		1319283		GENERAL SUPPLIES - CANTEEN	
41		01-259-000-0000-6405		839.71	MARLBORO,PYRAMID,HUSKY,BURRITO		1320384		GENERAL SUPPLIES - CANTEEN	
	23309	WHOLESALE SUPPLY CO INC		1,560.72		2 Transactions				
259	DEPT Total:			5,001.42	Canteen Collections		4 Vendors		8 Transactions	
280	DEPT				Civil Defense					
	14309	MATTSON/WENDY								
125		01-280-000-0000-6330		373.80	LODGING FOR GOV CONF				TRAVEL & EXPENSE	
126		01-280-000-0000-6330		5.33	MEAL FOR GOV CONF				TRAVEL & EXPENSE	
127		01-280-000-0000-6330		23.00	MEAL FOR GOV CONF				TRAVEL & EXPENSE	
128		01-280-000-0000-6330		166.11	MILEAGE TO GOV CONF				TRAVEL & EXPENSE	
	14309	MATTSON/WENDY		568.24		4 Transactions				
	23343	WELLS FARGO CREDIT CARD SERVICES								
146		01-280-000-0000-6330		50.50	#1 - GAS FOR GOV CONF				TRAVEL & EXPENSE	
147		01-280-000-0000-6330		373.80	LODGING FOR GOV CONF - RDK				TRAVEL & EXPENSE	
	23343	WELLS FARGO CREDIT CARD SERVICES		424.30		2 Transactions				
	23345	WELLS FARGO CREDIT CARD SERVICES								
123		01-280-000-0000-6330		135.94	LODGING FOR GOV CONF - RDK				TRAVEL & EXPENSE	
	23345	WELLS FARGO CREDIT CARD SERVICES		135.94		1 Transactions				
280	DEPT Total:			1,128.48	Civil Defense		3 Vendors		7 Transactions	
501	DEPT				Auditorium					
	8385	HEARTLAND PAPER CO								
45		01-501-000-0000-6403		25.40	2 PLY MOP		G258496-1		JANITORIAL SUPPLIES	
	8385	HEARTLAND PAPER CO		25.40		1 Transactions				
501	DEPT Total:			25.40	Auditorium		1 Vendors		1 Transactions	
606	DEPT				Natural Resource Block Grant					
	15310	PENNINGTON COUNTY SOIL & WATER								

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Vendor No.	Vendor Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
46		01-606-000-0000-6801			2,608.00	LEVY FOR LWM PLAN				MISCELLANEOUS EXPENSE-NATURAL RES	
	15310	PENNINGTON COUNTY SOIL & WATER			2,608.00		1 Transactions				
606	DEPT Total:				2,608.00	Natural Resource Block Grant		1 Vendors			1 Transactions
801	DEPT					Unallocated Revenue					
	6305	FLAAGAN/JODI									
74		01-801-000-0000-6853			1,408.00	TZD SAFE ROADS GRANT				TOWARD ZERO DEATH GRANT	
	6305	FLAAGAN/JODI			1,408.00		1 Transactions				
	15323	OFFICE DEPOT									
150		01-801-000-0000-6401			118.94	FOLDERS,PENS,POSTITS		645061689001		SUPPLIES-UNALLOCATED	
	15323	OFFICE DEPOT			118.94		1 Transactions				
	17002	QUILL CORPORATION									
57		01-801-000-0000-6401			53.43	SCOTCH TAPE		9384310		SUPPLIES-UNALLOCATED	
	17002	QUILL CORPORATION			53.43		1 Transactions				
801	DEPT Total:				1,580.37	Unallocated Revenue		3 Vendors			3 Transactions
1	Fund Total:				72,491.20	County Revenue					122 Transactions

Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
320	DEPT			Highway Administration		
	6350 FLAAGAN/MIKE					
12	03-320-000-0000-6330		20.74	MEALS - ST.PAUL - 2/6-2/8/2013		TRAVEL & EXPENSE
13	03-320-000-0000-6330		4.82	MEALS-CTY ENG-1/22-1/25/13		TRAVEL & EXPENSE
	6350 FLAAGAN/MIKE		25.56		2 Transactions	
	14123 NORTHWEST BEVERAGE INC					
9	03-320-000-0000-6401		19.25	WATER		SUPPLIES
	14123 NORTHWEST BEVERAGE INC		19.25		1 Transactions	
	16027 PENNINGTON COUNTY TREASURER					
8	03-320-000-0000-6263		569.75	REIMBURSE INSIGHT BILL		COMPUTER SERVICES
	16027 PENNINGTON COUNTY TREASURER		569.75		1 Transactions	
	19364 SANFORD HEALTH					
4	03-320-000-0000-6801		73.00	RANDOM DRUG & ALCOHOL		MISCELLANEOUS EXPENSE
	19364 SANFORD HEALTH		73.00		1 Transactions	
	20027 THE TIMES					
1	03-320-000-0000-6240		39.00	TIMES/WATCH SUBSCRIPTION		SUBSCRIPTIONS
	20027 THE TIMES		39.00		1 Transactions	
	21330 UNIVERSITY OF MINNESOTA					
42	03-320-000-0000-6245		75.00	BRIDGE SAFETY MF		CONTINUING EDUCATION
	21330 UNIVERSITY OF MINNESOTA		75.00		1 Transactions	
	23303 WEST GROUP PAYMENT CENTER					
2	03-320-000-0000-6240		118.62	MN STATUTES SUBSCRIPTION		SUBSCRIPTIONS
	23303 WEST GROUP PAYMENT CENTER		118.62		1 Transactions	
	23309 WHOLESAL SUPPLY CO INC					
3	03-320-000-0000-6401		130.79	VENDING MACHINE		SUPPLIES
	23309 WHOLESAL SUPPLY CO INC		130.79		1 Transactions	
320	DEPT Total:		1,050.97	Highway Administration	8 Vendors	9 Transactions
330	DEPT			Highway Maintenance		
	3124 CES IMAGING					
20	03-330-000-0000-6554		49.11	PRINTHEAD FOR 850	283023	ENGINEERING & SURVEYING SUPPLIES

Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3124	CES IMAGING		49.11		1 Transactions	
11	9017 INSIGHT TECHNOLOGIES 03-330-000-0000-6631		1,500.53	WORKSTATION - BP		FURNITURE & EQUIPMENT
	9017 INSIGHT TECHNOLOGIES		1,500.53		1 Transactions	
21	13018 MANAGED DESIGN, LLC 03-330-000-0000-6245		615.00	AUTOCAD TRAINING & BOOK	15670	CONTINUING EDUCATION
	13018 MANAGED DESIGN, LLC		615.00		1 Transactions	
330	DEPT Total:		2,164.64	Highway Maintenance	3 Vendors	3 Transactions
350	DEPT			Equipment & Maintenance Shop		
	6349 FASTENAL COMPANY					
19	03-350-000-0000-6564		156.14	BOLTS FOR CUTTING EDGES	MNROS0552946	EQUIPMENT REPAIR PARTS
16	03-350-000-0000-6564		1.73	RETAINER UNIT 292	MNROS52060	EQUIPMENT REPAIR PARTS
15	03-350-000-0000-6564		1.25	PARTS UNIT 292	MNROS52390	EQUIPMENT REPAIR PARTS
17	03-350-000-0000-6564		12.81	BOLTS FOR MAILBOXES	MNROS52708	EQUIPMENT REPAIR PARTS
18	03-350-000-0000-6564		28.74	BOLTS FOR UNIT 310	MNROS52888	EQUIPMENT REPAIR PARTS
	6349 FASTENAL COMPANY		200.67		5 Transactions	
	6011 FED EX					
14	03-350-000-0000-6564		10.87	MAIL PARTS TO TOW MASTER		EQUIPMENT REPAIR PARTS
	6011 FED EX		10.87		1 Transactions	
	5328 JOHN M ELLSWORTH CO INC					
10	03-350-000-0000-6556		142.73	SHOP 500DIESEL FUEL HOSE		SHOP SUPPLIES
	5328 JOHN M ELLSWORTH CO INC		142.73		1 Transactions	
	18106 RED LAKE COUNTY COOP					
7	03-350-000-0000-6418		784.75	PROPANE SHOP 212	27901	PROPANE FOR HEATING SHOPS
6	03-350-000-0000-6418		469.45	PROPANE SHOP 211	27903	PROPANE FOR HEATING SHOPS
5	03-350-000-0000-6418		481.16	PROPANE SHOP 213	28575	PROPANE FOR HEATING SHOPS
	18106 RED LAKE COUNTY COOP		1,735.36		3 Transactions	
350	DEPT Total:		2,089.63	Equipment & Maintenance Shop	4 Vendors	10 Transactions
3	Fund Total:		5,305.24	Road & Bridge		22 Transactions

