



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Phone: 651-213-8830 FAX: 651-213-8876

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

BOARD OF COMMISSIONERS ANNUAL ORGANIZATION MEETING AGENDA TUESDAY, January 5, 2021

9:00 a.m. Board Pictures

Oath of Office Administered to Commissioners Marlys Dunne, Mike Robinson, Rick Greene
10th Judicial District Judge Catherine Trevino

Oath of Office Administered to Chisago County Assessor John E. Keefe
10th Judicial District Judge Catherine Trevino

9:30 a.m. Convene Annual Meeting; Pledge of Allegiance; Approve Agenda

Annual Business Items:

- | | |
|---|--------|
| 1.) Election of 2021 Board Chair | TAB 1 |
| 2.) Election of 2021 Board Vice Chair | TAB 2 |
| 3.) 2021 Board Chair - Opening Remarks | TAB 3 |
| 4.) Adopting the Chisago County Board of Commissioner's Operating Guidelines for 2021 | TAB 4 |
| 5.) Establish 2021 Meeting Schedule | TAB 5 |
| 6.) Establish 2021 Mileage, Lodging, and Meal Reimbursement Rates | TAB 6 |
| 7.) Delegation of Perfunctory Personnel Actions (Annual Review) | TAB 7 |
| 8.) Discuss/Establish 2021 Board Committee Assignments | TAB 8 |
| 9.) Reaffirmation of Official Publication/Newspaper | TAB 9 |
| 10.) 2021 Citizen Appointments to Various Boards/Committees/Commissions | TAB 10 |

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."

Consent Agenda:

- | | |
|---|--------|
| 11.) Authorize Payment of County's Warrants and Miscellaneous Bills | TAB 11 |
| 12.) Approve Minutes of December 16, 2020 Regular Meeting | TAB 12 |
| 13.) Acceptance of 2020 Chisago County Donations | TAB 13 |

Business Meeting:

- | | |
|---|-------------------|
| 14.) Revision of Policy and Procedure 503 Income Maintenance and Collections - HHS | TAB 14 |
| 15.) Central Minnesota Mental Health Center Detoxification Services Contract 2021 - HHS | TAB 15 |
| 16.) Repair of Courthouse Elevator and Remodel of Office Space | TAB 16 |
| 17.) Prof. Service Agreement Between Chisago County and Canvas Health, Inc. - CCSO | TAB 17 |
| 18.) Peter Smothers "Bloom Meadows" Final Plat | TAB 18 |
| 19.) Glenn and Krisa Carlson "Oasis North" Final Plat | TAB 19 |

20.)	Shaun Fiedler "7M Lakes 1 st Addition" Final Plat	TAB 20
21.)	Change Order(s) No. 1 & 2 – S.I.R.T. No. 2018-214-4-01-09E (State Park) – ESD	TAB 21
22.)	Chisago County Small Business Grant Relief Program	TAB 22
23.)	Transferring Heartland Express Assets to Arrowhead Transit	TAB 23
24.)	Credit Card Request – Karen Gates, Human Resources Director	TAB 24

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Announce Closed Meeting (M.S. § 13D.05)

- Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. Minn. Stat. §13D.05, Subd. 3. The Meeting will be closed to allow the County Board to discuss with legal counsel strategy related to litigation, *Michelle Jacobson v. County of Chisago (MN) and Richard Duncan, both individually and in his official capacity as Sheriff of Chisago County (MN)*



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Chisago County Request for Board Action

Meeting Date: January 5, 2021		Item Number: 1	
Title of Item for Consideration: Election of 2021 Chisago County Board Chair			
Action Requested by: Board of Commissioners		Department: Administration/Clerk of the Board	
Previous Action on this Matter: Every year, the Board of Commissioners is asked to nominate and select a new Chairperson for the upcoming Business year.			
Background: The Clerk of the Board is requesting the Board select a Chairperson for the upcoming 2021 Business year. The Clerk of the Board will call for nominations of the Chair for 2021. Then the Clerk will call for a voice vote of the Commissioners and, after voting, the Chair for 2021 will be declared.			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2020 Chair with the following suggested motion: <i>Those in favor of Commissioner _____ for Chair, please say 'aye'; whereupon the Clerk declared Commissioner _____ as Chair of the Board for 2021.</i>			
Implications of Action: If the suggested election is undertaken, the County Board will have a Chairperson for the upcoming 2021 Business year. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.			
Administrator's Recommendation			
Approve <u>CES</u>		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: January 5, 2021	Item Number: 2
Title of Item for Consideration: Election of 2021 Chisago County Board Vice Chair	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners is asked to nominate and select a new Vice Chairperson for the upcoming Business year.	
Background: The Board of Commissioners selects a new Vice Chairperson for the upcoming 2021 Business year. The newly-elected 2021 Chairperson will call for nominations for Vice Chair for 2021. The Board Chairperson will then call for a voice vote of the Commissioners and, after voting, declare the Vice Chair for 2021.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2021 Vice Chair with the following motion: <i>Those in favor of Commissioner _____ for Vice-Chair, please say 'aye';</i> <i>whereupon the Chairperson declared Commissioner _____ as Vice-Chair of the Board for 2021.</i>	
Implications of Action: If the action is undertaken by the County Board, the Board will have a Vice-Chairperson for the upcoming 2021 Business year. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in 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 _____

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Chisago County Request for Board Action

Meeting Date: January 5, 2021		Item Number: 3	
Title of Item for Consideration: 2021 Chisago County Board Chair Opening Remarks			
Action Requested by: Board of Commissioners		Department: Administration/Clerk of the Board	
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners' newly-selected Chairperson is allotted time to make a few opening remarks.			
Background: The County Board has reserved time in the Agenda for the newly-selected Chairperson to provide some opening remarks. Such remarks will be published in the January 5, 2021 minutes.			
Action Requested/Recommended: It is respectfully requested that the newly-elected 2021 Chisago County Board Chairperson provide a few opening remarks at this, the start of the new year.			
Implications of Action: Remarks made will be published in the Chisago County Board of Commissioners minutes for January 5, 2021.			
Budget/Financial Implications: None			
Legal/Policy Implications: The proposed activities are in 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 _____

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Chisago County Request for Board Action

Meeting Date: January 5, 2021	Item Number: 4
Title of Item for Consideration: Adopting the Chisago County Board of Commissioner's Operating Guidelines for 2021	
Action Requested by: County Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners adopts Rules of Conduct and Rules of Order for the Meetings of the Chisago County Board of Commissioners.	
Background: The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board. The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The principles shall guide the County Board in its interpretation and application of the Guidelines. Attachment: Chisago County Board of Commissioners Operating Guidelines 2021	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt Chisago County Board of Commissioner's Operating Guidelines for 2021. The suggested motion is as follows: <i>"Move to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2021."</i>	
Implications of Action: The Operating Guidelines set a standard of conduct and rules to guide the Board, staff and the citizens we serve in the conduct and rules of meetings and to address agenda items. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in 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 _____
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Chisago County
Board of Commissioners



Operating Guidelines

2021

ADOPTED 1/5/2021

1
2
3 Chisago County Board of Commissioners

4
5 2021

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7
8 District 1 – Chris DuBose

9
10 District 2 – Rick Greene

11
12 District 3 – Marlys Dunne

13
14 District 4 – Ben Montzka

15
16 District 5 – Mike Robinson

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18
19
20 County Administrator – Chase Burnham

21
22 County Attorney – Janet Reiter

23
24 County Sheriff – Brandon Thyen

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I. OVERVIEW

A. Purpose

The Chisago County Board of Commissioners hereinafter may also be referred to as "Board" or "County Board", is the governing body of the County, charged to make the policy-decisions of Chisago County by law with the management of the affairs of Chisago County. The County Board operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the confines of State and Federal Law.

The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board.

The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The following principles shall guide the County Board in its interpretation and application of the Guidelines.

B. Statement of Principles

The Operating Guidelines are designed to produce a procedural balance that considers all principles and articulates a specific process by which those principles interact and work.

