



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Suite 160A
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

REGULAR MEETING – Wednesday, April 7, 2020
County Board Room, Suite 160A

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

COVID-19 Update – Chisago County Public Health

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Director's Report TAB 1

Items for Committee Review/Recommendation: (discussed in detail as requested)

2.) Payment of County's Warrants for HHS TAB 2

3.) SHIP Grant Agreements – Wyoming Elementary TAB 3

4.) SHIP Grant Agreement – Forest Lake Area Schools TAB 4

5.) SHIP Grant Agreements – Rush City High School and Rush City Community Gardens TAB 5

6.) Contract between Kantner Consulting L.L.C. and Chisago County 2021-2022 TAB 6

7:00 p.m. Citizen's Forum

The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

1.) HHS Committee Recommendation – Director's Report TAB 1

2.) HHS Committee Recommendation – Payment of County's Warrants for HHS TAB 2

3.) HHS Committee Recommendation – SHIP Grant Agmts – Wyoming Elementary TAB 3

4.) HHS Committee Recommendation – SHIP Grant Agmt. – Forest Lake Area Schools TAB 4

5.) HHS Committee Recommendation – SHIP Grant Agmts – RC High and RC Gardens TAB 5

6.) HHS Committee Recommendation – Kanter Consulting LLC TAB 6

7.) Payment of County's Warrants and Miscellaneous Bills TAB 7

8.) Minutes from the March 17, 2021 Regular Meeting TAB 8

9.) Applications for Abatements (reduction) of Property Taxes TAB 9

10.) Temporary Liquor License Request – St. Croix River Association TAB 10

Public Hearing – HRA-EDA

11.) Housing Trust Fund TAB 11

Probation – Amy Chavez, Director

12.) Annual Report TAB 12

13.) Bi-annual Grant Agmts for Continuation of State Funding – REAM and Caseload Reduct. TAB 13

14.) Truancy Supervision Grant	TAB 14
15.) Probation Week – July 18 th – July 24 th	TAB 15

Other County Business:

16.) Master Joint Powers Agreement (JPA) and Court Amendment – Public Safety	TAB 16
17.) Prof. Services Contract with American Engineering Testing, Inc. for Engineering Services	TAB 17
18.) Right-of-Way Plat for CSAH 26 Resolution	TAB 18
19.) Reimbursement Agreement for County Road 68 Improvements	TAB 19
20.) Convening Chisago County Ditch Authority for April 21 st , 2021	TAB 20
21.) Installing HVAC reheats at the Center City PW Building	TAB 21
22.) Sound Deadening Materials to the Probation Interview Rooms	TAB 22
23.) 2021 Emergency Management Performance Grant	TAB 23
24.) Sub-Grant Agreement with the Metropolitan Emergency Services Board	TAB 24

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Citizen's Forum:

The Citizen's Forum is provided so individuals may make a comment, statement, question or proposal to the Chisago County Board of Commissioners. Comments, statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. Individuals are asked to conduct themselves in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak.

Due to the COVID-19 Pandemic and Governor Walz Executive Orders, the Chisago County Board of Commissioners have changed the way Citizen's Forum takes place at the Chisago County Board of Commissioner's meetings. Citizens may participate in the Board meetings in one of two ways;

1. Letters may be submitted to individual Commissioners or the County Administrator directly or through the 'Form Center' on the County Website. Letters will be accepted up until 2 hours before the Board meeting time. Commissioners may choose to read the letter before the Board and the public for up to 3 minutes. The letters will not become a part of the formal record, as is consistent with County precedent.
2. Due to the Board's desire to follow the CDC and MDH guidelines, strict social distancing is maintained in the Boardroom and County Government Center at all times. Due to social distancing requirements, the Board will limit the number of individuals in the County Boardroom to no more than 10. However, individuals wishing to participate in Citizen's Forum in-person may sign up via a sign-up sheet, and they will be asked to speak at the microphone for up to 3 minutes during the Citizen's Forum portion of the meeting. The microphone is positioned in the doorway of the County Boardroom so the Board may see and hear the presenter while maintaining social distancing.





CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St Room 230
Center City, MN 55012

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

Memo to: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: March 31, 2021

I. Department Updates/Highlights:

The legislature is currently on their spring break, but has had a very busy few weeks prior. There are a number issues being debated between the legislature and the Governor's budget proposal that may significantly impact Health and Human Services. In the latest revision of the Governor's budget he does allocate the money necessary to cover the county and tribal portions of the IMD/SUD DHS billing errors. (Chisago County \$66,982) This issue is supported in both the house and the senate, though with differences in where the funding will come from. The Governor's budget proposal also restores the funding for the mental health grants that were cut in his first budget proposal. MACSSA, MICA and AMC are all advocating for an additional increase in that funding as well. If these pass, both would be good news for Chisago County.

There also appears to be support from both the Governor and the legislature to extend certain policies implemented during the COVID peacetime emergency, and make them permanent. These would authorize certain long-term care assessments to continue to be conducted remotely. They would also allow applications for many of our programs (MFIP, DWP) to continue to be submitted online or via telephone. And would permit housing support temporary absence payments up to 150 days per year for qualifying absences.

There are some other bills and issues working their way through the legislature that it is not yet clear what the impact on counties will be. Some of those issues are: substance use disorder reform, adult services waivers and MnCHOICES assessments, and work around the Family First Prevention Services Act and the treatment of voluntary placements. We will continue to work with MACSSA, MICA, AMC and others to stay informed on these issues and raise any county concerns to our legislators.

HHS continues to expand the number of staff that are able to work remotely. We expect that by the end of next quarter most staff will have the capability to work remotely at least some of the time, if their job duties allow for it.

During this first quarter, HHS has been recognized for some of the work we do:

Our Fiscal Services Division received commendations from Minnesota DHS for their outstanding reporting throughout calendar year 2020. (See attached)

Additionally, our Behavioral Health unit has been audited by Optum, receiving 100% in both our Site Audit Review as well as our Record Review. (See attached) A successful Optum audit allows us to continue to bill certain insurance providers for the services we provide.

Our Income Maintenance unit also underwent an MA audit. 15 cases were reviewed with 100% accuracy, zero deficiencies noted.

II. Financial Notes:

It's early in the year, and difficult to identify if there are any trends or concerns yet this year. It does appear that we are on track with our budget, and we will continue to monitor it as we move through the year. As noted, there is a lot going on at the state legislative level, some of which could have an impact on our budget.

III. Staffing Updates:

Currently HHS only has one open position. That is for a Behavioral Health Case Manager. The position was vacated by an employee who applied to fill an opening in our Children's Services, Child Protection unit.

We do have a few staff that have announced upcoming retirements over the next few months, so we will be planning accordingly as we move forward.

IV. Review of Requests for Board Action

**m1 DEPARTMENT OF
HUMAN SERVICES**

Minnesota Department of Human Services
Elmer L. Andersen Building
Commissioner Jodi Harpstead
Post Office Box 64998
St. Paul, Minnesota 55164-0998

March 1, 2021

Mr. Chris DuBose
Chair, Chisago County Board of Commissioners
313 N. Main St.
Center City, MN 55012

Re: Calendar year 2020 financial reporting

Dear Commissioner DuBose:



It is my pleasure to commend you and your staff for perfect performance in meeting the Department of Human Services (DHS) financial reporting requirements for calendar year 2020. All key quarterly fiscal reports for programs your county participates in were submitted to our Financial Operations Division on or before the report deadlines and in perfect order. This effort required submission of 32 major reports covering the four calendar quarters of 2020. These reports are:

Local Collaborative Time Study (LCTS)*	Income Maintenance Expense
MFIP Consolidated Fund	Social Service Fund
Client Statistics	Title IV-E
SEAGR	BRASS-Based Grant Fiscal Report

*If your county participates in a "local collaborative," submission of this report may require the collection of multiple local partner reports for consolidated submission to DHS.

I know this accomplishment requires planning, an efficient operation, and teamwork within your county Human Services Department. The result is timely revenue for your county and compliance with federal reporting for us at the State. Please congratulate your management and staff on this superb effort.

Sincerely,

/s/

Jodi Harpstead
Commissioner



Cc: Robert Benson, Chisago County Director



March 5, 2021

Chisago County
Robert Benson
313 N Main St
Center City, MN 55012

Re: Recredentialing Results

Dear Mr. Benson,

On behalf of Optum, I thank you for the opportunity to review your agency on 3/5/2021. We appreciate the commitment of time and effort this process has required. The purpose of this letter is to inform you of the review results.

The scores are obtained from the audit tools, the Site Audit Tool and the Treatment Record Review Form, used during the review. The overall Record Review score is obtained by averaging the scores on this form for each of the treatment records reviewed. Scores of 85% or higher on both audit tools are considered passing.

You received a Site Audit Review score of 100% and a Record Review score of 100%.

Congratulations and thank you for your continued efforts to provide quality care and assure a safe environment for Optum members and their families. If you have any questions or need additional information, please feel free to contact me at (952) 703-7125 or Myles.dejager@optum.com.

Sincerely,

Myles DeJager, MS, LMHC
Clinical Quality Analyst, Sr.

CHISAGO COUNTY
BOARD OF COMMISSIONERS

April 7, 2021

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
3/19/2021	\$166,772.38		County's Warrants
3/19/2021	\$59,485.67	4/7/2021	Auditor's Warrants
4/2/2021	\$37,092.55		County's Warrants
4/2/2021	\$106,415.80	4/7/2021	Auditor's Warrants

*****All Warrants Available with the Clerk of the Board*****



Chisago County Request for Board Action

Meeting Date: April 7, 2021

Item Number:

3

Title of Item for Consideration: SHIP Grant Agreements – Wyoming Elementary

Action Requested by: Robert Benson, Health & Human Services Director

Department: Health & Human Services

Previous Action on this Matter: None.

Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

Wyoming Elementary has applied for 4 SHIP Grants. They have applied to use the funds for a Social Emotional Learning Curriculum, an outdoor chalk board, wobble seats, standing desks to promote active living for students, a Hydration Station in order to increase water intake in a sanitary manner in order to decrease the spread of germs, and items for the Staff Lounge that will promote healthy eating. Staff Physical and emotional well-being.

Attachment(s):

- SHIP Grant Agreements and Applications – Wyoming Elementary (*available with Clerk of the Board*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP Grant Agreements – Wyoming Elementary. The suggested motion is as follows:

“Move to approve the SHIP Grant Agreements – Wyoming Elementary.”

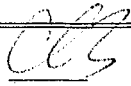
Implications of Action: Approval of this SHIP grant agreement will allow the Wyoming Elementary to purchase and implement the Social Emotional Learning Curriculum, an outdoor chalk board, wobble seats, standing desks to promote active living for students, a Hydration Station in order to increase water intake in a sanitary manner in order to decrease the spread of germs, and items for the Staff Lounge that will promote healthy eating, Staff Physical and emotional well-being.

Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP)

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

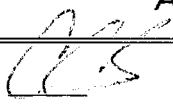
Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request For Board Action

Meeting Date: April 7, 2021		Item Number: 4	
Title of Item for Consideration: SHIP Grant Agreement – Forest Lake Area Schools			
Action Requested by: Robert Benson, Health & Human Services Director		Department: Health & Human Services	
Previous Action on this Matter: None.			
Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement and Application – Forest Lake Area Schools			
Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreement – Forest Lake Area Schools. The suggested motion is as follows: “Move to approve the Ship Grant Agreement – Forest Lake Area Schools.”			
Implications of Action: Approval of this SHIP grant agreement will allow Forest Lake Area Schools to Coordinate and sustain the District Wellness Committee. Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP) Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.			
Administrator's Recommendation			
Approve 		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____



Chisago County Request for Board Action

Meeting Date: April 7, 2021

Item Number:

5

Title of Item for Consideration: SHIP Grant Agreements – Rush City High School and Rush City Community Gardens

Action Requested by: Robert Benson, Health & Human Services Director

Department: Health & Human Services

Previous Action on this Matter: None.

Background: : Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.

Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.

Attachment(s):

- SHIP Grant Agreements and Applications – Rush City High School and Rush City Community Gardens (*available with Clerk of the Board*)

Action Requested/Recommended: It is respectfully requested to approve the SHIP Grant Agreements – Rush City High School and Rush City Community Gardens. The suggested motion is as follows:

“Move to approve the SHIP Grant Agreements – Rush City High School and Rush City Community Gardens.”

Implications of Action: Approval of these SHIP grant agreements will allow Rush City High School to identify Healthy School Planning actions, Convene Wellness Committee's, and Review, update and discuss the School Health Index at the beginning of each year; it will also allow Rush City Community Gardens to improve their infrastructure to produce food that is intended for the community food shelf.

Budget/Financial Implications: State grant funding, Statewide Health Improvement Funds (SHIP)

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 6
Title of Item for Consideration: Contract between Kantner Consulting L.L.C. and Chisago County 2021-2022	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a contract with Kantner Consulting Dated April 1, 2020 – March 31, 2021	
Background: Reflective Practice Supervision uses peers and experienced colleagues to help review nursing practices by reflecting on an individual staff actual experience in home visiting and the supervision of home visiting. The home visiting methodology is primary to the delivery of an accredited Maternal Child Health program, which is true of the Chisago County HHS Maternal Child Health program. Reflective Practice is a required component for entities holding a Healthy Families of America accreditation. Engaging in Reflective Practice is associated with improved quality of care, stimulating personal and professional growth and closing the gap between theory and practice. Chisago County Public Health Division, Maternal Child Health program, has been accredited since July 2015. Chisago county Health and Human Services does not currently have in its staffing contingent personnel credentialed to carry out Reflective Practice supervision.	
Attachment(s): • Contract between Kantner Consulting L.L.C. and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Contract between Kantner Consulting L.L.C. and Chisago County. The suggested motion is as follows:	
<i>“Move to approve the Contract between Kantner Consulting L.L.C. and Chisago County.”</i>	
Implications of Action: Utilizing Reflective Practice with our Public Health Maternal Child Health professionals, supervisors and clients will increase the effectiveness of the services provided to Chisago County residents.	
Budget/Financial Implications: Grant dollars	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
Action on Motion:	Aye _____
Nay _____	Abstain _____

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
KANTNER CONSULTING L.L.C. and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Kantner Consulting L.L.C., 294 Dayton Avenue, Apt. 2E, St. Paul, MN 55102, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Reflective Practice Consultation to Public Health staff and,

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on April 1, 2021 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until March 31, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTORS DUTIES.**

- A. Facilitate monthly Reflective Practice group for Chisago County Maternal Child Health (MCH) Team. Group sessions will last approximately one and a half (1½) hours each month.
- B. Provide individual Reflective Supervision monthly to Public Health Supervisor and MCH Team Lead working with the Chisago County MCH Team. Each meeting will last forty-five (45) minutes.
- C. Consultation for the above will occur at the Chisago County Health and Human Services office at 6133 402nd St., North Branch, MN 55056.
- D. Provide individual consultation to staff and/or families via phone or in person with Public Health Supervisor approval prior to consultation.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:
 - 1. Compensation of:
 - A. One hundred and Forty dollars [\$140.00] per hour for preparation, meeting follow-up, individual and group consultation and training.
 - B. Forty dollars [\$40.00] per hour for travel time. Travel is calculated from Contractor's home or office location (whichever is shorter) to the work site and return.

- C. No mileage payment is included in this contract.
- D. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed SIX THOUSAND, FIVE HUNDRED DOLLARS [\$6,500.00] for the term of this contract.
- E. No shows and cancellations with less than 48 hours notice will be reimbursed by the County for the scheduled amount of time up to a maximum of two (2) hours. Cancellations due to severe weather and cancellations made with at least 48 hours notice will not be charged.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. The total obligation under the contract will be based on dates of payment, not dates of service. Because Chisago County uses cash basis accounting, all payments must be made during the contract period. Final invoices should be sent by the 10th day of the last month of the contract/calendar year.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name:	Robert Benson, Director
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5217
E-Mail:	Robert.Benson@chisagocounty.us
Fax:	(651)213-5685

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:	Linda Kantner, Kantner Consulting L.L.C.
Address:	294 Dayton Avenue, Apt. 2E, St. Paul, MN 55102
Telephone:	651-485-4071
E-Mail:	kand@comcast.net

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- C. Termination for Insufficient Funding. County may immediately terminate this 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 CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.
- VII. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- IX. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.
- X. **INSURANCE.**
 - A. *Workers' Compensation.* The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The

CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

- B. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- C. The County shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- D. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this

contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT**: CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

XVIII. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

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

APPROVED:

1. **CONTRACTOR: Kantner Consulting L.L.C.**

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

Signed:
Title:
Date:

2. **COUNTY OF CHISAGO:**
APPROVED

Signed:
Title: Chris DuBose, Chair, County Board
Date:

Certified:

Signed:
Title: Christina Vollrath, Clerk to the Board
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed:
Title: Janet Reiter, Chisago County Attorney
Date:

CHISAGO COUNTY
BOARD OF COMMISSIONERS
April 7, 2021

TAB#7

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 3/24/2021 \$395,834.88

*****All Warrants/Bills Available with the Clerk of the Board*****



CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, March 17, 2021

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 17, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham and Clerk of the Board Christina Vollrath. County Attorney Janet Reiter participated remotely.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner Greene offered a motion to approve the amended agenda. Motion seconded by Dunne, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Covid-19 Update by Public Health – Courtney Wehrenberg 6:31 p.m. to 6:41 p.m.

On motion by Greene, seconded by Montzka, the Board opened the Road and Bridge Committee of the Whole at 6:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board moved items 1-9 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to close the Road and Bridge Committee of the Whole at 7:09 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Dunne, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer's Report
- 2.) R&B Committee Recommendation – Award and Approval for CP 13-04-21
- 3.) R&B Committee Recommendation – Award and Approval CP 13-64-21 & CP 13-65-21
- 4.) R&B Committee Recommendation – Prof. Contract with Braun FWD Testing

- 5.) R&B Committee Recommendation – Right-of-Way Services for WSB for CSAH 26
- 6.) R&B Committee Recommendation – Right-of-Way Services for Braun for CSAH 30
- 7.) R&B Committee Recommendation – Right-of-Way Plat for CSAH 26
- 8.) R&B Committee Recommendation – Maps of 2021 Pavement Maint. And Seal Coatings
- 9.) R&B Committee Recommendation – 2022-2026 Transportation Improvement Plan
- 10.) Minutes from the March 3, 2021 Regular Meeting
- 11.) Payment of County's Warrants and Miscellaneous Bills

CITIZENS FORUM

TIME – 7:10 p.m.

END TIME – 7:10 p.m.

0 letters, 0 emails, # of **SPEAKERS** - 0

Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. *No action was taken.*

On motion by Robinson, seconded by Greene, the Board moved to accept the Environmental Services/Zoning Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the 2021 CLLID/Lake Association/DNR aquatic invasive weed control partnership program for \$27,000, along with up to \$3,000 from reserve funds for a total program budget of \$30,000. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve \$7,325 toward 2021 Chisago Lakes Lake Improvement District water quality monitoring, laboratory analysis and supplies. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the .6 FTE Parks Maintenance Technician Position into the annual seasonal staffing plan of the Parks and Trails Division of Environmental Services Department. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to accept the March 9th Budget and Finance Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve the Purchase of Service Agreement between Resource and Training Solutions and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to accept the Annual Medical Examiner Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the Resolution Authorizing the Chisago Lakes Joint Sewage Treatment Commission To Issue, Sell And Deliver A Not To Exceed \$850,000 General Obligation Revenue Note, Series 2021A. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to approve the Mutual Aid Agreement with the City of St. Paul. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the Chisago County Affordable Housing Trust Fund Ordinance Public Hearing on April 7, 2021, at 7:00 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

Discussion of the Boardroom restrictions/capacity limitation requirements as the COVID-19 Pandemic continues.

On motion by Montzka, seconded by Dunne, the Board moved to approve the boardroom's maximum capacity at 18. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve and authorize the Enterprise Services Director to sign any required implementation and membership documents with MnCCC and UKG to implement the UKG HR and Payroll hosted application. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

County Administrator Burnham provided administrative updates. *No action was taken.*

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 8:03 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Attest: _____
Christina Vollrath
Clerk of the Board

Chris DuBose, Chair

Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 9
Title of Item for Consideration: Applications for Abatements (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2021. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; - Parker Fluency – 16.00532.30 - Kelly Pawlenty – 15.00830.64 - Melanie Olson – 21.00718.28 - Dennis and Kathleen Elmstand – 03.00272.10 Attachment(s): - Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: <i>“Move to approve the applications of abatement of taxes for the following tax parcels; 16.00532.30, 15.00830.64, 21.00718.28 and 03.00272.10.”</i>	
Implications of Action: By approving the applications, the property owners will be paying the appropriate property tax in 2021. Budget/Financial Implications: Minimal impact on the County finances and budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 10		
Title of Item for Consideration: 2021 Temporary Liquor License Request – St. Croix River Association			
Action Requested by: Bridgitte Konrad, County Auditor	Department: Auditor's Office		
Previous Action on this Matter: From time to time the Board of Commissioners is asked to approve individual application requests.			
Background: The application is for a 1 Day to 4 Day Temporary On-Sale Liquor License for the St. Croix Association at an event at the Franconia Sculpture Park on May 20, 2021. They are recommended by the Sheriff's office and Attorney's office for approval. The following are County businesses/organizations are requesting approval: 1. St. Croix Association – 5/20/2021			
Attachment(s): • License Application for 1 Day to 4 Day Temporary On-Sale Liquor License <i>(available with Clerk of the Board)</i>			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the St. Croix Association. The suggested motion is as follows:			
<i>“Move to approve the License Applications for 1 Day to 4 Day Temporary On-Sale Liquor License for the St. Croix Association.”</i>			
Implications of Action: By approving the applications, the businesses will be able to sell Liquor at their events planned for the specific dates.			
Budget/Financial Implications: None.			
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve	Deny _____		
Other _____			
Motion By:	Seconded by:		
To:			
Action on Motion:	Aye _____ <table border="1" style="display: inline-table; vertical-align: middle; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">Nay _____</td> <td style="padding: 2px 10px;">Abstain _____</td> </tr> </table>	Nay _____	Abstain _____
Nay _____	Abstain _____		



Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 11
Title of Item for Consideration: Housing Trust Fund Public Hearing	
Action Requested by: Nancy Hoffman, Executive Director	Department: HRA-EDA
Previous Action on this Matter: None.	
Background: In 2018, the HRA-EDA commissioned a Comprehensive Housing Needs Analysis for Chisago County. A Housing Toolkit was also created to help with decision making around housing. One of the goals identified was to "Evaluate Tools for financial assistance available through the County that would support diverse types of housing." The HRA-EDA researched several programs and determined the Housing Trust Fund was a good, flexible tool that could be used in Chisago County. The HRA-EDA created and approved the Affordable Housing Trust Fund ordinance, policy, and application. The County Attorney reviewed the Ordinance in June of 2020.	
Attachment(s): • Housing Trust Fund Power Point Presentation • Chisago County Ordinance Creating an Affordable Housing Trust Fund • Chisago County Affordable Housing Trust Fund Policy and Guidelines • What is a local Housing Trust Fund? • MN Communities with Local Housing Trust Funds • 2021 Chisago County Housing Profile • Several Letters of Support	
Action Requested/Recommended: The HRA-EDA respectfully requests the County Board to adopt the Chisago County Affordable Housing Trust Fund Ordinance. The following motion is suggested: <i>"Move to adopt the Chisago County Affordable Housing Trust Fund as recommended by the Chisago County HRA-EDA."</i>	
Implications of Action: By approving the trust fund, it can be used as a tool to assist with the development of housing to attract the workforce that is needed in Chisago County and create tax base. Budget/Financial Implications: Funding from HRA-EDA housing resources. Legal/Policy Implications: The proposed activities are in general conformity with applicable state	

statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve *CCB*

Deny _____

Other _____

Motion By: _____

Seconded by: _____

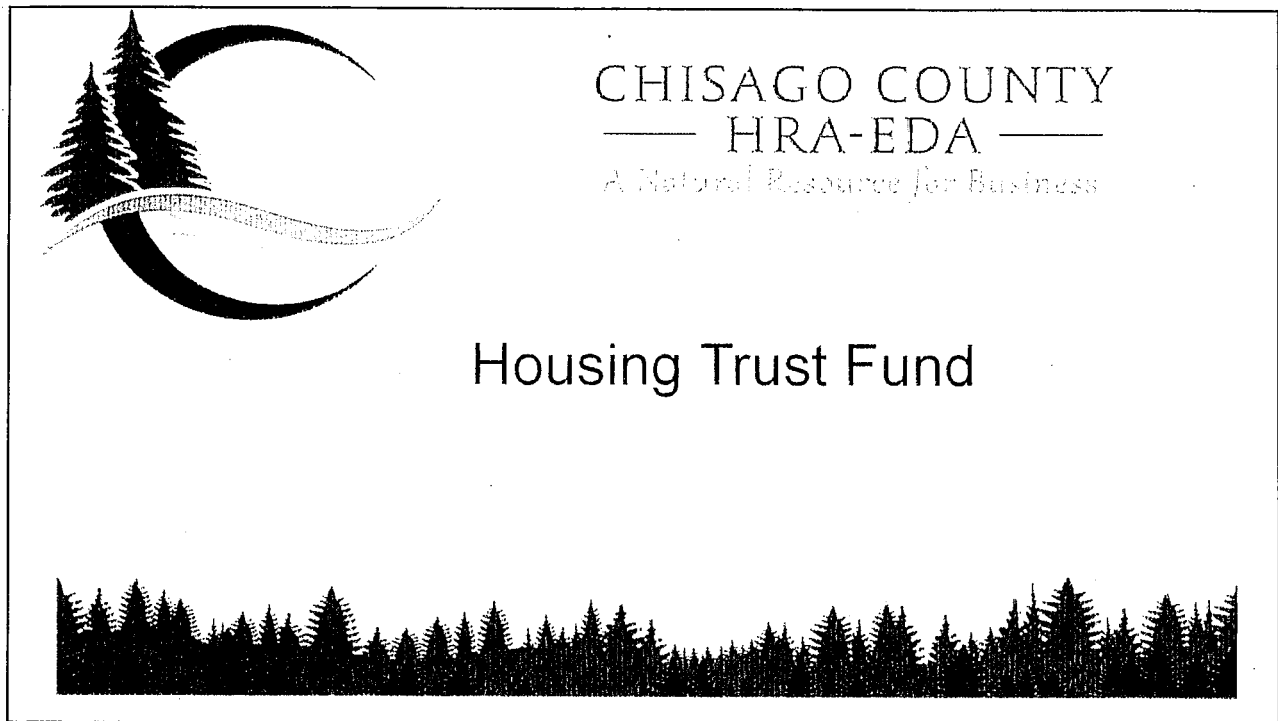
To: _____

Action on Motion:

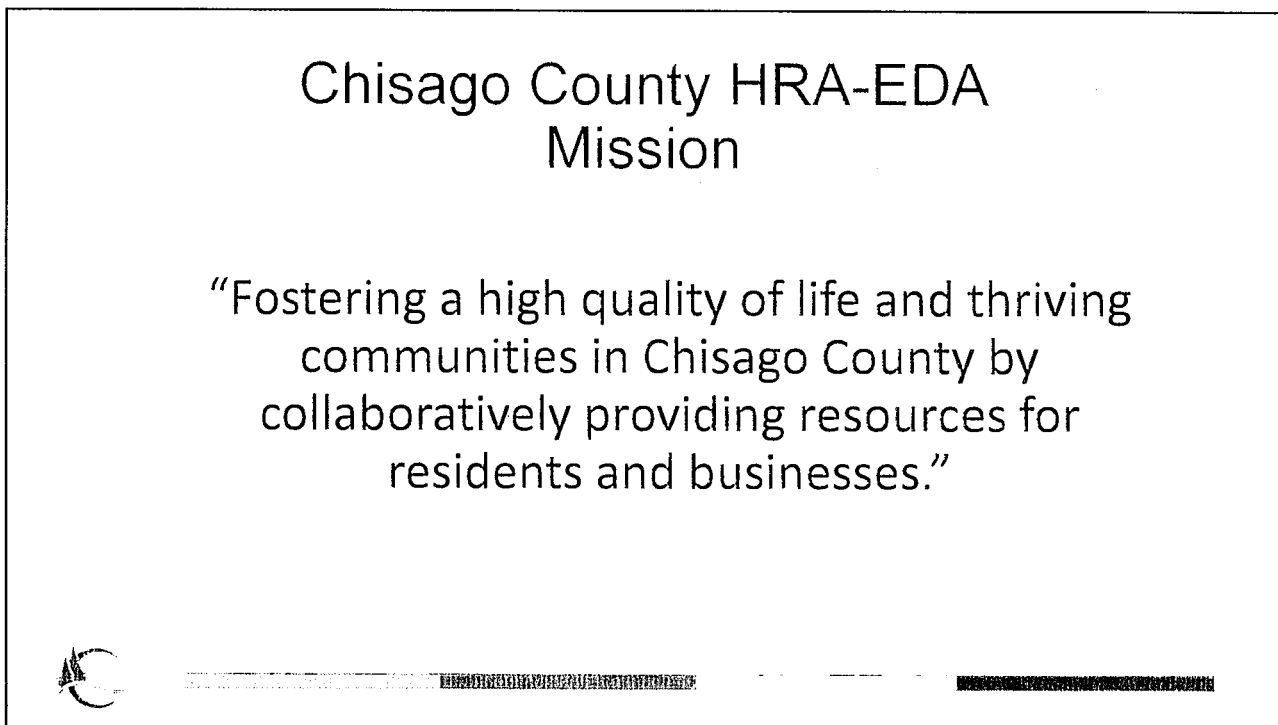
Aye _____

Nay _____

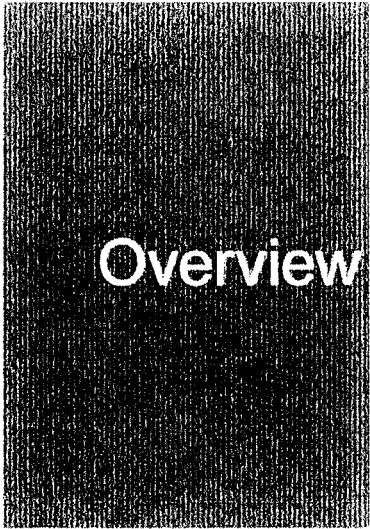
Abstain _____



1



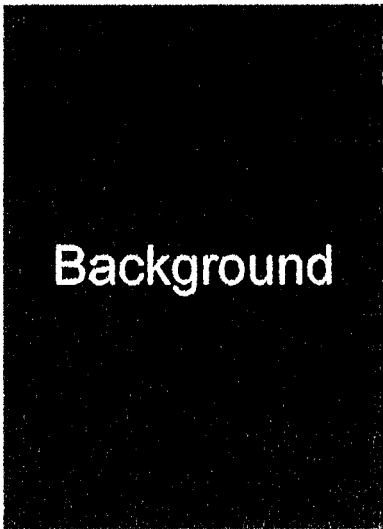
2



- Background
- What we learned
- Why a Housing Trust Fund
- Requested County Board Action



3



- Maxfield Study
 - Completed in 2018
- Toolkit
 - Completed 2019
- Strategic Plan
 - Completed 2020



4

Maxfield Study Key Findings

- Income disparities between owners and renters
- Low supply of rental housing units, low vacancy
- Demand for 3,600 housing units and 1,100 senior units by 2030
- Challenge of meeting demand @ reasonable price points
- Wages 38% lower than the Metro Area across all industry sectors
- 76% of residents leave the county for work
 - Employers indicated a key reason - lack of adequate housing options
 - Lack of tools to support new housing affordability



5

Housing Toolkit Created

The purpose:

- Provide cities and developers with a summary of resources available from the cities and the county
- Provide developers with a summary of key land use and zoning for each city
- Provide a high-level overview of land that is potentially available for development

Created through two facilitated workshops and city/county/developer input



6

HRA-EDA Strategic Plan

STRATEGIC DIRECTIONS:

1. Positioning the county for continued business growth
2. Clarifying a countywide growth strategy
3. **Developing affordable housing options**
4. Coordinating broadband development

Chisago County stakeholders were surveyed (13 responses) and 20 participated in a half day strategic plan session, along with two HRA-EDA Board Member half day sessions



7

- The Data
- Housing is a Key Economic Development Approach
- Existing Tools Not Adequate to Meet Needs



8

Key Local Data

23% residents pay more than 30% of their income on housing

8% residents pay more than 50% of their income on housing

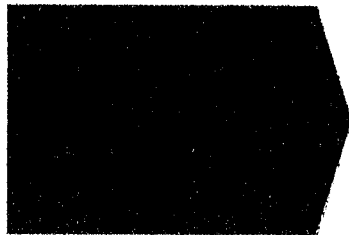
Severe Renter Cost Burden 496 households or 19% of all renter households | Severe Owner Cost Burden 1,139 households or 7% of all owner households

Rent (18%) and Owner (17%) Housing Costs
Increasing Higher than Wages = Gap is Getting Larger

Homelessness increase
20% (2000-18)
• 36% are children

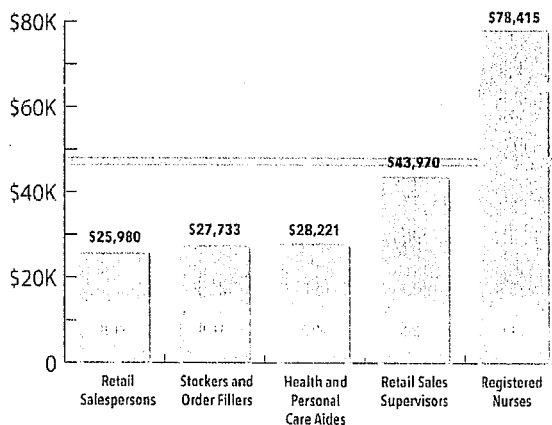


9



Annual
Median
Income

Wages vs. Housing Cost for Most In-Demand Jobs



10

HRA-EDA Owned Housing

- 6 housing developments owned across the County
- Target Seniors and Low-Income Residents
 - No Vacancies
 - Fills a critical need for seniors - 90% seniors
 - Does not address workforce housing need



11

Available Workforce Housing is Critical for Business Success

Why?