Pennington County Financial System



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40 Ditch Funds

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
701	DEPT			Judicial Ditch #1		
68	18331 RED LAKE COUNTY AUDITOR					
	40-701-000-0000-6262	P	610.43	2012 SHAREWORK JD#1		OTHER SERVICES - JD #1
	18331 RED LAKE COUNTY AUDITOR		610.43		1 Transactions	
701	DEPT Total:		610.43	Judicial Ditch #1	1 Vendors	1 Transactions
711	DEPT			Judicial Ditch #11		
69	18331 RED LAKE COUNTY AUDITOR					
	40-711-000-0000-6262	P	486.86	2012 SHAREWORK JD#11		OTHER SERVICES - JD #11
	18331 RED LAKE COUNTY AUDITOR		486.86		1 Transactions	
711	DEPT Total:		486.86	Judicial Ditch #11	1 Vendors	1 Transactions
713	DEPT			Judicial Ditch #13		
70	18331 RED LAKE COUNTY AUDITOR					
	40-713-000-0000-6262	P	64.49	2012 SHAREWORK JD#13		OTHER SERVICES - JD #13
	18331 RED LAKE COUNTY AUDITOR		64.49		1 Transactions	
713	DEPT Total:		64.49	Judicial Ditch #13	1 Vendors	1 Transactions
715	DEPT			Judicial Ditch #15		
71	18331 RED LAKE COUNTY AUDITOR					
	40-715-000-0000-6262	P	224.63	2012 SHAREWORK JD#15		OTHER SERVICES - JD #15
	18331 RED LAKE COUNTY AUDITOR		224.63		1 Transactions	
715	DEPT Total:		224.63	Judicial Ditch #15	1 Vendors	1 Transactions
731	DEPT			Judicial Ditch #31		
72	18331 RED LAKE COUNTY AUDITOR					
	40-731-000-0000-6262	P	255.38	2012 SHAREWORK JD#31		OTHER SERVICES
	18331 RED LAKE COUNTY AUDITOR		255.38		1 Transactions	
731	DEPT Total:		255.38	Judicial Ditch #31	1 Vendors	1 Transactions
760	DEPT			Judicial Ditch #60		
	16310 POLK COUNTY AUDITOR					