C. Effective Date

These guidelines shall become effective upon passage by the County Board on January 5, 2021.

II. AMENDMENTS TO THE OPERATING GUIDELINES

Any member of the County Board may initiate action to amend the Operating Guidelines. Amendments to the Operating Guidelines may also be initiated by the County Administrator.

During the annual organizational meeting, also known as statutory meeting (see page 9), the County Board shall adopt the Operating Guidelines for the year.

At any time throughout the year the County Board may amend the Operating Guidelines by an affirmative vote of the members. Changes shall be effective immediately upon passage.

Commented [JBF1]: Page 5, Lines 6 and 7: The language here is a bit broad.

The language could remain. Too be consistent with statute, the suggested change is offered - The County Board is the governing body of the County, charged to make the policy-decisions of Chisago County.

The County Board delegated its management authority, save its appointment power with respect to the County Administrator when adopting the County Administrator form of government and approving of the current position description of the office of County Administrator.

Commented [JBF2]: Page 5, Lines 35-36 See Page 9, Lines 36-38.

Any changes in statute or law affecting the guidelines are effective immediately and will be reflected in the next draft of the guidelines.

III. COUNTY BOARD ORGANIZATION

A. Membership

The County Board consists of five (5) members elected from single-member districts appointed on the basis of population as provided by law.

B. Commissioner District

The boundaries of commissioner districts, including the procedures to follow in the event that a redistricting is needed, are established pursuant to Minnesota Statutes 375.025.

C. Terms of Office

The term of each Board member is four years, except as otherwise established pursuant to Minnesota Statutes 375.03.

D. Vacancy

A vacancy in the office of County Board is filled pursuant to Minnesota Statutes 375.101:

Subdivision 1. **Option for filling vacancies; special election.** (a) Except as provided in subdivision 3, a vacancy in the office of County Commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The County Board may by resolution call for a special election to be held according to the earliest of the following time schedules:

(1) Not less than 120 days following the date the vacancy is declared, but no later than 12 weeks prior to the date of the next regularly scheduled primary election;

(2) Concurrently with the next regularly scheduled primary election and general election; or

(3) No sooner than 120 days following the next regularly scheduled general election.

(4) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

1
2 Subd. 2. **When victor seated immediately.** If a vacancy for which a
3 special election is required occurs less than 120 days before the general
4 election preceding the end of the term, the vacancy shall be filled by the
5 person elected at that election for the ensuing term who shall take office
6 immediately after receiving the certificate of election, filing the bond,
7 and taking the oath of office.
8

9 Subd. 3. **Inability or refusal to serve.** In addition to the events specified
10 in section 351.02, a vacancy in the office of County Commissioner may
11 be declared by the County Board when a commissioner is unable to serve
12 in the office or attend Board meetings for a 90-day period because of
13 illness, or because of absence from or refusal to attend Board meetings
14 for a 90-day period. If any of the preceding conditions occurs, the
15 County Board may, after the Board by resolution has declared a vacancy
16 to exist, make an appointment to fill the vacancy at a regular or special
17 meeting for the remainder of the unexpired term or until the ill or absent
18 member is again able to resume duties and attend County Board
19 meetings, whichever is earlier. If the original member is again able to
20 resume duties and attend Board meetings, the Board shall, by resolution,
21 so determine and remove the appointed officeholder and restore the
22 original member to office.
23

24 Subd. 4. **Vacancies of less than one year: appointment option.** Except
25 as provided in subdivision 3, and as an alternative to the procedure
26 provided in subdivisions 1 and 2, any other vacancy in the office of
27 County Commissioner may be filled by Board appointment at a regular
28 or special meeting. The appointment shall be evidenced by a resolution
29 entered in the minutes and shall continue until an election is held under
30 this subdivision. All elections to fill vacancies shall be for the unexpired
31 term. If one year or more remains in the unexpired term, a special
32 election must be held under subdivision 1. If less than one year remains
33 in the unexpired term, the County Board may appoint a person to fill the
34 vacancy for the remainder of the unexpired term, unless the vacancy
35 occurs within 90 days of the next county general election, in which case
36 an appointment shall not be made and the vacancy must be filled at the
37 general election. The person elected to fill a vacancy at the general
38 election takes office immediately in the same manner as for a special
39 election under subdivision 1, and serves the remainder of the unexpired
40 term and the new term for which the election was otherwise held.
41

42 Subd. 5. **County Boards vacancy appointment: public hearing.**
43 Before making an appointment to fill a vacancy under subdivision 4, the
44 County Board must hold a public hearing not more than 30 days after the
45 vacancy occurs with public notice given in the same manner as for a

1 special meeting of the County Board. At the public hearing, the Board
2 must invite public testimony from persons residing in the district in
3 which the vacancy occurs relating to the qualifications of prospective
4 appointees to fill the vacancy. Before making an appointment, the Board
5 also must notify public officials in the affected district on the
6 appointment, including town board and city council members, and must
7 enter into the record at the Board meeting in which the appointment is
8 made the names and addresses of the public officials notified. If after the
9 public hearing, the Board is unable or decides not to make an
10 appointment under subdivision 4, it must hold a special election under
11 subdivision 1, but the time period in which the election must be held
12 begins to run from the date of the public hearing.

13 **E. Officers**

14 The County Board, at its annual meeting, elects from its members a Chair
15 and a Vice Chair. The Chair presides at the County Board meetings,
16 decides on questions of order, and signs all documents requiring
17 signature on the Board's behalf. The Chair's signature, attested to by the
18 County Administrator, Clerk of the Board or designee, is binding as the
19 signature of the County Board.

20
21 The County Board elects from its membership a Vice Chair at the same
22 time and place and in the same manner as provided for the election of the
23 Chair. The Vice Chair performs the duties of the Chair when the Chair
24 is unable to perform the duties.

25
26 If the Chair and Vice Chair are absent from any meeting, the members
27 present shall choose one of their members as temporary Chair, and all
28 documents requiring the signature of the County Board shall be signed
29 by a majority of it and attested to by the County Administrator
30 (Minnesota Statutes 375.13). Robert's Rules of Order defines majority
31 as "more than half" of the votes cast by persons entitled to vote,
32 excluding blanks or abstentions, at a regular or properly called meeting."

33 **F. Compensation**

34 County Board members receive, as compensation for services, an annual
35 salary as set by resolution of the County Board. The salary must be
36 established prior to the end of the preceding year, and is effective January
37 1 of the new year. The resolution shall contain a statement of the new
38 salary as defined on an annual basis and must be published in the official
39 County newspaper.

40 **G. Indemnification**

41 Chisago County Board members are protected by the defense and
42 indemnification provisions through Chisago County's membership in the
43 Minnesota Counties Intergovernmental Trust.

1 IV. COUNTY MEETINGS

2
3 A. Regular Meetings

4 Members of the County Board are entitled to ten (10) days' notice of
5 regular Board meetings (Minnesota Statutes 375.07). At the annual
6 organizational meeting of the Board, the County Board shall adopt a
7 schedule of regular Board meetings for the upcoming year. The schedule
8 will include the location, date, and time of the meetings. During the year,
9 the schedule may be amended by vote of the County Board.

10
11 Unless otherwise stated, all regular meetings of the County Board will be
12 convened in the Board Room of the Chisago County Government Center
13 in Center City, Minnesota. All regular meetings of the County Board are
14 open to the public.

15
16 Anyone attending a County Board meeting, excluding emergency
17 response personnel, will be required to have cell phones or any other
18 electronic device on silent mode. This includes all meetings of the
19 County Board referenced in Section IV. of the Operating Guidelines.

20
21 According to the Open Meeting Law, at any meeting that must be open
22 to the public, there must be at least one copy of any printed materials
23 relating to the agenda available for inspection in the meeting room.