- Housing Options just as important as Businesses, Jobs, Infrastructure (broadband, roads, transit)
- When workers live closer to jobs = lower turnover, higher job satisfaction, higher productivity
- Available labor force is the top site selection criteria for business locations decisions

Important to Take a Holistic Approach to Economic Development



12

Evaluated Existing Tools

- Tax Increment Financing
 - complex, too costly for smaller projects, gap still remains
- Tax Abatement
 - Not widely used for housing, reserve for businesses
- State Tax Credits
 - Very competitive, 3+ years average, limited transit access, limited economically disadvantaged census blocks Example: Wyoming Proposed Development

A New Tool Is Important = Housing Trust Fund



13

Housing Trust Fund

- What is a Housing Trust Fund?
- What are the Benefits?
- Who else has a fund and for what?
- Proposed for Chisago County



14

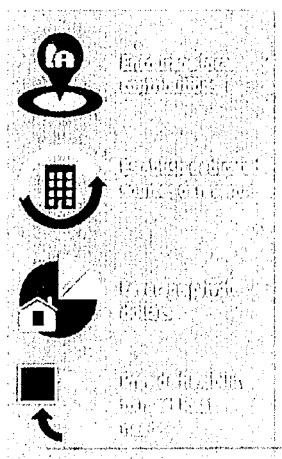
Local Housing Trust Fund

- **State Legislative Authority**
 - Minn. Stat. §462C.16 says that a "a local government may establish a local housing trust fund by ordinance or participate in a joint powers agreement to establish a regional housing trust fund."
- **Dedicated Funding for Housing**
 - As outlined in adopting ordinance and local policy
- **Addresses Local Need**
 - LHTC is a tool to address the specific local needs
- **Resource to Fill Gaps**
 - Goal = Fill gaps in resources that are not currently being met



15

What are the Benefits?



On average, for every \$1 invested in a LHTF leverages \$6 in additional public and private funds



Current MN Legislative Match Request – HF 528

HF 528 requests a \$10 million appropriation to provide a match for local governments who have created a LHTFs

We do not want to pass up this opportunity!



16

City/County Examples

- 10 LHTF Across the State - Only 3 Counties
 - Crow Wing County
 - Goodhue County
 - Hennepin County
 - Alexandria
 - Bloomington
 - Edina
 - Minneapolis
 - Red Wing
 - St. Louis Park
 - St. Paul
- Annual Funding Range = \$100,000 to \$15 million

Let's Be the 4th County to Create a LHTF
Competitive Advantage



17

CCAHTF SUMMARY

- **Priority**
 - Workforce Housing Units
 - Long term affordability
- **Loans or Grants**
 - For-Profit or Non-Profit
 - \$30,000 - \$200,000 depending upon funds available
- **Distribution throughout the County**
 - Application Process Required
 - Reviewed by a HTF Committee
 - Approvals by HRA-EDA Board
- **Funding Source**
 - Annual budget process - \$150,000 approved for current budget by HRA-EDA
 - Primarily from distributions from housing currently owned by HRA-EDA
 - Accept gifts, grants, donations from corporations and individuals



18

Income Targets

FY 2020 Income Limit Area	Median Family Income	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area	\$103,100	Very Low (50%) Income Limits (\$)	36,200	41,400	46,500	51,700	56,850	60,000	64,150	68,250
		Extremely Low Income Limits (\$)*	21,700	24,800	27,900	31,000	33,500	36,000	39,640	44,250
		Low (80%) Income Limits (\$)	54,950	62,800	70,650	78,500	84,800	91,100	97,350	103,550

Chisago County Median Family Income: \$83,464

CCAHTF Priorities
Rental Housing
Ownership Housing

Per Federal HUD Guidelines

19

Business & City Support

- Svens
- Plastech Corporation
- DennisKirk
- Plastic Products Co
- City of Wyoming
- Rush City
- Chisago City EDA
- City of Lindstrom
- Chisago Lakes Area Housing Task Force

20

Chisago County Board Action

- Request Adoption of the Chisago County HRA-EDA Ordinance Creating a Local Housing Trust Fund and Designating the Chisago County HRA-EDA as the Administrator of the Fund.



TO: Chisago County Press, County News Review

SUBJECT: Notice of Public Hearing

COMMENTS: Please publish the following Public Hearing Notice as a legal notice starting the week of **March 22, 2021 through _____**. Thank you!

NOTICE OF PUBLIC HEARING

The Chisago County Board of Commissioners will hold a Public Hearing on Wednesday, April 7, 2021 at 7:00 p.m. in the County Board Room, Room 172 of the Chisago County Government Center, 313 north Main Street, Center City, MN 55012, to review **an Ordinance Amending the County Code Chapter ____ by Creating Section _____ Affordable Housing Trust Fund**. The proposed ordinance will allow for a Housing Trust Fund if approved by the Chisago County Board of Commissioners.

All citizens are welcome to submit a 'Citizen Forum' comment, statement, question or proposal using our Citizen Forum Online Form, send thru the U.S. Post Office, or email to the County Administrator at least two (2) hours prior to the start of the scheduled county board meeting, so that the letter or e-mail may be copied and distributed to the Chisago County Board of Commissioners. The County Commissioners may choose to read individual letters or parts of letters aloud after recognizing the author.

It is requested that you provide your full name and address, including commissioner's district, if known. All the letters or emails should be written to make a comment, statement, question or proposal to the County Board. All letters shall be directed to the Board as a whole, and not to individual commissioners. All letters should be written in a respectful manner and or tone and refrain from the use of profanity.

Send your comment, statement, question or proposal to County Administrator Chase Burnham using our Citizen Forum Online Form found at <https://mn-chisagocounty.civicplus.com/175/County-Board-of-Commissioners>, send thru the U.S. Post Office, or Email to Chase Burnham at Chase.Burnham@chisagocounty.us.

Persons also may file written comments with Nancy Hoffman, Chisago County HRA-EDA Executive Director, before the date of hearing at the Chisago County HRA-EDA Office at 38871 North Branch, MN. For more information about the draft plan, please contact Ms. Nancy Hoffman at nancy@chisagocounty.org or (651)674-5664.

Copies of the draft ordinance are available for review by contacting the Chisago County HRA-EDA through the contact information above.

Chase Burnham, County Administrator
313 N. Main St, Suite 170
Center City, MN 55012

To the recipient of this e-mail:

Would you be so kind as to please e-mail back confirmation of your receipt of this legal notice? Thank you!

Ordinance No. _____

**An Ordinance Amending the County Code Chapter ____ by Creating
Section _____ Affordable Housing Trust Fund.**

Section I CHISAGO COUNTY AFFORDABLE HOUSING TRUST FUND

(1) Purpose and Intent.

Pursuant to Minnesota State Statute 462C16 there is hereby created and established for Chisago County a fund to be known and denominated as the Chisago County Affordable Housing Trust Fund (CCAHTF). This fund shall include a preference for the creation of Workforce Housing units, which shall include moderate, low, and very low income households. The CCAHTF shall be a permanent endowment and continually renewable source of revenue to meet, in part, the housing needs of Moderate, Low and Very Low-Income households of the County. The CCAHTF is to provide loans and grants to homeowners, and for-profit and non-profit housing developers for the acquisition, capital and soft costs necessary for the creation or preservation of new Affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible. Projects funded by the CCAHTF shall be disbursed throughout Chisago County so no single neighborhood experiences a disproportionate concentration of housing units for Low Income and Very Low-Income households.

(2) Definitions.

In this section:

- (a) "Affordable" means a housing unit that has an Affordable Housing Cost.
- (b) "Affordable Housing Cost" means an amount satisfied by:
 - 1. For owner-occupied housing, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowners association dues which allows a Moderate, Low Income or Very Low Income household to purchase a home, while paying no more than thirty (30%) of their gross household income; and,
 - 2. For rental or cooperative housing, a housing payment, inclusive of a reasonable allowance for heating, which allows a Moderate, Low or Very Low Income household to rent a unit, while paying no more than thirty (30%) of their gross household income.
- (c) "Area Median Income" means the median income for the Chisago County area adjusted for family size, as published by the United States Department of Housing and Urban Development.

- (d) "Assisted Unit" means a housing unit that is Affordable because of assistance from the CCAHTF.
- (e) "CCAHTF " means the Chisago County Affordable Housing Trust Fund.
- (f) "Grants Supervisor" means the Chisago County HRA-EDA Executive Director, or his or her designee.
- (g) "HRA-EDA" means the Chisago County HRA-EDA Board of Commissioners.
- (h) "Low Income" means gross household income adjusted for family size that is at or below eighty percent (80%) of Area Median Income, but more than fifty percent (50%) of Area Median Income.
- (i) Moderate Income means gross household income adjusted for family size that is at or below 115 percent (115%) of Area Median Income, but more than Eighty percent (80%) of Area Median Income.
- (J) Project may mean a single family house or a multifamily apartment complex, either as owner-occupied property or rental property.
- (k) "Recipient" means any homeowner, for-profit or non-profit housing developer that receives funds in the form of a loan or a grant from the CCAHTF Account. A Recipient may be an individual, partnership, joint venture, limited liability company or partnership, association or corporation.
- (l) "Tax Increment Financing (TIF) Equity Participation Payment" means an equity payment received by the City/County from a developer pursuant to a TIF Development Agreement in which the TIF district has been dissolved.
- (m) "Very Low Income" means gross household income adjusted for family size that is at or below fifty percent (50%) of Area Median Income.
- (n) "Workforce Housing" shall mean owner-occupied or rental housing units that are provided to households with at least one member per unit who is gainfully employed at the time of entry into the unit.
 - (i) Workforce housing may be designed for households that make 50% to 115% of AMI but shall be inclusive of all income level households who meet the definition of gainful employment and can meet the Affordable Housing Cost as defined in Subpart b (1) and (2).
 - (ii) Gainful Employment is defined as an employment situation where the employee receives consistent work and payment from an employer at 30 hours per week or more.

(3) CCAHTF Account; Sources of CCAHTF Moneys.

- (a) There is also hereby established a CCAHFT, to be maintained by the Chisago County HRA-EDA. All funds received by the HRA-EDA on behalf of the CCAHTF shall be deposited in the CCAHTF Account. Principal and interest from loan repayments, and all other income from CCAHTF activities, shall be deposited in the CCAHTF Account. All interest earnings from the CCAHTF Account shall be reinvested and dedicated to the CCAHTF Account.
- (b) The CCAHTF shall consist of funds derived from the following, but not limited to:
 - 1. Private cash contributions designated for the Trust Fund;
 - 2. Payments in lieu of participation in current or future affordable housing programs;
 - 3. Matching funds from a federal affordable housing trust fund;
 - 4. Principal and interest from CCAHTF loan repayments and all other income from CCAHTF activities.
 - 5. Budgeted payments made by the HRA-EDA Tax Levy fund as approved by the County Board of Commissioners.
 - 6. Matching funds from a State affordable housing trust fund for a State program designated to fund an Affordable Housing Trust Fund.
 - 7. Employer based funds and matches.
 - 8. Other sources to be considered, local or regional utility companies, city contributions, other agencies in support of housing.
 - 9. Application Fees – Projects applying for funds may be charged an application fee based on the size and scope of the project.
 - 10. Any other appropriations as determined from time to time by action of the HRA-EDA.

(4) CCAHTF Distributions.

- (a) The CCAHTF is to function as an endowment fund to fund loans and grants in accordance with this Section. The CCAHTF program shall be administered by the HRA-EDA Executive Director. No disbursements may be made from the CCAHTF Account without the prior approval of the HRA-EDA.
- (b) Disbursements from the CCAHTF Account shall be made as loans or grants to assist Recipients in the creation of Assisted Units. Recipients may use the funds

to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing Assisted Units; preserving affordable units; demolishing or converting existing non-residential buildings to create new Assisted Units; real property acquisition costs; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of Assisted Units.

- (c) CCAHTF moneys may not be used for operating expenses of any program or supporting services such as childcare or any other social program. However, moneys may be used to cover program related expenses such as legal/staff application review.
- (d) At least 50% of the funds eligible for disbursement annually shall be used to create Assisted Units for Low and Very Low-Income households.
- (e) Funding for Rental Assisted Units shall be available only to households whose gross income, adjusted for family size, is at or below fifty (50%) of Area Median Income at time of entry into the unit.
- (f) Owner-occupied Assisted Units shall be available to households who are Moderate, Low Income or Very Low Income.
- (g) The HRA-EDA shall periodically review the terms of assistance, and structure these terms to encourage the longest period of affordability possible.
- (h) Assisted Units shall be distributed throughout the building or development to avoid a disproportionate concentration in any one area.
- (i) The HRA-EDA shall give preference to projects located outside of a Tax Incremental District.
- (j) Notwithstanding the stated purpose in subsection (1) herein to create the Fund as a continually renewable source of revenue, the HRA-EDA may, in its discretion, recommend that disbursements from the CCAHTF Account may be made as grants at any time that the CCAHTF Account balance exceeds **\$50,000**. The HRA-EDA will revisit this amount from time to time to ensure that the objectives of the AHTF are being met and the amount is set at the proper level to achieve the objectives.

(5) HRA-EDA Powers and Responsibilities.

- (a) The HRA-EDA shall have the following powers and duties as regards to the Trust Fund:

1. Recommend policies, goals and objectives for the CCAHTF program to the Chisago County Board of Commissioners.
 2. Investigate and recommend to the Chisago County Board of Commissioners additional sources of money for deposit to the Trust Fund; and
 4. Publish and distribute requests for proposals and notices of funding availability.
- (b) All projects considered for funding will be reviewed by the HRA-EDA staff prior to HRA-EDA action.
- (c) The HRA-EDA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the Chisago County Board of Commissioners on the activities undertaken with funds from the Trust Fund. The report shall specify the number and types of units assisted, the amount loaned per Assisted Unit, the amount of state, federal and private funds leveraged, the geographic distribution of Assisted Units and a summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner-occupied Assisted Units.
- (6) Term of Affordability.
- (a) The minimum term of affordability for any Assisted Unit shall be fifteen (15) years. The HRA-EDA shall give preference to those projects that ensure that the Assisted Units remain Affordable for the longer period possible.
- (b) Assisted Units shall be **deed restricted** to ensure long term affordability.
- (c) The HRA-EDA will utilize loan agreements with the recipients of the Trust Fund. The loan agreement will clearly state the conditions and requirements for recipients use of CCAHTF monies, including the term of compliance, transfer or sale requirements and other requirements as specified.
- (d) In those cases where an Assisted Unit is sold or transferred, or where an Assisted Unit is no longer Affordable, the initial Recipient of assistance from the CCAHTF shall be obligated to repay to the CCAHTF the original loan amount.
- (e) The HRA-EDA shall fully enforce all debt and lien instruments of the law. The HRA-EDA may recommend debt settlement offers, if it is determined to be in the best interest of the County and the AHFT.
- (7) Exception Authority.
- (a) The Chisago County Board of Commissioners may revise the CCAHTF at any time in its sole and unfettered discretion if such exceptions do not violate Minnesota State Statute 462C16.

Section II. This Ordinance shall be in full force and effect from and after its passage and publication.

Adopted by the Chisago County Board of Commissioners this ____ day of _____ 2021, by
the following vote:

Yes:

No:

Absent:

Chris DuBose

Attest: _____



CHISAGO COUNTY
— HRA-EDA —
A Natural Resource for Business

Chisago County Affordable Housing Trust Fund Policy and Guidelines

Purpose and Goals

Pursuant to Minnesota State Statute 462C16 the Chisago County Board of Commissioners (County) authorized an Affordable Housing Trust Fund (CCAHTF) that is administered by the Chisago County Housing and Redevelopment Authority-Economic Development Authority (HRA-EDA). Priority for the CCAHTF is for the development of Workforce Housing units, which shall include moderate, low, and very low-income households as defined annually for Chisago County by HUD. The CCAHTF may provide loans and grants to for-profit and non-profit housing developers for the acquisition, capital, and soft costs necessary for the creation or preservation of new affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible. Projects funded by the CCAHTF shall be disbursed throughout Chisago County so no single neighborhood experiences a disproportionate concentration of housing units for Low Income and Very Low-Income households.

Funding Sources

The HRA-EDA will allocate resources to the CCAHTF as part of the annual budget process. The total available funding may include newly allocated resources or reallocation of existing funds. Funding sources for the CCAHTF program are primarily from distributions from housing currently owned by the HRA-EDA and the HRA Levy. Other funds may come from gifts, grants or donations from corporations or individuals, proceeds from the sale of HRA owned property and other funding sources as determined by the HRA-EDA.

Application Requirements and Process

- Requests for funding from the CCAHTF shall be submitted to the HRA-EDA on a form provided by the HRA-EDA.
- The Housing Trust Fund Committee designated by the HRA-EDA will review the application and make a recommendation to the HRA-EDA.
- The application will be submitted to the Chisago County HRA-EDA for consideration. The investment will be provided on approval of the terms of the funding documented in a development agreement.

CCAHTF Applications Will Receive Priority For Developments That:

- produce new workforce housing and/or preserves existing affordable housing.
- demonstrates support from the local unit of government.
- the Chisago County Housing Needs Analysis shows a demand for the proposed housing.
- the project pro forma is accurate and the gap in sources of development costs merit public financing.

Eligible Activities

Funds from the CCAHTF may be used to support the acquisition, redevelopment, or preservation of workforce affordable housing units. These funds may be used flexibly to ensure the financial feasibility of the projects. A wide range of uses of the funds are eligible as determined by the HRA-EDA.

Priority Housing

- Rental assisted units shall be available only to households whose gross income, adjusted for family size, is at or below 50% of the Area Median Income at time of entry into the unit.
- Rental Units having 20% of the units at 50% or less of the county median income or 2) 40% of the units at 60% or less of the county median income.
- Owner-occupied Assisted Units shall be available to households who are Moderate, Low Income or Very Low Income. Homeowners will pay no more than 30% of their household income.

Assistance Types

The CCAHTF Consists of two funds. The Revolving Loan Fund and the Housing Grant Fund. Grants and loans will typically range from \$30,000 to \$200,000 depending on funding availability and demonstrated need. The CCAHTF funding cannot be more than 10% of the total project.

Loans will be provided at interest rates will be 0% - 3% with a 20-year term. The loan will be reviewed every five years. If other funding is available, the owner may refinance and pay off the HRA-EDA, to make the funds available for other housing projects. The developer/owner must show that the loan will be paid back through cash flow.

Grants will be provided to projects that can clearly identify that the project would not happen but for the grant. This may include but is not limited to demolition costs, poor soil conditions, additional municipal requirements, etc. or are for the very low income.

Approved July 28, 2021

Local Housing Trust Fund Manual for Minnesota

What is a Local Housing Trust Fund?

Local Housing Trust Funds (LHTF) are funds established by a local government by dedicating local public revenue for housing. They are a consistent, flexible resource for housing within a local jurisdiction. Trust funds help communities leverage public and private resources and jumpstart projects that draw investment and jobs. LHTFs enable communities to prioritize developments that maximize benefit to the local community.

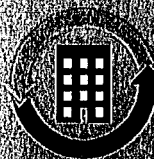
What is the Local Housing Trust Fund Manual for Minnesota?

The Local Housing Trust Fund Manual for Minnesota was developed by the Minnesota Housing Partnership. Its purpose is to provide an in-depth discussion of the various decisions to be made by local Minnesota communities in establishing an LHTF including revenue, programming, and policies. With 80 pages of references, case studies, and explainers, the manual is an in-depth guide to help local communities get LHTFs established.

Benefits of Local Housing Trust Funds



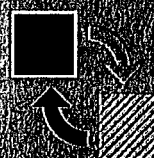
Encourage local contributions



Establish dedicated sources of revenue



Leverage private dollars



Provide flexibility to meet local needs

Goodhue County

Goodhue County and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority started an Affordable Housing Trust Fund (AHTF) in 2018. The fund provides downpayment assistance, a fund for multi-family housing projects, and a flexible fund.

Red Wing

Established in 2015, Red Wing invests \$100,000 annually into their Affordable Housing Trust Fund (AHTF). Tax Increment Financing will soon provide an additional investment of up to \$100,000 annually for 25 years. To date, the AHTF has provided homebuyer assistance loans to at least six families.

Minneapolis

The City of Minneapolis created its Affordable Housing Trust Fund (AHTF) in 2003. As a direct result of the AHTF the city tax base has expanded by up to \$800 million, leveraging \$9 for every dollar invested in the fund.

Get the Manual

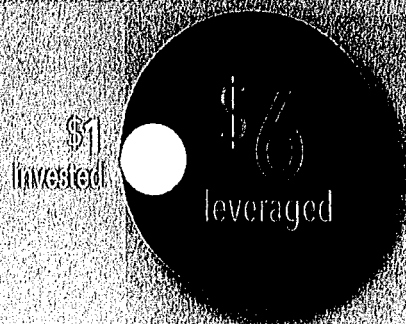
To download a copy of the LHTF Manual for Minnesota, visit:
www.mhponline.org/community-development/lhtfmanual-minnesota

Questions?

Contact Elizabeth Glidden, MHP's Director of Strategic Initiatives & Policy at elizabeth.glidden@mhponline.org or 651-925-5548



On average, city housing trust funds leverage \$6 in additional public and private funds for every \$1 the trust fund invests.



Minnesota Housing Partnership

City	Year	Program	Source	Assistance	Amount	2020 Fund Allocation	Comments
Alexandria	2019	- TIF pooling - HRA Levy - Revolving loan fund proceeds	- Homebuyer assistance - Single Family Rehab - Small rental rehab. Funds limited to Challenge Fund income limits for single family (115% AMI).	\$0.00	\$285,000.00		Jeff Hess, Executive Director, Alexandria HRA
	2019	- One time appropriation - Payment of fees in lieu of opportunity housing units, per the city's inclusionary zoning ordinance - Individual donations - Pooled TIF	- New construction - preservation of Naturally occurring affordable housing (NOAH) - Revolving Loan Fund - Housing Stabilization fund (rental subsidy/operating subsidy) (fund under development).	\$15.2 million (\$7 million for one large project).	\$2 million (plus carryover from previous year).		Charlie Shoquist, HRA Analyst, City of Bloomington
Crow Wing County	2019	- HRA levy (increased from \$98,500 to \$729,500) - Payment in lieu fees, pursuant to inclusionary development policy - TIF pooling	Workforce Housing (program definitions, including income qualifications, to be developed)	\$0	500,000		Debbie Erickson, Administrative Services Director, Crow Wing County
Edina	2019		Workforce Housing (program definitions, including income qualifications, to be developed)	\$1,200,000	1) One time source, to be determined; 2) Carryover funds from prior year		Stephanie Hawkinson, Affordable Housing Development Manager, City of Edina
Goodhue County	2018	HRA Levy	- Down-payment assistance - Multi-Family housing projects - Emergency Housing - Flexible fund (for as needed issues) - Loans for affordable housing development serving very low-income residents (multi-family, single family; new, rehab, and preservation)	\$100,000	\$100,000		Buffy Berenak, Executive Director, SEMMCRA
Hennepin County	2000	HRA Levy		\$3.5 million	\$5.5 million		Julia Welle Ayres, Housing Dev & Finance Mgr., Hennepin County
Minneapolis	2003	- CDBG and HOME program dollars - TIF pooling - Annual appropriations (one time)	Gap financing for multifamily affordable and mixed-income rental housing production and preservation (rehabilitation)	\$20 million	\$15 million		Carrie Goldberg, Multifamily Finance Specialist, City of Minneapolis

0000001

Minnesota Communities with Local Housing Trust Funds (Feb 2020)



City	Year Adopted	Funding Source(s)	Amount	2019 Fund Amount	2020 Fund Amount	Contact	Ordinance / Resolution
Red Wing	2015	- HRA Levy 25yr TIF		\$100,000	\$100,000.00	Randal Hemmerlin, Executive Director, Red Wing HRA	2016 Memorandum
St Louis Park	2018	- HRA Levy - TIF pooling		\$0	\$1,100,000	Michele Schnitker, Housing Supervisor / Deputy Community Development Manager, City of St Louis Park	2018 Ordinance
St Paul	Researching year of adoption. New resources provided in 2019.	- Parking revenues - Appropriations		\$6 million	\$5 million	Kate Rodriguez, Housing Policy Coordinator, City of St Paul	2019 Resolution

- Single family home down payment assistance
- Financing for multi-family projects
- Low to moderate income owner occupied rehab
- Preserve naturally occurring affordable housing (NOAH)
- Create new affordable units and/or deepen affordability
- Enhance the city's inclusionary policy for development by supporting more affordable units and deeper affordability
- 4d program costs
- Community land trust financing
- Down payment assistance
- Rental assistance for families of St Paul public school students ("Families First" program)
- Gap funds for subsidized housing or NOAH

2021 County Profile

Chisago

20,242 Households

| CENTRAL REGION



Access to safe, affordable homes builds a strong foundation for families and communities. But too many Minnesotans lack good housing options.

Mirroring the state trend, the price of rent continues to rise and incomes are not keeping up, making it increasingly challenging for renters to make ends meet.

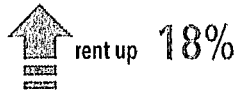


RENTER HOUSEHOLDS

2,762 | 14% of all households

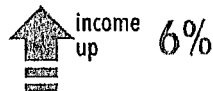
Median rent, 2000: \$749

Median rent, 2019: \$884



Renter income, 2000: \$37,881

Renter income, 2019: \$40,127



The income for families is not rising at the same pace as home values, making it more difficult for families to purchase and own a home.

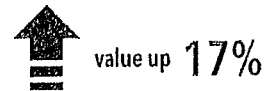


OWNER HOUSEHOLDS

17,480 | 86% of all households

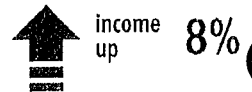
Home value, 2000: \$197,136

Home value, 2019: \$231,500



Owner income, 2000: \$82,874

Owner income, 2019: \$89,588



HOUSING STOCK: While a significant portion of the rental and owner-occupied housing is aging (built before 1970), new construction is not keeping up with demand. Of particular concern is the gap between the number of available units for extremely low income households – and the number of people who need them.

Disparities: Disparities are stark for BIPOC residents of all 87 counties. Homeownership disparities are above 65% in every county in Minnesota with most over 90%. Cost-burden is higher for BIPOC renters (52%) than white renters (44%) in Greater MN.

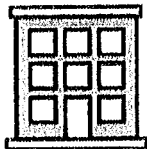


% of homes built before 1970

19%

Single-family units permitted in 2019

225



% of rental units built before 1970

27%

Multi-family units permitted in 2019

4

Number of extremely low income households

1,030

Units affordable to extremely low income households

479

Gap between ELI households and units in Chisago county

551

Greater MN	Renter Cost Burden	Severe Renter Cost Burden
White	44%	22%
Black	59%	36%
Indigenous	48%	24%
Hispanic	51%	29%

Homeownership in Chisago County

BIPOC Homeowners 521



3%

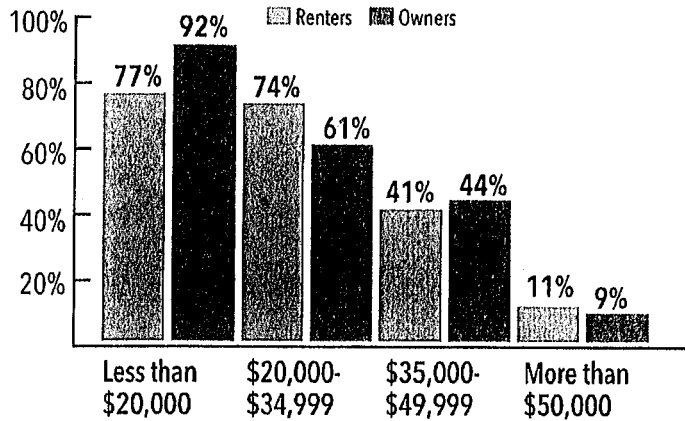
White Homeowners 16,959

White Homeowners 16,959

4,562 households in Chisago County pay more than 30 percent of their income toward housing costs, putting them at risk of being unable to afford basic needs like food and medicine. 1,635 are severely cost-burdened and pay more than 50 percent of their income on housing.

COST BURDEN

Percentage of households paying more than 30% of their income toward housing.



Number of households paying more than 30% of their income toward housing

	RENTERS	OWNERS
Under \$20,000	479	631
\$20,000-34,999	371	792
\$35,000-49,999	176	708
Over \$50,000	112	1,293
Seniors	555	1,081
All cost-burdened households	1,138	3,424

SEVERE COST BURDEN

Number and percent of households paying more than 50% of their income toward housing.

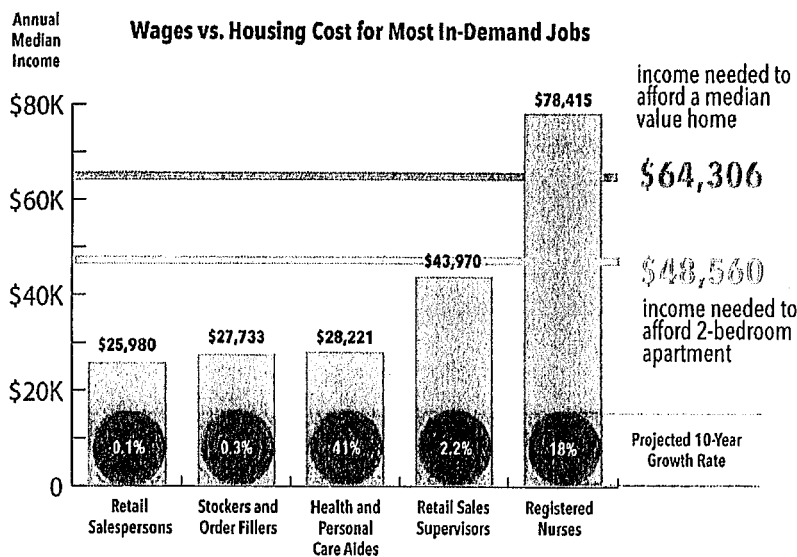
Severe Renter Cost Burden **496** households or **19%** of all renter households

Severe Owner Cost Burden **1,139** households or **7%** of all owner households

WAGES: Housing remains a challenge even for Minnesotans who are fully employed. The median earnings for most of the top in-demand and high-growth jobs in the Central region do not cover housing costs at an affordable level. Those working at the median wage – and especially those earning the minimum wage – cannot afford a two-bedroom apartment or the mortgage for a median price home.

HOMELESSNESS: In the Central region, too many families, seniors and children are still suffering the devastating consequences of having no place to call home.

Central Region Data



of homeless on a given night in 2018 **944**

Change in homeless since 2000 **20%**

Number of homeless children **347**

Number of homeless seniors **78**



SOURCES – Renter households: Rent and income adjusted for inflation. U.S. Census Bureau, American Community Survey
Owner households: Home value and income adjusted for inflation. U.S. Census Bureau, American Community Survey
Wages: Minnesota Department of Employment and Economic Development (MN DEED), Occupations in Demand, November 2020; Employment Outlook, MN DEED
Housing Stock: U.S. Census Bureau, American Community Survey 2019, 5 year estimates, U.S. Census Bureau, Building Permits Survey, 2019
Homelessness: Wilder Research Center, 2018 Minnesota Homeless Study

2019, 5 year estimates | Owner households: Home value and income adjusted for inflation. U.S. Census Bureau, American Community Survey 2019, 5 year estimates | Cost burden: U.S. Census Bureau, American Community Survey 2019, 5 year estimates | ELI Units and Renters: MHP Analysis of HUD's CHAS Portal Data using the NLIHC methodology | Wages: Minnesota Department of Employment and Economic Development (MN DEED), Occupations in Demand, November 2020; Employment Outlook, MN DEED | Housing Stock: U.S. Census Bureau, American Community Survey 2019, 5 year estimates, U.S. Census Bureau, Building Permits Survey, 2019 | Homelessness: Wilder Research Center, 2018 Minnesota Homeless Study

Median household income for county **\$83,464**

Hours / week minimum wage employee must work to afford 1- bd apartment **75**



30955 Forest Blvd. • Stacy, MN 55079
Phone (651) 462-4486 • Fax (651) 462-4467
www.stacymn.org

March 10, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. The city of Stacy has been actively working to attract workforce housing to attract residents and workforce.

With the recent economic development activity in Stacy, it is imperative to look at workforce housing in the area. Currently, many of the employees working here commute from other cities as they are unable to find housing within the city or nearby. Additional housing would support the new business' ability to attract employees and help them be successful in their new locations.

Programs such as the Housing Trust Fund would provide a great incentive to attract housing developers to fill the housing needs of the city. By continuing to attract development, it will open the opportunities for housing options in Stacy and Chisago County.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Mark Ness
Acting Mayor

cc: Nancy Hoffman, Chisago County HRA-EDA

March 5, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

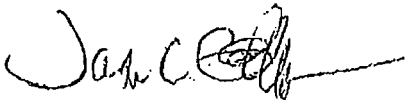
The Chisago Lakes Area Housing Taskforce (CLAHT) is in support of the Housing Trust Fund as proposed by the Chisago County HRA-EDA. CLAHT is a committee made up of realtors, city representatives, businesses, bankers, and others interested in providing housing options in the Chisago Lakes region. *Our mission is to help facilitate a balance in housing options available to our area with a near-term focus on attracting additional units of more affordable "workforce" housing. Our activities are aimed at helping solve a local workforce problem facing area employers, which will in-turn provide overall economic improvement to our community.*

One of our goals is to expand workforce-level housing available in the area. Our goal is 35-50 units of workforce housing. Reaching this goal would better balance the range of affordability within our local housing market and help solve a workforce problem for local employers.

The Housing Trust Fund would assist in attracting affordable housing to the area. We have heard from housing developers about the difficulty in keeping rents affordable due to the costs of construction, permitting and land costs. Assistance from low interest loans or grants may make a difference in whether a development is created or not.

Thank you for considering the Chisago County Housing Trust Fund as a tool to help attract this needed development.

Sincerely,



Jason Gamble
Chair, Chisago Lakes Area Housing Taskforce

cc: Nancy Hoffman, Chisago County HRA-EDA



March 3, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. Our business sees the need for sufficient housing options as important to attracting and retaining employees.

I have seen throughout the years the difficulties my employees encountered finding housing. Many have had to go towards Wisconsin just to find something affordable. Then, after having to commute so far, they just look for a job closer to the home and we lose another employee. Even if they could find a place to live in the area, the price is too high. It is really hard to attract workers because of this.

If we can get workforce housing it will not only benefit one business, but the entire community benefits from supporting grocery store, gas stations, and many other local retail stores. Every year that goes by it gets farther out of reach. We need housing now.

Additional housing would support our business' ability to attract and maintain our workforce and to allow them work in the same community they live in.

Our business supports the Housing Trust Fund as it would provide incentive to attract housing developers to fill these housing needs and bring the workforce to us.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Marie Rivers. President
Sven Comfort Shoes, Inc

cc: Nancy Hoffman, Chisago County HRA-EDA

PLASTECH CORPORATION



March 8, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. Our business sees the need for sufficient housing options as important to attracting and retaining employees.

Plastech Corporation believes it is essential to have workforce housing to benefit the business and its employees. We are one of the largest employers within the county and know first-hand how limited the pool of people there are in this area. We are constantly trying to hire help, simply because we are unable to fulfil all our openings. Additional housing would support our business' ability to attract and hire the help we need to continue to be a successful large employer in the community. It would also provide the community to work in the same area they live in.