Pennington County Financial System



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40 Ditch Funds

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor Name	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>On Behalf of Name</u>
			<u>Paid On Bhf #</u>	
67 40-760-000-0000-6262	P	75.84		OTHER SERVICES - JD #60
16310 POLK COUNTY AUDITOR		75.84	1 Transactions	
18331 RED LAKE COUNTY AUDITOR				
73 40-760-000-0000-6262	P	14.37		OTHER SERVICES - JD #60
18331 RED LAKE COUNTY AUDITOR		14.37	1 Transactions	
760 DEPT Total:		90.21	Judicial Ditch #60	2 Vendors 2 Transactions
784 DEPT			RLWD Ditch #14	
999999997 NORTHLAND SECURITIES				
155 40-784-000-0000-6801		405.80	FEES & EXPENSES	MISCELLANEOUS EXPENSE
999999997 NORTHLAND SECURITIES		405.80	1 Transactions	
18305 RED LAKE WATERSHED				
152 40-784-000-0000-6801		774,717.18	BOND SALE & COLLECTIONS	MISCELLANEOUS EXPENSE
18305 RED LAKE WATERSHED		774,717.18	1 Transactions	
999999997 STANDARD AND POOR'S				
153 40-784-000-0000-6801		4,436.72	ANALYTICAL SERVICES - 114-0	MISCELLANEOUS EXPENSE
999999997 STANDARD AND POOR'S		4,436.72	1 Transactions	
784 DEPT Total:		779,559.70	RLWD Ditch #14	3 Vendors 3 Transactions
785 DEPT			RLWD - Water Management District 1	
999999997 NORTHLAND SECURITIES				
156 40-785-000-0000-6801		344.20	FEES & EXPENSES	MISCELLANEOUS EXPENSE
999999997 NORTHLAND SECURITIES		344.20	1 Transactions	
18305 RED LAKE WATERSHED				
151 40-785-000-0000-6801		686,513.43	BOND SALE & COLLECTIONS	MISCELLANEOUS EXPENSE
18305 RED LAKE WATERSHED		686,513.43	1 Transactions	
999999997 STANDARD AND POOR'S				
154 40-785-000-0000-6801		3,763.28	ANALYTICAL SERVICES - 115-0	MISCELLANEOUS EXPENSE
999999997 STANDARD AND POOR'S		3,763.28	1 Transactions	

Pennington County Financial System



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40 Ditch Funds

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</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>
785 DEPT Total:		690,620.91	RLWD - Water Management District 1	3 Vendors 3 Transactions
40 Fund Total:		1,471,912.61	Ditch Funds	13 Transactions
Final Total:		1,549,709.05	86 Vendors	157 Transactions

Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	72,491.20	County Revenue
	3	5,305.24	Road & Bridge
	40	1,471,912.61	Ditch Funds
	All Funds	1,549,709.05	Total

Approved by,

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Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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

Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

1 County Revenue

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
1	2341 BERG/KEVIN 01-251-000-0000-6330		6.72	MEAL MINKS/HOLMES TRANSPORT	013113 TRAVEL & EXPENSE
	2341 BERG/KEVIN		6.72	1 Transactions	
3	6347 FULTON/JIM 01-251-000-0000-6330		7.15	MEAL FOR BENOIT TRANSPORT	020713 TRAVEL & EXPENSE
4	01-251-000-0000-6330		25.01	MEAL FOR BENOIT TRANSPORT	020713 TRAVEL & EXPENSE
5	01-251-000-0000-6330		6.94	MEAL FOR BEAULIEU TRANSPORT	021213 TRAVEL & EXPENSE
	6347 FULTON/JIM		39.10	3 Transactions	
2	15303 OLSON/DAVID 01-251-000-0000-6330		7.43	MEAL FOR TRANSPORT	020513 TRAVEL & EXPENSE
	15303 OLSON/DAVID		7.43	1 Transactions	
1 Fund Total:			53.25	County Revenue	3 Vendors 5 Transactions
Final Total:			53.25	3 Vendors	5 Transactions

Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	53.25	County Revenue
All Funds		53.25	Total

Approved by,

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**OFFICIAL PROCEEDINGS
PENNINGTON COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 12TH, 2013, 10:00 A.M.**

Pursuant to adjournment, the Pennington County Board of Commissioners met in the Pennington County Board Room in Thief River Falls, MN, on Tuesday, February 12th, 2013 at 10:00 a.m. Members present: Cody Hempel, Donald Jensen, Neil Peterson, Oliver "Skip" Swanson, and Darryl Tveitbakk. Members absent: none.

The Chairman called the meeting to order and the first item of business was the Pledge of Allegiance to the Flag.

County Engineer Mike Flaagan informed the County Board that Maintenance Foreman Godfred Svir had submitted his written notice that he would be retiring on April 26th, 2013.