24
25 B. Statutory Meeting

26 By state law (Minnesota Statute 375.07) the County Board must meet at
27 the county seat on the first Tuesday after the first Monday in January,
28 which is when the terms of new Board members begin. The County
29 Board transacts the following organizational business during this annual
30 organizational meeting:

- 31
32 1. Administration of the Oath of Office (if required).
33 2. Election of Officers.
34 3. Appointments of Commissioners to commissions, committees, and
35 boards.
36 4. Appointment of voting delegates to AMIC.
37 5. Awarding of Official County Newspaper (or confirming Official
38 Newspaper).

39 5. Adoption of County Board Operating Guidelines

40 C. Open Meeting Law

41 All meetings of the County Board and Board Committees are subject to
42 the Open Meeting Law (Minnesota Statutes 13D).

Commented [JBF3]: Page 9, Lines 36-38. Language
inserted consistent with Section II, found at Page 5, Lines
35-36.

1 **D. Closed Meetings**

2 The County Board may, by motion, convene in closed session for the
3 purposes of transacting business. Business which may be considered in
4 closed session are as follows:

- 5
- 6 • In accordance with the attorney-client privilege;
 - 7 • To consider strategy for labor negotiations;
 - 8 • To consider real estate negotiations;
 - 9 • To consider security measures;
 - 10 • Or as otherwise required or permitted by the Minnesota Open
11 Meeting Law.
- 12

13 Before closing a meeting, the Board will state, on record, the specific
14 grounds permitting the meeting to be closed and describe the subject to
15 be discussed.

16 **E. Special/Emergency Meetings**

17 The Chisago County Board may, by Board action, establish a special or
18 emergency meeting. Special meetings shall be preceded by three (3)
19 days' notice, including a posting of the meeting notice on the Chisago
20 County website, outside the County Boardroom and either (1) mailed or
21 delivered notice to persons who have requested such notice, or (2)
22 publication of the notice in the official newspaper (Minnesota Statutes
23 471.705). Procedures to schedule a special meeting shall be in
24 accordance with Minnesota Statutes.

25

26 Adjourned or reconvened meetings may be held at any specific time,
27 date, and place the Board may adopt without additional notice. However,
28 the time, date, and place must be publicly specified by the Board prior to
29 adjourning the meeting in which the time, date, and place are established.

30

31 **F. Work Sessions and Informal Meetings**

32 From time to time, the County Board may schedule work sessions,
33 workshops, retreats, forums, or additional meetings at such times and
34 concerning such subjects as may be established by action of the Board.
35 A schedule of such meetings shall be maintained in the County
36 Administration office. Work sessions and other informal meetings of the
37 Board not regularly held, shall be subject to the same notice requirements
38 of the Open Meeting Law.

39 At the beginning of each year, the County Board will schedule a time, at
40 a regular Board meeting or a work session, to discuss and review topics
41 of importance such as the County's Strategic Plan, the County's financial
42 status, current and future levies, County goals and priorities, and other
43 department or committee commission topics/issues, if needed.

1 **G. Public Hearings**

2 From time to time, the County Board conducts formal public hearings.
3 In addition to those required by law, the County Board may hold public
4 hearings on matters of business when it decides that such hearings are in
5 the best interest of the general public or issues under consideration. The
6 order of business for public hearings generally follows this procedure:
7

- 8 1. Presiding officer opens the hearing and states the purpose.
9 2. Brief description of issue by County staff.
10 3. Presentation, if applicable, by affected or interested persons.
11 4. Open discussion by members of the general public.
12 5. Discussion by the County Board.
13 6. Public hearing closed by Chair.
14 7. Decision of the County Board.
15

16 At any time during the process, the County Board may address any
17 questions as deemed appropriate.
18

19 The County Board may after the public hearing procedure as needed to
20 assure that the hearings are conducted in an orderly, fair, and expeditious
21 manner, including establishing reasonable time limits for speakers
 individually or on each side of the issue before the Board.
22

23 Rules adopted for public hearing procedures are intended to promote an
24 orderly discussion, to give every person an opportunity to be heard, and
25 to ensure that no individual is embarrassed by exercising the right to free
26 speech.
27

28 All comments by members of the public shall be made at the
29 microphones, if available, and individuals making comments shall first
30 give their name and address. This is required for an official record of the
31 public hearing. Members of the public interested in addressing the
32 County Board are requested to sign in and make it known at the
33 appropriate time that they wish to speak.
34

35 **II. Audience/Citizen Requests**

36 The County Board prefers all business matters initiated by citizens
37 coming before them to first be reviewed by staff and scheduled for
38 discussion on the County Board agenda.
39

40 If an individual seeks to appear before the County Board, he/she should
41 notify County Administration of his/her intention and the issue to be
42 presented. Staff will confer with the individual, address the issue, and

1 if necessary, schedule the issue accordingly on the County Board agenda
2 after consultation with the County Board Chair.
3

4 Chisago County also has a public comment session during each regular
5 Board meeting. At the call of the Chair and after signing in, individuals
6 will have an opportunity to address concerns to the County Board. The
7 Rules of Conduct for the public comment session are posted in the
8 County Board Room. The Chair will disallow public comment that may
9 be offered concerning pending zoning applications or similar matters that
10 have come before the Board for determination because the record of that
11 application is closed at the end of the public hearing held on such
12 application

Commented [JBF4]: Page 12, Lines 4-8 (Public Comment). Consider adding language that limits public comment to matters other than pending applications which are before the Board for determination.

Suggested language:
The Chair will disallow public comment that may be offered concerning pending zoning applications or similar matter that have come before the Board for determination because the record of that application is closed at the end of the public hearing held on such application.

13 **I. Board Committees**

14 For the purpose of assisting the Board in carrying on its business,
15 committees shall be formed and shall be composed of members as
16 determined by resolution of the Board. Minutes of the committee
17 meetings shall be kept and shall become official upon approval of the
18 committee. All actions of the committees are considered
19 recommendations to the County Board or appropriate committee.

20 **J. Quorum**

21 A quorum is necessary for transaction of business. A majority of the
22 members of the Board constitutes a quorum and no business shall be
23 transacted unless approved by a majority (three votes) of the whole
24 County Board (Minnesota Statutes 375.07). Less than a majority of
25 members may convene a meeting, but no business may be transacted.
26 Less than a majority may adjourn the meeting.
27

28 Any County Board member who, for any reason, anticipates or plans an
29 absence at any regular or special meeting, is encouraged to contact the
30 County Board Chair or the County Administrator to indicate his or her
31 planned absence.

32 **K. Role of Presiding Officer (Chair)**

33 The presiding officer of the meeting is the Chair. In the absence of the
34 Chair, the presiding officer will be a Vice Chair. The duties and powers
35 of the presiding officer include the following:
36

- 37 1. Preside at all meetings of the County Board.
- 38 2. Preserve order and decide questions raised by members subject to
39 appeal to the Board.
- 40 3. Vote all questions regularly moved and announce the result.
- 41 4. Serve as representative of the Board in execution of contracts, orders,
42 determinations, and minutes of the Board.

1 5. The Chair of the Board may make a motion and has the same voting
2 rights and responsibilities as other members.

Commented [JBF5]: Page 13, Lines 1 and 2 – consider
adding additional duties and responsibilities, including
the responsibility

3
4 **L. Addressing the County Board**

5 Formal protocol is used when speaking to the County Board. The County
6 Board Chair is addressed as Mr. Madam Chair and other Commissioners
7 are addressed as Commissioner or Commissioner "last name". Members
8 of the public may speak on any matter before the County Board when
9 recognized by the Chair and within established procedures as outlined in
the guidelines.

10
11 **M. County Administrator**

12 The County Administrator or designee shall attend all meetings of the
13 County Board. The County Administrator represents the staff at the
14 meetings. The County Administrator may participate in the discussion
15 or recommend a resolution or action to the County Board. A member of
16 the Board may call on the County Administrator to participate in the
17 discussion or request a verbal recommendation on any subject pending
18 before the Board.

19 The County Administrator or designee shall prepare a written agenda for
20 all regular and special meetings of the County Board. The County
Administrator or designee shall also:

- 21
22
23 1. Makes regular entries of all Board resolutions and decisions upon all
24 questions.
25 2. Records the vote of each member on any question submitted to the
26 Board.
27 3. Preserves and files all business acted upon by the Board.
28 4. Certifies, under seal of the County, copies of any and all resolutions
29 or decisions of the Board.
30 5. Performs such further duties as designated by the Board.