Our business supports the Housing Trust Fund as it would provide incentive to attract housing developers to fill these housing needs and bring the workforce to us.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Chelsey Mell
Customer Service & HR Manager, Plastech Corporation

cc: Nancy Hoffman, Chisago County HRA-EDA



March 3, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. Our business sees the need for sufficient housing options as important to attracting and retaining employees.

Dennis Kirk believes it is essential to have workforce housing to benefit the business and its employees. In my opinion, the cost of housing has been rising faster than people's incomes. Especially for those making hourly wages. We have increased our hourly wages across the board two times in the last year, and while that helps, it is still a stretch for some people to find housing that they can afford nearby.

Additional affordable housing would support our business's ability to attract and maintain our workforce and allow them to work in the same community they live in.

Our business supports the Housing Trust Fund as it would provide an incentive to attract housing developers to fill these housing needs and bring the workforce to us.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Robert A. Behan
President/CEO

cc: Nancy Hoffman, Chisago County HRA-EDA





Plastic Products Co., Inc.

QUALITY MOLDED PLASTICS * ENGINEERING * DESIGNING * MOLD MAKING * ASSEMBLY

HEADQUARTERS *13116 LAKE BLVD. * LINDSTROM, MN 55045-9456
PHONE (651) 257-7879 * FAX (651) 257-9774
www.plasticproductsco.com



March 3, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. Our business sees the need for sufficient housing options as important to attracting and retaining employees.

Plastic Products, believes it is essential to have workforce housing to benefit the business and its employee. We have hiring opportunities with potential applicants outside of our 20-mile radius, but we lack available housing for people concerning to move to the area. We have a couple of employees who live in Lindstrom's motels as long-term renters, because of lack of affordable housing. Additional housing would support our business' ability to attract and maintain our workforce and to allow them work in the same community they live in.

Our business supports the Housing Trust Fund as it would provide incentive to attract housing developers to fill these housing needs and bring the workforce to us.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Kim Maguire

Name
Kim Maguire
Vice President of Human Resources
Plastic Products Company, Inc.
13116 Lakes Blvd
Lindstrom MN 55045
kimmaguire@plasticproductsco.com

cc: Nancy Hoffman, Chisago County HRA-EDA



February 8, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. The city of Wyoming considers sufficient workforce housing to be necessary for our Economic Development success.

It is essential to have workforce housing to benefit the many industries in the city including manufacturing, the hospital, and the retail sector. Currently, many of the employees working here commute to Wyoming as they are unable to find housing within the city itself. The number one concern of our businesses is the lack of workforce. Additional housing would support the businesses ability to attract workforce to allow them to expand their business.

The Chisago County Housing Needs Analysis shows a need for 160 rental units. This includes 90 market rate and 70 affordable/subsidized units. The vacancy rate is a low 2.3%, demonstrating a need for additional rental units. There have been housing developers interested in the area but find it hard to get the return on investment needed to provide the housing. Additional financial programs such as the Housing Trust Fund would provide incentive to attract housing developers to fill these housing needs. Attracting development will open the opportunities for housing options in Wyoming and Chisago County.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Lisa Iverson
Wyoming Economic Development Authority President

cc: Nancy Hoffman, Chisago County HRA-EDA

RUSH CITY



Up North Starts Here

CITY OF RUSH CITY

325 S ELIOT AVE | PO BOX 556 | RUSH CITY, MN 55069

320-358-4743 | CITYHALL@CI.RUSH-CITY.MN.US | WWW.RUSHCITYMN.US

March 3, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. The City of Rush City considers sufficient workforce housing to be necessary for our Economic Development success.

With Rush City containing two of the top 10 largest companies in the county, it is essential to have workforce housing in the area. Currently, many of the employees working here commute from other cities as they are unable to find housing within the city itself. The concern for lack of workforce can be stemmed from improper access of housing for the business' employees. Additional housing would support the businesses ability to attract new employees and help them to expand their business.

The Chisago County Housing Needs Analysis shows a need for 79 rental units. This includes 37 market rate and 24 affordable/subsidized units. The vacancy rate is a low 1.5%, demonstrating a need for additional rental units. Programs such as the Housing Trust Fund would provide incentive to attract housing developers to fill these housing needs.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

Amy Jo Mell

Administrator

cc: Nancy Hoffman, Chisago County HRA-EDA



February 8, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is written in support of the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. The Chisago City EDA acknowledges the need for sufficient workforce housing in order to be successful in our continued economic development efforts.

Housing is essential to have the work force to benefit the many industries in in the city including: manufacturing, healthcare, restaurants and the retail sector. One of the main concerns of our businesses is the lack of workforce housing. If the city were able to provide additional housing, it would support the business' ability to attract workforce. This would allow them to build and expand their business within the community.

The Chisago County Housing Needs Analysis shows a need for 214 rental units. This includes 107 market rate and 43 affordable/subsidized units. Additional financial programs such as the Housing Trust Fund would provide much needed incentive to attract housing developers. By attracting development, this will open the opportunities for housing options in the county.

Thank you for your consideration of the Chisago County Housing Trust Fund program.

Sincerely,

A handwritten signature in dark ink, appearing to read "John D. Pechman", is written over a light blue horizontal line.

John D. Pechman
Executive Director, Chisago City Economic Development Authority

cc: Nancy Hoffman, Chisago County HRA-EDA

Mayor
Kevin Stenson

City Administrator
John J. Olinger



CITY OF LINDSTRÖM

"America's Little Sweden"

Council Members
Laurie Burington
Bill Schlumbohm Sr.
Scott Hildebrand
Linda Merkel

13292 Sylvan Ave. • Lindström, Minnesota 55045
(651) 257-0620 • Fax: (651) 257-0623

February 9, 2021

Chisago County Commissioners
Chisago County Government Center
313 North Main Street
Center City, MN 55012

Dear Chisago County Board of Commissioners:

This letter is to show support for the Chisago County Housing Trust Fund proposed by the Chisago County HRA-EDA. The Lindstrom EDA has been working to attract housing to the community and has found developers often need additional funds to make the project work.

The City of Lindstrom is looking for a variety of housing options to accommodate the lifecycle housing needs of our area. It is vital to have housing for all income levels as well as lifestyles. Our largest business, Plastic Products has mentioned that it is common for employees to drive from Wisconsin as they cannot find housing here. We hear it from people that want to downsize or young adults not looking to buy a house but would like to move out of their parents basements. We are concerned with the few options they have to live in Lindstrom and the greater Chisago Lakes Area.

Programs, like the Housing Trust Fund, will incent housing developers to build in our community filling the gaps in our housing stock. The Lindstrom EDA fully supports the Chisago County Affordable Housing Trust Fund.

Thank you for considering housing programs to assist with attraction of housing developments.

Sincerely,

Kevin Stenson
Mayor and Lindstrom EDA member

cc: Nancy Hoffman, Chisago County HRA-EDA



www.cityoflindstrom.us





Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 12
Title of Item for Consideration: 2020 Probation Annual Report	
Action Requested by: Amy Chavez, Director	Department: Probation
Previous Action on this Matter: None.	
Background: Probation Director Amy Chavez provides the Board with an annual report of the Department's activities.	
Attachment(s): 2020 Annual Report	
Action Requested/Recommended: The County Board is respectfully requested to accept the 2020 Probation Annual Report. The following motion is suggested;	
<i>"Move to accept the 2020 Probation Annual Report."</i>	
Implications of Action: None.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

ANNUAL REPORT

2020

Chisago County Probation

Respectfully Submitted By:

Amy Chavez, Probation Director

313 N. Main St. Ste. 100

Center City, MN 55012

(651) 213-8357

amy.chavez@chisagocounty.us



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Chisago County Probation Mission Statement

"TO PROVIDE THE CHISAGO COUNTY DISTRICT COURT AND THE CITIZENS OF CHISAGO COUNTY WITH RESEARCH-BASED PRACTICES DESIGNED TO ENHANCE PUBLIC SAFETY AND PROMOTE OFFENDER REHABILITATION."

Introduction

Chisago County is located in eastern Minnesota and covers 442 square miles with a population of 55,308 residents. The 2020 County Board of Commissioners were the following:

District 1	Chris DeBose, Chair
District 2	Rick Greene, Vice Chair
District 3	George McMahon
District 4	Ben Montzka
District 5	Mike Robinson

In 2020, Chisago County government operated on a budget of \$73,623,499.00; Chisago County Probation expenditures represented 1.55% of that budgetary amount. We received \$279,042.00 in revenue through both outside grants and reimbursement from the Minnesota Department of Corrections (DOC). In addition, Chisago County Probation collected \$148,467.00 in probation fees.

Chisago County is in the Tenth Judicial District, along with Anoka, Isanti, Kanabec, Pine, Sherburne, Washington, and Wright Counties. The Chief Judge of the Tenth Judicial District is The Honorable Stoney Hiljus, Judge of District Court (Kanabec County). The Tenth Judicial District Administrator is Paul Patterson. We have three district court judges assigned to Chisago County:

The Honorable Suzanne Bollman, Judge of District Court
The Honorable Bridgid Dowdal, Judge of District Court
The Honorable Catherine Trevino, Judge of District Court

* Judge Rancourt retired in May, 2020 and Judge Trevino began in June, 2020.



Background Information

Chisago County Probation is a County Probation Office (CPO), which means we supervise all adult misdemeanor and gross misdemeanor probation cases as well as all juvenile cases that require supervision. In addition, we supervise all offense levels, including felony, pretrial conditional release cases. It should be noted the Minnesota Department of Corrections (DOC) supervises all sentenced felons placed on probation.

In 2020, the Chisago County Probation department consisted of 14-employees under the direction of Amy Chavez, Director. Our primary goal was to enhance community safety through appropriate supervision of probationary offenders. All Probation Agents are cross-trained in all positions; in addition, all Agents are trained in completing the Level of Service Inventory-Revised (LSI-R) screener as well as in the Level of Service/Case Management Inventory (LS/CMI) for assessing offender supervision and risk levels. In addition, all Probation Agents are trained in Motivational Interviewing (MI) to elicit behavior change by assisting offenders explore and resolve ambivalence. Our Agents utilize case planning to effectively address criminogenic needs where the offender may need additional services and we strive to provide applicable resources and assistance to rehabilitate offenders.



Committees | Highlights | Awards | Goals

In 2020, Chisago County Probation worked diligently to provide enhanced public safety through probation casework and field contacts. The personnel were involved with many groups and committees in an effort to be an active voice and remain current on updates in the field.

Committees/Organizations

- **Director Amy Chavez** is the Chair of the County Probation Officers (CPO) directors group; represented the County Probation Officers (CPO) on the State MNPAT committee (State bail tool); a member of the Chisago County Interagency Committee (CCIC) that addresses domestic/sexual assaults; a member of the Chisago County Children's Service Collaborative Committee; a member of the Chisago County Children's Service Steering Committee; a member of the Chisago County Children's Mental Health Committee; a member of the Minnesota Community Service Action Committee (CSAC); a member of the Court Services Tracking System (CSTS) executive committee representing MACPO and a voice at the Minnesota State Legislature representing county probation.
- **Agent Marnie Humeniuk** is a member of the Minnesota Association of County Probation Officers (MACPO) Training and Education Committee.
- **Agent Jess Mott** is the Chair of the Communications Committee for the Minnesota Association of County Probation Officers (MACPO); a member of the Minnesota Association of County Probation Officers (MACPO) Executive Board; a member of the Minnesota DWI Task Force; and a member of the State Intensive Supervision Collaborative Committee.
- **All Agents** are members of the Minnesota Association of County Probation Officers (MACPO) and members of the Minnesota Corrections Association (MCA). All agents are trained in first aid.

Highlights

- Facilitated the Driving with Care (DWC)-Level II Program curriculum, for 8 clients who completed program.
- The department logged 10,282 miles in department/other county/personal cars with 110 days of use for field contacts and/or attending training.
- Agent Higgins left Chisago County in September 2020.
- Veteran's Treatment Court in operation and currently serving 5 Veteran's.
- Agents appeared for 1,206 adult court hearings and 307 juvenile court hearings.
- Department adapted to the COVID-19 pandemic and maintained full operation.
- Additional unit vehicle obtained to increase effective supervision in the community.
- Job duties, manuals, policies and caseloads updated.
- CCA probation delivery presented to County Board, Board denied request.
- Juvenile agents moved into separate office space to enhance juvenile privacy.
- Probation department moved into new larger space greatly increasing safety practices.



Monthly Awards

- **January:** Jaime, for his dedication to the Vets Court and assisting with the Annual Report.
- **February:** Brett, for staying cool with all that is on her plate and all of her hard cases.
- **March:** Marnie, for all the extra work when we closed for COVID. Covering the front desk, doing all the emails, keeping the office running.
- **April:** No award given as office worked remotely.
- **May:** No award given as office worked remotely.
- **June:** Jaime, for helping out with all the vet issues that arise and adding new info to the Annual Report.
- **July:** Amanda, for her helping out in the office even while on vacation. Also Bob and Adam for jumping in and helping out in an instant with no hesitation.
- **August:** Allyssa, taking on Brett's caseload while trying to keep up with all of her Truancy cases and the schools and their ever changing demands for each individual now with COVID going on.
- **September:** Mia for all that she has done for our department.
- **October:** Bob, being nominated for the Spotlight Award at MACPO and outstanding dedication to this department.
- **November:** Sam, for always having a positive attitude, learning so quickly and taking over helping out when she can and being a great co-worker.
- **December:** Sam and Jess, for all they did for our new move and making the move so smooth. While managing their own schedules with Intakes, paperwork, and client's, etc.

2021 Goals

- Continue facilitating a Decision Points Cognitive Skills program for juveniles.
- Continue to enhance community safety.
- Establish satellite probation office in North Branch for convenience of offenders in North/West parts of County.
- Continue to facilitate DWC.
- Continue to work with military Veterans and provide resources.
- Increase safety training.
- Continue to have effective communication with Law Enforcement departments within the County.
- Practice department wide safety measure to ensure the health of the public and the department.
- Place intake documents onto probation website to simplify client access.



P.I.C.K. County Comparison

Below is an informational 2020 comparison of general statistics of population, number of clients supervised, and number of staff for Chisago County Probation as compared to the surrounding counties of Pine, Isanti, Chisago, and Kanabec (P.I.C.K.).

	Population	Clients Supervised	Staff
Chisago	55,308	Adult – 1,828 Juvenile – 135	9 Agents 2 Case Aide 1 Director 1 Office Support
Isanti	39,582	Adults – 844 Juveniles – 108	9 Agents 2 Office Support 1 Supervisor 1 Director
Pine	29,203	Adult – 812 Juvenile – 77	6 Agents 2 Contract Staff 1 Case Aide 1 Office Support 1 Supervisor 1 Director
Kanabec	16,024	Adult – 325 Juvenile – 63	3 Agents 1.5 Office Support 1 Director



Adult Division

NAME	POSITION
Amy Chavez	Director
Marnie Humeniuk	Career Agent
Jessica Mott	Career Agent
Jessica Hill	Senior Agent
Amanda Vogel	Senior Agent
Rose Tema	Senior Agent
Jameson Nedved	Senior Agent
Nick Messer	Correctional Agent
Robert Nelson	Case Aide
Samantha Swatek	Case Aide
Lisa Klaas	Office Support Specialist

*Agent Higgins left Chisago County Probation in 2020

Caseloads

Administrative and Group Report (Agents Marnie Humeniuk & Rose Tema) –

This caseload consists of two Agents supervising adult Administrative and/or Group Report (low risk) offenders. In 2020, the total number of offenders on both caseloads was 753. This caseload consists of misdemeanor- and gross misdemeanor-level cases (non-intimate partner victim) of offenders sentenced to probation who score 0-2 (administrative) or 3-4 (low risk) on the LSI-R Screener that is completed at intake. Any alcohol related offenses the Audit (Alcohol Use Disorders Identification Test) is completed. A score of 0-5, will be supervised as Administrative. A score of 6-18, will be supervised as Group Report. Administrative cases are supervised to assure compliance with court-ordered conditions. Offenders who score low risk are placed on Group Report and are mandated to personally meet with their Agent monthly at which time a discussion is held regarding the progress of completing court-ordered conditions; the first Wednesday of each month was designated as Group Report Day. Once an offender has completed conditions, s/he is moved to administrative probation until the expiration of their probation term. Offenders on this caseload do not have a military veteran status. When applicable, Group Report Agents also provide supervision of offenders on pretrial release supervision if a new offense/charge occurs while currently on probation on this caseload.



Domestic Abuse/Assault (Agent Nick Messer) –

This caseload consists of one Agent supervising and providing case management services to adult offenders of *intimate partner* domestic assault offenses, non-assaultive violations of the law such as protective order violations (Order For Protection, Harassment Restraining Order, and/or Domestic Abuse No Contact Order, etc.), child neglect and maltreatment cases, as well as, criminal sexual conduct cases. In 2020, this Agent supervised 178 offenders.

In an effort to reduce risk to public safety and facilitate offender change through Motivational Interviewing and other evidence-based methods in addition to victim/community restoration. The specialized Domestic Abuse/Assault caseload forwards written and verbal reports to the court to aid in the assignment of proportionate, evidence-based disposition. The position functions to inform and collaborate with the court, community, and inter-/intra-departmental agencies at primarily the local and state levels. The Agent assigned to the Domestic Abuse/Assault caseload makes referrals to and collaborates with treatment providers, the public, and victim to enable offenders to build and maintain a positive support network in the community. Furthermore, the Agent assigned to this caseload specializes and is in a detailed position utilizing a broad variety of diverse risk assessment tools measuring several different aspects of recidivism, lethality, and general recidivism. Domestic Assault cases, involving an intimate partner, entail the use of a Lethality Assessment, Domestic Violence Screening Instrument, and/or Bail Evaluation.

At the Pre-Sentence Investigation stage, a Domestic Violence Inventory (DVI) is utilized (a multidimensional, self-report test) that assesses adults accused and/or convicted of a domestic violence crime. The DVI is a domestic violence risk assessment and treatment tool that possesses multifaceted uses for the court, probation, counseling agencies, and/or treatment programs. In addition to evaluating an offender's predisposition for violence per se, the DVI screens factors, such as the offender's truthfulness, substance (alcohol and other drugs) abuse, control issues, and stress coping abilities. Contributing factors (criminogenic needs) are measured with the DVI on scales (measures) and break the scale scores into different areas of risk. Domestic violence specific recidivism is determined by the Violence Scale (severity) score and the offender's criminal history. Finally, a Level of Service Screener and/or Level of Service Case Management Inventory provides additional information as to the probability of general recidivism.

The combination of the above risk assessment tools assign a supervision risk level after a case is sentenced to probation supervision from the court. The case is then referred for anger violence or domestic abuse programming dependent upon prior history as well as the risk assessment tool results. A wide array of probation violation responses are utilized in the event of detected violations, which may involve regressive/progressive sanctions. Inversely, rewards to meeting probation risk reducing goals are assessed for a removal of probation supervision levels or other probation reporting requirements.



Intensive Supervision Program (ISP) (Agent Jess Mott) –

This caseload consists of one Agent who, in 2020, supervised 31 ISP offenders. In order to be eligible for the Intensive Supervision Program (ISP), offenders must be a resident of Chisago County and have three DWI related instances within a ten-year period. The Chisago County Intensive Supervision Program (ISP) is a four phase, incentive-based program, which provides a continuum of supervision in accordance with evidence-based principals addressing the offender's risk, needs, and compliance while on supervision. Progression through each of the four phases varies depending on the offender's overall adjustment and discretion of the assigned Agent and Director.

This caseload was developed to address concerns with regard to the dangers posed to the public by repeat drunk drivers. The program initially began as a pilot project in 1994 under MS. 169A.74. Repeat DWI offenders have historically proven to be discouragingly impervious to traditional probation interventions and alcohol and/or drug treatment. We believe that aggressive, intensive supervision of the offender and his/her compliance with the court's order, in combination with comprehensive chemical dependency treatment, aftercare services, and evidence-based practices result in less repeat offenses and, therefore, ensure the safety of the public.

Enhanced (Agent Amanda Vogel) –

This caseload consists of one Agent who, in 2020, supervised 40 enhanced offenders. Clients assigned to this caseload are considered to be at a significant risk of recidivating due to higher scores on department risk assessment tools. Upon probation intake, the client participates in a risk assessment that would be appropriate for their conviction; an AUDIT if the offense is alcohol related and the LSI-R Screener for other offenses. If a client scores above a 19 on the AUDIT they are assigned to the enhanced caseload. If a client scores a 5 or higher on the LSI-R Screener they are then required to complete the LS/CMI. If the client then scores a 20 or greater on the LS/CMI, they are assigned to the enhanced caseload. Medium risk offenders are those that score 20-28 on the LSCMI. These offenders are met with bi-weekly. This Agent also supervises clients who are considered high risk through scores of 29-40 on the AUDIT or 29 and greater on the LS/CMI, these clients are met with weekly.

Military Veterans (Agent Jameson Nedved) –

In 2016, Chisago County Probation created a specialized caseload for adult military veterans placed on probation; this caseload consists of one Agent. In 2020, this Agent supervised 153 offenders. The Agent assigned to this caseload provides supervision and case management services to military veterans in an effort to enhance public safety and facilitate offender change through evidence-based and restorative practices. The Agent provides the court with written and oral reports to assist with the issuance of an appropriate, evidence-based disposition as well as post-sentence intake. Furthermore, the Agent acts as a liaison between the court, other county departments, local/state/federal agencies, the veterans' administration, treatment providers, as well as the public, to assist offenders formulate and maintain a positive support network in the community.

The assigned Agent maintains a military understanding relationship and trust with the offender to assist in maintaining compliance. The Agent provides offenders ranging from low-to-high risk, as well as those on the Intensive Supervision Program (ISP) with direct links and contacts to the Veterans Administration through the local Veterans Service Officer for healthcare and maintains close case management with the Veterans Justice Outreach Specialists in Minneapolis and St. Cloud.



The Agent also provides training to outside agencies on awareness of military veterans with Post Traumatic Stress Disorder (PTSD) and interactions. The P.I.C.K. County Veteran's Treatment court participants are all supervised by this agent.

Pretrial Release Supervision (Agent Jessica Hill)–

This caseload consists of one Agent. In 2020, Chisago County Probation completed 170 Bail Evaluations, 104 of which were on felony-level offenses. The average Bail Evaluation score was 24, with 79 as the highest and 6 being the lowest score in 2020. We also completed 21 DVSI (Domestic Violence Screening Instrument), with the average score of 8, with the highest score of 18 and lowest score of 1. A score of 7 indicates a high likelihood of reoffending.

The Bail Evaluation screens the Defendant for risk of safety in the community and certainty to appear for future court dates; they are conducted after an arrest, but prior to the first court appearance and provided to the court for information/evaluation of conditional release. In 2020, 425 Defendants were on pretrial release supervision and Agents filed 146 pretrial release supervision violation reports. Defendants who are ordered and placed on Formal Pretrial Release Supervision must post conditional bail or may be released on their own recognizance with conditions supervised by an Agent. Some of the standard conditions consist of: No Use or Possession of Drugs, including Alcohol; Submit to Random Testing; Take Medications as Prescribed/Provide List to Probation; May Not Enter Any Liquor Establishments; No Contact with Victim; Electronic Home Alcohol Monitoring (EHAM); House Arrest; and/or Remain Law Abiding.

When a Defendant is ordered to Formal Pretrial Release Supervision, they are expected to check in weekly via phone to provide updates; in addition, they are required to meet with their supervising Agent once per month. Pretrial cases are unique in that they are not transferred to the Defendant's county of residence for supervision. Many Defendants on pretrial supervision reside in other counties and/or across state lines making supervision difficult.

Defendants on pretrial release supervision are not subject to search like probationer offenders; however, the court can order specific search conditions, including cell phones and/or other electronic devices. Under Rule 6 of the Minnesota Rules of Criminal Procedure, if conditional bail is set, there must also be an unconditional setting. If a Defendant does not wish to be subject to the court-ordered conditions, s/he is always free to post the unconditional bail amount.

Adult Case Aide Administrative/ Office Support (Robert Nelson, Samantha Swatek & Lisa Klaas)–

Two Case Aides provide supervision for approximately 83 adult offenders in 2020. The Case Aides also complete the adult intake process to include the completion of the Level of Service Inventory-Revised (LSI-R), and AUDIT when applicable, to determine offender supervision and risk levels. This position also provides support to the Director, Agents, and Office Support through rotation of managing the front reception desk/duties, as necessary, to include: adult court calendar; managing supplies (office and testing) and Invoices; training requests; processing of the remote electronic alcohol monitoring (REAM) grant.



The office support specialist is responsible for clerical support and assistance to the department as needed. While managing the front desk and duties to include Juvenile Calendar, managing supplies, coordinates the Driving with Care- Level II Program, processes the daily credit card and cash deposits, while scheduling, administering and processing the preliminary data for court ordered Domestic Abuse Investigations (DAI). Distributes all probation emails and faxes to clients' cases and or probation officers. Keeps track of all unit car logs including mileage and yearly totals driven, maintenance and fuel costs. Budgets for all juvenile placements and all department calendars.

Adult Screening Guidelines

The following charts outline the contact standards for Adult supervision caseloads.

LSI-R Pre-Screen Supervision Guideline

Score	Level	Supervision Standard
0-2	Administrative	Administrative
3-4	Low	Group 1X Month
5+	Medium/High	Full LSCMI

LSCMI Supervision Guideline

Score	Level	Supervision Standard
0-12	Administrative	Administrative
13-19	Low	Group Monthly Field Contacts = As needed
20-28	Medium/Enhanced	2X Month Field Contacts = 4X Year
29+	High	4X Month Field Contacts = 2X Month

AUDIT Supervision Guideline

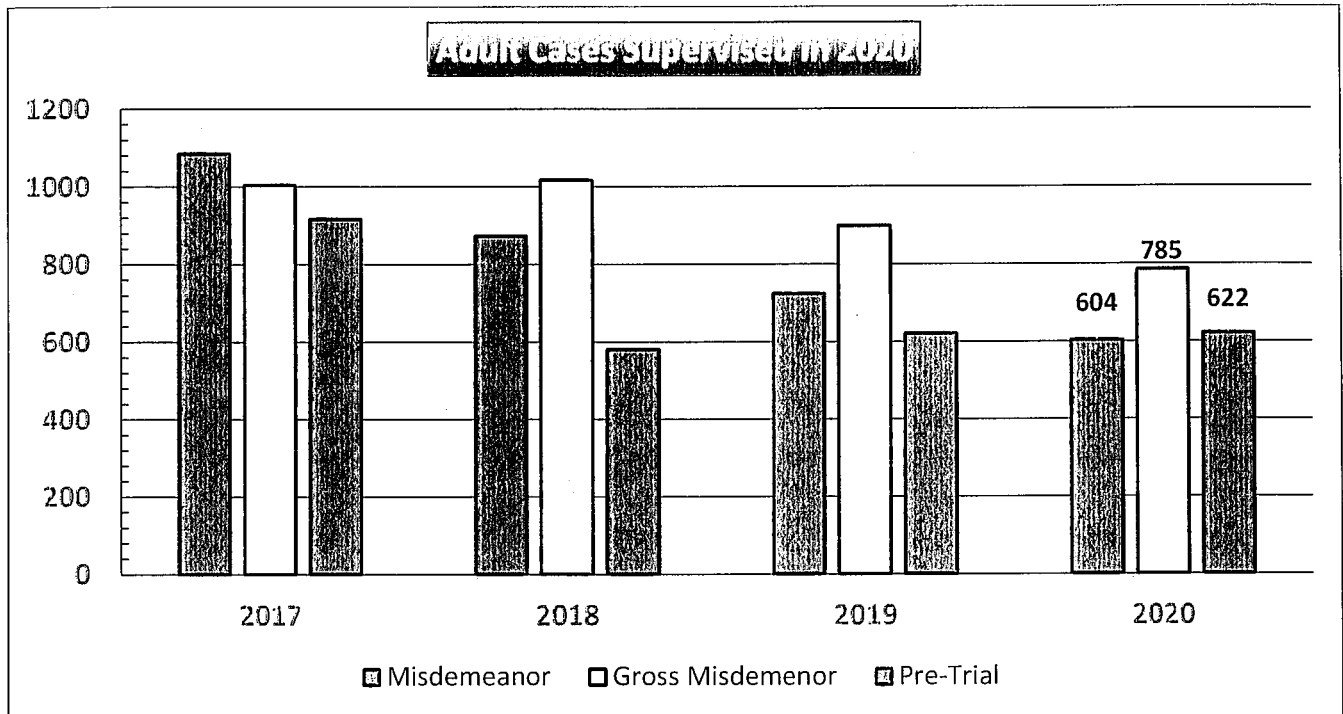
Score	Level	Supervision Standard
0-5	Administrative	Administrative
6-18	Low	Group Monthly Field Contacts = As needed
19-28	Medium	Enhanced Field Contacts = Bi-weekly
29-40	High	Enhanced Field Contacts = Weekly



Adult Supervision Totals

In 2020, Chisago County Probation supervised 1,828 adult offenders and 2,008 cases. In 2020, Chisago County Probation Officers attended 1,327 adult court proceedings.

The following information is a four-year comparison of overall yearly statistics for Chisago County Probation in not only the number of cases supervised, but other additional services provided above and beyond supervision as well.



*It should be noted that supervision numbers reflect the effect the pandemic has had on court proceedings.



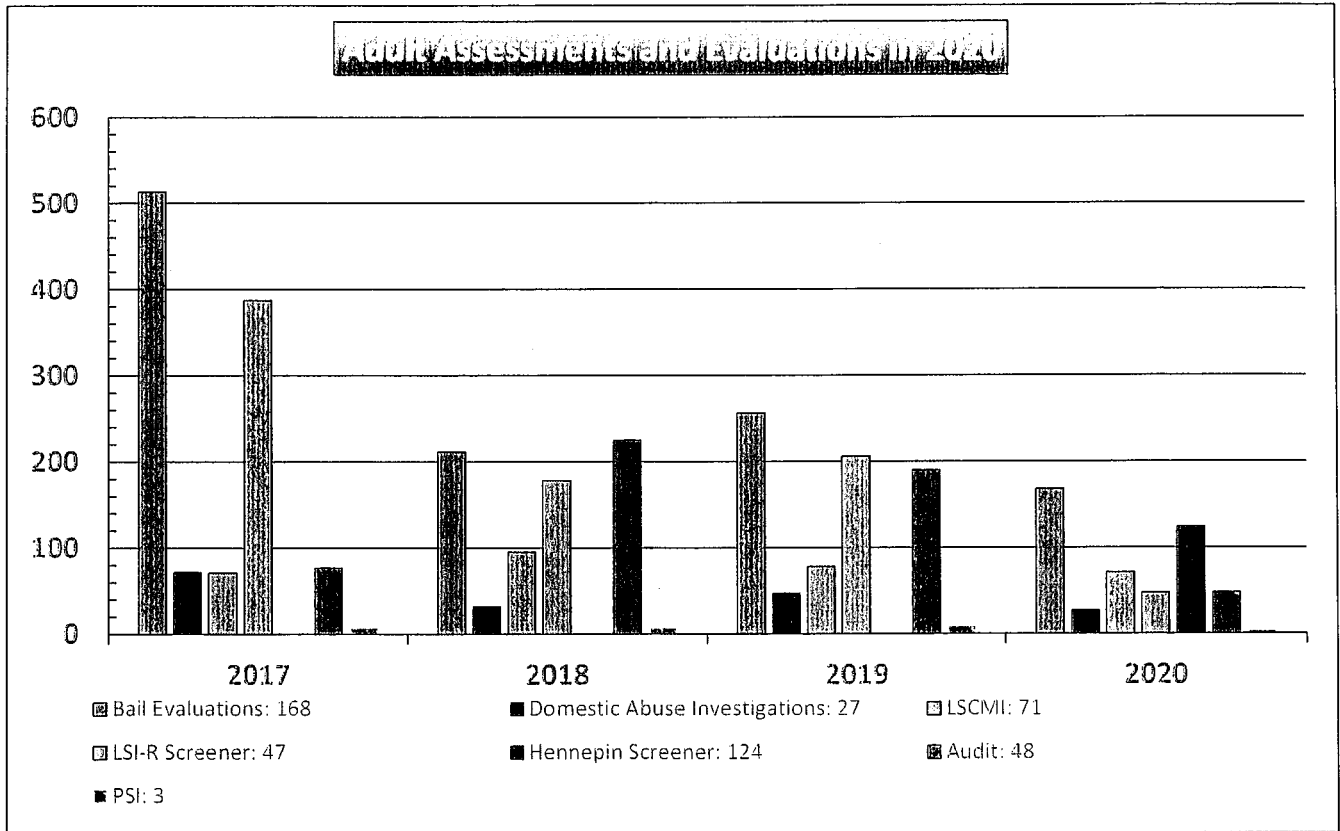
Adult Offenses

Offense	Male	Female	Total
Assault	35	3	38
Assault Domestic	123	15	138
Burglary	14	0	14
Forgery/Counterfeiting	4	4	8
Drugs	84	21	105
Escape/Flight	14	0	14
Arson/Negligent Fires	1	0	1
Homicide	1	0	1
Crimes Against Family	0	6	6
Traffic/Accident	55	19	74
Criminal Vehicle Operation-Bodily Harm	4	0	4
DWI	179	52	231
Criminal Vehicle Operation-Death	3	0	3
Criminal Sexual Conduct	9	0	9
Misc./Federal/Juvenile	1	0	1
Disturbing Peace/Privacy	16	2	18
Harassment/Stalking/Bias	18	5	23
Obscenity	1	0	1
Property Damage	16	4	20
Stolen Property	11	6	17
Robbery	4	1	5
Theft	19	19	38
Vehicle Theft/Vehicle Theft Related	3	0	3
Weapons	20	2	22
Crimes Against Administration of Justice	8	8	16
Crimes Against Government	3	1	4
Total for Supervising Location	646	168	814

*It should be noted that supervision numbers reflect the effect the pandemic has had on court proceedings.