Commissioner Jensen moved, seconded by Commissioner Peterson to accept the letter of retirement from Godfred Svir and to thank him for his many years of service in the Pennington County Highway Department. Motion unanimously carried.

Commissioner Jensen moved, seconded by Commissioner Peterson to authorize the County to advertise for applicants to fill the full-time position of Maintenance Foreman in the County Highway Department with the position to be filled in early April. Motion unanimously carried.

The County Engineer also reported on lobbying efforts of the Transportation Alliance and the meeting with ProWest regarding progress on the GIS mapping project.

Bryan Malone, Administrator of the Pennington County S.W.C.D., presented the application form for wetland Projects from the City of Thief River Falls to construct the Greenwood Trail. Moved by Commissioner Tveitbakk, seconded by Commissioner Jensen to approve the Wetland Exemption for the Greenwood Trail Project which impacts 1320 square feet of wetland and that falls under the De minimus Exemption amounts. Motion unanimously carried.

Bryan Malone reported that two more steps are needed to establish the wetland Bank site in Section 34 Township 153 North Range 40 West. We need to have a wetland delineation done on the site and a Boundary Survey. Bryan had obtained one proposal for each project. The County Board discussed the need for additional quotes.

Bryan Malone then presented the Board of Water & Soil Resources Natural Resources Block Grant Final Program Allocation and Contribution Report. Commissioner Jensen moved, seconded by Commissioner Peterson to approve the 2012 Natural Resources Block Grant Final Program Allocation and Contribution Report and authorize the chairman to sign the same. Motion unanimously carried.

The County Board then returned to the quote received from Widseth Smith Notting & Associates, Inc. of \$2600 to do the Wetland Bank Boundary Survey. Moved by Commissioner Tveitbakk, seconded by Commissioner Peterson to approve Widseth Smith Notting & Associates, Inc. doing the Boundary Survey of the County Wetland Bank site in Section 24 township 153 North Range 40 West. Motion unanimously carried.

The following resolution was introduced by Commissioner Jensen, seconded by Commissioner Peterson and upon vote was unanimously carried.

BE IT RESOLVED that Pennington County elects to use the classification and reclassification procedures as outlined in Minnesota Statutes 282.01 Subd 1 paragraphs g, h and i as allowed for classifying Tax Forfeited Lands.

The following resolution was introduced by Commissioner Tveitbakk, seconded by Commissioner Swanson and upon vote was unanimously carried.

RESOLUTION

WHEREAS, The County Board of Commissioners of the County of Pennington, State of Minnesota, desires to offer for sale certain parcels of land that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, Said parcels of land have been viewed by the County Board of Commissioners and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01.

THEREFORE, Be it resolved that the Pennington County Board of Commissioners hereby certifies that all parcels of land have been viewed and comply with the provisions of Minnesota Statutes 85.012, 92.461, 282.01, Subd. 8, and 282.018, and the 1991 Laws of Minnesota Ch. 354, Art. 10, Sec. 9, amending M.S. Sec. 282.018, subd. 2 (1990). The County Board of Commissioners hereby certifies that either the County Land Commissioner or the Soil and Water Conservation Board of the district in where the land is located has reviewed the attached land sale list and identified any and all nonforested marginal land and wetland.

BE IT FURTHER RESOLVED That the Pennington County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the sale of said lands.

The following resolution was introduced by Commissioner Tveitbakk, seconded by Commissioner Peterson and upon vote was unanimously carried.