31 **V. RULES OF PROCEDURE**

32
33 **A. Statement of Purpose of the Board**

34 The County Board is the body charged by law with the ultimate
35 management and control of all of the affairs of Chisago County. As such,
36 it operates as a deliberative and legislative assembly, meeting to discuss
37 and determine the direction and policies of the County within the
38 framework of state and federal law and ordinances the County Board may
39 adopt. The various elected and appointed officials charged by law or the
40 County Board with the operation of substantive areas of service delivery

1 must conduct the management of their respective departments within the
2 limits established by law and the County Board.

3 **B. Statement of Principles of the Rules**

4 The foundation for Rules of Order lies in the basic and enduring
5 principles of rights. Specifically enunciated, these rights include the
6 right of the majority to rule, the right of the minority to be heard, and the
7 right of the individual to participate in the decision-making process.
8 Along with these rights are important canons of efficiency: namely,
9 attend to one matter at a time, and the balancing of the affirmative and
10 negative factions to a pending matter.

11
12 Finally, the Rules foster courtesy and decorum, holding firm to the
13 maxim that one must debate motions, not members. All members should
14 conduct themselves in a professional manner at all times.

15 **C. Statement of Purpose of the Rules**

16 The Rules intend to strike a procedural balance that considers all
17 principles and enunciates a specific process by which those principles
18 interact and work. The Rules are representative of principles, both to
19 give specific guidance on method and to provide a reasonable
20 compromise in the event of conflict.

21
22 IF AN ISSUE IS NOT COVERED UNDER THE CHISAGO COUNTY BOARD OF
23 COMMISSIONERS RULES OF PROCEDURE, ROBERT'S RULES OF ORDER
24 (NEWLY REVISED) WILL APPLY.

25 **VI. TYPES OF COUNTY BOARD ACTION**

26
27 **A. Resolution**

28 The County Board takes formal actions by resolution (Minnesota Statutes
29 373.02), ordinance (Minnesota Statutes 375.51), or a motion, second and
30 majority support by members of the Board. A motion may be introduced
31 by any member of the County Board.

32
33 The main motion in the form of a resolution is the means by which a
34 member may present a substantive proposal to the County Board for
35 consideration and action. Since it is the basic motion for the transaction
36 of business only one subject may be considered at a time and the main
37 motion may be postponed only when no other motions are before the
38 County Board.

39 **B. Ordinance**

40 The County Board may take formal action by ordinance (Minnesota
41 Statutes 375.51.) An ordinance is a legislative act prescribing general.

uniform, and permanent rules of conduct relating to the affairs of the County Board. Action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

C. General Consensus

The County Board provides informal direction by consensus. Informal direction is most often used to provide staff with preliminary Board perspective on a matter which will require future formal action. Informal direction is also used to provide additional insight into formal actions previously taken. Informal direction standing alone does not establish Board policy or authorize action.

D. Policy Development

Authority for the development of policies in Chisago County is granted to the County Board through Minnesota Statutes Chapter 373 (Counties, Powers, Duties and Privileges), Minnesota Statutes Chapter 375 (County Boards) and other statutes.

With the powers granted within these statutes, the County Board may delegate certain authority, as appropriate. These delegations on authority may be rescinded at any time by the Board.

The County Board may at any time refer an item or resolution to the appropriate Committee for further review and deliberation.

VII. COUNTY BOARD AGENDA

A. Preparation and Distribution

The County Administrator shall cause preparation of the agenda and supporting material for each regular and special meeting. Members of the Board may request an item to be placed on the agenda by informing the County Administrator. The County Administrator shall add any such subject matter to the agenda after conferring with the Chair.

Copies of the agenda and supporting material are made available to County staff, public, and media as appropriate. A distribution list is maintained in the County Administration office. Members of the public who are interested in following issues considered by the Board may register their name and address with County Administration to be placed on the agenda distribution list.

The agenda and minutes are available on the Chisago County web site at www.chisagocounty.us.

Commented [JB6]: Page 15, Lines 27-30. The issue here is to what degree does anyone Commissioner have the authority to place something on the agenda.

B. Order of Business

The order of business for each regular meeting of the County Board shall be as follows:

1. Call to order
2. Pledge of Allegiance
3. Public comment session
4. Approval of agenda
5. Approval of minutes
6. Committee reports Commissioner updates (monthly)
7. Business
8. Miscellaneous
9. Adjournment

~~At the discretion of the Chair,~~ the order of business may be changed as needed to accomplish objectives and priorities of the meeting. The order of business may be also changed at the recommendation ~~of the Chairperson,~~ any members of the Board, or the County Administrator, subject to County Board consensus.

Commented [JBF7]: Order of Business, Page 16.
Lines 15-19. Language change is offered to recognize that the Chair has the discretion to alter the course of business

C. Agenda

The agenda consists of all items which require discussion, review, or action. Items of business within the agenda are considered individually and in the order of business noted on the agenda or at the discretion of the Board Chairperson.

D. Committee Reports/Commissioner Updates

Commissioners will give reports or updates on various meetings attended on a monthly basis.

E. Official Records

The County Administrator or designee (Clerk of the Board) shall cause preparation of the official minutes of each meeting. Board meeting minutes shall be kept in accordance with all provisions of statute in order to provide an accurate record of County Board actions. The record is not intended to be a verbatim transcript of all discussion and debate; the record is primarily a compilation of official actions.

The minutes of the County Board meeting shall be prepared and submitted for approval at the next succeeding County Board meeting. Official proceedings of County Board meetings shall be published in the official County newspaper (Minnesota Statutes 375.12). The official Board proceedings are distributed to staff and interested parties, and are also available on the Chisago County web site at www.chisagocounty.us.

1 The official public record of County Board meetings is available in the
2 County Administration office.

3
4 While unofficial, an audio video recording of all regular County Board
5 meetings will be posted on the Chisago County website at
6 www.chisagocounty.us.

7 **VIII. COUNTY BOARD COMMITTEES**

8 9 **A. Special Committees**

10 The Board may establish a special committee or task force as deemed
11 necessary. A special committee or task force shall advise the Board as
12 directed and may report recommendations to the Board for appropriate
13 action. Unless expressly stated in the creation of the special committee
14 or task force, it shall automatically dissolve when its work is accepted by
15 the Board.

16 **IX. ADVISORY COMMITTEES**

17 18 **A. Policy**

19 The County Board appoints individuals/citizens to various boards,
20 committees, or commissions, (hereinafter referred to as committees)
21 which have been established by the County Board or pursuant to
22 Minnesota Statutes and in Board policy. The County Administration will
23 maintain a complete list of committees and their underlying source of
24 creation.

25
26 The current list of committees is available in the office of the County
27 Administrator.

28 **B. Role and Purpose of Committees**

29 Each committee serves a statutory, policy, or operational purpose to
30 further the interests of Chisago County. Each committee may have
31 specific staff assigned and designated to support its function. The
32 function and reporting relationship to the Board varies from committee
33 to committee.

34
35 Committees are established to serve a variety of functions. The
36 fundamental purposes for utilizing committees in support of County
37 government are:

- 38
39 1. To involve members of the public in the decision making process.
40 2. To meet requirements of state law.

3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding-board for issues, ideas, and policy matters.

C. Operating Procedures

Appointments are made by the County Board. Individuals appointed by the County Board to committees are authorized to receive a per diem reimbursement for attendance at regular or special meetings of such committees. An annual resolution establishing the per diem rate is adopted by the County Board at the annual organizational meeting.

Additionally, Minnesota Statutes 375.06 provides, in part, that "members of the County Boards in counties other than Hennepin, Ramsey, and St. Louis may be paid a per diem pursuant to section 375.055, subd.1, for each day necessarily occupied in the discharge of their official duties while acting on any committee under the direction of the Board..." Furthermore, the Minnesota Attorney General has concluded:

Thus, County Commissioners are authorized to receive annual salaries and may also be paid "per diem" for performing the duties of office, including work on committees "under the direction of the Board," and individual services as commissioners "when required by law."