Adult Assessment and Testing Totals

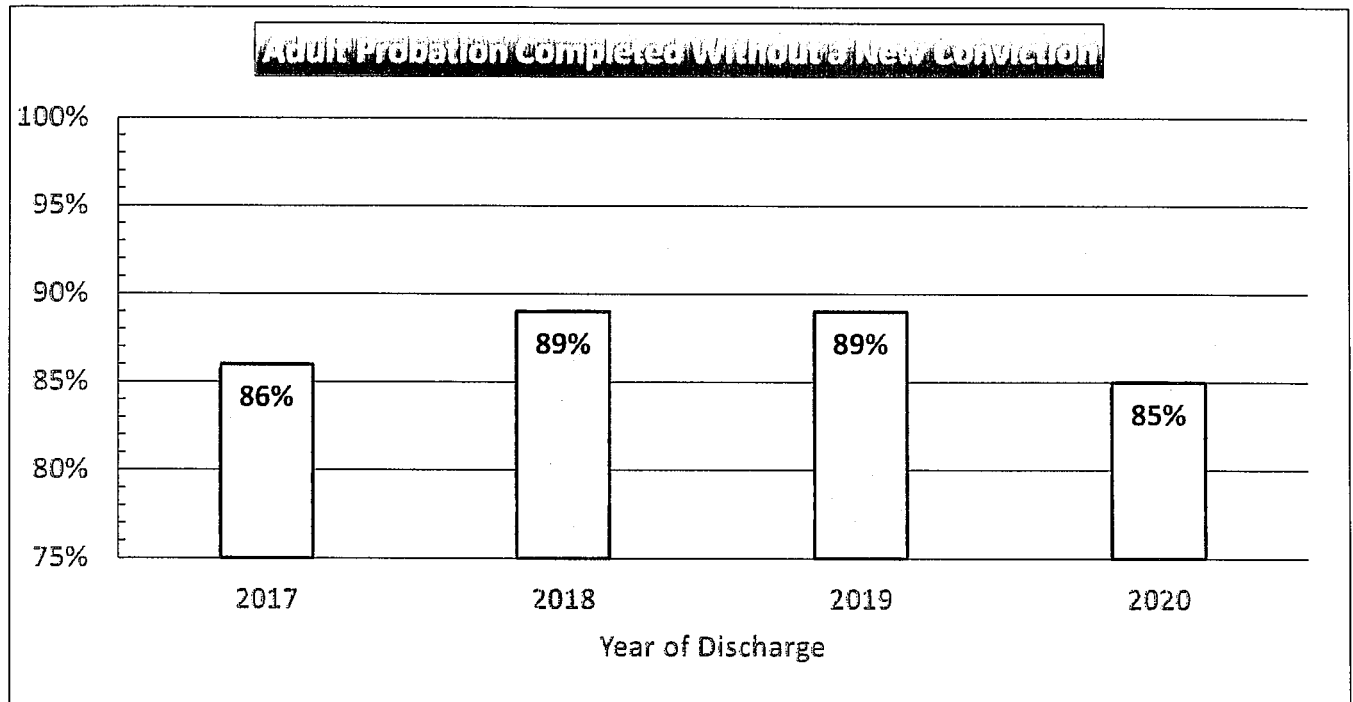


Random Chemical Tests Administered (Breath, Swab, Urine)	615
Probation Violations Filed (Adult)	244
Pretrial Release Supervision Violations Filed (Adult)	146



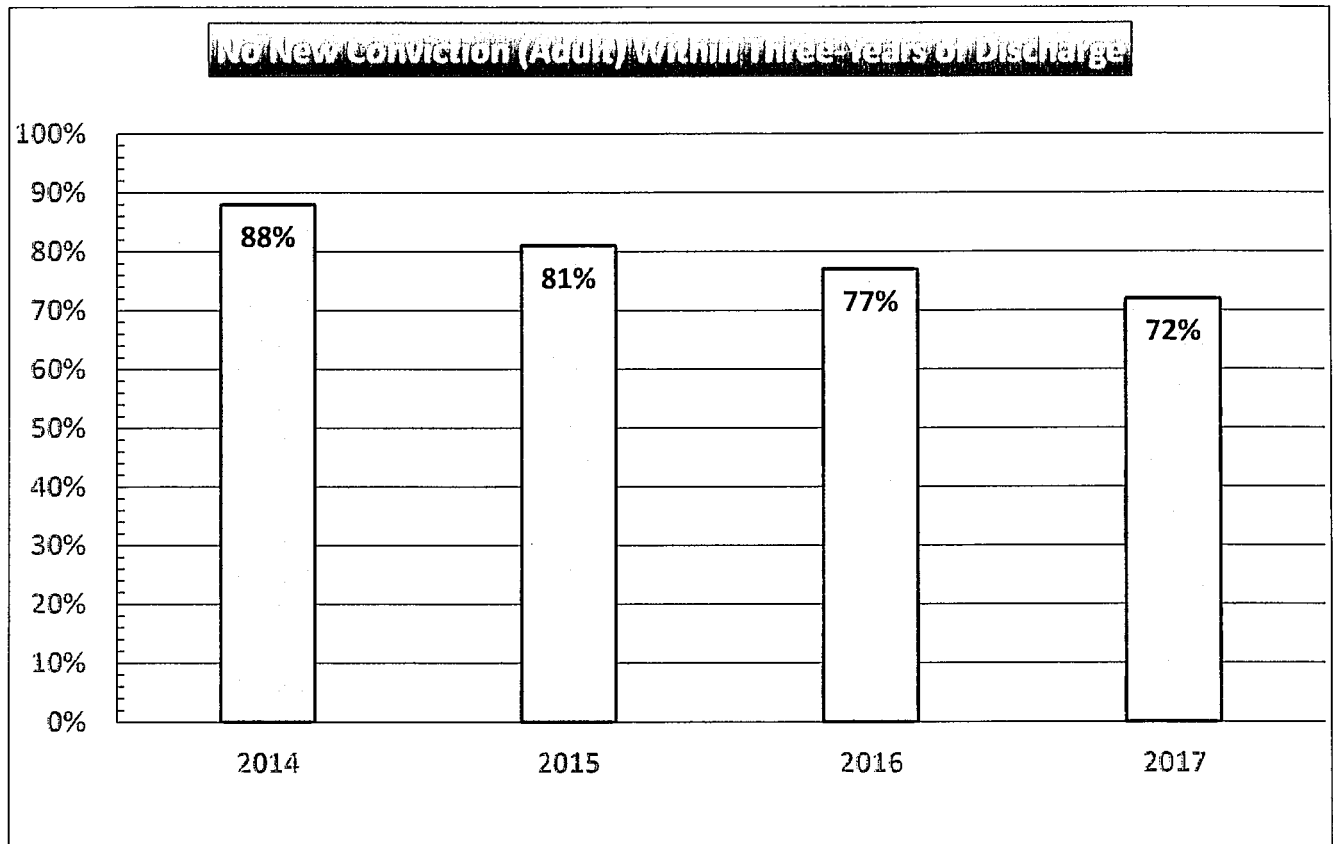
Adult Recidivism While Supervised

Chisago County Probation calculates the rate of recidivism while on supervision by conducting a criminal background record check on offenders thorough-out their term of probation and upon discharge. However, it is important to know that these numbers are based off annual caseload size; therefore, a slight difference in numbers may appear from year-to-year when calculating the percentage.



Adult Recidivism Within 3 Years of Discharge

Chisago County Probation calculates the rate of recidivism by conducting a criminal background record check on offenders, three-years after discharge from probation. If it is learned that there is a new conviction during the probation period, it is determined the probationer/offender recidivated. However, it is important to know that these numbers are based off annual caseload size; therefore, a slight difference in numbers may appear from year-to-year when calculating the percentage.



Juvenile Division

NAME	POSITION
Jessica Hill	Senior Agent
Brett Stage	Senior Agent
Allyssa Sowka	Correctional Agent

*Agent Hill shifted to pretrial supervision in 2020.

Juvenile Case Types

Juvenile Delinquency.

Juveniles adjudicated delinquent on a misdemeanor, gross misdemeanor, and/or felony charge are placed on traditional probation and supervised by an Agent until they reach 19 years of age. Court-ordered conditions include chemical dependency or mental health treatment, random testing (chemicals), community service work, educational classes/programming at Lakes Center for Youth & Families, and/or restitution, if applicable.

Extended Juvenile Jurisdiction (EJJ).

EJJ is Extended Jurisdiction Juvenile that we have on probation until age 21 with a stayed adult prison sentence.

Juvenile Petty Offender (JPO).

Juveniles deemed petty offenders are placed on administrative probation and have court-ordered conditions such as community service work, educational classes/programming at Lakes Center for Youth & Families, and/or letter of responsibility, if applicable.

Juvenile Traffic Offender (JTO).

Juveniles deemed traffic offenders are placed on administrative probation and court-ordered conditions such as community service work and/or an educational class such as Alive At 25, if applicable.

Stay of Adjudication (SOA).

Juveniles charged with misdemeanor-, gross misdemeanor-, and/or felony-level offenses are placed on traditional probation and supervised by an Agent for an initial period of six-months, which can be extended. Court-ordered conditions include chemical dependency or mental health treatment, random testing (chemicals), community service work, educational classes/programming at Lakes Center for Youth & Families, and/or restitution, if applicable.



Truancy.

Juveniles deemed to be a habitual truant in need of protection and/or services are monitored by Chisago County Probation. Probation supervised 35 juveniles who were placed on the Chisago County Truancy program during 2020. Probation monitors these cases to ensure the conditions imposed by Court are being met by the juvenile. Additionally, resources are provided based upon needs of the student and his/her family to increase school attendance, and improve academics and behavior. A court hearing is held every 30-45 days in order to inform the court of the juvenile's progress and modify conditions if need be. The truancy agent is at each school, within Chisago County, once a week. This agent works in partnership with school staff to monitor students who are habitually truant and to address students at risk of habitual truancy. The truancy agent also meets with numerous juveniles at risk of entering truancy court to reduce their likelihood of entering the truancy program.

Risk Assessments

Massachusetts Youth Screening Instrument (MAYSI 2).

A screening instrument, required by statute on adjudicated delinquency cases, designed to identify potential mental health concerns/needs of adolescents. If a juvenile screens high, he/she is referred to complete a Mental Health Diagnostic.

Traumatic Stress Screen for Children and Adolescents (TSSCA).

A screening instrument designed to identify youth with possible trauma; this tool is used on youth that screens high on the trauma section of the MAYSI 2.

Youth Level of Service Case Management Inventory (YLS/CMI).

A screening instrument designed to determine juvenile offender risks and needs, which sets their level of supervision at low, medium, or high.

Supervision Risk Levels

Low.

Juvenile offenders seen at school or home quarterly or as needed.

Medium.

Juvenile offenders seen at school or home a minimum of once per month.

High.

Juvenile offenders seen at school and at home a minimum of twice per month, or, in some cases, weekly.

Court Reports

Detention Evaluations.

When a juvenile offender is arrested, a Detention Evaluation, with recommendations, must be prepared and filed with the court. In 2020, 15 detention evaluations were completed.



Informal Review Report.

When a juvenile offender is adjudicated delinquent, a Review Report must be prepared and filed with the court every six-months.

Pre-Dispositional Investigation (PDI).

When a juvenile offender is charged with a felony-level offense, a Pre-Dispositional Investigation (PDI) may be ordered by the court; this investigative report must be prepared and filed with the court prior to the Disposition Hearing. In 2020, 1 PDI was completed.

Probation Violation.

When a juvenile offender violates conditions of probation, a Probation Violation report must be prepared outlining the violation and filed with the court; a summons or warrant may be requested. In 2020 there were 65 juvenile violations filed.

Extended Juvenile Jurisdiction (EJJ) Study.

An EJJ study is ordered to help determine whether or not the juvenile shall receive an EJJ sentence or simply be dealt with as a delinquency matter. The study involves a probation study and a psychological study. A hearing is held where witnesses are questioned and also cross examined by the juvenile's attorney. If the juvenile is found by clear and convincing evidence that the statutory factors for EJJ have been met, the juvenile receives a juvenile sanction as well as an adult sanction. The court will then enforce the juvenile sanction but if the court's orders are violated, the adult sanction may be imposed.

Adult Certification Study.

A certification study is ordered when the prosecutor's intent is to seek adult certification of a juvenile. The court will order a probation study and a psychological study. There are six factors that probation and the psychologist need to base their determinations off of. They are as follows: seriousness of the alleged offense in terms of community protection and including the use of firearms and impact on the victim; capability of the child; child's record of delinquency; the child's programming history (past willingness to participate in available programming); adequacy of the punishment or programming available in the juvenile system; dispositional options available for the child. A certification hearing is held where witnesses are questioned and cross examined. The judge then makes the final decision whether the juvenile is certified as an adult and the case moves to adult court or the juvenile gets an EJJ sentence and stays in juvenile court. Chisago probation did not complete any adult certification studies in 2020.



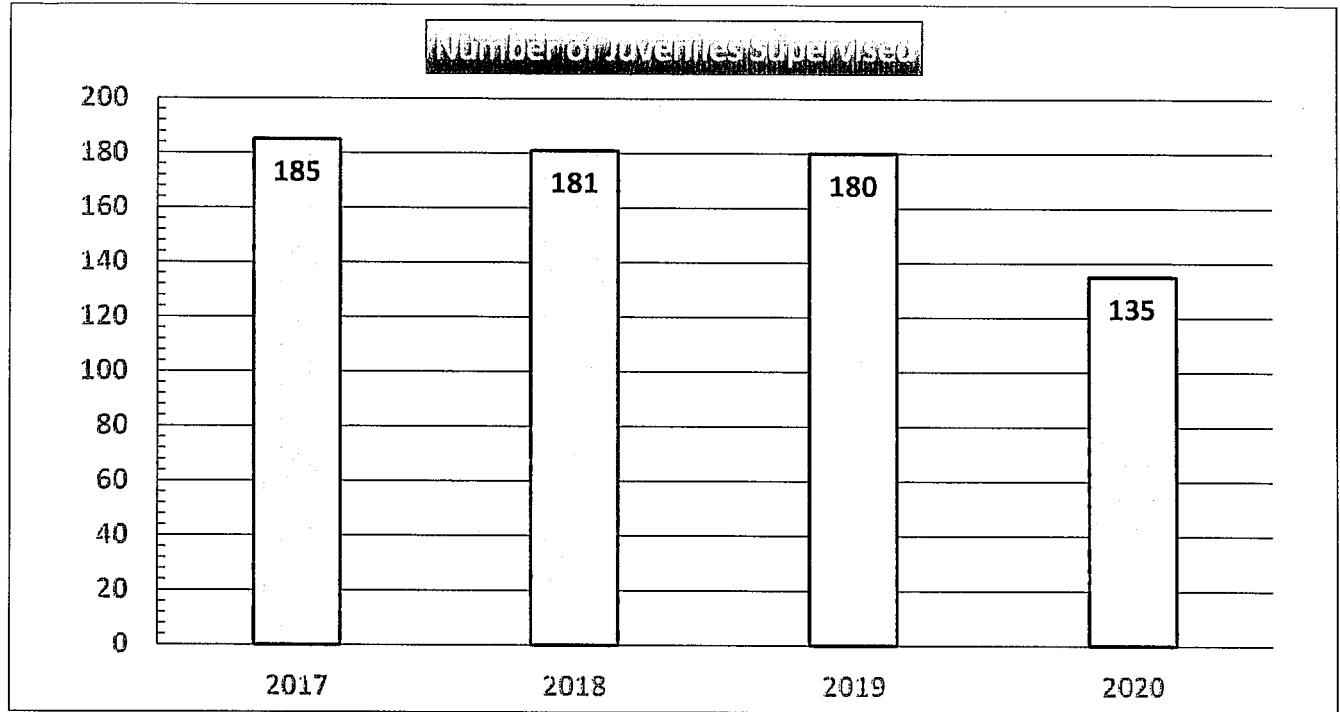
Juvenile Offenses

Offense	Male	Female	Total
Assault	10	1	11
Assault Domestic	1	0	1
Drugs	8	3	11
Escape/Flight	1	0	1
Arson/Negligent Fires	0	2	2
Traffic/Accident	1	1	2
DWI	1	0	1
Criminal Sexual Conduct	5	0	5
Misc./Federal/Juvenile	5	4	9
Disturbing Peace/Privacy	6	3	9
Harassment/Stalking/Bias	1	0	1
Property Damage	4	1	5
Stolen Property	2	0	2
Robbery	1	0	1
Theft	3	0	3
Vehicle Theft/Vehicle Theft Related	2	0	2
Weapons	2	0	2
Crimes Against Administration of Justice	2	0	2
Total for Supervising Location	55	15	70



Juvenile Supervision Totals

In 2020, Chisago County Probation supervised 135 juvenile offenders and 175 cases. In 2020, Chisago County Probation Officers attended 417 juvenile court proceedings.



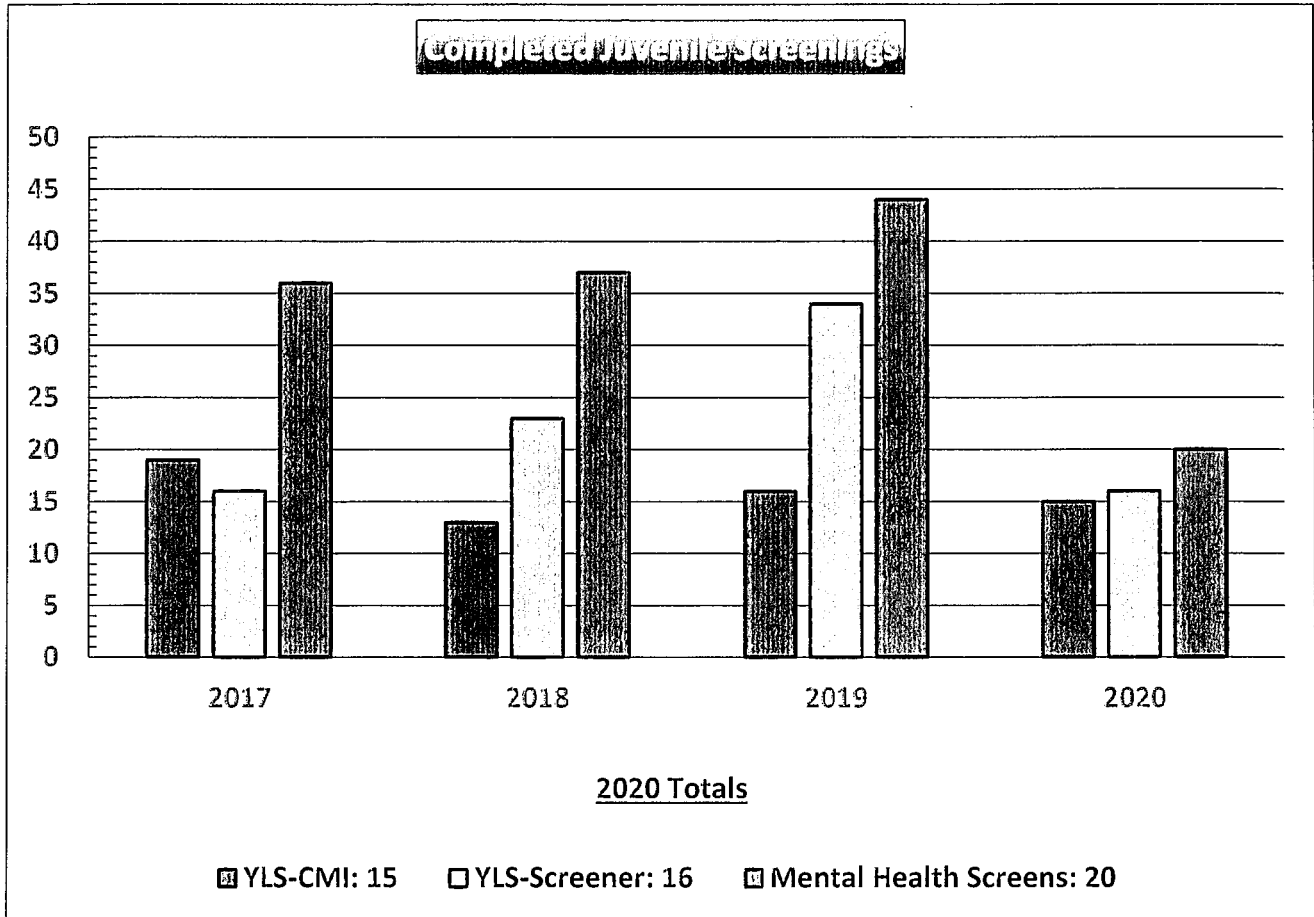
*It should be noted that supervision numbers reflect the effect the pandemic has had on court proceedings.

Extended Juvenile Offenders	Year
3	2018
4	2019
2	2020



Juvenile Screenings

In 2020, Chisago County Probation completed 16 Youth Level of Service Case Management Inventory (YLS/CMI) screenings and 20 mental health screens.



*It should be noted that supervision numbers reflect the effect the pandemic has had on court proceedings.

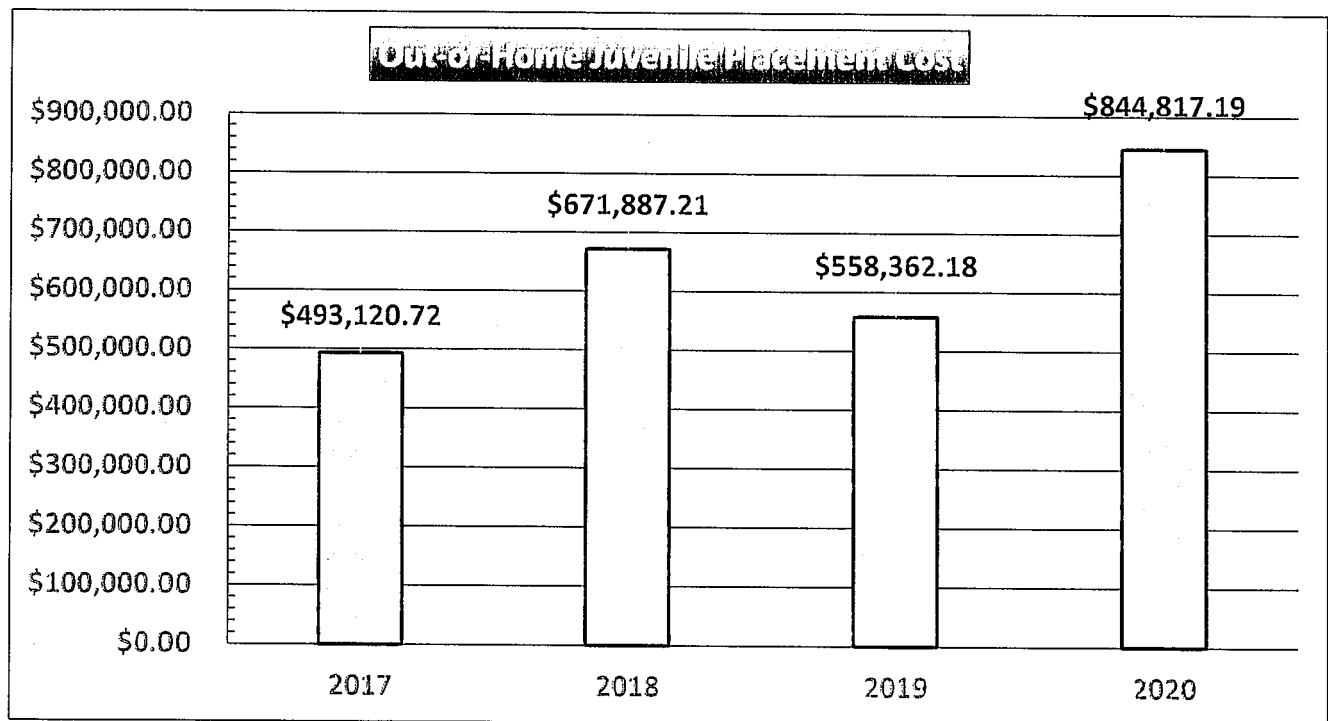


Juvenile Out-of-Home Placement

Chisago County contracts two beds with the East Central Regional Juvenile Center (RJC). Effective 8/1/2017, we increased our bed size to 2.5.

Anoka Secure	\$264.00	Per Day
Anoka Non-Secure	\$251.00	Per Day
East Central Regional Center (RJC)	\$264.00	Per Day
Sex Specific Program	\$296.00	Per Day

In 2020, Chisago County incurred \$844,817.19 in expense for out-of-home juvenile placement.



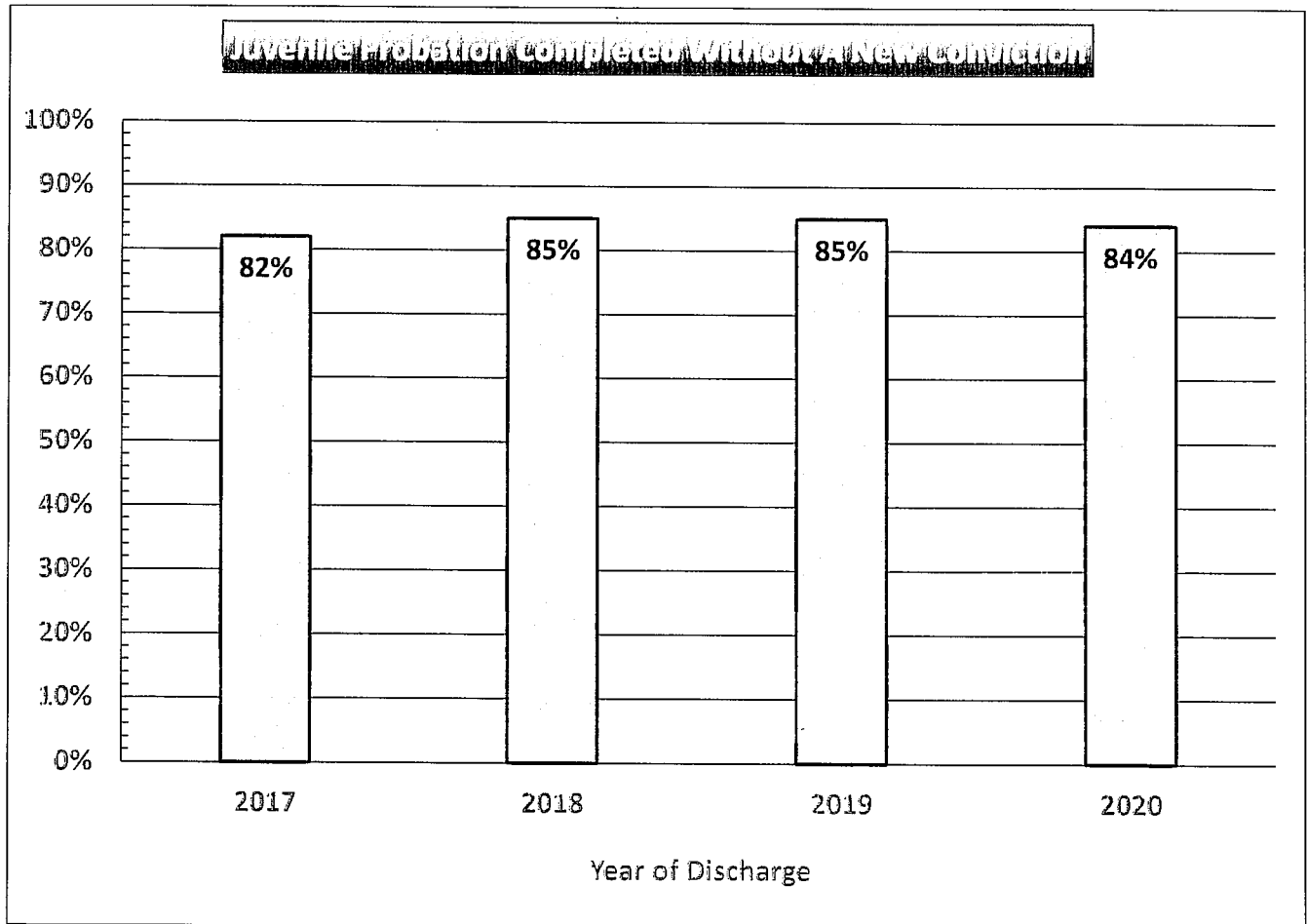
Juvenile Out-of-Home Placement Breakdown Per Facility

PLACEMENT FACILITY	2020 TOTAL COST
Anoka County Juvenile Center	\$114,706.64
Arrowhead Juvenile Center	\$46,020.00
Benton County	-\$33,383.00
East Central Regional Juvenile Center	\$192,788.00
Heartland	\$42,363.00
MCF-Red Wing	\$284,263.00
Pinehaven House	\$35,306.00
Prairie Lakes	\$10,578.00
Village Ranch Inc.	\$11,999.63
Woodland Hills	\$140,176.42
2020 GRAND TOTAL JUVENILE PLACEMENT COST	\$844,817.19



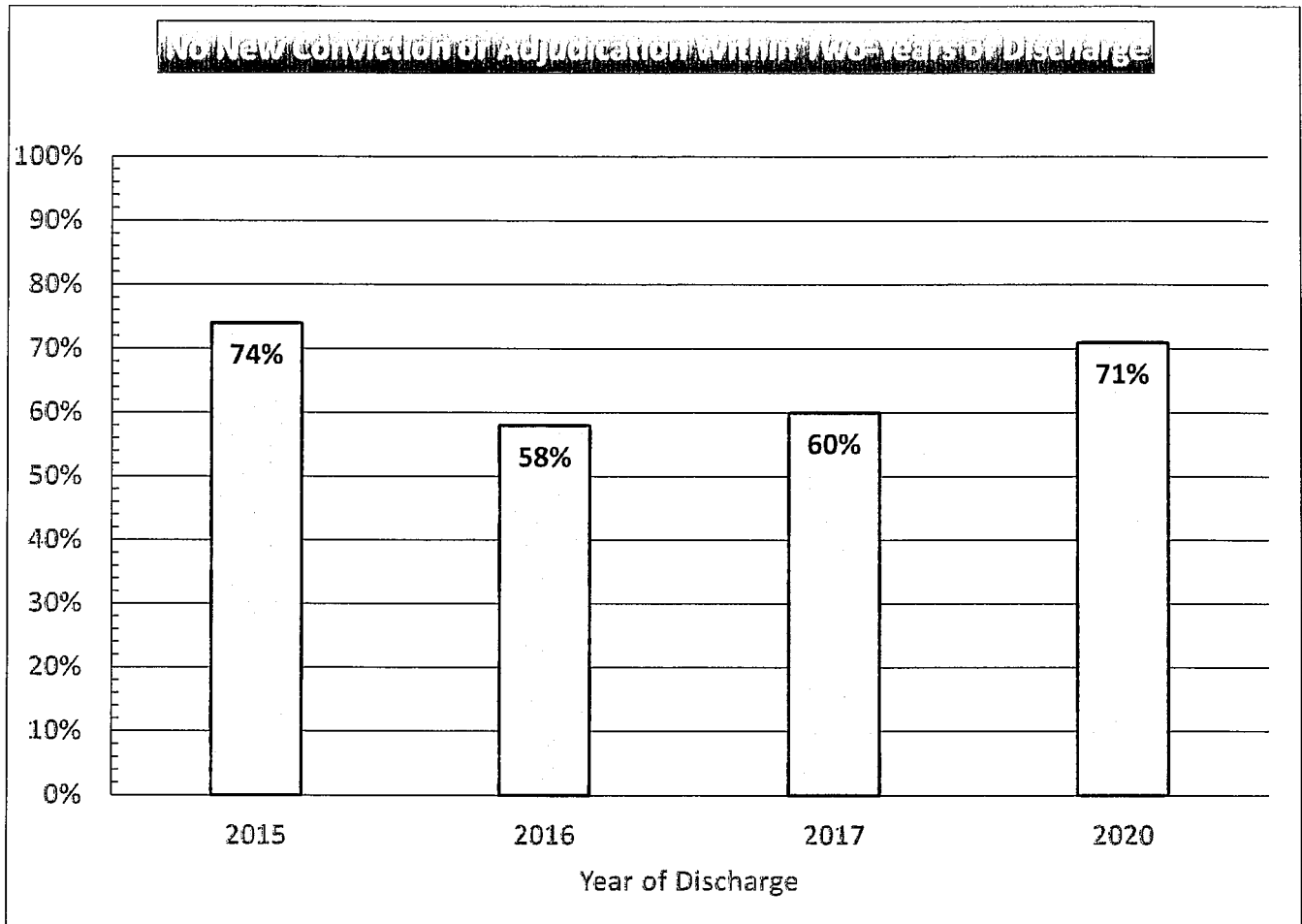
Juvenile Recidivism While Supervised

In 2020, 84% of juveniles placed on probation with Chisago County Probation completed their probation term with no new conviction.



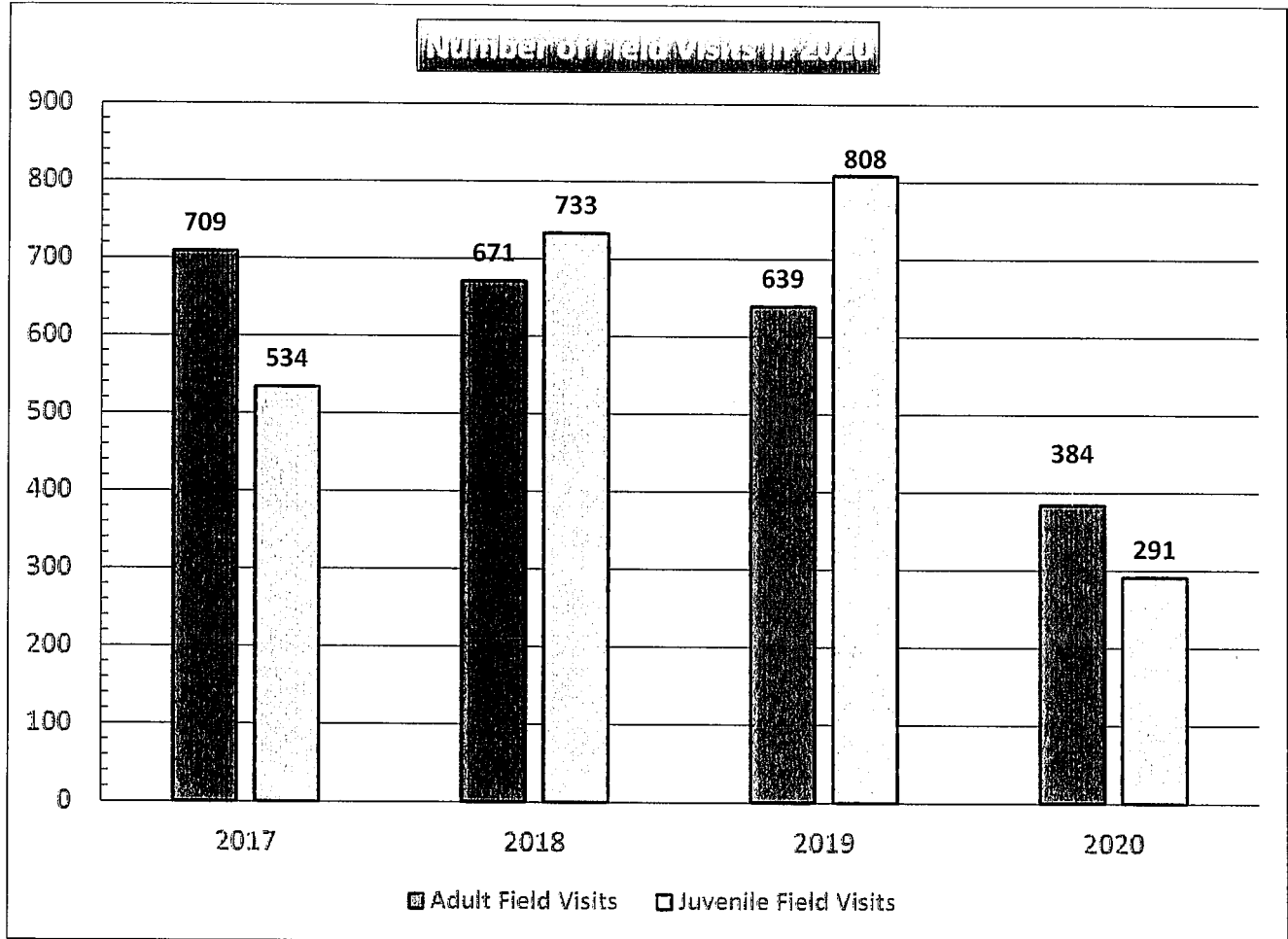
Juvenile Recidivism Within 2 Years of Discharge

As of 2020, 71% of the juvenile offenders placed on supervised probation with Chisago County Probation did not receive a new conviction or adjudication within two years of discharge from probation. Recidivism is calculated the same way for juveniles as it is for adults.