DRAFT RESOLUTION

WHEREAS, Minnesota Statutes 244.19 subdivision 6 outlines a process for state reimbursement to participating counties of 50% of the previous year's expenditure for their probation officer salaries, and

WHEREAS, 27 County Probation Officer counties and 28 Department of Corrections Contract counties participate in this process, and

WHEREAS, appropriations from the state have steadily decreased from 50% in 1996 to an all-time low of 31% in FY 2012, and

WHEREAS, the 55 counties participating in this process have been forced to absorb the \$2,963,000 deficit in the FY 2012 reimbursement funding for their probation officers, and

WHEREAS, the 2013 legislative session will be establishing the FY 14 and FY15 appropriation for probation officer salary reimbursement for these 55 counties, and

WHEREAS, the Minnesota Association of County Probation Officers has been working with the Department of Corrections and legislative staff to ensure that an accurate FY 14 and FY 15 appropriation amount is determined, and

NOW, THEREFORE, BE IT RESOLVED, that the Pennington County Board of Commissioners strongly requests the 2013 Minnesota Legislature to appropriate sufficient funds to reimburse the 55 participating counties for the full 50% of the cost of their probation officer salaries.

The following resolution was introduced by Commissioner Swanson, seconded by Commissioner Tveitbakk and upon vote was unanimously carried.

**RESOLUTION APPROVING POST-ISSUANCE COMPLIANCE
PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS**

BE IT RESOLVED By the Board of Commissioners (the “Board”) of Pennington County, Minnesota (the “County”) as follows:

Section 1. Recitals.

1.01. The County from time to time issues tax-exempt governmental bonds to finance various public capital improvements.

1.02. Under Sections 103 and 140 to 150 of the Internal Revenue Code of 1986, as amended (the “Code”) and related regulations, the County is required to take certain actions after the issuance of such bonds to ensure that interest on those bonds remains tax-exempt.

1.03. The County has determined to adopt written procedures regarding how the County will carry out its bond compliance responsibilities, and to that end has caused to be prepared a document titled Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”).

1.04. The Board has reviewed the Policy has determined that it is in the best interest of the County to adopt the Policy.

Section 2. Policy Approved.

2.01. The Board approves the Policy in substantially the form on file in the County Courthouse.

2.02. County staff are authorized to take all actions necessary to carry out the Policy.

The County Board then reviewed the Coast2Coast Rx Discount Card Program endorsed by the Association of Minnesota Counties. Moved by Commissioner Jensen, seconded by Commissioner Tveitbakk to approve the Coast2Coast Rx Card County Marketing Agreement as presented. Motion unanimously carried.

The County Board then reviewed the letter from County Coroner Richard Heinrichs announcing his resignation as County Coroner effective March 31, 2013.

Commissioner Swanson moved, seconded by Commissioner Peterson that the County Board appoint Dr. Sanjay Patel as County Coroner effective April 1st, 2013 for the remainder of the term ending January 5th, 2015. Motion unanimously carried.

Commissioner Tveitbakk moved, seconded by Commissioner Swanson to appoint Dr. Ashok Patel as Deputy Coroner effective April 1st, 2013. Motion unanimously carried.

Moved by Commissioner Tveitbakk, seconded by Commissioner Peterson to approve the minutes of January 15th, 2013 as written. Motion carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Jensen, to approve payment of the Human Services warrants totaling \$183,775.52 and also the following Commissioner warrants. Motion unanimously carried.

WARRANTS

County Revenue	\$153,662.12
Road & Bridge	\$ 43,351.29
Solid Waste Facility	\$ 776.50
Ditch Funds	\$ 3,300.00
Capital Improvement Sp. Reserve	\$ 2,095.42

Per diems and meal reimbursements in the amount of \$1,883.43 were also approved.

The County Board then discussed the Emergency Manager Position and evaluation and performance reviews. The personnel committee will be working on both issues.

County Attorney Allan Rogalla made a request to have the vacated office space on the northeast end of the first floor for use by the Attorney General assigned to the upcoming murder trial. Commissioner Swanson moved, seconded by Commissioner Tveitbakk to give the County Attorney's Office the vacated space located in the northeast end of the first floor of the courthouse. Motion unanimously carried.

Moved by Commissioner Jensen, seconded by Commissioner Tveitbakk to adjourn to 5:00 p.m. February 26th, 2013. Motion carried.

ATTEST:

Kenneth Olson, Auditor
Pennington County

Cody Hempel, Chairman
Board of Commissioners