Compensation shall not be authorized for public officials or employees of other jurisdictions who serve on such committees or advisory bodies by virtue of their office.

D. Resignations

All written and verbal resignations of committee members are acknowledged by the Board and authorization is given to begin the open appointments process to fill the vacancy.

E. Terms

The terms of the appointees to the various committees vary per committee, pursuant to Minnesota Statutes or at the discretion of the County Board. The County Administrator maintains a complete list of all committees, including information on member terms and applicable term limits. Annually, the County Administrator will request all advisory committee members to express their interest in remaining on their respective committee.

F. Ex-Officio Members

Ex-Officio members on any committees are non-voting members.

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G. Appointment of Chairs

Chairs of various committees are selected according to committee bylaws.

X. COUNTY BOARD CODE OF ETHICS CONDUCT

Effective county government is premised upon public respect and confidence in the integrity and principles of the elected Board members. The Chisago County Board of Commissioners has adopted rules that govern the conduct of Board members. Those rules of conduct are contained in the Personnel Policies, Section D, Employee Responsibility and are here adopted as and for the County Board code of conduct. Attachment A is the Chisago County Code of Ethics which was adopted from the Association of Minnesota Counties (AMC) Model Ethics Policy. A copy of Section D., Employee Responsibility is attached hereto as Attachment A.

It is the belief of the County Board that the trust bestowed upon them as elected officials is of utmost importance in the relationship between themselves and the public. With this belief, the following statements serve to augment the Code of Ethics and further emphasize the priority and commitment the County Board has placed on ethical standards.

In the execution of their official duties, all County Board members shall strive to:

- Observe the highest moral and ethical standards.
- Maintain and respect confidentiality or private and confidential information.
- Avoid discrimination against any person on the basis of race, color, sex, religion, creed, national origin, age, disability, marital status, place of residence, or status with regard to public assistance.
- Comply with the ethical obligations imposed by law, including Minnesota Statutes 10A.07, 10A.071, 382.18, 471.87-895, including, where appropriate, disclosing conflicts of interest, abstaining from decision-making, eliminating conflicts of interest, and declining gifts.
- Work to create a positive environment in public meetings where all individuals may feel comfortable in their roles as observers or participants.
- Allow citizens, staff, or colleagues sufficient opportunity to present their views. Be tolerant, respectful, attentive and professional at all

Commented [JBf8]: Code of Ethics Page 19, Line 7-10

It is recommended to revise lines 7-10 to recognize that the language found in the Personnel Policies, Section D Employee Responsibility, specifically provides that its provisions apply to County Board members.

It is recommended to revise the paragraph to read:

Effective county government is premised upon public respect and confidence in the integrity and principles of the elected Board members. The Chisago County Board of Commissioners has adopted rules that govern the conduct of Board members. Those rules of conduct are contained in the Personnel Policies, Section D, Employee Responsibility and are here adopted as and for the County Board Code of Conduct. A copy of Section D., Employee Responsibility is attached hereto as Attachment A

times. Avoid comments, body language, or distracting activity that conveys a message of disrespect for the presentations from citizens, staff, or colleagues.

XI. CITIZENS

A. Public Communication

Individual Citizen Outreach. The County Board believes members of the public have the right to be informed of the Board's process and decisions and should have the opportunity to present their views to the Board. Meetings are open to the public. Board agendas are available on the county website, by email, or mailed to interested parties at their request. The County Board encourages the residents of Chisago County to participate in all aspects of the Board's business, including citizen committees, commissions, and advisory groups.

Information News Media Outreach. Chisago County information is distributed through announcements to local news media and in articles provided by staff to local news publications. Information is also available on the Chisago County web site.

Commented [JBF9]: Correction made.

Public Hearings Outreach. The County Board is interested in securing optimal public input on matters of business. In addition to hearings required by law, public hearings and open forums may be conducted at the discretion of the Board.

B. Open Meeting Law

All regular and committee meetings of the County Board and notice of such meetings are subject to Minnesota Statutes 471.705: Open Meeting Law.

The County Board may hold closed meetings as authorized by Minnesota Statutes 471.705. Before closing a meeting, the Board will state on record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

C. Audience Participation at Board Meetings

It is the intention of these rules to support the interest of the general public in following Board business during their meetings.

Audience Citizen's Comments. Interested citizens have an opportunity to appear and speak on any issue or topic related to County Board business in accordance with the Rules of Conduct.

1
2 To the extent possible, interested citizens shall notify the County
3 Administration office of their intent to speak at the meeting and the issue
4 to be discussed. In an effort to encourage efficiency and early resolution
5 of issues, the County Board recommends that citizens first contact staff
6 to try to resolve matters before coming formally to the County Board
7 meeting.

8
9
10 *Distribution of the Agenda.* Members of the public who are interested in
11 following issues considered by the County Board may register their name
12 and email address with the County Administrator to be placed on the
13 agenda distribution list. The agendas are emailed prior to the regularly
14 scheduled County Board meeting. As previously stated, the agenda and
15 supportive materials are made available to the public at the County Board
16 meeting.

17 **D. Responding to Correspondence/Inquiries/Complaints from Citizens**
18 County Board members and staff are committed to customer service and
19 will endeavor to provide timely and efficient response and
20 communication to the citizens of Chisago County.

21
22 *Written.* Upon receipt of a written inquiry, request for information, or
23 complaint about Chisago County business which has been sent to a Board
24 member, upon notification and directions from the County Administrator
25 or designee, staff will confer with the member to determine the
26 appropriate course of action. The inquiry will be handled as directed
27 with the County Administrator or designee advising the Board
28 member(s) upon completion.

29
30 *Telephone.* Incoming telephone calls requesting a specific Board
31 member are forwarded to the Board member per his/her instructions.
32 Administration staff will periodically review with Board members the
33 preferred methods of handling telephone inquiries. Every effort will be
34 made to maintain open lines of communication between Board members
35 and their constituents.

36
37 Telephone calls requesting information about specific areas of County
38 business are forwarded to the appropriate department. Customer service
is of primary importance to the County Board and staff.

39 **XII. STAFF**
40

1 **A. County Administrator**

2 The position of County Administrator is established pursuant to
3 Minnesota Statutes 375A.06. The County Administrator is the
4 administrative head of the County, responsible for the administration of
5 the affairs of the County delegated to him/her by Minnesota Statutes and
6 the County Board. The County Board has approved a job description
7 which outlines in detail the duties and responsibilities of the County
8 Administrator.
9

10 ~~In general, the County Administrator supervises the departments which function under~~
11 ~~the jurisdiction of the Chisago County Board. The County Administrator coordinates~~
12 ~~the various activities of the County, unifies the management of its affairs, and makes~~
13 ~~recommendations to the Board regarding the structure of County departments and~~
14 ~~functions, including reporting relationships, physical facilities, and locations. The~~
15 ~~County Administrator is accountable for hiring, training, advising, motivating, and~~
16 ~~appraising the performance of subordinates. In general, the County Administrator is the~~
17 ~~chief administrative officer, responsible for the administration of the affairs of the~~
18 ~~County as delegated by under law or by the County Board. The County Administrator~~
19 ~~is responsible for appointing and supervising non-elected department heads and those~~
20 ~~department heads are responsible for the administration and supervision of programs,~~
21 ~~services and personnel within their respective department.~~

22
23 The County Administrator recommends the annual budget and long-
24 range capital expenditure programs to the Board for approval.
25

26 The County Administrator recommends to the Board proposed policies
27 concerning the administrative affairs of the County. The County
28 Administrator will keep the Board informed, make recommendations,
29 and comment upon legislative initiatives which affect the County and, as
30 directed by the Board, will represent the County in its relations with other
31 governments. The County Administrator has authority over the non-
32 elected department heads, recommends short and long-term goals to the
33 Board, and periodically measures organizational and individual
34 accomplishments against goals, objectives, and timetables.
35

36 The County Board is responsible for annually evaluating the performance
37 of the County Administrator and will review the evaluation with the
38 Administrator. The evaluation results will be reviewed with the County
39 Board and a copy of the evaluation will be placed in the Administrator's
40 personnel file. During the course of the year, if Commissioners have
41 performance concerns regarding the Administrator, they are encouraged
42 to discuss said concerns with the Chair and Vice Chair.
43

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Commented [JBF10]: Responsibilities of County Administrator, Page 22, Lines 4-12. The language here conflicts with the statutory language found at Section 375A.06, subd. 4.