Field Visits | Vehicle Use

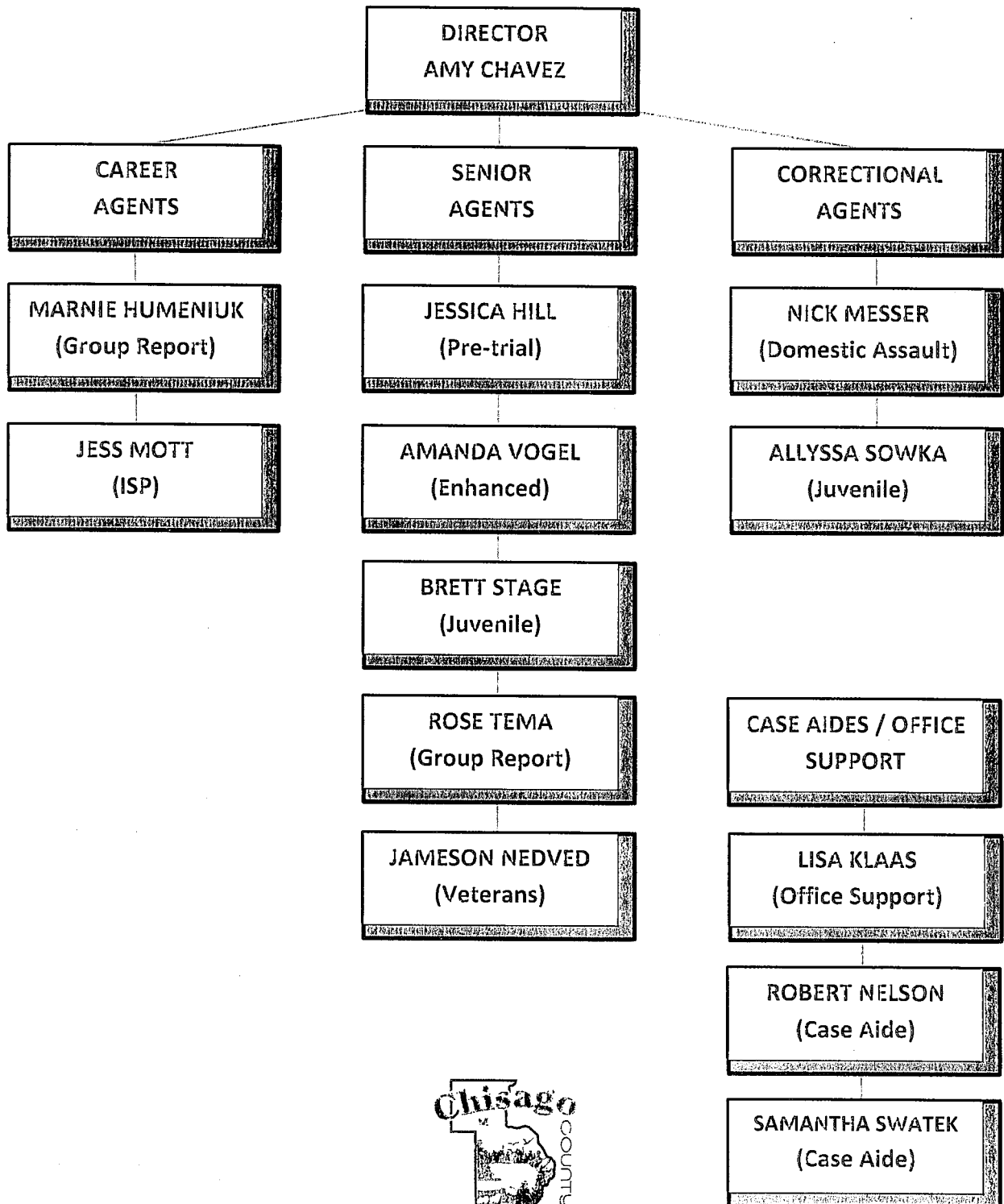
Field Visits



*COVID Pandemic necessitated a reduction in field contacts.



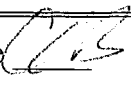
Organizational Chart





Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 13
Title of Item for Consideration: Biannual Grant Agreements for Continuation of State Funding for Probation Programs – REAM/Caseload Workload Reduction Grant	
Action Requested by: Amy Chavez, Director	Department: Probation
Previous Action on this Matter: Biannual approval of Support by the Board of Commissioners to apply for grants from the State Department of Corrections for funding for Probation programs.	
Background: Biannually, the Probation Department applies for continued grant funding from the State of Minnesota's Department of Corrections for the following two grant programs: • Remote Electronic Alcohol Monitoring Grant – designed to assist in making remote monitoring more affordable for offenders, thereby reducing use of limited jail space. • Probation Caseload/Workload Reduction Grant – designed to provide direct funding to counties for probation services. No local funding match is required for either of these grants, County Board approval is requested to apply for grants	
Attachment(s): • Request for proposal for remote electronic alcohol monitoring of DWI offenders-Fiscal years 2022-2023.	
Action Requested/Recommended: The County Board is respectfully requested to approve applying for the REAM and Caseload Workload grants through the Department of Corrections. The following motion is suggested; <i>“Move to approve applying for the REAM and Caseload Workload grants through the Department of Corrections.”</i>	
Implications of Action: Board approval at tonight's meeting will authorize the Probation Department to apply for biannual grants relating to probation services.	
Budget/Financial Implications: Neither grant requires a local funding match. The approved 2021 budget currently assumes receipt of some or all of these grant funds. Failure to apply for and receive such funds may require future departmental budget adjustments.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. ~~The County Attorney has approved as to form.~~	

<i>Administrator's Recommendation</i>			
Approve 	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Grant Application

Minnesota Department of Corrections Grants and Subsidies

Caseload/Workload Reduction Grant – Fiscal Year 2022-2023

Applicant Agency Legal Name and Address: Chisago County Probation Department 313 N. Main St. Suite #100 Center City, MN 55012 Agency Fiscal Management Office Address (if different): Chisago County Auditor's Office 313 N. Main St. Suite #271 Center City, MN 55012	Agency Director Name and Contact Information: Amy Chavez, Probation Director Telephone Number: 651-213-8357 Fax Number: 651-213-8351 Email Address: amy.chavez@chisagocounty.us Authorized Staff Name and Contact Information: Telephone Number: Fax Number: Email Address:
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Annual Grant Amount: <u>\$64,797.00</u>	Total for the Biennium: <u>\$129,594.00</u>
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Staff Covered with Caseload/Workload Grant	Full Time Equivalent (FTE)	
	FY2021 (current)	FY2022 (proposed)
Supervisor (s)		
Probation Officers	1 FTE - Amanda Vogel	1 FTE - Amanda Vogel
Case Aid (s)		
Support Staff		
Contract Services Employees		
Total FTE	1 FTE	1FTE

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

(an authorized staff can either be the director himself / herself or a County personnel that oversees the grant program and signs off on the Financial Status Reports (FSR) for the Department of Corrections)

Authorized Staff Name (print): Amy Chavez

Title: Director

Authorized Staff Signature: _____

Date: 1/21/2021

Please describe how Caseload/Workload funds helped your County with probation overcrowding.

The Chisago County Probation Department has participated in the caseload/workload reduction grant program since its implementation in 1996. At this time, the grant is funding a portion of a salary and fringe benefits of one full time Adult Probation Officer who is supervising an enhanced caseload.

Describe if your County still have problems with probation overcrowding. What are your current caseloads?

The Chisago County Probation Department has 9 full time Probation Officers, 2 full time Case Aides, an Office Support and a Director.

We have 1117 offenders with 1217 cases under supervision.

We supervise caseloads by risk level.

I have two case aides supervising an administrative caseload cases.

The director also supervises a caseload.

Activity Plan

Briefly describe Caseload/Workload staff positions and activities that: (a) will continue from previous year, (b) will change or be discontinued, and/or, (c) will be new in FY 2022-23.

1. Traditional Probation

Continuing positions/activities **The grant assists with the salary and benefits of one full time Probation Officer position. The grant does not cover the entire salary and benefits.**

b) Changes from last year - **None**

c) New positions/activities – **None**

d) Technology

a) Continuing activities - **None**

b) Changes from last year - **None**

c) New activities - **None**

e) **Contract Services**

a) Continuing positions/activities - **None**

b) Changes from last year - **None**

c) New positions/activities - **None**

f) **Prevention and/or Diversion Services**

a) Continuing activities - **None**

b) Changes from last year - **None**

c) New activities - **None**

Total Annual Budget – FY 2022-23

This budget details the proposed expenditure for one-year period. Please submit one annual budget for both fiscal year 2022 and 23 unless there are significant differences between the two fiscal years. All expenses must be plugged in the appropriate line items; and all costs should be rounded to the nearest dollar.
County support for caseload/workload positions in Column A is optional.

Line Item Expense	A County Funds	B DOC Funds	C Total Budget
Salaries	\$0.00	\$54,000.00	\$54,000.00
Fringe Benefits	\$0.00	\$10,797.00	\$10,797.00
Contract Services			
Staff Training			
Staff Traveling			
Telephone Services			
Office Supplies			
Equipment			
Other (specify)			
Totals	\$0.00	\$64,797.00	\$64,797.00

Explain each line item charged to the grant in the "Annual Budget Narrative" on page 7.

Annual Personnel Budget

This budget details personnel costs for one-year period. Please list all the staff that's fully or partially covered with this grant in the column "Position/Title". In the column "FTE", indicate the number of positions and/or the percentage of time each position spends providing services in the program. The third column is for the staff salaries only that are paid with this grant. Total the salaries at the bottom and this total should equal to the salaries indicated in the "Total Annual Budget" table on page 5.

Position/Title	FTE in this Program	Grant Funded Salaries only
1.0 Full Time Employee	Amanda Vogel – 100%	\$54,000.00
Total	1 FTE	\$54,000.00

This form can be reproduced if needed.

FTE ... list the amount of time each position spends in this program. For a full time, employee working 40 percent time in this program and 60 percent time in another program, that employee should be listed for 40 percent time only.

Annual Budget Narrative

This narrative is the explanation of the proposed budget on page 5, "Total Annual Budget". Please give details for each line item and show how expenses are estimated. List the line items in order as they appear in the table. The narrative includes an explanation of costs such as rate for mileage, fringe benefits (i.e. FICA, PERA, life and medical insurance, pension), contract services, fees, and a type of equipment etc.

Salary:

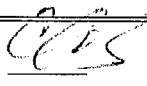
One Full Time employee, Probation Officer at \$54,000.00

Fringe Benefits:

\$10,797.00 insurance/FICA/PERA/Medicare per year.



Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 14	
Title of Item for Consideration: Truancy Supervision Grant		
Action Requested by: Amy Chavez, Director	Department: Probation	
Previous Action on this Matter: Annual request.		
Background: The Probation Department has been supervising truancy since the Fall of 2016. The department applies for this grant each year and the Collaborative has been very supportive of the department regarding truancy. The schools are extremely supportive and the department continues to work together to try and reduce the number of juveniles experiencing truancy problems. The Probation department continues to see an increased in the number of juveniles that are experiencing truancy problems, especially during the COVID pandemic. This grant assists the County with covering the juvenile probation officer's salary and benefits. The department also receives about 28% reimbursement from the Department of Corrections on this position, leaving the County responsibly for about 30% of the position. The probation officer works on prevention with juveniles and their families resulting in savings for the County in the future by addressing concerns early. Cost savings would be on probation caseloads, out of home placements and County resources.		
Action Requested/Recommended: The County Board is respectfully requested to approve the Probation department to apply for a yearly grant through the collaborative to assist with supervising truancy in the County. The following motion is suggested; <i>"Move to approve the Probation department to apply for a yearly grant through the collaborative to assist with supervising truancy in the County."</i>		
Implications of Action: If approved to apply for grant, it will assist with the salary of juvenile probation officer. Budget/Financial Implications: None at this time. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 15
Title of Item for Consideration: 2021 Probation Week	
Action Requested by: Amy Chavez, Director	Department: Probation
Previous Action on this Matter:	
Background: July 18-24, 2021 is National Pretrial, Probation, and Parole Supervision Week. It is a week to commemorate the important work done by community corrections around the world to keep our communities safe. Community corrections professionals are in a unique position to make real differences in people's lives. The theme for the week is "Restoring Trust - Creating Hope". Working together makes for stronger bonds between colleagues, community partners, and with those under supervision. Attachment(s): Proclamation	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: The County Board is respectfully requested to authorize the week of July 18th – July 24th as Probation week in Chisago County. The following motion is recommended; <i>“Move to proclaim July 18th – July 24th, 2021 as Probation Week in Chisago County.”</i>	
Implications of Action: By proclaiming July 18 – 24th as Probation Officer Week in Chisago County, the County's Probation Department is recognized for their achievements. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u><i>CVB</i></u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**Chisago County
Board of Commissioners
PROCLAMATION**

RESOLUTION NO. 21/0407-X

PROCLAMATION

**DECLARING JULY 18 – 24, 2021 AS
PROBATION, PAROLE AND COMMUNITY SUPERVISION WEEK
IN CHISAGO COUNTY**

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection and victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Chisago County Board of Commissioners, do hereby proclaim July 18-24, 2021 as Probation, Parole and Community Supervision Week in Chisago County and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

Chisago County Request For Board Action

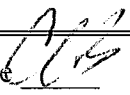
Meeting Date: April 7, 2021	Item Number: 16
Title of Item for Consideration: Joint Powers Agreements between DPS/BCA and Sheriff, County Attorney and Probation to access CJDN Communications System	
Action Requested by: Janet Reiter County Attorney, Sheriff Brandon Thyen, Amy Chavez, Director	Department: County Attorney, Sheriff's Office, Probation Department
Previous Action on this Matter: This is a renewal.	
Background: The Local Government agencies, including the Sheriff's Office, County Attorney's Office and Probation require access to certain information systems to conduct the work related to public safety. The Minnesota Department of Public Safety, Bureau of Criminal Apprehension maintain data or has access to other data repositories which the Sheriff's Office, County Attorney's Office and Probation Department entities wish to access. The Joint Powers Agreement (JPA) is the mechanism that will allow access to the data. The Court Data Subscriber Amendment authorizes the integration between the BCA and the Courts, further streamlining the access to the data. The County wishes to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection. Attachment(s): • State of MN Joint Powers Agreement • Court Data Services Subscriber Amendment to CJDN Subscriber Agreement • CJDN Fee Structure • Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve the Joint Powers Agreement between the County Attorney's Office, Sheriff's Office and Court Services for access to the CJDN Communications Network; and the Courts Amendment. The following motion is suggested: <i>"Move to approve the Joint Powers Agreement between the County Attorney's Office, Sheriff's Office and Court Services for access to the CJDN Communications Network; and the Courts Amendment."</i>	

Implications of Action: By approving the JPA and Court Amendment, the Chisago County public safety officials will have access to the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network.

Budget/Financial Implications: The Cost per agency is a minimum of \$50.00 per month with additional charges for remote access to the CJDN System; This is budgeted for by each of the three departments.

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Chisago on behalf of its Probation Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Director Amy Chavez
Address: Chisago County Government Center
313 N Main Street
Center City, MN 55012
Telephone: 651.213.8350
Email Address: amy.chavez@chisagocounty.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible 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 remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party 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 notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the County of Chisago on behalf of its Probation Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187905, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.

h. "Subscriber" shall mean the Agency.

i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

1. **VPN – Site-Site Connection directly to BCA**
2. **Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
3. **Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
4. **Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

Chisago County Board of Commissioners

RESOLUTION NO. 21/0407-X

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF CHISAGO ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF

WHEREAS, the County of Chisago on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Chisago on behalf of its County Attorney and Sheriff are hereby approved.

2. That the [title] -, [name] , or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

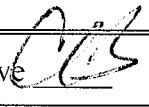
3. That the [title] -, [name] , or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, [name or position name] is appointed as the Authorized Representative's designee.

4. That Chris DuBose, the Chair of the County of Chisago Board of Commissioners, and Christina Vollrath, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.



Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 17
Title of Item for Consideration: Professional Services Contract with American Engineering Testing, Inc. for Engineering Services	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: None.	
Background: Public Works requires the assistance of American Engineering Testing, Inc., for subsurface work (corings, borings, GPR, etc) for highway projects. The County Engineer is requesting Board approval of the professional services contract. Attachment(s): Contract	
Action Requested/Recommended: The County Board is respectfully requested to approve the Professional Services Contract with American Engineering Testing Inc. for engineering services. The following motion is suggested: <i>“Move to approve the Professional Services Contract with American Engineering Testing Inc. for engineering services.”</i>	
Implications of Action: By approving the contract, Public Works willt work with AET to perform required subsurface work in order to design our highway projects Budget/Financial Implications: Contract services will be paid from 03-320-6273. The contract costs shall not exceed \$93,430.00. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve 	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and American Engineering Testing, Inc., 550 Cleveland Avenue, N., St. Paul, MN 55114-1804, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and,

WHEREAS, County is in need of geotechnical engineering services related for certain road construction projects contemplated for the 2021 construction season.

WHEREAS, the CONTRACTOR has submitted a proposal for geotechnical engineering services and therein represents that it is qualified, duly licensed and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on April 7, 2021, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until November 30, 2021 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS AND MERGER.** This professional services contract consists of this Professional and Technical Services Contract and the Acknowledgement and Agreement of Services dated March 15, 2021, which is attached hereto and incorporated herein as **Attachment A**. Together the contract constitutes the agreement of the parties. To the extent that terms of the Professional and Technical Services Agreement conflict with the terms contained in Attachment A, the terms of the Professional and Technical Services Contract shall prevail.
- III. **DUTIES and RESPONSIBILITIES OF COUNTY AND CONTRACTOR.**
 - A. The COUNTY shall perform those duties and responsibilities required of the COUNTY as set forth in the B, which is attached hereto and incorporated herein as **Attachment A**.
 - B. CONTRACTOR shall perform those duties and responsibilities required of the CONTRACTOR as set forth and described in **Attachment A**.

IV. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed Ninety-three Thousand Four Hundred Thirty and No/100 Dollars (\$93,430.00 pursuant to **Attachment A**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

V. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE
Public Works Director/County Engineer
Address: 31325 Oasis Road, Room 400, Center City, MN 55012
Telephone: (651) 213-8708
E-Mail: Joe.Triplett@chisagocounty.us
Fax: (651) 213-8772

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Megan J. L. Hoppe
Company: **American Engineering Testing, Inc**
Address: 550 Cleveland Avenue, N., St. Paul, MN 55114-1804
Telephone: (612) 685-6432
E-Mail: mhoppe@amengtest.com
Fax:

VI. CANCELLATION AND TERMINATION.

A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. **Termination for Insufficient Funding.** County may immediately terminate this 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 CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VII. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.

VIII. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

IX. **INSURANCE.** The CONTRACTOR will maintain through the performance of this contract insurance coverages in kinds and in minimum limits set forth in Section 9 of Attachment A. The CONTRACTOR will name the County as an additional insured as therein provided and place on file with the County certificates of insurance for coverages secured for purposes of this contract.

X. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XI. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any

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

- XII. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- XIII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against

County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVIII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XIV. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Remainder of Page Intentionally Left Blank. Signatures found on Page 7.)

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

APPROVED:

1. **CONTRACTOR – American Engineering Testing, Inc.**

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

By:
Title:
Date:

2. **COUNTY OF CHISAGO**

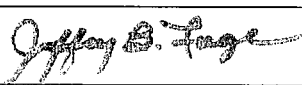
APPROVED:

By:
Title: Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER, COUNTY ATTORNEY, CHISAGO COUNTY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: 03/23/2021



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

Acknowledgment and Agreement of Services March 15, 2021

The services of American Engineering Testing, Inc., (AET) have been requested for the referenced projects below by Ben Hobert, Assistant Chisago County Engineer, on March 1, 2021.

Understood information from requesting party includes the following:

Client: Chisago County Public Works Department
Client Address: 313 N Main St., Room 400
Center City, Minnesota 55012

Client Contact: Mr. Ben Hobert – Assistant Chisago County Engineer
Ben.Hobert@chisagocounty.us

Service Extent/Communication: AET's services will be provided as listed below.

Chisago County CSAH 26
Per Rd to CSAH 37; 1.1 center line miles
Proposed Construction: Reconstruction (with realignment)
Published ADT: 610
Center City, MN

Scope of Services include the following:

- Perform 9 standard penetration test (SPT) borings at intervals of approximately 200 feet throughout the realignment segments. The borings will be performed to a depth of 10 feet, except at five locations, in suspected poor soil areas and near the proposed pond area, where the borings will be extended to depths of 20 feet.
- Perform 4 flight auger soil borings to a depth of 5 feet through the existing roadway to obtain samples for R-value testing of anticipated borrow material.
- Perform a 20-foot deep SPT boring with continuous sampling and install a piezometer with a locking cap at the proposed pond location. Measure the water level encountered during drilling and after piezometer installation. Subsequent water level readings are not included; however, piezometer abandonment and sealing will be performed when requested by the County.
- Stake or mark the boring locations, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. We anticipate that only traffic signage will be required during off-road drilling operations, and we anticipate using layout 16, a flagging operation, for the on-road borings.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples; several laboratory index tests to assist in soil classification; and one R-value test for subgrade strength estimating.
- Provide a geotechnical engineering report with the results of our field and laboratory observations and testing; as well as recommendations for subgrade preparation, embankment construction, and other items related to the roadway reconstruction and realignment.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$18,348.50. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County CSAH 19
CSAH 30 to Genesis Ave; 0.13 center line miles
Proposed Construction: Reconstruction
Published ADT: 2700
Stacy, MN

Scope of Services include the following:

- Perform 1 standard penetration test (SPT) boring to a depth of 10 feet with a pavement core and 1 flight auger soil boring to a depth of 5 feet to obtain samples for R-value testing.
- Stake or mark the boring locations, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. We anticipate using Layout 16, a flagging operation, during drilling field operations.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples; laboratory index tests to assist in soil classification; and one R-value test for subgrade strength estimating.
- Provide an engineering data report with the results of our field and laboratory observations and testing, including GPR and pavement core data collected on this segment of roadway in 2019 under AET Project No. 28-20100.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$3,803.50. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County Road 59
CSAH 30 to CSAH 9; 1.2 center line miles
Proposed Construction: Reconstruction (with new intersection at Forest Blvd.)
Published ADT: 60
Harris, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey in both directions of travel at a rate of 4 scans per foot.
- Perform 7 standard penetration test (SPT) borings to a depth of 10 feet. Three soil borings will be performed through the existing roadway, and four soil borings will be performed in the realignment sections at the intersection with Forest Blvd.
- Perform 3 flight auger soil borings to depths of up to 10 feet through the existing roadway to obtain samples for R-value testing.
- Mark boring locations, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during the drilling/coring field operations. Based on the published ADT, we anticipate that only traffic signage will be required.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples; laboratory index tests to assist in soil classification; and one R-value test for subgrade strength estimating.
- Provide a geotechnical engineering report with the results of our field and laboratory observations and testing; as well as recommendations for subgrade preparation, embankment construction, and other items related to the roadway reconstruction.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$10,127.50. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County Road 86
TH 95 to CSAH 26; 2.9 center line miles
Proposed Construction: Paving
Published ADT: 295
Shafer, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey in both directions of travel at a rate of 4 scans per foot.
- Perform 3 standard penetration test (SPT) borings to a depth of 20 feet in the southern end of the site.
- Perform 6 flight auger soil borings to a depth of 2 feet for GPR calibration.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. Based on the published ADT, we anticipate that only traffic signage will be required.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples and laboratory index tests to assist in soil classification; no additional R-value tests are proposed.
- Provide an engineering data report with the results of our field and laboratory observations and testing, including SPT borings and R-value test results collected on this segment of roadway in 2018 under AET Project No. 28-01334.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$7,829.00. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County CSAH 6
Chisago/Isanti County Line to CSAH 4; 1.9 center line miles
Proposed Construction: Reconstruction (Realignment-preliminary design)
Published ADT: 175
Stanchfield, MN

Scope of Services include the following:

- Perform 16 standard penetration test (SPT) borings at intervals of approximately 300 feet through most of the realignment area, with 100-foot spacing along the margins of the swamp crossing. In general, the borings will be performed to a depth of 10 feet, except at eight locations, either in suspected poor soil areas or larger cut areas, where the borings will be extended to depths of 20 feet.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. Based on the published ADT, we anticipate that only traffic signage will be required when performing soil borings near the existing roadway.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples; laboratory index tests to assist in soil classification; simple strength tests; and one R-value test for preliminary subgrade strength estimating.
- Provide a geotechnical engineering report with the results of our field and laboratory observations and testing; preliminary recommendations for subgrade preparation and embankment construction, including soft soil areas; and comments on additional sampling and testing needs prior to final design.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$20,045.00. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County Road 55
517th St to CR 56; 1.3 center line miles
Proposed Construction: Paving
Published ADT: 150
Rush City, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey in both directions of travel at a rate of 4 scans per foot.
- Perform 3 flight auger soil borings to a depth of 5 feet for GPR calibration and subgrade information.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. Based on the published ADT, we anticipate that only traffic signage will be required.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples and laboratory index tests to assist in soil classification; no R-value tests are proposed.
- Provide an engineering data report with the results of our field and laboratory observations and testing.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$4,804.00. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County Road 60
CSAH 10 to CSAH 9; 4.6 center line miles
Proposed Construction: Full depth reclamation
Published ADT: 215 to 415
Harris, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey on both directions of travel at a rate of 4 scans per foot.
- Obtain 9, 4-inch diameter pavement cores with flight auger borings extending 5 feet below the surface.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. We anticipate using Layout 16, a flagging operation, during coring field operations.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples and laboratory index tests to assist in soil classification; no R-value tests are proposed.
- Provide an engineering data report with the results of our field and laboratory observations and testing.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$10,335.00. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County Road 79
TH 95 to CR 71; 3.0 center line miles
Proposed Construction: Paving
Published ADT: 125
Palmdale, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey in both directions of travel at a rate of 4 scans per foot.
- Perform 6 flight auger soil borings to a depth of 5 feet for GPR calibration and subgrade information.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. Based on the published ADT, we anticipate that only traffic signage will be required.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples and laboratory index tests to assist in soil classification; no R-value tests are proposed.
- Provide an engineering data report with the results of our field and laboratory observations and testing.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$6,008.00. Actual costs will be based on unit rates multiplied by the units performed.

Chisago County CSAH 9
W of I-35 Bridge to CSAH 7; 4.0 center line miles
Proposed Construction: Unknown
Published ADT: 275
Harris, MN

Scope of Services include the following:

- Perform a Ground Penetrating Radar (GPR) survey on both directions of travel at a rate of 4 scans per foot.
- Obtain 8, 4-inch diameter pavement cores with hand augers through the aggregate base for GPR calibration.
- Perform 4 standard penetration test (SPT) borings to a depth of 10 feet to provide subgrade information.
- Mark boring locations on site, and clear public utilities through the Gopher State One Call System.
- Provide traffic control during field operations. We anticipate using Layout 16, a flagging operation, during drilling and coring field operations.
- Return the samples to the laboratory for visual/manual classification using the Unified and AASHTO Soil Classification Systems.
- Perform water content tests on all samples and laboratory index tests to assist in soil classification; no R-value tests are proposed.
- Provide an engineering data report with the results of our field and laboratory observations and testing.

Fees:

Our services will be performed on a time and material basis using the attached fee schedule. For the scope of services described above, we estimate fees of \$12,129.50. Actual costs will be based on unit rates multiplied by the units performed.

Total Fees:

As described above, our services will be performed on a time and material basis using the attached fee schedule. The total fee estimate for the scope of services defined above is **\$93,430.00**. Actual costs will be based on unit rates multiplied by the units performed.

Schedule:

Weather permitting; we anticipate the GPR testing can be completed within three weeks following authorization to proceed. The GPR testing will take approximately one to two days to complete. We anticipate the SPT soil borings, subgrade sampling, and pavement coring can be completed within four weeks of the GPR testing and take approximately two weeks to complete. We anticipate the laboratory testing and report can be completed within about three weeks after completion of the field work.

Please note that GPR testing cannot be performed in the rain or on wet pavements; therefore, additional time may be required.

Utilities:

Before we perform drilling or coring operations, we will contact Gopher State One Call Center to locate public underground utilities. Gopher State One Call Center does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The property owner is responsible for locating all private underground utilities and structures. Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Field Exploration Comments:

We will backfill the boreholes to comply with state requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

Accessing the boring locations may leave ruts in the ground. We assume the owner will perform any site restoration work. We have not included a fee for site restoration or tree cutting in our cost estimate.

Minnesota Department of Health Fees:

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fees for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

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The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

JOE TRIPLETT CHISAGO COUNTY PUBLIC WORKS

Property Owner's mailing address:

313 N. MAIN ST. ROOM 400 CENTER CITY, MN 55012

Environmental Concerns:

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions:

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance:

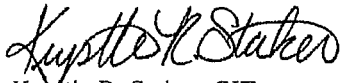
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

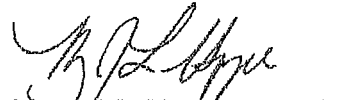
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Remarks

If you have any questions regarding this proposal, feel free to contact us. We look forward to the opportunity to assist you on these projects.

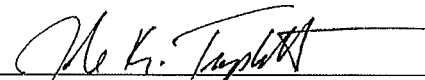
Sincerely,
American Engineering Testing, Inc.


Krystle R. Staker, GIT
Geologist I
kstaker@amengtest.com
Phone No.: (586) 850-9717


Megan J. L. Hoppe, PE (MN)
Senior Geotechnical Engineer
mhoppe@amengtest.com
Phone No.: (612) 685-6432

Attachments:
Fee Schedule
ACS417 Environmental/Geotechnical Service Agreement

PROPOSAL ACCEPTANCE AND AUTHORIZATION

Signature:  Date 3/16/21
Typed/Printed Name: JOE TRIPLETT
Company CHISAGO COUNTY PUBLIC WORKS

2021 GEOTECHNICAL FEE SCHEDULE

I. Personnel Hourly Rates

A. Administrative Assistant	72.00/hr.
B. Engr. or Env. Technician I	80.00/hr.
C. Engr. or Env. Technician II	93.00/hr.
D. Drill Technician/Geo Lab Technician	106.00/hr.
E. Engr. or Env. Technician III	114.00/hr.
F. Engineering Assistant	124.00/hr.
G. Engineer I/Geologist I	137.00/hr.
H. Engineer II/Geologist II/Sr. Engr. Assistant	157.00/hr.
I. Senior Engineer/Geologist	180.00/hr.
J. Principal Engineer/Geologist	220.00/hr.
K. Principal of Firm	240.00/hr.

II. Vehicle Mileage

A. Personal Automobile/Truck	0.75/mile
B. Auxiliary Truck Vehicle	1.00/mile
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile
D. Truck with Warning Sign/Crash Trailer	1.20/mile
E. 1-ton Truck with Drill Rig	1.20/mile
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile
G. CPT Truck Rig (20-ton push capacity)	1.60/mile
H. Tractor/Lowboy Trailer	1.80/mile

III. Equipment Rental

A. Drill Rig Rental	
1. Rotary Drill on 1-ton Truck	82.00/hr.
2. Rotary Drill on 1½ to 2½-ton Truck	92.00/hr.
3. Rotary Drill on All-Terrain Vehicle	125.00/hr.
4. Portable, Non-rotary Rig	92.00/hr.
B. Auxiliary/Specialty Vehicle Rental	
1. Auxiliary Truck Vehicle	25.00/hr.
2. Truck with Warning Sign/Crash Trailer	45.00/hr.
3. Truck with Coring Equipment	61.00/hr.
C. Cone (CPT) Rig/Equipment Rental	
1. CPT Rig (Truck or ATV)	163.00/hr.
2. Electronic Cone w/Computer	50.00/hr.
3. Soil Sampler	8.00/hr.
4. Water Sampler	22.00/hr.
D. Miscellaneous Equipment Rental	
1. Field Vane Shear	335.00/day
2. Field Electrical Resistivity	265.00/day
3. Field Seismic Shear Wave (ReMi)	435.00/day
4. Inclinator Reading Equipment	350.00/day
5. Electronic Transducer Reading	180.00/day
6. Bore Hole Permeability	
a. Open End Casing Method	140.00/day
b. HQ Wireline Packer	350.00/day
7. Borehole Pressuremeter	80.00/hr.
8. Iowa Borehole Shear Tester	335.00/day
9. Double Ring Infiltrometer	275.00/day
10. GPS Mapping System	20.00/hr.
11. Pile Driving Analyzer (PDA)	750.00/day
12. Calibrated SPT Rod	230.00/day
13. Pile Integrity Test (PIT)	360.00/day
E. Geotechnical Software Rental	
1. Geo Studio Finite Element	85.00/hr.
2. CAPWAP	50.00/hr.
3. AutoCAD or Microstation	40.00/hr.
4. Wave Equation (WEAP)	35.00/hr.
5. LPILE or GROUP	35.00/hr.
6. Slope Stability (ReSSA)	35.00/hr.
7. Stabilized Earth Slopes & Walls	35.00/hr.
8. Settlement (FoSSA)	35.00/hr.