It would be recommended to adopt the suggested revision:

In general, the County Administrator is the chief administrative officer, responsible for the administration of the affairs of the County as delegated by under by the County Board. The County Administrator is responsible for appointing and supervising non-elected department heads and those department heads are responsible for the administration and supervision of programs, services and personnel within their respective department.

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1 B. **Role of Staff**

2 The County Administrator, with the support of staff, in a timely and
3 responsible manner, answers inquiries and requests regarding issues and
4 concerns brought by Board members or the citizens of Chisago County.
5 In certain instances, Board members may want assistance of County staff
6 in evaluating policy and/or programmatic changes. Board members who
7 wish to initiate policy or program change are encouraged to first present
8 such requests for discussion and possible direction to the County
9 Administrator and staff.

10
11 Functions which are deemed routine, such as interpretation of policy and
12 procedure, general constituent business, and/or research which require
13 minimal time may be directed, by the Board or individual member, to the
14 County Administrator or designee for action.

15 C. **Legislative Protocol for Staff**

16 Staff participation should be immediately communicated to the County
17 Administrator.

18
19 If a member of staff lobbies in a professional capacity, either at the
20 request of a legislator or a professional association, she/he must note in
21 testimony that she/he is speaking as a professional, not as a County
22 representative. Any testimony given or contacts made by staff should be
23 communicated to the County Administrator. Staff should not presume to
24 speak for the County Board unless the Board's positions have been
25 reviewed or staff has checked with the Board on specific issues.

26
27 When the County is paying the dues for membership in a professional
28 association, staff should not take a position within that professional
29 association that is inconsistent with County Board policy.

30
31 Staff and appointed representatives shall notify the County Board of a
32 pending appointment to an advisory board or task force initiated outside
33 of the scope of County Board authority.
34
35

ATTACHMENT A. CODE OF ETHICS

Code of Ethics for Public Officials in Chisago County

SECTION 1. DECLARATION OF POLICY

The proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

In recognition of these goals, there is hereby established a code of ethics for all Public Officials of Chisago County. The purpose of this Code is to establish ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interests of the county, and by directing disclosure by such officials of private financial or other interests in matters affecting the county. The provisions and purpose of this Code and such rules and regulations as may be established are hereby declared to be in the best interests of Chisago County.

Optional: Recognizing that education on ethics in government is the key to having good government, this code requires that yearly seminars be held to discuss the meaning of this code with new public officials, and in addition such seminars shall involve trained experts on government ethics that are outside of County. The County Administrator shall be the coordinator for these seminars. These seminars will keep the subject of ethics in government fresh in everyone's mind.

SECTION 2. DEFINITIONS OF TERMS

PUBLIC OFFICIAL—Any person that has been elected to office, appointed by the County Board, appointed to a County Committee or Commission or hired by the County to serve as a department head or assistant department head. This list includes the following:

- A.—A member of the County Board or other elected official.
- B.—The department head and assistant department head of each County department.
- C.—A member of any County Committee or Commission.
- D.—The County Administrator or like position.
- E.—Consultants retained by the County and those individual professionals (such as but not limited to engineers, architects, lawyers, auditors and appraisers) in the consultant's firm who perform work for the County.

ANNUAL SALARY—Money, real or personal property, a permit or license, a favor, a service, forgiveness of a loan or promise of future

employment; it does not mean reasonable compensation or expenses paid to a public official by the government of Chisago County for work performed.

COMPENSATION—A payment of "anything of value" to an individual in return for that individual's services of any kind.

ASSOCIATION—A business entity of any kind; a labor union; a club or any other group of two or more persons other than the immediate family.

IMMEDIATE FAMILY—A reporting individual, spouse, minor children, minor stepchildren, or other person residing in the same household.

GIFT—The payment or receipt of "anything of value" unless consideration of greater or equal value is provided in return.

COUNTY ADMINISTRATOR—The person that heads up the administration of the operating government of the county.

SECTION 3. ETHICAL CONSIDERATIONS

Public officials are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Chisago County government hinges on the proper discharge of duties in the public interest. Public officials must assure that the independence of their judgment and actions, without any consideration for personal gain, is preserved.

Specific ethical considerations are enumerated below for the guidance of public officials, but these do not necessarily encompass all the possible ethical considerations that might arise.

A.—**Other Offices or Employment**—An elected public official shall not hold another incompatible office as that term has been interpreted from time to time by statute, the courts, and by the Attorney General. Employed public officials shall not hold such incompatible office nor shall they engage in any regular outside employment without notice to and approval by the County Board. Elected and appointed public officials shall not hold other office or employment which compromises the performance of their elected or appointed duties without disclosure of such office or employment and self-disqualification from any particular action which might be compromised by such office or employment.

B.—**Use of Confidential Information**—No public official shall use information gained as a public official which is not generally made available to and/or is not known to the public to directly or indirectly gain anything of value.

1. Acceptation of or Receipt of Anything of Value—A public official shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the public official's duties.

2. Prohibiting Investments—No public official shall hold any investment which might compromise the performance of the public official's duties without disclosure of said investment and self-disqualification from any particular action which might be compromised by such investment, except as permitted by statute, such as Minnesota Statutes 47.14X.

3. Representation of Others—A public official shall not represent persons or associations in dealings with the county in consideration of anything of value.

4. Financial Interest—Where a public official or a member of the public official's immediate family has a financial interest in any matter being considered by the public official, such interest, if known to the public official, shall be disclosed by the public official; if the public official has such a financial interest or if the minor child of a public official has such a financial interest, the public official shall be disqualified from further participation in the matter.

County Property—No public official shall use county-owned property, such as vehicles, equipment, or supplies for personal convenience or profit except when such property is available to the public generally or where such property is provided by specific county policy in the conduct of official county business.

5. Impartial Consideration—No public official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

6. Authority—No public official shall exceed his or her authority or breach the law or ask others to do so. Giving Anything of Value—No elected public official shall give anything of value to potential voters in return for their votes, promises, or financial considerations, which would be prohibited by the State Minnesota Fair Campaign Practices statute.

7. Public Funds, etc.—No public official shall use public funds, personnel, facilities, or equipment for personal gain or political campaign activities.

8. Expenditures—County officials shall approve, complete, documentation to support requests for expense reimbursement. Expenditures shall be made in accordance with county policy.

9. Donations—No public officials shall take an official action which will benefit any person or entity because of a donation of anything of value to the County by such person or entity.

10. Official Action—No public official shall take an official action which will benefit any person or entity where such public official would not have otherwise have taken such action but for the public official's family relationship, friendship, or business relationship with such person or entity.

11. Compliance with Law—Public officials shall comply with all local ordinances and State and Federal Statutes including, but not limited to, the Criminal Code, Fair Campaign Practices Act, and laws governing the functioning of counties and municipalities, their elected and appointed officials, and employees.

SECTION 4. SPECIAL CONSIDERATIONS

Situations can arise where a member of a Commission, a Board, or a committee abstains from voting because of a conflict of interest. But his or her abstention becomes a vote either for or against the matter because a majority are required to pass or reject that matter. This can happen where that fifth vote is needed to pass or reject, or the vote has to be a clear majority and a split vote does not pass or reject.

When this happens, the County Attorney must be consulted and the final vote should carry a public notice explaining what took place, and how it was resolved.

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3. A member of any County Board appointed Committee or Commission.
4. The County Administrator or like position.

Immediate Family: A public official spouse, child, parent, grandparent, sibling and/or spouses of such persons for the purpose of this section.

C. ACCEPTANCE OF GIFTS OR FAVORS

Public Officials and employees of the County of Chisago in the course of or in relation to their official duties, shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service, or promise of future employment or other future benefit from any source, except the County, for any activity related to the duties of the employee unless otherwise provided by law. However, the acceptance of any of the following shall not be in violation of this section:

1. Gifts of nominal value;
2. Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
3. Payment of reimbursement expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the County of Chisago and which have been approved in advance by the employee's supervisor as part of the work assignment; or
4. Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by public officials or employees on their own time for which they are not compensated by the County of Chisago.

D. USE OF CONFIDENTIAL INFORMATION

A public official or employee of the County of Chisago shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.

E. USE OF PROPERTY

A public official or employee shall not use or allow the use of County time, supplies, or County owned or leased property and equipment for the employee's private interest or any other use not in the interest of the County, except as provided by law, unless the employee or employee has received prior Department Head approval for such use and the use if of minimal value.

F. CONFLICTS OF INTEREST

Actions Subject to Discipline

The following actions by a public official or an employee of the County of Chisago shall be deemed a conflict of interest and be subject to disciplinary action as appropriate.

1. Use of or attempted use of one's official position to secure benefits, privileges, exemptions, or advantages for themselves or others which are different from those available to the general public.
2. Acceptance of other employment or contractual relationship that will affect the employee's independence of judgment in exercise of official duties.
3. Actions as an agent or attorney in any action or matter pending before the County of Chisago except in the proper discharge of official duties or on the employee's behalf; such action will not be deemed to be a conflict if in any other official actions with regard to the same matter the individual clearly states that he or she has a conflict and does not participate in any of those actions (i.e. voting or discussion) which may precede or follow the appearance before the County of Chisago.
4. Use of County purchasing for gathering information or purchasing items for non-County use except where otherwise authorized by the County Board.
5. Hold any other office or employment which compromises the performance of their elected or appointed duties without disclosure of said office or employment and self disqualification from any particular action which might be compromised by such office or employment.
6. No public official or employee shall hold any investment which might compromise the performance of their official duties without disclosure of said investment and self disqualification from any particular action which might be compromised by such investment, except as permitted by statute, such as Minnesota Statute 471.88.

G. POTENTIAL FOR CONFLICTS OF INTEREST

When a public official or an employee believes the potential for a conflict of interest exists, it is their duty to avoid the situation. A conflict of interest exists when any one of the following conditions is present.

1. The use for private gain or advantage of County time, facilities, equipment or supplies, or badge, uniform, prestige, or influence of County office or employment;

2. Receipt or acceptance of any money or other things of value from anyone other than the County for the performance of an act which the public official or employee would be required or expected to perform in the regular course or hours of County employment or as part of their duties;
3. Employment by a business which is subject to the direct or indirect control, inspection, review, audit, or enforcement by the public official or employee; or
4. The performance of an act or provision of a service for a private, non-profit, governmental or quasi-governmental entity in other than the public official's or employee's official capacity which may later be subject directly or indirectly to the control, review, inspection, audit, approval, or enforcement by the employee or by a board or commission of which the employee is a member.

H. ACCEPTANCE OF ADVANTAGE

No public official or employee of the County in direct contact with suppliers or potential suppliers of the County, or who may directly or indirectly influence the purchase of products, evaluating contracted services, or otherwise has official involvement in the purchasing or contracting process may:

1. Have any financial interest or have any personal beneficial interest directly or indirectly in contracts or purchase orders for goods or services used by, or purchased for resale or furnished to the County; or
2. Accept directly or indirectly from a person, firm, or corporation to which a contract or purchase order has been or may be awarded, a rebate, gift, money, or anything of value other than items of nominal value. No such employee may further accept any promise, obligation, or contract for future reward.

I. HANDLING OF ALLEGED VIOLATIONS BY PUBLIC OFFICIALS OF THE CODE OF ETHICS

An Ethics commission is hereby established. The Commission shall be composed of three individuals, two of whom shall be residents of the County and the third may be a nonresident. Appointments will be made at the time a commission is needed to handle an alleged violation. Commissioners will remain on the Commission only until the work associated with that allegation is complete.

The following individuals will be members of the Commission:

- an individual appointed by the Presiding Judge for Chisago County District Court a member of the Management Advisory Team as appointed by that committee

The third individual will be appointed by the County board from the following:

- a judge or retired judge appointed by the Presiding Judge for Chisago County District Court
- an individual appointed by the Minnesota Bar Association
- an individual (other than a Chisago County Commissioner) appointed by the Chisago County Board of Commissioners
- a County Auditor or Treasurer from another County
- an individual from a recognized mediation service

Allegations of violations of this code shall be referred to the Ethics Commission for investigation. Allegations which may constitute a violation of federal, state, or local statute shall be referred to the appropriate law enforcement authority by the Ethics Commission.

Results of the investigation of the Ethics Commission shall be reported to the County Board along with the Commission's recommendation for disposition. Thereafter, the County Board shall take appropriate action which may include censure of an elected official, discipline or no action.

The Commission shall meet only at the request of the County Board or County Administrator. The Commission shall be paid per diems and all necessary and reasonable expenses as determined by the County Board.

J. DISCLOSURE OF FINANCIAL INTERESTS

Not later than ninety (90) days after the date of approval of this code, each public official of the County shall file as a public record, in the Office of the County Administrator, a statement containing the following:

1. List naming all business enterprises known by the public official to be licensed by or to be doing business with the County which the public official or any member of the public official's immediate family is connected as an employee, officer, owner, investor, creditor or, director, trustee, partner, advisor, or consultant; and
2. A list of the public officials and members of the public official's immediate family's interests in real property located in the County or which may be competing with the interests of the County located elsewhere, other than property occupied as a personal residence. Each person who enters upon duty after the date of this code in an office or position as to which a statement is required by this code shall file such a statement on forms to be provided by the County not less than thirty (30) days after the date of his/her entrance on duty.

Each person who made an initial filing shall file a new statement by January 30 of each year thereafter giving the information called for above as of the time of the new statement. If a change in financial interest or property ownership occurs between filings, a new filing shall be made within thirty (30) days of the changes.

The interest of any member of the immediate family shall be considered to be an interest of a person required to file a statement by or pursuant to this policy.

This code shall not be construed to required the filing of any information relating to any person's connection with or interest in any professional society or any charitable, religious, social, fraternal, educational, recreational, public service, civil, or political organization, or any similar organization not conducted as a business enterprise and which is not engaged in the ownership or conduct of a business enterprise.

However, if any of such organization seeking any action or benefit came before a County Commission or Board, then membership in the organization shall be a potential conflict of interest and must be reported as such to the Human Resources Director by the public official in an amended disclosure statement. The other stipulations of this code then apply.

The Human Resources Director shall inform each person who is required to file of the time and place for filing. The Human Resources Director shall inform the Board whenever a person who is required to file a statement fails to do so.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

CONFLICT OF INTEREST

Section D Policy 2

A. GENERAL

Chisago County prohibits any conflict of interest as indicated by M.S. 382.18 and 471.87 by any County Official, deputy, clerk or employee. Exceptions are noted in M.S. 471.88.

In general, a potential conflict of interest exists when an activity related to the duties of a County employee provides direct or indirect benefit to that employee or their family from a source other than the County, or benefits that employee, their family or any private interest to a greater extent than the general public. The potential conflicts of interest include, but are not limited to, the following situations:

1. Accepting money, gifts, favors or other benefits from any source except the County for employment-related activities, except as allowed by law or as follows:
 - a. Gift of nominal value, or plaques or other recognition of achievement.
 - b. Reimbursement of actual meal, lodging, and travel costs if not reimbursed by the County.
 - c. Expenses or compensation for presentations or appearances made on the employees own time and not paid for by the County.
2. Using County time, supplies, or property, or the use of not public data, to benefit the employee, their family, or private interest.
3. Using official position or influence to gain an advantage not available to the general public for the employee, their family, or private interest.
4. Accepting employment, contract or other assignment outside of County employment which;
 - a. May benefit the employee because of the employee's official position, or
 - b. May affect the employee's independent judgment in performing their duties, or
 - c. Involves so much time that it impairs the efficient performance of County duties.
5. Representing another person or private interest in actions brought before the County, except where required by official duty.
6. Receiving financial or personal interest, directly or indirectly, from any County purchase or investment, where the employee has involvement in recommending, evaluating, or authorizing that action, except where the County Board determines that the best interest of the County will be served as provided by Minn. Statute 471.88 Subd. 5. Chisago County expects that all employees will avoid activities which create a conflict of interest with their responsibilities to the County. The County also expects that its employees will

observe the highest moral and ethical standards in any dealings in which they represent this County.