F. Bit Wear- Rock Coring

1. Diamond Bit - Sedimentary Rock	
a) B, NQ	16.00/foot
b) HQ	16.00/foot
2. Diamond Bit - Metamorphic & Igneous	
a) B, NQ	22.00/foot
b) HQ	25.00/foot

IV. Laboratory Tests of Soil

A. Water Content	hourly
B. Dry Density (includes water content)	60.00/test
C. Atterberg Limits (ASTM:D4318)	
1. Plasticity Index	125.00/test
2. Liquid Limit or Plastic Limit Separately	110.00/test
D. Sieve Analysis (includes -#200)	112.00/test
E. Hydrometer Analysis (sieve included)	215.00/test
F. Thermal Resistivity w/Proctor (ASTM:D5334)	
1. As Received and Oven Dried (2 pts)	1000.00/test
2. Dry Out Curve (4 pts)	1245.00/test
G. Electrical Resistivity (ASTM:G57-Soil Box)	107.00/test
H. Corrosion/Concrete Attack Series*	price upon request
I. Consolidation (up to 32 tsf)	
1. With P-e curves only	510.00/test
2. With P-e curves, time curves	630.00/test
J. Unconfined Compression (incl. wc/density)	110.00/test
K. Hand Penetrometer	15.00/test
L. Organic Content of Soil	78.00/test
M. Topsoil Borrow Test (Mn/DOT 3877)	300.00/test
N. R-value (Hveem Stabilometer)	410.00/test
O. California Bearing Ratio	
1. Granular	650.00/test
2. Cohesive	740.00/test
P. Proctor Tests (Methods A or B)	
1. Standard	150.00/test
2. Modified	160.00/test

*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).

V. Expenses

A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%

The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.

Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET's Services. If new information becomes available during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 20 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 21 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 22 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 23 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 24 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 HUB International Mountain States Limited 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company 25623 INSURER B: The Travelers Indemnity Company of America 25666 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: The Travelers Indemnity Company 25658 INSURER E: Continental Casualty Company 20443 INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		P630539K8896PHX21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		8102L6457122043G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CUP3K2260092043	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB9H9151012043G	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY		ECH254066939	1/1/2021	1/1/2022	EACH CLAIM 10,000,000
E	RETRO 7-2-87		ECH254066939	1/1/2021	1/1/2022	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@amengtest.com

CERTIFICATE HOLDER

CANCELLATION

Illustration Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Engineering Testing, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 Cleveland Ave. N.

6 City, state, and ZIP code

St. Paul, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 1/1/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 18
Title of Item for Consideration: Right-of-Way Plat for CSAH 26 Resolution	
Action Requested by: Joe Triplett, P.E.	Department: Public Works
Previous Action on this Matter: At the March 17 th , 2021, Chisago County Board meeting, the Board approved the re-alignment of right-of-way for CSAH 26 between Highway 8 and CSAH 37.	
Background: Chisago County Surveyor Paul Gibson requests approval of the Right-of-Way Plat Resolution to prepare the plat Right-of-Way plat for CSAH 26 re-alignment between State Highway No. 8 and CSAH No. 37.	
Attachment(s): Resolution	
Action Requested/Recommended: The County Board is respectfully requested to approve a Right-of-Way plat for CSAH 26 re-alignment between State Highway No. 8 and CSAH No. 37. The following motion is suggested:	
<i>“Move to approve the Right-of-Way plat for CSAH 26 re-alignment resolution between State Highway No. 8 and CSAH No. 37.”</i>	
Implications of Action: Approval of the resolution allows the plat to be purchased and realignment to proceed.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**Chisago County
Board of Commissioners**

**RESOLUTION NO. 21/0407-X
HIGHWAY RIGHT OF WAY ACQUISITION FOR RECONSTRUCTION AND
RE-ALIGNMENT OF C.S.A.H. NO 26**

BE IT RESOLVED, that the County Highway Engineer and County Surveyor are hereby authorized to prepare a plat for highway right of way acquisition for reconstruction and re-alignment of C.S.A.H. No 26, CP 13-626-008 located between State Highway No. 8 and C.S.A.H. No. 37 in Center City, Minnesota.

Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 19	
Title of Item for Consideration: Reimbursement Agreement for County Road 68 Improvements		
Action Requested by: Joe Triplett, P.E.	Department: Public Works	
Previous Action on this Matter: None.		
Background: As a part of a development along County 68 in North Branch, there are infrastructure improvements that Public Works and the City of North Branch are going to require the Developer to construct. Public Works is requesting the Developer to construct turn lanes just outside of their development area in order to match up with the proposed development improvements and increase the safe operation of the highway. As this is not part of the development, this work is at the County's expense. Now would be the time to make these intersection improvements along with the development. This agreement allows the County to reimburse the Developer for our costs. Attachment(s): Agreement		
Action Requested/Recommended: The County Board is respectfully requested to approve Reimbursement Agreement for County Road 68 Improvements. The following motion is suggested: <i>"Move to approve Reimbursement Agreement for County Road 68 Improvements."</i>		
Implications of Action: Approval of this agreement will allow the County to move forward and construct the improvements. Budget/Financial Implications: Agreement allows for County participation in the items spelled out in the agreement. Work to be paid out of the 03-330-6273 Account. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

**REIMBURSEMENT AGREEMENT BETWEEN COUNTY OF CHISAGO
AND FALCON APARTMENTS OF NORTH BRANCH, LLLP**

The County of Chisago, a Minnesota body corporate and politic, located at 313 North Main St., Center City, MN 55012 (the "**County**") and Falcon Apartments of North Branch, LLLP, a Minnesota limited liability limited partnership with address of 17018 Commercial Park Rd, Brainerd, MN 56401 (the "**Developer**") (together referred to herein as the Parties) enter into this Reimbursement Agreement effective as of March 31, 2021 (the "**Effective Date**"), together referred to herein as the "**Parties**."

RECITALS

- A. Developer owns the property located in the City of North Branch, Minnesota (the "**City**") legally described as Lots 1, 2, 3 and 4, Block 1, Falcon Apartments, Chisago County, Minnesota (the "**Property**").
- B. The Property located adjacent to Falcon Avenue also known as Chisago County Road No. 68 ("**Falcon Avenue**") between 385th Street and 383rd Street in the City.
- C. Developer intends on developing the Property into a multifamily residential development including certain public and private road and utility improvements (the "**Development**").
- D. As part of the Development, Developer intends on constructing turn lanes and other improvements within the Falcon Avenue right-of-way (the "**Falcon Avenue Improvements**") as shown on those certain plans prepared by Campion Engineering Services, Inc. dated March 23, 2021 (the "**Plans**").
- E. Developer has entered into a Development and Subdivision Agreement dated March 24, 2021 with the City regarding the Development and construction of the Falcon Avenue Improvements (the "**City Development Agreement**").
- F. In order for the Developer to construct and match the road improvements to County Highway 68 north of 383rd Street as required in the City Development Agreement, improvements are required to be constructed on County Highway 68 south of 383rd Street. The County has requested that Developer construct turn lanes and other improvements on Falcon Avenue south of 383rd Street as shown on the Plans (the "**County Road Improvements**") and in conjunction with and as part of Developer's construction of the Falcon Avenue Improvements.
- G. The County has determined that the cost to the County in reimbursing Developer for constructing the County Road Improvements is less than it would cost the County to construct the County Road Improvements through a public contract and has agreed to reimburse Developer for the actual costs to construct the County Road Improvements as provided in this Agreement and Exhibit A.

In consideration of the Parties' mutual covenants and representations in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Construction of County Road Improvements.** In conjunction with its construction of the Falcon Avenue Improvements, the Developer shall construct the County Road Improvements according to the Plans and the City Development Agreement. The specifications of the Plans are a requisite of this Agreement and the quality, materials, workmanship and cost, shall conform to the Plans and will be enforced as if set forth in this Agreement in their entirety. Developer shall have the continual responsibility to maintain such improvements during construction.
2. **Inspection and Conformance with Specifications.** The County or its agents or designees, shall have reasonable right of inspection during the construction of the County Road Improvements and, in the event of a variance from the Plans, the County shall alert the Developer in a timely manner to allow the Developer to correct the variance or non-conformance with the Plans. No act or omission by the County related to inspection and enforcement of conformance with the specifications of the Plans shall diminish the Developer's obligation under Section 5 below.
3. **Ownership of County Road Improvements.** Following completion of the County Road Improvements and the County's inspection of such improvements to confirm that they were constructed in conformance with the Plans, such improvements shall become County property without further notice or action. In the event the County's inspection of the initial completion of the County Road Improvements do not conform to the Plans, the County shall provide Notice to the Developer of the deficiencies and the Developer shall correct the variance or deficiencies and bring the County Road Improvements to conformance with the Plans at the Developer's own expense. Once the County has accepted the Falcon Avenue Improvements, ongoing maintenance shall be the responsibility of the County.
4. **County's Reimbursement of Construction Costs.** The County shall reimburse Developer for all of Developer's third party, actual construction expenses incurred to construct the County Road Improvements. The estimated costs of such improvements is \$122,540, as shown in **Exhibit A**. The County shall pay in full all any invoice submitted to the County by Developer, for which there is no identified reasonable dispute or objection, for such work within 35 days after receipt of Developer's invoice, including reasonably detailed statements or documentation regarding such costs. Invoices not paid within 35 days after receipt shall accrue interest at the rate of 8% per year.
5. **Insurance.** The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

(a) The County reserves the right, following written notice and 10 days to cure, to rescind any Contract not in compliance with these insurance requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

(b) General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

(c) Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 for any number of claims out of a single occurrence; and not less than \$3,000,000 aggregate.

(d) Chisago County shall be named as an additional insured for all insurance coverages.

(e) The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Developer.

(f) In the event the Developer or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

6. **Indemnification.** Except as may be caused by the negligence or willful misconduct of the County or its employees, Developer shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in who or in part from any actor or omission of Developer's, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expense in connection with such claims, actions, demand and judgments, irrespective of whether it is alleged, claimed or proven to be in connection with such act or omission that negligence of the county or its representatives cause or contributed thereto.

(a) Developer agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Section 5.

(b) This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages

7. **Notices.** Notices, communication, all official notices or questions arising under this Agreement shall be directed to:

The County:
Joe Triplet, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012

The Developer:
Steve Kuepers, Chief Manager
17018 Commercial Park Rd.
Brainerd, MN 56401

8. **Binding Effect and Survivability of Terms.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors or assigns. Terms which will survive the County's payment to the Developer for the County Road Improvement specifically includes: Section 5 – Indemnification;

9. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to its subject matter and there are no other representations, understandings or agreements between the Parties relative to such subject matter.

10. **Amendment.** No amendment or modification to the Agreement shall be valid until in writing and signed by both Parties to this Agreement.

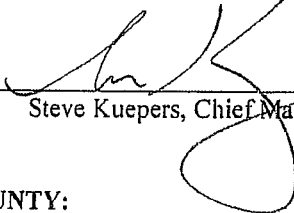
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and emailed pdf signatures shall be sufficient for all purposes.

[Signature page follows]

DEVELOPER:

Falcon Apartments of North Branch, LLLP

By: Falcon Apartments of North Branch, LLC, Its General Partner

By: 
Steve Kuepers, Chief Manager

COUNTY:

By: _____

Chair - Chisago County Board of Commissioners

Date: _____

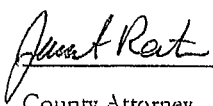
Attest: _____

Clerk to the Board

Date: _____

Reviewed as to form:

County Department Head:


County Attorney

dated: 3/31/21

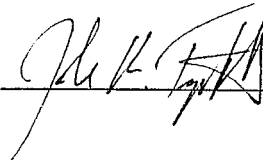

dated: 3/31/21

EXHIBIT A

COUNTY ROAD 68 (FALCON AVE) IMPROVEMENTS - SOUTH OF 383RD ST
KUEPERS, INC
CES PROJECT NO. 20-033
MARCH 23, 2021

CR 68 (FALCON AVENUE) IMPROVEMENTS CONTRACT ITEM	UNITS	EST QUANT	UNIT PRICE	TOTAL
6" Cl. 5 Aggregate Base, In Place	SY	1300	\$ 9.00	\$ 11,700.00
4" Cl. 2 Aggregate Shoulder, In Place	SY	240	\$ 6.00	\$ 1,440.00
12" Select Granular	SY	1300	\$ 9.00	\$ 11,700.00
2" Bituminous Wear Course - SPWEB340B	SY	1050	\$ 12.00	\$ 12,600.00
2" Bituminous Base Course - SPNWB330B	SY	1050	\$ 11.00	\$ 11,550.00
2" Bituminous Leveling Course - SPNWB330B	SY	810	\$ 11.00	\$ 8,910.00
Tack Coat	GAL	130	\$ 3.50	\$ 455.00
Remove and Relocate Sign	EACH	1	\$ 250.00	\$ 250.00
Street Sign - R3-30ACA 54"x30"	EACH	1	\$ 600.00	\$ 600.00
Remove 24" RCP FES	EACH	1	\$ 500.00	\$ 500.00
Extend Existing 24" RCP	LF	8	\$ 75.00	\$ 600.00
24" RCP FES	EACH	1	\$ 2,000.00	\$ 2,000.00
Traffic Control	LS	0.5	\$ 12,000.00	\$ 6,000.00
Striping/Pavement Marking	LS	0.5	\$ 30,000.00	\$ 15,000.00
Remove Bituminous	SY	320	\$ 10.00	\$ 3,200.00
Remove Pavement Markings	LS	0.5	\$ 8,000.00	\$ 4,000.00
Saw Cut Bituminous Pavement (Full Depth)	LF	1040	\$ 2.00	\$ 2,080.00
Random Rip Rap Cl. 3	CY	15	\$ 75.00	\$ 1,125.00
Silt Fence	LF	1040	\$ 2.00	\$ 2,080.00
Restoration	ACRE	0.7	\$ 1,500.00	\$ 1,050.00
Common Excavation	CY	350	\$ 22.00	\$ 7,700.00
Subgrade Excavation	CY	650	\$ 20.00	\$ 13,000.00
Grading	LS	0.5	\$ 10,000.00	\$ 5,000.00
TOTAL SCHEDULE F- CR 68 IMPROVEMENTS				\$ 122,540.00



Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 20
Title of Item for Consideration: Request to Convene Chisago County Ditch Authority	
Action Requested by: Joe Triplett, P.E.	Department: Public Works Department
Previous Action on this Matter: None.	
Background: It is requested that the Chisago County Ditch Authority convene a meeting at the April 21 st Board of Commissioners meeting to consider the temporary dewatering into a ditch.	
Attachment(s): Notice	
Action Requested/Recommended: The County Board is respectfully requested to convene the Chisago County Ditch Authority at the April 21 st Board of Commissioners meeting. The following motion is suggested;	
<i>“Move to approve convening the Chisago County Ditch Authority at the April 21st meeting.”</i>	
Implications of Action: Board approval will convene the Chisago County Ditch Authority at the April 21 st Board of Commissioners meeting.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



COUNTY OF CHISAGO

COUNTY ADMINISTRATOR

Chisago County Government Center
313 North Main Street Room 174
Center City, MN 55012-9663
Phone: 651-213-8830 Fax: 651-213-8876

NOTICE OF MEETING CHISAGO COUNTY CHISAGO COUNTY DITCH AUTHORITY

The Chisago County Board of Commissioners will be seated as the Chisago County Ditch Authority on Wednesday, April 21st, 2021 at 7:00 p.m. to discuss the temporary dewatering of public ditch at the Chisago County Government Center, 313 N. Main St., Center City, MN 55012 in the Boardroom.

For further information, contact:

Clerk of the County Board at 651 213-8877 or chase.burnham@chisagocounty.us

Posted: 4/8/2021

Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 21
Title of Item for Consideration: Installing HVAC reheats at the Center City PW Building	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Approved in the 2021 Facility CIP, and Funds Transferred from the Building Capital Fund, approved by Budget and Finance Committee.	
Background: For many years there have been significant issues with the heating and cooling at the Center City Public Works Administration building. In 2019, the County replaced a failing heating and cooling unit as the 1st phase of repairs to the HVAC system at this facility. The 2nd phase was the installation of reheats in the admin / engineering building. The original design never worked as it was supposed to, the area continually experiences large temperature swings. During the discovery part of this project, it was found that there were not any real VAV air control boxes, however what was found was a "homemade baffle" system that is unable to properly control the air flow. To correct this, and in the end to provide a building that is more efficient managing the heating and cooling and provide a much better controlled environment for the employees, the County needs to install HVAC VAV air control boxes with reheat capability. The window air curtains need to be moved and isolated on their own zone as part of this project. There was \$60,000.00 of funding approved in the 2020 capital budget for this project, there will also need to be \$36,000.00 transferred out of the building capital fund to cover the total costs. Attachment(s): • Quote from Vendor	
Action Requested/Recommended: The County Board is respectfully requested to approve the purchase orders for an HVAC reheat project at the Center City PW Building and an authorization of the Auditor's Department to transfer \$36,000 from the County Building Capital Fund for this project. The following motion is suggested: <i>"Move to authorize the D.E.S. Director to issue purchase orders for HVAC reheat project at the Center City PW building for a total cost of \$96,644.00, this includes authorizing the Auditors department to transfer \$36,000.00 from the county building capital fund for this project."</i>	
Implications of Action: This will provide a more energy efficient building and provide a better working environment for the employees. Budget/Financial Implications: Budgeted for in the approved 2021 Facility CIP, and B&F approved fund transfer from the building capital fund	

Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve _____

Deny _____

Other CIS

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Public Works VAVs/Reheats

Honeywell

Honeywell International
1985 Douglas Drive N.
MN10-181A
Golden Valley, MN 55422

Quote Date: 4-Feb-2021

Quote Number: NEX-1260073-155091

Honeywell Professional: Aron K Peters

Site: Chisago County Highway Garage
31325 Oasis Road
Center City, MN 55012

Customer: Chisago County Highway Garage
31325 Oasis Road
Center City, MN 55012

Contact: Jon Eckel
Phone: 651-485-4535
Email: Jon.Eckel@chisagocounty.us

Contact:
Phone:
Email:

OVERVIEW OF SCOPE

Honeywell shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

Honeywell International proposes to provide Honeywell Comfort Point Open Controls. The system to be provided herein shall consist of Direct Digital Controllers ("DDC") and all associated field devices with ancillary components as identified below. All integration will be performed in and require BACnet compatible hardware, where provided by others. Honeywell International will provide engineering submittals (hardware, software and graphics), for the below listed equipment as required to implement this scope of work. Work includes providing the DDC controllers, field wiring, terminations, programming of DDC controllers, graphics work and sequence testing.

Includes:

- Furnish and install fourteen (14) Titus DESV VAV's with control enclosure, EcoShield liner (no fiberglass), fused disconnect, 24V transformer for electric reheat, Lynergy SCR controller, electric reheat.
- Furnish and install required duct adapters to connect new VAV boxes to existing duct work.
- Split existing open bay office into four (4) separate zones with two (2) additional VAV boxes. Two (2) exterior zones that serve the outer walls. Two (2) interior zones that serve the inner office space.
- Upsize the VAV box in conference to provide additional air.
- Provide test and balance to ensure proper air flow distribution.
- Reconfigure Trane RTU sequence for VAVs with reheats to limit cycling and supply fan output.

CLARIFICATIONS / EXCLUSIONS

- Honeywell will not proceed with any work (engineering, material ordering, on-site rough in, etc.) without a fully executed contract.
- Honeywell shall be entitled to an equitable extension of time to perform its work and appropriate additional compensation to the extent its work is affected, delayed, and/or hindered because of any cause relating to the Covid-19 pandemic.
- Due to implementation of the United States and other tariffs on certain imported products, Honeywell may incur unplanned price increases from our suppliers and/or subcontractors. As a result, Honeywell's proposal pricing is subject to change once you accept our proposal and/or present a purchase order to Honeywell. At the award date, Honeywell will confirm the proposal price or present the pricing change, and will obtain your acceptance, prior to commencement of any work under this project. Honeywell reserves the right to negotiate mutually acceptable scope of work, terms and conditions of the ensuing subcontract.
- Excludes any construction work i.e. removal of office furniture, replacement of ceiling tiles, painting/patching etc.

QUOTATION TOTAL: \$96,644.00

THIS QUOTATION is valid for 30 days.
Sales tax, if applicable, will be invoiced separately.
Use tax, if applicable, is included in the price.
Currency: USD

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell **\$24,161.00 or 25% of the Price**. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

To accept this proposal, simply sign the document and return together with an official purchase order to either the issuing engineer or via post/fax to the address listed above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.



Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 22
Title of Item for Consideration: Adding Sound Deadening Materials to the Probation Interview Rooms	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: The original funds for the remodel were from COVID County CARES funds.	
Background: The Probation Department is requesting that sound deadening materials be installed in the new Probation interview rooms. These 4 rooms are located in the hallway that leads up to the Probation front service window. 2 quotes were obtained, the lowest price is recommended. The costs are: \$1,800.00 to Mann Brothers Solutions for supply and install of sound batting. The vender also recommends installation of white noise generators in each room and door sweeps, the estimated cost is \$700.00. Additionally, electrical work will need to be completed for an estimated cost of \$1,250.00. Total project estimated cost is \$3,750.00. This cost is not in any budgets at this time, a funding source needs to be determined. Attachment(s): Quote from Mann Brothers Solutions	
Action Requested/Recommended: The County Board is respectfully requested to approve. The following motion is suggested: <i>“Move to authorize the Enterprise Services Director to issue purchase orders for the Probation interview room sound deadening project with Mann Brothers Solutions.”</i>	
Implications of Action: This work will reduce the noise from the interview rooms and create greater privacy in the interview rooms. Budget/Financial Implications: This project needs a funding source. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



Mann Brothers Solutions LLC

Main Office MN
21663 Cedar Ave
Lakeville MN 55044
www.mannbrosusa.com
1-800-474-0184

Florida Office
6640 Estero Blvd, Unit 402
Fort Myers Beach, FL 33931

REDUCING UTILITY COSTS - ONE BILL-AT-A-TIME

Buyer's Name: WARD BROWN
Address: 313 N Main St City: Central City State: MA Zip: 55012
Phone: _____ Cell: 651-434-6881

GOODS OR SERVICES	TERMS OF SALE	LABOR
Product Sold <u>Commercial Sound</u>	SALES PRICE: <u>\$1800</u>	
Home Sq. Ft. <u>2100</u> install	TAX: _____	
Garage Sq. Ft. _____	BALANCE: <u>\$1200</u>	
Other Sq. Ft. _____	DOWN PYMT: <u>\$600</u>	
TOTAL SQ. FT. <u>6000 SF</u>	Paid by Chk #: _____ CC: _____ Cash: _____	
Other: _____ \$	AMT DUE: <u>\$600</u>	
	Paid in full with order \$ _____ YES	

NOTICE TO BUYER

You, the buyer, may cancel this transaction any time prior to midnight of the third business day after the date of this transaction - see the attached "notice of cancellation" form for an explanation of this right.

I understand this right
() 3rd Business day following this order

Installation Options

Option #1

Day _____ Date _____ Approx. time _____

Option #2

Day _____ Date _____ Approx. time _____

Buyer's Signature _____ Date _____

Co-buyer's Signature _____ Date _____

Seller's Signature [Signature] Date 3/8/21

ORD

Chisago County Request For Board Action

Meeting Date: April 7, 2021	Item Number: 23
Title of Item for Consideration: 2021 Emergency Management Performance Grant	
Action Requested by: Scott Sellman, Emergency Mgmt. Director	Department: Sheriff's Office, Emergency Management
Previous Action on this Matter: This grant has been presented and approved the last 8 years.	
Background: This match grant has been awarded to Chisago County Emergency Management from the State on MN, Homeland Security Emergency Management to assist with Emergency Manager Scott Sellman's wages. This grant covers half of the wages for the Emergency Manager.	
Attachment(s): 2021 Emergency Management Performance Grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept 2021 Emergency Management Performance Grant. The suggested motion is as follows:	
"Move to accept the 2021 Emergency Management Performance Grant."	
Implications of Action: Approving this grant will financially assist Chisago County Emergency Management.	
Budget/Financial Implications: This grant will cover half of Chisago County's Emergency Manager's wages. The remaining portion of the wage is matched and already budgeted in the Emergency Management budget.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	Grant Program: 2020 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2020-CHISAGCO-015
Grantee: Chisago County 313 North Main Street Center City, MN 55012-7700	Grant Contract Agreement Term: Effective Date: 01/01/2020 Expiration Date: 04/30/2021
Grantee's Authorized Representative: Chisago County Emergency Management ATTN: Scott Sellman – Emergency Management Director 15230 Per Road Center City, MN 55012-7726 Phone: 651-213-6313 E-mail: scott.sellman@chisagocounty.us	Grant Contract Agreement Amount: Original Agreement \$ 30,672.00 Matching Requirement \$ 30,672.00
State's Authorized Representative: Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2020-EP-00006 State Funding: None Special Conditions: Period of performance for eligible activities is 1/1/2020 to 12/31/2020 in accordance with the federal DPS/HSEM FFY-2020 EMPG FEMA Work Plan.

Under Minn. Stat. § 299A.01, Subd 2-(4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Grant Contract Agreement

Page 2 of 2

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Miss. Stat. § 16.1.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2020-CHISAGCO-015 PO# 3000071953

Project No. (indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form *Grant Recd*
3/31/2021

Distribution: DPS FAS
Grantee
State's Authorized Representative

2020 (EMPG) Emergency Management Performance Grant

Organization:
Chisago County

Budget Summary (Report)

EXHIBIT A
A-EMPG-2020-CHISAGCO-015

Budget		
Budget Category	Award	Match
Organization		
EM Wages	\$30,672.00	\$30,672.00
Total	\$30,672.00	\$30,672.00
Total	\$30,672.00	\$30,672.00
Allocation	\$30,672.00	\$30,672.00
Balance	\$0.00	\$0.00

Chisago County Request for Board Action

Meeting Date: April 7, 2021	Item Number: 24
Title of Item for Consideration: Sub-Grant Agreement with the Metropolitan Emergency Services Board	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: Pursuant to MN State Statute 403.03, and effective July 1, 2021, all Public Safety Answering Points in the State of MN must implement a telephone cardiopulmonary resuscitation program, with accredited and ongoing staff training. To facilitate compliance with the new statute, the MN Dept. of Public Safety division of Emergency Communication Networks was awarded a grant (ECN-MESB Grant Contract agreement #A-DECN-TCPR-2021-MESB-2) to be used solely for the purpose of T-CPR staff training. Chisago County Emergency Communications Center has been awarded a sub-grant in the amount of \$686.00. This will be used in the following manner: (14) Chisago County Emergency Telecommunicators will complete an online accredited T-CPR certification training.	
Attachment(s): 2021 TCPR Grant Program overview - MNDPS & MESB T-CPR grant agreement - Chisago County TCPR grant	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the acceptance of the T-CPR Sub-grant. The suggested motion is as follows: <i>“Move to approve the acceptance of the DECN/MESB T-CPR sub-grant in the amount of \$686.00.”</i>	
Implications of Action: Chisago County Emergency Communications Center will be in full compliance with new MN State Statute 403.03 prior to the impending deadline of July 1, 2021.	
Budget/Financial Implications: Full compliance will be obtained by acceptance of the mentioned sub-grant in the amount of \$686.00 (\$49.00 for each of the 14 emergency telecommunicators).	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Grant Program Overview: T-CPR Training Grant Program

March 23, 2021

Introduction

The Minnesota Department of Public Safety division of Emergency Communication Networks (DPS-ECN) has approximately \$306,000 in T-CPR Training Grant Program funding available to reimburse eligible Public Safety Answering Points (PSAPs) for training expenses related to achieving compliance with SECB Standard 911-3 (Telephone CPR Statewide Operational Standard) and the Telephone Cardiopulmonary Resuscitation (T-CPR) provisions of Minnesota State Statute 403.03 (911 Services To Be Provided).

Eligible Applicants

- Metropolitan Emergency Services Board
- Southeast Minnesota Emergency Communications Board
- South Central Minnesota Emergency Communications Board
- Southwest Minnesota Emergency Communications Board
- Central Minnesota Emergency Services Board
- Northwest Minnesota Emergency Communications Board
- Northeast Minnesota Emergency Communications Board
- Minnesota State Patrol
- Secondary PSAPs receiving 9-1-1 call transfers

Funding

Applicants may use T-CPR Training Grant Program funding to reimburse eligible PSAPs for the costs associated with providing training to their employees to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03. There are no local cost share/matching requirements associated with the T-CPR Training Grant Program (i.e. 100% of the total project cost may be grant funded).

T-CPR Training Grant Program funding will be disbursed based on the following priorities:

- Priority #1: Eligible PSAPs that wish to use this funding to provide T-CPR recognition or protocol training to their employees.
- Priority #2: Eligible PSAPs that wish to use this funding to provide Emergency Medical Dispatcher (EMD) training to their employees.

T-CPR Training Grant Program funding may not be used for the following purposes:

- Equipment costs.
- Software costs.
- Costs related to quality assurance activities.
- Recurring costs associated with training recertification requirements.

Training Options

The SECB NG 9-1-1 Committee has identified the following training options for PSAPs to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03:

- Option #1: T-CPR Protocols (Virtual Academy) - \$49 per student
- Option #2: T-CPR Protocols (PowerPhone) - \$229 per student
- Option #3: T-CPR Recognition (IAED) - \$99 per student
- Option #4: Emergency Medical Dispatcher (EMD) Certification (PowerPhone)
 - \$399 per student (1-3 students), \$359 per student (4-7 students), \$329 per student (7+ students)
- Option #5: Emergency Medical Dispatcher (EMD) Certification (APCO)
 - \$439 per student, \$419 per student (APCO member)
- Option #6: Emergency Medical Dispatcher (EMD) Certification (IAED) - \$365 per student

NOTE: No training activity may occur until an executed grant agreement with the applicant is in place and the grant performance period begins.

Application Process

Step #1: On or before **Friday, February 26, 2021**, each eligible applicant seeking T-CPR Training Grant Program funding must submit a project plan to DPS-ECN 9-1-1 Program Manager Sandi Stroud at sandi.stroud@state.mn.us. The project plan must include the following information:

- The training option(s) that each PSAP will adopt to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03.
- The number of employees within each PSAP that will require training to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03.
- A proposed budget that outlines the training expenses that each PSAP will incur to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03.

Step #2: DPS-ECN will use the information contained in the project plans submitted by each applicant to establish the grant framework in the DPS 'E-Grants' online grant management system.

Step #3: On or before **Friday, March 19, 2021**, each eligible applicant seeking T-CPR Training Grant Program funding must complete the application process in the DPS 'E-Grants' online grant management system.

Key Milestones

- February 26, 2021: Final date for eligible applicants to submit project plans to DPS-ECN.
- March 19, 2021: Final date for eligible applicants to submit applications via 'E-Grants'.
- April 1, 2021: Grant performance period begins.
- June 30, 2021: Grant performance period ends - Final date for eligible PSAPs to complete training activities.
- July 23, 2021: Final date for grant recipients to submit Financial Status Reports (FSRs) via 'E-Grants'.
- July 23, 2021: Final date for grant recipients to submit Progress Reports via 'E-Grants'.

DPS-ECN Resources

Questions or concerns related to T-CPR Training Grant Program funding? Please contact:

Sandi Stroud, 9-1-1 Program Manager
E-Mail: sandi.stroud@state.mn.us
Office: 651-201-7551



Minnesota Department of Public Safety ("State") Division of Emergency Communication Networks 445 Minnesota Street, Suite 1725 Saint Paul, MN 55101	Grant Program: 2021 DECN (TCPR) Telephone Cardiopulmonary Resuscitation Grant Contract Agreement No.: A-DECN-TCPR-2021-MESB-2
Grantee: Metropolitan Emergency Services Board (MESB) 2099 West University Avenue Saint Paul, MN 55104	Grant Contract Agreement Term: Effective Date: 04/01/2021 Expiration Date: 06/30/2021
Grantee's Authorized Representative: Jill Rohret, Executive Director Metropolitan Emergency Services Board 2099 West University Avenue Saint Paul, MN 55104 Phone: 651-643-8395 Email: jrohret@mn-mesb.org	Grant Contract Agreement Amount: Original Agreement \$ 40,491.00 Matching Requirement \$ 0.00
State's Authorized Representative: Dana Wahlberg, Director Division of Emergency Communication Networks 445 Minnesota Street, Suite 1725 Saint Paul, MN 55101 Phone: 651-201-7546 Email: dana.wahlberg@state.mn.us	Federal Funding: None FAIN: NA State Funding: Minnesota Laws 2016, Chapter 403.275, Subdivision 1, Section 1-3 Special Conditions: Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2021 DECN (TCPR) Telephone Cardiopulmonary Resuscitation Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1725, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2021 DECN (TCPR) Telephone Cardiopulmonary Resuscitation Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____ Digitally signed by Gale Rohde
Date: Gale Rohde Date: 2021.03.23 10:59:50
-05'00'

3. STATE AGENCY

Signed: _____ (with delegated authority)
Title: Director
Date: 3/19/2021

Grant Contract Agreement No./ P.O. No. A-DECN-TCPR-2021-MESB-2/PO#3-72185

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: Joe Atkins
Print Name: Joe Atkins
Title: MESB Chair
Date: 3-18-2021

Signed: Jay Arneson
Print Name: Jay Arneson
Title: Board Counsel
Date: March 18, 2021

Distribution: DPS/FAS
Grantee
State's Authorized Representative

**SPECIAL CONDITIONS**

The Metropolitan Emergency Services Board (MESB) is the fiscal agent for the following counties, cities, and public corporation:

Anoka County	City of Minneapolis	Ramsey County
Carver County	Hennepin County	Scott County
Chisago County	Isanti County	Sherburne County
Dakota County	Metropolitan Airports Commission	Washington County

Budget Summary (Report)

2021 TCPR: Chisago County			
Budget Category		Award	Match
Training			
Chisago County Sheriff's Office T-CPR Training		\$686.00	\$0.00
Total		\$686.00	\$0.00
Total		\$686.00	\$0.00
2021 TCPR: Bloomington			
Budget Category		Award	Match
Training			
City of Bloomington PD T-CPR Training		\$588.00	\$0.00
Total		\$588.00	\$0.00
Total		\$588.00	\$0.00
2021 TCPR: Dakota Communications Center			
Budget Category		Award	Match
Total		\$0.00	\$0.00
2021 TCPR: Carver County			
Budget Category		Award	Match
Training			
Carver County Sheriff's Office T-CPR Training		\$931.00	\$0.00
Total		\$931.00	\$0.00
Total		\$931.00	\$0.00
2021 TCPR: St Louis Park			
Budget Category		Award	Match
Training			
City of St Louis Park PD T-CPR Training		\$588.00	\$0.00
Total		\$588.00	\$0.00
Total		\$588.00	\$0.00
2021 TCPR: Hennepin County			

2021 DECN (TCPR) Telephone Cardiopulmonary Resuscitation
 Organization: Metropolitan Emergency Services Board (MESB) - Regional Radio Services
 Budget Summary (Report)

EXHIBIT A
 A-DECN-TCPR-2021-MESB-2

Budget Category	Award	Match
Training		
Hennepin County Sheriff's Office T-CPR Training	\$3,675.00	\$0.00
Total	\$3,675.00	\$0.00
Total	\$3,675.00	\$0.00
2021 TCPR: Scott County		
Budget Category	Award	Match
Training		
Scott County Sheriff's Office T-CPR Training	\$2,376.00	\$0.00
Total	\$2,376.00	\$0.00
Total	\$2,376.00	\$0.00
2021 TCPR: Ramsey County		
Budget Category	Award	Match
Training		
Ramsey County Emergency Communications Center T-CPR Training	\$16,335.00	\$0.00
Total	\$16,335.00	\$0.00
Total	\$16,335.00	\$0.00
2021 TCPR: Isanti County		
Budget Category	Award	Match
Training		
Isanti County Sheriff's Office T-CPR Training	\$588.00	\$0.00
Total	\$588.00	\$0.00
Total	\$588.00	\$0.00
2021 TCPR: Eden Prairie		
Budget Category	Award	Match
Training		
City of Eden Prairie PD T-CPR Training	\$637.00	\$0.00
Total	\$637.00	\$0.00
Total	\$637.00	\$0.00

Budget Summary (Report)

2021 TCPR: Sherburne County			
Budget Category		Award	Match
Training			
Sherburne County Sheriff's Office T-CPR Training		\$833.00	\$0.00
Total		\$833.00	\$0.00
Total		\$833.00	\$0.00
2021 TCPR: Anoka County			
Budget Category		Award	Match
Training			
Anoka County T-CPR Training		\$2,695.00	\$0.00
Total		\$2,695.00	\$0.00
Total		\$2,695.00	\$0.00
2021 TCPR: Metro Transit			
Budget Category		Award	Match
Training			
Metro Transit T-CPR Training		\$1,519.00	\$0.00
Total		\$1,519.00	\$0.00
Total		\$1,519.00	\$0.00
2021 TCPR: Minneapolis			
Budget Category		Award	Match
Training			
City of Minneapolis Emergency Comms. Center T-CPR Training		\$3,969.00	\$0.00
Total		\$3,969.00	\$0.00
Total		\$3,969.00	\$0.00
2021 TCPR: University of Minnesota			
Budget Category		Award	Match
Training			
University of Minnesota PD T-CPR Training		\$539.00	\$0.00

2021 DECN (TCPR) Telephone Cardiopulmonary Resuscitation
 Organization: Metropolitan Emergency Services Board (MESB) - Regional Radio Services
 Budget Summary (Report)

EXHIBIT A
 A-DECN-TCPR-2021-MESB-2

Total		\$539.00	\$0.00
Total		\$539.00	\$0.00
2021 TCPR: Minneapolis Air Force Reserve			
Budget Category		Award	Match
Training			
Air Force Reserve PSAP T-CPR Training		\$882.00	\$0.00
Total		\$882.00	\$0.00
Total		\$882.00	\$0.00
2021 TCPR: Allina			
Budget Category		Award	Match
Training			
Allina T-CPR Training		\$3,650.00	\$0.00
Total		\$3,650.00	\$0.00
Total		\$3,650.00	\$0.00
Total		\$40,491.00	\$0.00
Allocation		\$40,491.00	\$0.00
Balance		\$0.00	\$0.00

SUB-GRANT AGREEMENT

This Sub-Grant Agreement (the Agreement) is entered into on this 24th day of March, 2021, by and between the Metropolitan Emergency Services Board (Sub-Grantor), a Minnesota regional joint powers board under the provisions of Minnesota Statutes, Section 403.39 and 471.59, and Chisago County, a political subdivision of the State of Minnesota, (Sub-Grantee).

RECITALS

WHEREAS, on March 9, 2021 the Emergency Communication Networks Division of the Minnesota Department of Public Safety (ECN) approved grants for Telephone Cardiopulmonary Resuscitation training including (1) providing each 9-1-1 telecommunicator with training in cardiopulmonary resuscitation; or (2) transferring callers to another PSAP with 9-1-1 telecommunicators that have received training in cardiopulmonary resuscitation; and

WHEREAS, the Minnesota Department of Public Safety (MDPS) has entered into an agreement with Sub-Grantor (the MDPS Agreement), a copy of which is attached hereto as Exhibit A, on or about March 22, 2021; and

WHEREAS, it is a requirement of the MDPS that the granted monies be used to supplement, not supplant or replace, funds appropriated from the State of Minnesota or the Sub-Grantee; and

WHEREAS, the MDPS Agreement has imposed on the Sub-Grantor certain requirements and obligations to ensure that grant funds are expended by Sub-Grantors for authorized activities and that appropriate records and certifications are prepared and maintained; and

WHEREAS, the Sub-Grantor and Sub-Grantee are desirous of entering into the Sub-Grant Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

I. Term of Sub-Grant Agreement.

1. **Effective date.** This Agreement shall be effective on the date that Sub-Grantee's grant request, a copy of which is attached hereto and incorporated herein by reference as Exhibit B (Roles and Responsibilities of County), is approved by the Sub-Grantor and this Agreement is executed by the parties.

2. **Expiration Date.** This Agreement shall expire and be of no further force or effect on the earlier of the following:

- a) June 30, 2021
- b) The disbursement to Sub-Grantee the sum of \$686.00.

II. Grant of Monies.

The Sub-Grantor agrees to make available to Sub-Grantee a grant ("Grant") of up to \$686.00 to reimburse Sub-Grantee for Telephone Cardiopulmonary Resuscitation training, including (1) providing each 9-1-1 telecommunicator with training in cardiopulmonary resuscitation; or (2) transferring callers to another PSAP with 9-1-1 telecommunicators that have received training in cardiopulmonary resuscitation. Sub-Grantee shall use the proceeds of the Grant only for the reasons identified in Exhibit B.

III. Sub-Grantee Representations and Warranties.

With respect to this Grant, Sub-Grantee represents and warrants to Sub-Grantor as follows:

1. It has the legal authority to enter into, execute and deliver this Agreement, and it has taken or will take prior to disbursement of any Grant proceeds all actions necessary to the execution and delivery of this Agreement and has the legal authority to purchase and utilization of Telephone Cardiopulmonary Resuscitation training, including (1) providing each 9-1-1 telecommunicator with training in cardiopulmonary resuscitation or transferring callers to another PSAP with 9-1-1 telecommunicators that have received training in cardiopulmonary resuscitation; and (2) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services identified in Exhibit B.

2. This Agreement is a legal, valid and binding obligation of the Sub-Grantee and is enforceable against the Sub-Grantee according to its terms.

3. It will comply with all terms, conditions, and warranties in this Agreement, including all requirements of a sub-grantee pursuant to the MDPS Agreement and/or under State or Federal law.

4. To the best of its knowledge, it has made no material false statement of fact in connection with its receipt of this Grant, and all of the information previously submitted to Sub-Grantor or which it will submit to the Sub-Grantor in the future relating to this Grant or the disbursement of any of the Grant is and will be true and correct.

5. It will use the Grant proceeds solely for expenditures related to the purchase and utilization of Telephone Cardiopulmonary Resuscitation, including (1) Providing each 9-1-1 telecommunicator with training in cardiopulmonary resuscitation; or (2) Transferring callers to another PSAP with 9-1-1 telecommunicators that have received training in cardiopulmonary resuscitation; and (3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services identified on Exhibit B.

IV. Consideration and Payment.

Sub-Grantor will reimburse Sub-Grantee for all eligible and approved expenditures under this Sub-Grant Agreement as follows:

1. **Compensation.** Sub-Grantee will be reimbursed in an amount not to exceed \$686.00.

2. **Payment.**

a) **Invoices.** The Sub-Grantor will promptly pay the Sub-Grantee upon submission of an invoice from the Sub-Grantee and approval by Sub-Grantor's Authorized Representative of the invoiced services or purchases. Invoices must be submitted in a timely manner. All requests for reimbursement must be submitted to the Sub-Grantor prior to July 9, 2021.

Sub-Grantee must certify that the reimbursements and payments are accurate and appropriate based on the approved plan; that Sub-Grantee has verified the completion of the project or phase and that Sub-Grantee has obtained documentation of actual expenditures for which reimbursement is sought including copies of its itemized invoices and payment verification.

b) Sub-Grantee's reimbursement requests to the Sub-Grantor shall include a summary report showing the following information: total budget showing both the contribution and grant funds, if applicable; previous expenditure and reimbursements made, if applicable; and the amount of current reimbursement request, if applicable.

3. **Conditions of Payment.** All services provided or purchases completed by the Sub-Grantee under this Agreement must be performed to the Sub-Grantor's and State's satisfaction, as determined at the sole discretion of the Sub-Grantor's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Sub-Grantee will not receive payment for work performed or materials purchased that are found by the State or Sub-Grantor to be unsatisfactory or performed in violation of federal, state, or local law.

V. Miscellaneous

1. **Authorized Representative.** The Sub-Grantor's Authorized Representative is Tracey Fredrick, Radio Services Coordinator, 2099 University Avenue West, St. Paul, MN 55104, 651-643-8398, or her successor, and has the responsibility to monitor Sub-Grantee's performance and the authority to accept the services provided or approve the materials purchased under this Agreement. If the

services or materials are satisfactory, the Sub-Grantor's Authorized Representative will certify acceptance on each invoice submitted for payment.

Sub-Grantee's Authorized Representative is Alicia Stovern, Director of Emergency Communications, 15140 Per Road, Center City, MN, 55012, 651-213-6481, 651-257-2106 fax. If Sub-Grantee's Authorized Representative changes at any time during this Agreement, Sub-Grantee must immediately notify the Sub-Grantor in writing.

2. Assignment, Amendments, Waiver, and Grant Agreement Complete.

- a) **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Sub-Grantor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- b) **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.
- c) **Waiver.** If the Sub-Grantor fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- d) **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between the Sub-Grantor and Sub-Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

3. Liability. Sub-Grantee must defend, indemnify, and hold the Sub-Grantor, the State of Minnesota, their agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Agreement by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Agreement. Nothing in this section shall constitute or be deemed a waiver by Sub-Grantee of its statutory or common law immunities or limitations of liability, if any.

4. State Audits. Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee'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.

Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, and Sub-Grantor's auditors that Sub-Grantee has not used Grant monies to supplant or substitute for local funds. If upon such audit the auditing agency determines that

Grant funds have been used to supplant, rather than supplement, local funds, and levies any penalties or fines, or requires refund of any Grant monies, Sub-Grantee agrees that it shall be responsible for such penalties, fines, or refundment, and shall hold the Sub-Grantor harmless therefrom.

5. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor of the request, and must consult with the Sub-Grantor concerning the release of the data to the requesting party before the data is released.

6. **Workers' Compensation.** Sub-Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Sub-Grantee's employees and agents will not be considered Sub-Grantor 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 Sub-Grantor's obligation or responsibility.

7. **Publicity and Endorsement.**

- a) **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the Sub-Grantor'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 Sub-Grantee individually or jointly with others, or any subcontractors, with respect to the program publications, or services provided resulting from this Agreement.
- b) **Endorsement.** Sub-Grantee must not claim that either the State or the Sub-Grantor endorses its products or services.

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

9. **Termination.**

- a) **Termination by the Sub-Grantor.** The Sub-Grantor may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Sub-Grantee. Upon termination, the Sub-Grantee will be entitled to

payment, determined on a pro rata basis, for services satisfactorily performed.

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

10. **Data Disclosure.** Under Minn. Stat. § 270C.65, and other applicable law, Sub-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 Sub-Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

11. **Dispute Resolution.** In the event of a dispute between the Sub-Grantor and any other party to this Agreement as to the terms of this Agreement, the parties to the dispute shall submit such dispute to mediation before commencing litigation. The costs of such mediation shall be shared equally by the parties to the mediation.

12. **Grants Over \$100,000.00.** If the Grant exceeds \$100,000.00, Sub-Grantee must complete a Certification Regarding Lobbying in the form attached hereto as Exhibit C.

SUB-GRANTOR

SUB-GRANTEE

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

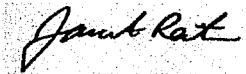
Dated: _____

Approved as to Form:

By: _____
Board Counsel

Dated: _____

Approved as to Form:


By: _____

03/31/21
Dated: _____

EXHIBIT A

SUB-GRANTOR/STATE AGREEMENT

EXHIBIT B
ROLES AND RESPONSIBILITIES OF COUNTY

Administrative Tasks

- Identify a point of contact to work with MESB
- Prepare and send monthly status reports to MESB
- Work with MESB on quarterly grant progress and financial reports
- Conduct monthly status meetings with stakeholders
- Coordinate and manage the work for this project performed by vendors and/or county personnel

Project Tasks

- The County will use this funding to provide T-CPR recognition or protocol training to its employees.
- The training selected will allow the County PSAP to achieve compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03.
- All grant-eligible training activities must be completed by June 30, 2020.
- Any reimbursements must be completed and submitted to the MESB Radio Services Coordinator no later than July 9, 2021.

Deliverables

- The County will only use funds associated with compliance for T-CPR. Chisago County chose compliance option 1, T-CPR Protocols from Virtual Academy for 14 staff. Any other charges will not be allowed on this grant.
- Once the grant-eligible training has been completed, the County will be in compliance with SECB Standard 911-3 and the T-CPR provisions of Minnesota State Statute 403.03.



CORR.



Minnesota Inter-County Association

(651)222-8737 | www.mica.org

MICA Weekly Legislative Update

Issue No. 12

March 22, 2021

BENTON • BLUE EARTH • CARVER • CHISAGO • CROW WING • DAKOTA • OLMTED • OTTER TAIL • RICE • ST. LOUIS • SCOTT • SHERBURNE • STEARNS • WASHINGTON • WINONA

Quick Links to Contents

Leadership & Overall
Bonding & Capital Investment
Taxes & Fiscal Policy
Transportation

Health & Human Services
Corrections & Public Safety
General Government & Other
Environment

Leadership and Overall

Last Friday's 2nd committee deadline meant a blur of hearings in both bodies. And Thursday, Governor Walz released his FY 2022-23 revised budget recommendations recognizing the substantially improved state budget forecast since November. MMB summarizes the individual revisions, as well as the revisions by agency; here is MICA's recap of key provisions impacting counties, including that the Governor's revised budget:

- Removes the proposed CCA subsidy and CPO reimbursement cut, and instead proposes a one-time 2% increase for FY2022 and FY2023 only, but not a permanent increase. The proposal is premised on the DOC working with counties during the interim to develop recommendations for a new funding mechanism for probation services.
- Includes \$8.3 million one-time to hold counties harmless from repayment of the department's IMD/SUD billing errors.
- Removes a \$5 million proposed cut in Adult Behavioral Health grants.
- Would authorize SWCDs to levy property tax capped at 0.048 percent of estimated market value of property or \$1.0 million total levy, whichever is less, beginning in 2023.

The revised budget would also exempt the first \$350,000 of forgiven PPP loan(s) from gross income for state income tax purposes, as well as \$10,200 of unemployment insurance payments made to

individuals for tax year 2020, along with other federal income tax conforming provisions. Under the revised budget, the **state budget reserve would return to the \$2.4 billion level** it was in 2020, while General Fund revenues for FY2022-23 would increase \$666 million above current law forecast, and spending would increase \$1.6 billion above current law.

The revisions still do not include a comprehensive transportation financing package. The proposed policy language mandating metropolitan counties to pay future transit guideway construction, operating and capital maintenance costs is instead converted to a requirement for Metropolitan Council and host counties to reach agreement on those funding issues by January 15, 2022.

On March 15, Governor Walz signed EO 20-12 extending the Peacetime Emergency through April 14. On Thursday, the Senate voted 38-29 to end the Governor's most recent 30-day extension of Peacetime Emergency, with the support of all Republicans, two independents, and two Democrats. The House did not approve ending the Peacetime Emergency.

The third deadline – for committees to act favorably on major fiancé bills – is set for April 96 (the Friday after the legislature returns from Spring recess). Expect to see both House and Senate budget committees begin to reveal budget priorities this

week, with work continuing outside of committee during the week-long break.

- Senate budget targets provide \$40 million for broadband within a net spending of \$623M over February baseline for FY2022-23. Most of that increase is allocated to K-12 education (\$152.1M), economic recovery (\$100M),

Transportation (\$216.8M), and an additional \$591.3M for Tax Relief.

- House targets have not yet been released.

Governor postpones State of the State: COVID-19 exposure puts Governor Tim Walz in quarantine through March 25. He had planned to deliver the address this Sunday evening from Mankato.

Bonding and Capital Investment – Matt Massman (651-222-8737)

Last Week

The February forecast assumes debt service costs sufficient to authorize \$240 million of general obligation bonds in 2021, above the bill passed last October. The Governor's revised recommendations now total \$550 million, including revisions to authorize \$17.8M for MSOP St. Peter and \$14.3M for CREP. Announced recommendations include \$100M for housing, \$150M for rebuilding in Minneapolis and St. Paul, \$240M primarily for higher education and state agency projects, as well as \$28.3 million general fund cash for capitol complex security and equity projects. The recommendations include no funds for local

projects or for county road improvements or county bridge repair and replacement.

This Week

House Capital Investment Committee will meet Monday morning (8:30 a.m.) to hear thirteen bills primarily for local transit infrastructure and road and bridge projects, emphasizing the important need for increased transportation infrastructure investment. The committee will hear another thirteen bills on Thursday (8:30 a.m.) for funding local community centers projects, historic sites, and other projects.

Taxes and Fiscal Policy – Matt Massman (651-222-8737)

Minnesotans now have to May 17 to file 2020 state income tax returns.

Last Week

On Wednesday, Commissioner Tarryl Clark (Stearns County) testified on behalf of MICA and AMC before the House Industrial Education and Economic Development Finance Committee in support of \$120 million funding for rural broadband. The bill (HF14 – Ecklund) received unanimous committee approval and referred the bill back to House Ways and Means.

Also Wednesday, the House Tax Committee heard and laid over for possible inclusion in an omnibus tax bill several proposals impacting counties, including:

- HF1791 (Gomez) appropriating \$55 million for a new county homeless prevention aid program.
- HF1914 (Youakim)/SF1981 (Nelson) appropriating \$50 million for payments to counties to administer additional business relief grants. The program would parallel Chapter 2, 7th SS of 2020 but be narrowed to businesses required to close as a result of EO20-99. MICA expressed support for the bill with a preference for parallel language to Chapter 2. ([Linked Here](#))

On Thursday, the Committee heard two more bills providing for a refund exemption of local construction materials sales tax paid for specific projects. The committee also heard and laid over

HF2120 (Lislegard) reducing the general tax levy by \$20 million beginning 2022 and increasing the exemption from \$100,000 to first \$150,000 of property value. Most business organizations supported the bill but prefer a levy without the change in market value exclusion. HF6 (Noor) known as the PROMISE Act state bond support for rebuilding in areas impacted by civil unrest was also heard and, after several attempts to amend other tax relief provisions on to the bill, the bill was approved and re-referred to House Ways & Means.

Last week's bill introductions of note:

- HF2212 (Hornstein)/SF2071 (Dibble) – allowing commercial property owners who were required to temporarily cease operations due to a COVID Executive Order at any time in 2020 to apply for deferral of all or a portion of property taxes payable in 2022 or 2023.
- HF2181 (Anderson) – classifying property with multiple solar generating systems that cannot be combined with nameplate capacity as class 3a.

This Week

Monday morning (8:30 a.m.), the House Property Tax Division held a hearing on Chair Youakim's A21-0106 Amendment and (bill summary) rolled out over the weekend. The bill will be marked up on Wednesday (3:00 p.m.) with the intent to pass a recommended report back to full Tax Committee prior to legislative recess. The draft report protects current law funding for all property tax aid and credit programs. Other provisions include:

- A requirement to study of the use of 4d property class to better understand its impacts. MICA does not have a formal position but has encouraged conducting a study prior to considering an even lower 4d class rate, which shifts tax on to other property taxpayers, including other homeowners with low or fixed incomes. The break for the first tier 4d class

rate of 0.75% is fixed at \$174,000 for assessment years 2022 and 2023.

- Sets a 0.75% class rate for manufactured home parks.
- Pushes the deadline to apply for homestead status from December 15 to December 31.
- Allows for the creation of fire protection special taxing districts.
- Tax increment finance provisions include allowing cities to transfer excess increment to their general funds, or to a business impacted by COVID, for a limited amount of time, extending from 5 to 10 years the allowable pooling for redevelopment districts.

Article 1, sections 8-11 contain Chair Marquardt's proposed reforms to the levy setting, TnT notice and hearing requirements, including that:

- Counties and cities with a population of at least 500 must publicly post budget information and hold a public meeting on the budget and proposed property tax levy, prior to setting the proposed levy
- Requires a supplemental statement to the notice of proposed property taxes that is mailed to taxpayers in November. This supplemental statement must contain: (1) the percent change in levy proposed for the following year by the county, city or township, and school district; (2) summary budget information for the county, city, and school district; and (3) information on how to access each jurisdiction's website where taxpayers can find the proposed budget and information on how to participate in the Minnesota Property Taxpayer's Day meetings.
- TnT hearings must be held on the first Wednesday following the first Monday in December. The public must be allowed to participate in person or remotely. Counties must begin their meetings at 6:00 p.m., cities at 7:00 p.m., and school districts at 8:00 p.m. Each jurisdiction must allow the public to speak no later than 20 minutes after the start of the

meeting. Information on how to participate in the meetings must be posted on each jurisdiction's website by November 10.

On Monday (1:00 p.m.), the House Workforce and Business Development Committee will hear the Governor budget recommendations (HF1342-Noor), and well as HF1784 (Noor), appropriating funds to the DEED Commissioner to study the effectiveness and impact of small business support administered by the department in FY2018 to FY2021, especially for BIPOC, women and small business owners.

Overall, MMB estimates just shy of \$8 billion will flow to Minnesota from the American Rescue Plan Act (ARPA) through the combination of general revenue sharing with state and local governments, and program specific funds. Under current law, the Walz Administration submitted the planned funds to the legislature for its review as part of the biennial budget process, and if the legislature does not take action during regular session, has indicated that the funds can be spent by the Administration through the legislative advisory committee process, which is advisory only after the legislature adjourns.

Tuesday (5:00 p.m.), House Ways and Means Committee will hear on Governor Walz' revised budget recommendations.

Senate Tax Committee will meet Tuesday morning (8:30 a.m.) to hear SF1865 (Nelson) the annual public finance bill, and several individual and corporate income tax proposals. A Thursday hearing is scheduled but no agenda has yet been set. Senate Finance Committee is also scheduled to meet (8:30 a.m.) Tuesday and Thursday; only Tuesday's agenda has been announced and includes:

- SF276 (Housley) authorizing third-party testers to conduct behind-the-wheel road tests for Cladd D drivers licenses.
- SF450 (Mathews) repealing the Minnesota Pollution Control Agencies (MPCA's) authority to set fuel efficiency standards.

The House Tax Committee will meet Tuesday – Thursday (1:00 p.m.), taking up a variety of income tax bills, including:

- HF1335 (Her) adjusting income tax brackets so that somewhat more income is taxed at lower marginal rates and creating a new 5th tier income tax bracket with a 12.45% marginal rate on income over \$250,000 for individuals and \$500,000 for married couples.
- Wednesday bills include HF2114 (Marquart) subjecting certain foreign income and previously taxed income to individual and corporate state income tax; HF1456 (Marquart) modifying eligibility for the beginning farmer tax credit; HF1975 (Lislegard) creating a Film Production Credit; and HF1733 (Hansen, R.) allowing counties to establishing a \$25 mortgage and deed transaction fee with the revenues being dedicated to Soil and Water Conservation Districts (SWCDs), and making the county ineligible for Clean Water Fund grants if they do not establish the fee, except in certain circumstances. (MICA's concerns on HF1733)
- On Thursday, HF1689 (Gomez) increasing the tax rate on capital gains in excess of \$1,000,000.

Tuesday evening (5:00 p.m.), House Ways and Means Committee will hold a hearing on Governor Walz' revised budget recommendations.

Senate Property Tax Division will hear ten property Tax Increment Finance bills on Wednesday (8:30 a.m.)

Of the \$88 million appropriated to the Revenue Department in December 2020 for direct business relief payments to restaurants, bars, and other businesses closed by EO 20-99, \$19 million went unspent and cancelled back to the General Fund. On Wednesday, the Senate Jobs and Economic Growth Committee will hear SF2212 (Dornick), to reappropriate that same amount for additional grants. The new appropriation is available through June 30, 2023.

The House and Senate met on Monday, Wednesday and Thursday. There was no floor action on any transportation bills.

The transportation highlight of the week was the presentation of the Governor's transportation budget recommendation in both the House and Senate transportation committees. The House and Senate transportation committee chairs will present their budget bills this week. The following is a sample of transportation bills introduced in the past week:

Boe introduced H.F. No. 2236, designating a segment of marked Trunk Highway 5 in Chanhassen as Prince Rogers Nelson Memorial Highway; amending Minnesota Statutes 2020, section 161.14, by adding a subdivision.

Petersburg introduced H.F. No. 2250, relating to motor vehicles; amending the surcharge on all-electric vehicles; imposing a surcharge on plug-in hybrid electric vehicles; adjusting tax on motor vehicle fuels; amending Minnesota Statutes 2020, section 168.013, subdivision 1m, by adding a subdivision.

Bernardy introduced H.F. No. 2295, establishing a work zone safety pilot program; requiring reporting ; appropriating money.

Senators Dornink and Ruud introduced S.F. No. 2045; modifying special permits for hauling construction materials; amending Minnesota Statutes 2020, section 169.869.

Senator Johnson Stewart introduced S.F. No. 2079; governing various finance and policy provisions related to nonmotorized transportation; appropriating money; authorizing the sale and issuance of state bonds; amending Minnesota Statutes 2020, sections 84.787, subdivision 7; 84.797, subdivision 7; 84.92, subdivision 8; 123B.90, subdivision 2; 160.02.

Senators Biggam and Duckworth introduced S.F. No. 2199; establishing the Metropolitan Transportation Planning Board as part of the Department of Transportation; eliminating the authority for transportation and transit planning and construction from the Metropolitan Council.

Last Week

The Minnesota engineers held their weekly teleconference Monday morning. Various transportation bills were discussed. Reports were given by MnDOT and the Minnesota Transportation Alliance. Several Zoom and telephone meetings were held with a wide variety of legislators.

House and Senate transportation committees both met on Tuesday and Thursday afternoon. The following were the agendas for those meetings:

Tuesday, March 16, 2021

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Agenda:

- HF1204 (Wolgamott) - Minnesota 100 Club special plates established, and money appropriated

- HF2172 (Wolgamott) - School bus stop-signal arm violation fines required to be deposited into the school bus stop-signal arm camera grant account, commissioner of public safety required to make grants, and money appropriated.
- HF1232 (Petersburg) - Motorcycle endorsement fees increased.

- [HF586](#) (Murphy) - Volunteer drivers receiving funding from public transit participation program clarified as not for hire.
- [HF964](#) (Hornstein) - Motor vehicle title fee transfers, mileage disclosures, driver's license photograph variances, deputy registrar fees, and vehicle registration tax due date policies changed.
- [HF1675](#) (Huot) - Agriculture special license plates established, and money appropriated.
- [HF1620](#) (Lippert) - Motor vehicle rental tax revenue allocation amended.
- [HF1147](#) (Olson) - Small city assistance program funding provided, and money appropriated.
- [HF1148](#) (Olson) - Town roads and bridges funding provided, and money appropriated.

Committee on Transportation Finance and Policy

Tuesday, March 16, 2021

Chair: Senator Scott J. Newman

Agenda:

- [S.F. 0957](#) (Newman)
Transportation, public safety, and Metropolitan Council policy and finance provisions

Thursday, March 18, 2021

Transportation Finance and Policy

Chair: Rep. Frank Hornstein

Agenda:

- [HF2126](#) (Xiong) - Crash report release to prosecuting attorneys authorized.
- [HF1199](#) (Klevorn) - Driving privilege reinstatement with ignition interlock provided.
- [HF958](#) (Torkelson) - Ten percent of trunk highway fund statutorily appropriated to corridors of commerce program, and corridors of commerce project selection criteria amended.
- [HF381](#) (Sundin) - Veteran's definition expanded for state-issued ID eligibility.
- [HF41](#) (Frazier) - COVID-19; emergency paid sick leave provided to health care employees excluded from Families First Coronavirus Response Act.
- [HF1675](#) (Huot) - Agriculture special license plates established, and money appropriated.

- [HF1204](#) (Wolgamott) - Minnesota 100 Club special plates established, and money appropriated
- [HF2172](#) (Wolgamott) - School bus stop-signal arm violation fines required to be deposited into the school bus stop-signal arm camera grant account, commissioner of public safety required to make grants, and money appropriated.
- [HF1147](#) (Olson) - Small city assistance program funding provided, and money appropriated.
- [HF1148](#) (Olson) - Town roads and bridges funding provided, and money appropriated.
- [HF1232](#) (Petersburg) - Motorcycle endorsement fees increased.
- [HF1620](#) (Lippert) - Motor vehicle rental tax revenue allocation amended.
- [HF964](#) (Hornstein) - Motor vehicle title fee transfers, mileage disclosures, driver's license photograph variances, deputy registrar fees, and vehicle registration tax due date policies changed.

Committee on Transportation Finance and Policy

Thursday, March 18, 2021

Chair: Senator Scott J. Newman

Agenda:

- [S.F. 0957](#) (Newman)
Transportation, public safety, and Metropolitan Council policy and finance provisions

On Friday, discussions began informally between the Met Council, the Governor's office and Hennepin, Anoka, Ramsey and Washington counties regarding the financial responsibilities for Transit Guideways Capital Maintenance. This discussion will likely continue throughout 2021 and beyond.

The Week

The House and Senate will meet on Monday, Wednesday and Thursday. Minnesota engineers will teleconference at 9 a.m. Monday. The House and Senate transportation committees will meet on Tuesday and Thursday afternoon and possibly Friday. The following are the agendas known at this time:

Tuesday, March 23, 2021

Committee on Transportation Finance and Policy

Chair: Sen. Scott J. Newman

3 p.m.

Senate Files 2034, 2037, 2038, and 2040 will be heard on an informational basis.

Agenda:

- S.F. 1090 (Miller) Port development assistance program bond issue and appropriation.
- S.F. 1743 (Tomassoni) U.S. Highway 169 inclusion in the Department of Transportation's ten-year capital highway investment plan authorization; appropriating money.
- S.F. 2037 (Duckworth) Dakota County trunk highway #55 segment preliminary engineering bond issue and appropriation (Informational).
- S.F. 2038 (Duckworth) Dakota County trunk highway #3 preliminary engineering bond issue and appropriation (Informational).
- S.F. 2040 (Duckworth) Dakota County trunk highway #77 segment preliminary engineering bond issue and appropriation (Informational).
- S.F. 2072 (Abeler) Anoka trunk highway #47 and McKinley Street traffic-control signal installation requirement.
- S.F. 505 (Bigham) Cottage Grove U.S. Highway #61 corridor lighting project appropriation.
- S.F. 1491-Johnson, M.: County highway engineers state residency requirement elimination.
- S.F. 1686 (Johnson, M) Soybean meal-hauling vehicle special permit creation.
- S.F. 2034 (Johnson, M) Karlstad airport runway construction bond issue and appropriation.
- S.F. 2045 (Dornink) Construction materials special permits modification.
- S.F. 1979 (Dornink) Minimum number of driver's license testing locations establishment.
- S.F. 152 (Kiffmeyer) Motorcycle endorsement fees modification.

Health and Human Services – Nancy Silesky (612-747-7242)

Last Week

Friday at midnight represented the Legislature's second committee deadline. The third, and final, deadline is Friday, April 9, which is when committees must act favorably on major appropriation and finance bills.

Governor Postpones State of the State:

COVID-19 exposure puts Governor Tim Walz in quarantine through March 25. He had planned to deliver the address this weekend in Mankato.

Minnesota nears 2 million COVID-19 vaccine shots:

As of Friday, the Department of Health reported that more than 788,000 people (about 14.2% of the population), have completed their vaccinations, while more than 1.3 million (24%) have received at least one dose, including nearly 78% of people age 65 and older.

Governor Releases Revised Budget Proposal:

Governor Tim Walz revised his budget proposal after the February economic forecast showed a \$1.3 billion budget deficit had grown into a projected \$1.6 billion surplus. Also since then, the federal

government passed the \$1.9 trillion American Rescue Plan, which will send \$2.6 billion to Minnesota state government (plus the additional \$2.1 billion that will go directly to local governments). The Governor's revised plan does not factor in the one-time COVID-19 aid - as state officials are still awaiting guidance on how that money can be used. This means that there will likely be yet another revision to his budget proposal in the coming weeks.

- The revised two-year budget plan eliminates nearly \$1 billion in tax increases previously proposed for cigarettes and large estates; he also lowered a proposed increase in the state's corporate franchise tax from 11.25% to 10.8%. However, he is not dropping his proposal to raise taxes entirely; his plan still calls for an

income tax increase on the state's highest earners.

- He recommends tax relief of nearly \$1 billion, calling for expanded tax credits for working families, renters and some businesses, as well as unemployed workers who received federal aid during the pandemic.
- His revised budget would exclude the first \$350,000 from income for forgiven loan amounts, which he estimates will cover approximately 90% of loans distributed to Minnesota businesses. He also proposes a subtraction of up to \$10,200 for taxable unemployment benefits. The Governor's office estimates more than 500,000 households will receive relief - with an average reduction in taxes of \$486.

We were pleased to see that Governor revisited a number of county priorities in his revised budget recommendations:

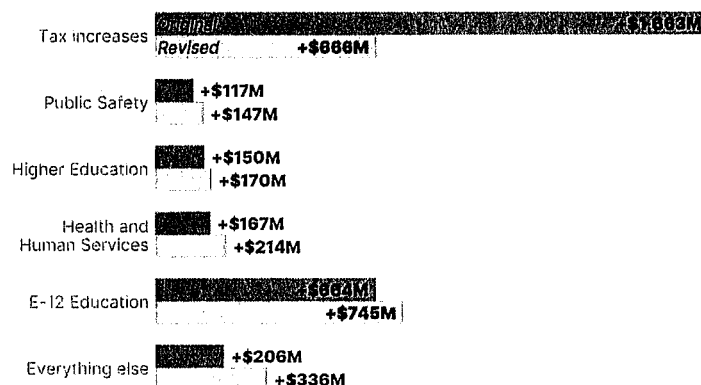
- Holding counties and tribes harmless from accounting errors relating to IMD and SUD treatment totaling \$37.2 million:
 - Counties: \$8.328 million
 - Tribal governments: \$28.873 million
- Removed reduction from Realigning Behavioral Health Grants proposal, which would have included a reduction to the AMHI grants
- Removed reduction from Realigning Disability Grants proposal

Other HHS-Related Changes:

- Changed earlier recommendation, which would have permanently reduced the Nurse Family Partnership grants. Now captures underspending; one-time reduction of \$800K (FY24-25)
- One-time reduction in Fetal Alcohol Syndrome grants; \$234K (FY24-25)
- MFIP Cost of Living Adjustment: \$5.249m (FY22-23); \$14.85m for FY24-25
- Returning from COVID emergency measures; \$14.263m (FY22-23)
- Maintaining Family Connections in Foster Care; \$1.149m (FY22-23); \$1.17m (FY24-25)
- Child Care Assistance Program (CCAP) retroactive payments; -\$3.9m (FY22-23); -\$4.8m (FY24-25)
- Refinance Emergency Child Care grants with CRF balance; (-\$23.59m) (FY21)
- Increase to youth homelessness support program Homework Starts with Home; \$2.5m (FY22-23)
- Removed tax increases on tobacco; (-\$140.34m) (FY22-23); (-\$138.65m) (FY24-25)
- General Fund investment to address youth and young adult tobacco, nicotine and other substance use, funded by outstanding litigation between the state and specified tobacco manufacturers.

Gov. Tim Walz's revised 2022-3 MN budget

Proposed budget changes in Walz's original and revised budgets, following major improvements in Minnesota's economic forecast



Source: Minnesota Management & Budget. Created by David H. Montgomery, MPR News

MPR NEWS

Senate GOP Budget Targets:

The Senate GOP Caucus laid out its \$51.9 billion framework for a two-year budget. Its proposal includes \$591 million in tax relief on Paycheck Protection Program loans, tax relief for unemployment benefits, and no tax increases. Other measures include a 5% cut to state government administrative costs, \$100 million for unemployment due to the pandemic, and \$40 million for broadband expansion. Like the Governor's proposal, the Senate budget does not include one-time federal COVID-19 relief funds at this time.

The **House DFL Caucus** will release details of its tax and spending targets on Tuesday.

The divided Legislature and Governor Walz will now begin negotiations to set the next two-year budget by the constitutionally mandated adjournment date (Monday, May 17). The budget must be addressed before the next fiscal year begins on July 1 or state government will shut down.

Metro Housing Demo:

Senator Rich Draheim (R-Madison Lake) is the author of SF1468, which was heard in the Senate Human Services Finance and Policy Committee on Tuesday evening. The bill would expand the Metro Housing Demo by providing access to rental assistance and support services for those experiencing homelessness. The proposal would increase the number of units from 226 to 500 and expand the project to the entire seven-county metropolitan area, by adding Carver, Scott and Washington Counties. **Danielle Fox, Scott County Human Services, and Madeline Kastler, Dakota County Social Services, testified** in favor of the initiative. It was laid over for possible inclusion in the committee's omnibus bill.

The House companion (HF780), carried by Representative Liz Reyer (DFL-Eagan), also is laid over for possible inclusion in the House Human Services Finance and Policy Committee.

County Waiver Extension Bill:

Senator Carla Nelson (R-Rochester) is the author of the county priority bill, SF1324, which would permanently extend certain policies implemented, pursuant to waivers issued by DHS during the COVID-19 peacetime emergency:

- Would authorize certain long-term care assessments to be conducted remotely;
- Would permit housing support temporary absence payments to exceed the 18-day absence period up to 150 days per year for individuals who are temporarily absent due to residential behavioral health treatment or health care treatment that requires admission to an inpatient health care facility; and
- Would permit Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) applications to be submitted remotely (online or via telephone); authorize assistance to begin on the date that the application is submitted; permit applicant interviews to be conducted by telephone; and require a signed application to be submitted within 30 days of an application submitted by telephone or online. Would also eliminate the requirement for MFIP caregiver orientation to be face-to-face.

The language related to targeted case management was deleted from the bill, as the same language is included in Senator Rosen's telehealth bill (SF1160).

The bill was heard in the Senate Health and Human Services Finance and Policy Committee on Wednesday. **Sherburne County Commissioner Lisa Fobbe and Stephanie Radtke, Director for Partner Relations and Strategic Initiatives for Dakota County Community Services,** testified on behalf of counties.

The committee passed the bill and referred it to the Senate Human Services Reform Finance and Policy Committee.

Minnesota Telehealth Act:

SF1160 (Rosen; R-Vernon Center) was heard in the same hearing on Wednesday. The bill makes, expands, and clarifies coverage of telehealth services under private sector insurance, MA and MinnesotaCare. A number of provisions in the bill make ongoing telehealth-related changes that would otherwise expire 60 days following the end of the peacetime emergency.

The bill was amended to **add language to establish a 16-person Task Force on a Public-Private Telepresence Strategy**, which would be charged with studying current capacity issues and barriers for Minnesotans who may not be able to access certain services, as well as identifying how the business model could spark innovation in the areas of health care, human services, education, corrections, and related ecosystems. The task force would include two county representatives, one from the metropolitan area, and one from outside the metropolitan area. Senator Rosen indicated that there may be changes to the membership to ensure that the right entities are at the table. The committee passed the bill and referred it to the Senate State Government Finance and Policy and Elections Committee, where it will be heard on Wednesday.

Representative Kelly Morrison (DFL-Deephaven) is the author of the House companion (HF1412). It was laid over for possible inclusion in the House Health Finance and Policy Committee's omnibus bill.

Child Maltreatment Face-to-Face Investigations:

Senator Michelle Benson (R-Ham Lake) is the author of SF1587, which would allow for face-to-face contact in response to a report alleging sexual abuse or substantial child endangerment to be postponed for up to five calendar days, if: (1) the child is residing in a location that is confirmed to restrict contact with the alleged offender; or (2) the local welfare agency is pursuing a court order for the child's caregiver to produce the child for an interview.

The Senate Civil Law and Data Practices Policy Committee heard the bill on Thursday. **Jodi Heurung-Dick, Sherburne County Health and Human Services**, testified on behalf of counties. There is no known opposition to the bill. The Committee passed the bill and referred it to the Senate Human Services Finance and Policy Committee.

Mental Health Crisis Teams:

Representative Jess Hanson is the author of HF1686, which would require referrals to mental health crisis teams via the 911 system. The House Public Safety and Criminal Justice Finance and Policy Committee passed the bill on an 11-7 vote and sent it to the House floor. Senator Jim Abeler has introduced the Senate companion (SF1924); it awaits action in the Senate Health and Human Services Finance and Policy Committee.

Substance Use Disorder:

Senator Paul Utke (R-Park Rapids) is the author of SF1821, which was heard in the Senate Human Services Licensing Policy Committee on Tuesday. The bill would allow counties to provide and bill for pretreatment coordination services and conduct peer recovery supports.

Tami Lueck, Crow Wing County Community Services, testified on behalf of counties. She stated that many individuals come in contact with counties in the course of seeking other public assistance, and that it is important for counties to be able to provide some assessment and pretreatment coordination so as to not turn away individuals when they are seeking treatment, knowing that they may not be able to readily access a provider in many parts of the state. Best practices reflect that if an individual is in a time and space to seek treatment, that is the time to act.

The committee passed the bill and referred it to the Senate Health and Human Services Finance and Policy Committee, where it will be heard on Monday.

The House companion (HF2115) is authored by Representative Luke Frederick (DFL-Mankato).

AMHI Grants:

Senator Dave Senjem (R-Rochester) is the author of SF1475, which would increase the base of the Adult Mental Health Initiative grants by \$6 million per year. The bill was heard in the Senate Human Services Reform Finance and Policy Committee and laid over for possible inclusion in the committee's omnibus bill.

Tim Hunter, Regional Programs Coordinator, Olmsted County, testified on behalf of counties. He walked the committee through the process as to how AMHI first emerged as pilot projects in the 1990s as a way of addressing regional needs left by the closure of state hospitals. Since then, the regional collaborations at the core of this approach expanded and strengthened over time, developing into a way for counties, tribal governments, and service providers to meet local needs and fill the gaps that remain between other services.

Lori Long, a St. Cloud mental health consultant, said that services provided by AMHIs not only helped her access crisis services when she needed them, but also connected her with the ongoing treatment and social supports that have allowed her to achieve stability and flourish, despite the challenges.

The House companion bill (HF1600), authored by Representative Liz Reyer (DFL-Eagan), was also heard in the House Human Services Finance and Policy Committee this week. **Emily Schug, Deputy Director of Dakota County Social Services**, testified that services provided by AMHIs range from education and outreach, to housing and transportation assistance, to employment, peer support, and case management services, to helping people access therapy, intensive residential treatment, and other programs and services. She described how AMHI funding has been used to hold together and continue to innovate a fragile and fractured system, and that it is utilized to support many necessary services that would otherwise not be available or sustainable.

HF1600 was laid over for possible inclusion in the committee's omnibus bill.

Chemical Dependency Treatment Administrative Rule Repeal:

Senator John Hoffman (DFL-Champlin) is the author of SF456, which would remove the required county letter of need when a substance use disorder provider seeks new licensure. Providers have suggested replacing the requirement with a 60-day notice to the county human services director prior to submitting an application for licensure.

Tami Lueck, Crow Wing County Community Services, testified regarding county concerns. She stated that counties are uniquely tasked with being the mental health authority, which carries financial, systemic, programmatic, and human obligations. Counties strongly believe that all residents have access to appropriate treatment options. As such, it is only fitting that counties be part of the process as a new provider enters our communities. Counties are, and will continue to be, financially responsible for non-MA-eligible individuals; it is necessary that counties be involved through discussions with providers to avoid a situation wherein counties start receiving bills from providers that counties have no knowledge of. The Senate Human Services Reform Finance and Policy Committee laid the bill over for possible inclusion in the committee's omnibus bill.

Chair Abeler and Senator Hoffman urged the parties to keep working on compromise language.

Representative Luke Frederick (DFL-Mankato) is the author of the companion bill (HF1299). **Ms. Lueck again testified** on the measure in the House Behavioral Health Policy Division. She expressed that counties still have concerns, but that we are committed to continue working to find compromise language. Representative Frederick indicated he was committed to trying to find common ground. The bill passed on a unanimous vote of 11-0 and was referred to the House Human Services Finance and Policy Committee.

Foster Care Licensing:

Senator Julie Rosen (R-Vernon Center) is the author of [SF1558](#), which aims to remove barriers to kinship placements that disproportionately impact people of color and bring foster home licensing standards more in line with current adoption standards and federal policy.

The bill would modify provisions relating to licensure and background studies for individuals applying for family foster setting licenses. The bill creates new disqualification criteria for individuals seeking family foster setting licensure and allows for licensure denial and licensing action for specified non-disqualifying background study information that reflects on an applicant's ability to safely care for children. It also requires the Commissioner of Human Services to establish family foster care licensing guidelines for county and private licensing agencies. The Senate Judiciary Committee heard the bill on Friday, passed it and referred it to the full Finance Committee.

The House companion (HF1287), authored by Representative Athena Hollins (DFL-St. Paul), awaits action in House Human Services Finance and Policy Committee.

Tobacco Use Prevention and Cessation:

Representative Kelly Morrison (DFL-Deephaven) is the author of [HF572](#), which would create the tobacco use prevention and cessation account in the special revenue fund and would appropriate \$15 million annually to the Commissioner of Health to be deposited in this account from the proceeds of the taxes imposed on cigarettes and tobacco products. In FY19, these taxes raised \$593.3 million. The funds must be used for tobacco use prevention and cessation projects, with priority given to projects aimed at preventing youth use of tobacco and vapor products. It would be effective for revenue received after June 30, 2021.

The House Health Finance and Policy Committee passed the bill on an 18-0 vote and referred it to the House Tax Committee. Senator Carla Nelson (R-Rochester) is the author of the Senate companion

(SF743), which awaits action in the Senate Tax Committee.

Vaccine Reimbursement Rate:

On Thursday, [HF1438](#) authored by Representative Tina Liebling (DFL-Rochester), was taken up on the House floor. The bill sets the MA reimbursement rate for COVID-19 vaccinations at the Medicare rate, for the duration of the federal public health emergency. The bill passed on a unanimous vote of 132-0.

Housing Evictions:

[HF12](#), sponsored by Representative Alice Hausman (DFL-St. Paul), would provide regulations on evictions and lease renewals for residential tenancies during and after the COVID-19 peacetime emergency, and remedies for violations of those regulations. The bill also provides a moratorium on foreclosures and the cancellation of contracts for deeds by vendors during the peacetime emergency - and for 60 days after it ends. The bill was approved by the Judiciary Finance and Civil Law Committee and referred to the House Ways and Means Committee. The Senate companion (SF491) is sponsored by Senator Kari Dziedzic (DFL-Minneapolis) and awaits action in the Senate Civil Law and Data Practices Policy Committee.

Homelessness Prevention:

To help the thousands of Minnesota students and families who experience homelessness, \$55 million could be dedicated each year to family homelessness prevention and assistance. Sponsored by Representative Aisha Gomez (DFL-Minneapolis), [HF1791](#) would make the funds available to counties in 2022 and beyond, depending on how many homeless students they have. Counties could use the money or distribute it to cities, Native American tribes and community-based nonprofits, which are also eligible for funds, but those dollars would need to go to help homeless youth and families with grades pre-K-12 students who are homeless or at risk of homelessness. Projects could include rental assistance, support and case management services, and connecting families with social services.

The bill would require the Commissioner of Revenue to submit a report to the Legislature by January 15, 2024. The report must include a list of projects funded by the counties, the number of people served, and the impacts of these projects on the people they serve. The report must be updated every two years.

The House Tax Committee laid the bill over for possible inclusion in the Omnibus Tax bill. There is no Senate companion at this time.

Tobacco Litigation Settlement:

Minnesota has settled its lawsuit against R.J. Reynolds Tobacco and ITG Brands over payments

from the landmark 1998 agreement and should receive at least \$81 million. State Attorney General Keith Ellison said that annual payments to the state are expected to be at least \$10 million for the foreseeable future. A Minnesota court in 2019 ruled in favor of the state, which argued that because of a brand-transfer issue, the tobacco company wrongfully failed to pay millions of dollars. Under terms of the settlement, the state will receive full back payment for the unpaid obligations from 2015-20, and ITG Brands will assume the obligation to make payments on the transferred brands going forward.

This Week

The work now shifts to the omnibus budget bills. The deadline for processing those bills is Friday, April 9.

The language of the Governor's supplemental budget will be available on Monday afternoon and will be heard on Tuesday in the House Health Finance and Policy Committee. Testimony will begin on Tuesday and may continue on Wednesday.

County priorities to be discussed this week include:

- Substance Use Disorder Reform
- Local Public Health Grant
- MnCHOICES
- Telepresence Task Force

At the end of this week, the Legislature will begin its Easter/Passover break (Saturday, March 27, through Monday, April 5). When the Legislature returns, six short weeks will remain for budget negotiations to be completed between the bipartisan Legislature and the DFL Governor.

Legislative Hearings of Note:

Monday, March 22:

Senate Health and Human Services Finance and Policy:

- [SF642](#) (Lang) Comprehensive Advanced Life Support Educational Program appropriation.
- [SF1148](#) (Lang) Emergency medical services regulatory board occupations certification requirements modification.

- [SF1791](#) (Johnson, M.) Emergency Medical Services Regulatory Board grants to regional medical services programs appropriation.
- [SF1821](#) (Utke) **Substance use disorder treatment provisions modifications.**
- [SF1726](#) (Eken); Safe place for newborns, adoption, child welfare program, and Northstar kinship assistance provisions modifications
- [SF2155](#) (Coleman) Certifying organizations for doula list modifications; doula registry governing provisions modifications.

- [SF1128](#) (Draheim) Durable medical equipment, prosthetics, orthotics, and supplies providers held harmless for payments over the federal allowable payment limit permission.
- [SF691](#) (Housley) Board of Cosmetologist Examiners elimination and duties assigned to department of health
- [SF1173](#) (Koran) **Local public health grants appropriation.**
- [SF954](#) (Benson) MA enrollees not using tobacco products cost-sharing waiver. MinnesotaCare tobacco use premium surcharge creation.
- [SF1257](#) (Benson) Background studies requirement exemption for licensed persons; additional authorized fingerprint collection vendors establishment; authorized on-site fingerprint collection vendor requirement; appropriating money.

House Health Finance and Policy:

- [HF2113](#) (Morrison) COVID-19; vaccine distribution requirements established, equitable vaccine distribution provided, and data reporting and provision required.
- [HF2138](#) (Hassan) Health, safety, and community engagement program funding provided; and money appropriated.
- [HF669](#) (Morrison) Timely provider credentialing by health plan company requirements established.

Tuesday, March 23:

Senate Human Services Reform Finance and Policy:

- [SF2054](#) (Rosen) Nursing home moratorium exception projects ongoing funding authorization.
- [SF795](#) (Murphy, E.) Child care assistance program disqualification for child care providers that rely upon representations of compliance prohibition.
- [SF297](#) (Abeler) Legislative Task Force on Human Services Background Study Eligibility creation; appropriations (Pending referral).

- [SF1483](#) (Abeler) **Long-term care consultation services reimbursement modification (Previously heard. Refer to Committee Engrossment).**

[scs1483ce1 \(PDF\)](#)

- [SF1063](#) (Bigham) Family first prevention act update, modifications, and provider certification.
- Presentation on the Governor's Revised Human Services Budget Proposal
- Discussion of the federal funds in the Department of Human Services budget

[CORRECTED DHS Federal Funds Summary Abeler \(PDF\)](#)

House Health Finance and Policy Committee:

- [HF2128](#) (Liebling) **(Governor's Supplemental Budget Bill)** Health care, human services, and licensing and background study provisions modified; health and human services budget established; technical and conforming changes made; money transferred; and money appropriated.

Wednesday, March 24:

House Ways and Means:

- **Presentation of Governor's revised budget recommendations for FY22-23**
- Adoption of House Budget Resolution for FY22-23 (to be posted)

House Human Services Finance and Policy Committee:

- [HF1825](#) (Edelson) Human services background study disqualification statute task force established to review and recommend improvements, report required, and money appropriated.
- [HF1512](#) (Edelson) Human Services; licensed individuals exempted from background studies under chapter 245C.
- [HF2127](#) (Schultz) Children and family services, community supports, direct care and treatment, and chemical and mental health

services provisions modified; forecast adjustments made; reports required; technical and conforming changes made; and money appropriated.

- HF312 (Becker-Finn) Court-appointed counsel requirement in child protection cases modified, report required, and money appropriated.
- HF1943 (Pinto) Child welfare and maltreatment provisions modified.
- HF2084 (Jordan) Recovery community organization grant funding provided, and money appropriated.
- HF2011 (Kotzya-Witthuhn) Intensive nonresidential rehabilitative mental health service eligibility, training, and service requirements modified.
- HF1929 (Bahner) Children's mental health grant service type modified, and money appropriated for the first psychotic episode and first mood disorder grant programs
- HF2116 (Frederick) Commissioner of human services directed to make substance use disorder treatment provider paperwork reduction and improvement recommendations, and money appropriated.

House Health Finance and Policy Committee:

- HF2128 (Liebling) (**Governor's Supplemental Budget Bill**) Health care, human services, and licensing and background study provisions modified; health and human services budget established; technical and conforming changes made; money transferred; and money appropriated.

House Early Childhood Finance and Policy Committee:

- Presentation on Governor's Supplemental Budget
- HF1268 (Richardson) Healthy development of babies during pregnancy and postpartum grant for black, indigenous, or people of color

families funding provided; and money appropriated. **Informational only

- HF2287 (Munson) Little Lakers Day Care Center grant funding provided, and money appropriated.

House Preventing Homelessness Division:

- Presentation by Steven Foldes on Youth Homelessness
- Presentation on the Impact of Foster Care on Youth Homelessness
- Informational Hearing on HFXXXX (Gomez) - relating to human services; appropriating money for grants under the Homeless Youth Act.

House Agriculture Finance and Policy:

- HF600 (Winkler) Recreational Cannabis

Senate Health and Human Services Finance and Policy:

- SF1371 (Koran) Dental services uniform prior authorization and credentialing processes establishment.
- SF701 (Senjem) Medical assistance coverage expansion to include adult periodontal disease nonsurgical treatment.
- SF1059 (Draheim) Rural health advisory committee additional member authorization.
- SF1919 (Draheim) Closed loop heat exchanger definition establishment; clarifying that a closed loop heat exchanger is an environmental well in certain situations.
- SF2110 (Draheim) Patient medical bill information requirements modification; health care price transparency requirements establishment.
- SF982 (Wiklund) Human services miscellaneous provisions governing children and family services, community supports, direct care and treatment, health care, human services licensing, background studies, and chemical and mental health services modifications; budget forecast adjustments; funds transfers.

Senate State Government Finance and Policy and Elections:

- SF1160 (Rosen) Minnesota Telehealth Act; **task force on creating a person-centered telepresence strategy** establishment; appropriating money.

Thursday, March 25:

House Human Services Finance and Policy:

- HF2127 (Schultz) Children and family services, community supports, direct care and treatment, and chemical and mental health services provisions modified; forecast adjustments made; reports required; technical and conforming changes made; and money appropriated.

Corrections and Public Safety – Carl Stark (612-414-1869)

Last Week

Many of the bills heard last week have previously been heard in other committees as the second deadline came and went on Friday. Now the committees should start to focus on budget bills and policy bills with a fiscal impact.

Healthy Start Act

SF 1315 (Kiffmeyer) was passed out of the Senate Judiciary and Public Safety Committee and will head to the Senate floor. The bill allows conditional release for incarcerated pregnant women and new mothers. Conditional release would be to halfway houses that have monitoring and security systems already in place. Testifiers stated that of the 278 pregnant women sentenced to serve time in Minnesota between 2013 and 2020, 77% were in prison for technical violations of supervision, and 84% had non-violent offenses. Just over half of those women were released within six months of giving birth. This plan would provide more options to allow for connection and bonding between mother and child within the first year, which has the potential to reduce harm to the child for a circumstance they had not control over.

The bill has now received wide bipartisan support in both bodies and is will likely to be passed into law.

Prevent Homelessness Upon Release from Prison

SF 519 (Osmek) started as a bill to provide identification cards to individuals released from prison as a secondary form of ID for applications, employment forms, and social security cards. It has turned into a bill that has the potential to provide many released inmates with additional services they need to succeed in the community. For example, it requires that the DOC provide an updated list of medications, a prescription for necessary non-narcotic medications, and a 30-day supply of non-narcotic medications. A simple thing like refilling a prescription may be very difficult for recently released individuals as all public health benefits end while in prison. They would need to apply for benefits (where ID might be necessary), find a primary care provider, have an exam and get a prescription, and then have the money to fill the prescription. By eliminating some steps, the individual will likely not run out of medication which makes them more likely to stay in the community without issue. There are similar provisions related to job searching, housing, and other support services. The bill was referred to the Senate Finance Committee with a recommendation to pass.

Parental Representation Bill

On Tuesday, the Senate Human Services Reform Finance and Policy Committee heard SF 941 (Mathews), the companion to HF 312 (Becker-Finn) mandating appointment of counsel to represent parents, guardians, custodians, and other parties in

child protection cases. As in the House, an appropriation of \$520,000 in fiscal year 2022 and \$520,000 in fiscal year 2023 for the Department of Human Services to reimburse counties is included which is intended to cover the additional expense of ensuring counsel is appointed at the first hearing. The funding only relates to counties that do not already provide services at the first hearing. A testifier for MACSSA and AMC relayed concerns regarding the logistical/financial challenges of the legislation in addition to a letter that from MACSSA and AMC.

Forfeiture Reform

The Senate Judiciary and Public Safety Committee heard S.F. 444 (Johnson, M.) which is the companion to HF75 (Moller) which was passed out of House committees in early February. The bill narrows the scope of what vehicles are subject to forfeiture, specifically those involved in felony DWI crimes. It allows a defendant to get their car back if they are participating in the Ignition Interlock program. There are further protections for innocent owners with enhanced due process procedures. Innocent owners can notify prosecutors of the ownership, which shifts the process from the courts to the county attorney's office. The notice of seizure has been updated to be more understandable. The bill clarifies towing and storage fees and reduces storage fees paid by a defendant in most cases. For controlled substance crimes, a threshold of \$1500 was set with an exception for any amount that was used for the purpose of purchasing or selling controlled substances. The funding structure that is currently in place for civil forfeiture is still in place and allows law enforcement and prosecutors to use those funds for routine tasks and as well as training, education, crime prevention, equipment, or capital expenses.

The hearing was informational only and focused on comparing S.F. 444, maintaining a civil forfeiture process with S.F. 725 (Newman), which creates a criminal forfeiture process. Senate staff prepared a side by side comparison of the different bills. The

Newman bill is similar to what was introduced in 2019, but changed significantly after mediated negotiations between stakeholders such as the Minnesota Sheriffs Association, the Minnesota County Attorneys Association, and the Public Defender's Officer. No action was taken on either of the bills.

Probation Violation Bill

HF1761 (Hollins) was heard in the House Public Safety and Criminal Justice Reform Committee on Friday. The bill limits probation revocation in limited circumstances involving minor violations that do not involved the commission of a new crime. It would require that a judge refuse a request to revoke probation on the first of the enumerated violations which includes not contacting a probation agent, failure to find employment, and a single failed drug test. The bill passed with nearly unanimous votes with one nay from a Representative that questioned the constitutionality of the limits on judicial discretion.

House and Senate Still at Crossroads on SAFE Act

The Senate and House continue to be at odds on how to provide additional resources for a public safety response to the Derek Chauvin trial. The Senate voted SF 1354 (Weber) off the floor on Monday, March 15. The House has yet to hear the bill and it is believed that there may not be enough support yet to pass the bill in the House.

The bill from the Senate includes the language from S.F. 1588/H.F. 1593, which extends the effective date of the new use of deadly force standard to September 1, 2021 to accommodate delays from the State in developing and distributing training guidance related to the policy. The training guidance was given only 11 days before the policy was originally set to be effective, which dd not give local law enforcement agencies enough time to implement the training guidance and properly train all of their employees. The floor debates so far have suggested that the provision does not have support from the DFL.

This Week

Monday has light public safety committee activity as both bodies hear bills on the floor. The House Ways and Means Committee will be hearing an overview of the Governor's revised budget recommendations (which not include an increase to the CCA subsidy and CPO reimbursement).

On Tuesday, the House Public Safety and Criminal Justice Reform Committee will focus on sentencing with the following bills:

- HF2111 (Koegel) DWI offense; random testing program to verify abstinence as probation and release condition established.
- HF167 (Stephenson) Presentence investigation and written report requirement modified.
- HF290 (Edelson) Felony drive-by shooting clarified.
- HF41 (Frazier) COVID-19; emergency paid sick leave provided to health care employees excluded from Families First Coronavirus Response Act.

- HF1691 (Hornstein) Crimes motivated by bias reporting expanded; crimes of assault, property damage, and harassment motivated by bias amended; Board of Peace Officer Standards and Training required to update training in recognizing, responding to, and reporting bias crimes; and money appropriate.

First thing Wednesday morning, the House Human Services Finance and Policy will heard HF312 (Becker-Finn) requiring the court to appoint counsel for parents, guardians, and custodians in child protection cases. That afternoon, the Senate Judiciary and Public Safety Committee will hear S.F. 1137 (Rarick) which provides grants for alternatives to incarceration pilot programs. Anoka County received the grant previously and has seen indications of success of the program.

On Thursday, the House Public Safety Committee will be hearing law enforcement accountability legislation, while Friday will be focused on the Governor's revised budget recommendations.

General Government and Other – Matt Massman (651-222-8737)

Last Week

The Legislative Commission on Pensions and Retirement (LCPR) had an extended discussion of its recent study on pension COLA adjustments, and whether to adopt a proposed amendment to the report. The discussion relates to whether the report language has implications for the principles that will guide future decisions on when and whether to increase COLA's.

Three employer leave time bills continued through multiple House committee stops, although none of the bills have received a committee hearing in the Senate yet this session, including:

- HF41 (Frazier) – requiring employers to provide COVID paid leave up to 80 hours for health care, first responders, and essential workers -- was approved by House State Government Committee.

- HF7 (Olson, L.) – requiring employers to provide up to 48 hours of earned sick and safe time -- has been approved by all House policy committees and is now in Ways and Means
- HF1200 (Richardson) –creating a statewide employer Paid Family and Medical Leave program -- was approved by two more House committees: Judiciary and Civil Law and Labor, Industry, Veterans and Military Affairs.

Last week's bill introductions of note:

- HF2215 (Edelson) – directing funds from the 911 Emergency Telecommunications Service Account to be used as grants for counties to design, develop, implement, operate, and maintain the geographic information system.
- HF2223 (Hout)/SF2062 (Bigham) – amending laws allowing counties to establish subordinate service districts in a portion of a county to

provide financing to an authorized function with approval of a county board.

- HF2253 (Sundin)/SF2143 (Utke) adopting the recommendations of the Workers' Compensation Advisory Council (WCAC)
- SF2063 (Bigham) – amending and clarifying Metropolitan Council member qualifications, as well as creating staggered terms, and providing additional information to the public during the selection process.
- SF2135 (Osmek) – requiring the Metropolitan Council to distribute funds received from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) according to the urbanized area formula as provided in United States Code.
- SF2198 (Bigham) – transferring 911 Telecommunicators from PERA general to the PERA correctional plan and transferring service credits, which will have implications for higher employer contributions related to military service credit.

This Week

Monday (10:30 a.m.), House Ways and Means Committee will hear several issues of interest to counties, including a review of American Rescue Plan Act expenditures for Minnesota, and,

- HF1203 (Wolgamott) extends the COVID-19; workers' compensation claim presumption to December 31, 2021.
- HF39 (Carlson) providing rehire and retention protections provided for laid-off workers during a declared emergency, and civil penalties imposed.
- HF7 (Olson, L.) requiring employers to provide earned sick and safe time.

On Tuesday (1:00 p.m.), the House Public Safety and Criminal Justice Reform Committee will here HF41 (Frazier), requiring up to 80 hours of COVID leave for emergency responders, medical and essential workers that did not otherwise provided paid leave under the FFCRA or an employer provided leave

benefit offered in addition to regular earned or paid leave time. The committee will also meet Thursday (1:00 p.m.) for Law Enforcement Accountability Day, and Friday 10:30 a.m. to consider an omnibus budget provisions, with a possible into the evening Friday meeting.

Tuesday afternoon (3:00), House Labor, Industry, Veterans and Military Affairs Committee will hear HF2253 (Sundin), the Worker's Compensation Advisory Council policy recommendations (see bill summary). Key provisions of interest to county employers are that:

- Amends the definition of minimum weekly compensation to be the lesser of 20% of the maximum compensation rate (instead of \$130 a week) or the employees' actual weekly wage.
- Provides a penalty for billing an injured worker for treatment in violation of the workers' compensation law.
- Extends the May 1, 2021, sunset date of the current workers' compensation COVID-19 presumption statute to December 31, 2021

Senate Labor and Industry Policy will hear SF2143 (Utke)—the Senate companion WCAC policy bill on Wednesday at 8:30 a.m.

The Legislative Commission on Pensions & Retirement will meet Tuesday evening (5:00 p.m.) will meet and take up a series of bills, and potentially continue unresolved conversation on whether to amend and approve a staff pension COLA report, with possible implications for future guidance on when and to what extend to adjust COLA's to offset inflation impacts on the value of benefits paid.

On Wednesday (1:00 p.m.) the House Agriculture Committee will hear HF2147 (Anderson) appropriating \$1 million in each year of the biennium for county agriculture inspector grants.

On Wednesday (1:00 p.m.), the House Workforce and Business Development Committee will hear the HF1200 (Richardson), establishing a statewide mandate for all employers to provide Paid Family and Medical Leave.

Last Week

The Senate Environment and Natural Resources Policy and Legacy Finance heard two bills for possible omnibus policy bill consideration, including SF908 (Weber) expanding allowable uses for county boards to spend net proceeds from sale of tax-forfeited land and SF1767 (Howe) creates a mattress recycling program.

Last Tuesday, HF836 (Richardson) to repay \$13.905 million from the General Fund to the Metropolitan Landfill Contingency Action Trust (MLCAT) was presented to the House Environment and Natural Resources Finance and Policy. Dakota Commissioner Mike Slavik testified in support of the bill, a MICA platform priority recapture funds transferred out of the trust in 2003 and 2005 to help balance the General Fund (Fact Sheet).

On Thursday, MICA provided written testimony sharing concerns with HF1733 (Hansen, R.), a bill authorizing counties to assess \$25 per transaction fee on mortgage and deed filings with revenues to be used for Soil and Water Conservation Districts (SWCD's), and excluding counties from eligibility for clean water grants if they do not provide tax support for SWCD's and water management efforts through this or another specified means. The committee also heard HF1586 (Torkelson) appropriating funds to conduct a feasibility study for the merger of SWCD's and WMO's.

Last week's bill introductions of note:

- HF2232 (Morrison) – prohibiting hotels from selling, offering for sale, or providing to customers a single-use plastic product, incurring a civil penalty of \$50, up to a maximum of \$10,000.
- HF2234 (Boe) – requiring the commissioner of commerce to develop and fund a program to install a network of EV charging stations in

parking lots and facilities at county government centers.

- SF2088 (Lang) – requiring the Commissioner of Natural Resources, by January 15, 2023, in consultation with counties and other interested parties, to submit a report to the legislature on the public waters inventory modification process, including any necessary legislative changes, to ensure all modifications to the public waters inventory provide an opportunity for local government involvement and public comment.
- SF2289 (Lang) – modifying Public Waters Inventory revision processes, changing the word shall, to must in multiple sections.

This Week

The Senate Environment and Natural Resources Policy and Legacy Finance Committee will meet Monday and Wednesday (1:00 p.m.) and take up Clean Water Council funding recommendations and nearly thirty requests for Legacy funding. Senate Environment and Natural Resources Finance this week will take up (at 10:30 a.m.):

- On Tuesday SF1678 (Pratt) to appropriate \$3 million from the renewable development fund (RDF) account for reuse of Anoka-Ramsey landfill to install a solar energy installation, and three other bills.
- Wednesday's agenda will include SF787 (Ruud) making a \$450,000 appropriation each year of the biennium for the Greater Minnesota Regional Parks and Trails Commission.

House Environment and Natural Resources Committee will meet (1:00 p.m.), on Tuesday to take up DNR Governor budget recommendations and on Thursday to hear HF1877 (Hansen, R.), modifying the critical habitat private sector matching account and statutory appropriations.

HEARING SCHEDULES

Combined Legislative Meeting Calendar Upcoming 7 days

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