The County recognizes and respects each employee's right to privacy and to engage in personal activities outside the scope of his/her employment. Each employee also has an obligation, however, to refrain from activities which conflict or interfere with the County's operations.

B. RESOLVING CONFLICTS OF INTEREST

It is the responsibility of all County employees and their supervisors to avoid conflicts of interest and to recognize when a potential conflict exists. If a situation presents a potential conflict of interest, the employee and his/her supervisor shall discuss the situation and take steps to avoid the conflict of interest if possible. If the employee and supervisor aren't able to find a way to avoid the potential conflict of interest, or are uncertain as to whether a situation actually is a conflict of interest, the matter shall be referred to the County Attorney. The County Attorney shall be responsible for recommending resolution of the matter to the County Board. The Board shall make the final determination for resolution of the matter.

The County reserves the right to determine when an activity conflicts with the County's interests and to take whatever action is necessary to resolve the conflict. If necessary, this action can include termination of employment.

Employees who are aware of conflict of interest violations are obligated to report them to management immediately. It is not necessary for an employee to follow the normal chain of command protocol when reporting an incident of conflict of interest. The confidentiality of all employees reporting conflict of interest will be protected.

County elected officials and employees shall also be subject to the terms and conditions of any Code of Ethics adopted by the Board of Commissioners.

C. VIOLATION OF POLICY

An employee determined to be in violation of this policy shall be subject to disciplinary action.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

NON-COUNTY USE OF COUNTY RESOURCES

Section D Policy 3

A. GENERAL

The County recognizes its role in providing public services through the use of County owned resources. The County further recognizes the potential need for the use of County personnel, equipment, and facilities by voluntary emergency units during emergency situations. Therefore, the County supports measures that promote effectiveness and efficiency in responding to emergencies or disasters.

B. CONDITIONS

1. VOLUNTEERS

Chisago County employees shall not be prohibited from membership or participation in volunteer emergency organizations. However, the County's right to call upon its employees in the time of emergency, or otherwise, shall take precedence and no County employee may leave assigned duties or use any County personnel, equipment, or facilities without prior consent from the County Administrator.

C. PERSONAL USE OF COUNTY RESOURCES

Chisago County employees shall not be permitted to use County owned personnel, equipment, or facilities for personal use unless expressly authorized to and authorization must be secured for each separate instance from the County Administrator.

1. Unless it is an emergency, County employees shall not be permitted to use the County telephone system to make long distance telephone calls for personal reason unless those calls are charged to their home phone, to a credit card or the call is placed collect. In an emergency situation, with the express approval of the supervisor and when no other alternative is available, an employee may make such a call and later reimburse the County for the charges. Under no circumstances shall employees use a County watts line for personal reasons.

For purposes of this policy "employee" shall also include any individual involved in a work or volunteer relationship with the County. For example: interns, individuals working for the County through a service bureau and independent contractors.

D. TIME AND RESOURCES

The use of County staff time, equipment or resources for the purpose of participating in another organization needs prior County Board approval. Examples of this type of activity would be a County employee becoming a member of an organization which requires considerable commitment of that employee during work hours, or which requires the employee to publish a monthly update to members using County letterhead. Further example of this type of committee would be an employee who is appointed to a state or legislative task force or subcommittee.

POLITICAL ACTIVITY

Section D Policy 4

A. GENERAL

This policy is intended to assure the continued delivery of services to the public without undue delay. It is not intended to discourage or hinder an employee from seeking elective office.

B. POLITICAL ACTIVITY

County employees shall be governed by applicable state or federal laws relating to political activity and, specifically, shall be prohibited from:

1. Directly or indirectly soliciting or receiving campaign funds during hours of employment.
2. Using his/her authority or influence to compel any employee to:
 - a. Apply for membership in or become a member in any organization;
 - b. Pay or promise to pay any assessment, subscription or contribution;
 - c. Take part in any political activity.
3. Using his/her official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.
4. While performing the duties of his/her county position during usual working hours, employees shall not conduct business connected with outside political activity resultant from an office to which the employee has been elected.

C. CONDUCTING A CAMPAIGN FOR ELECTIVE OFFICE

Any employee who declares candidacy or has filed for the elective office of County Commissioner, Auditor, Treasurer, Attorney, or Sheriff for Chisago County; or any other public elective office such as, but not limited to, State Legislature, U.S. Representative, or Senator, shall notify the Human Resources Director of their candidacy in writing. The Human Resources Director and County Administrator will assess the impact of said candidacy or filing. If the employee's candidacy adversely affects the normal operations and efficiency within the employee's department, the Director will present the facts to the County Board which may place that employee on an unpaid leave of absence for the duration of their candidacy.

D. AFFECT ON BENEFITS

Nothing shall prevent the employee from using accumulated vacation leave or compensatory time or requesting an unpaid personal leave of absence in his own right.

E. EMPLOYEES ELECTED TO OFFICE

An employee elected to a public office, as listed above, shall inform the Human Resources Director, in writing, immediately following the election. The County Board shall make the determination whether the duties of the elective office conflicts with the proper discharge of County responsibilities. If it is determined to be conflicting, the employee will be required to take a leave of absence. Such determination will be made after the employee has been given the opportunity to respond to the County's position. Employees elected to public office shall be permitted time off from regular employment to attend meetings required by reason of the public office. Time off maybe without pay, with pay (use of accrued vacation leave or compensatory time), or made up with hours as agreed between the employee and the employer.

F. DEFINITIONS

For the purposes of this section the Personnel Policy, the following definitions shall apply:

Employee: Any person appointed or employed by Chisago County except elected county officials.

Elected County Officials: County Commissioner; County Attorney; County Auditor; County Sheriff; County Treasurer

G. REINSTATEMENT

If the employee is not elected or upon the completion of the term of office, the employee may be reinstated to his/her former position and provided full protection as stipulated under state law, these regulations, and any prevailing labor agreements provided a request has been filed with the Human Resources department at the time of appointment or election to political office.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

PERSONAL USE OF PHONES AND COMPUTERS

Section D Policy 5

A. GENERAL

Chisago County has established a policy on Electronic Data Security regarding the creation and storage of electronic data. Data created by employees of public sector entities is open to public record, public scrutiny and public knowledge. The Minnesota Government Data Practices Act guides and directs us on the classification of data, however, it does not always protect the data that we have created, received or retained.

For the protection of yourself and the county's risk management please follow these basic rules:

- Personal use of county phone and computer is for incidental purposes, limited to brief contacts.
- Use the devices judiciously on personal time and do not interfere with county business.
- Expect no privacy in the use of these electronic tools.
- Inappropriate use of electronic devices is subject to disciplinary action up to and including discharge.

The Electronic Data Security Policy has been included in this personnel policy manual and should be referenced regarding use of county electronic data systems.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

PROPERTY

Section D Policy 6

A. GENERAL

All employees are expected to exercise care in the use of County owned equipment and property. Negligence in the care and use of County property, or unauthorized removal or personal use of County property, may be cause for discipline.

B. COUNTY ISSUED PROPERTY

County property issued to employees, including software, manuals, and proprietary information, must be returned if employment with the County is terminated, either voluntarily or involuntarily. If County property is not returned, employees will be responsible for the value of the property.

All employees must protect their County issued property from theft, loss and damage.

C. REMOVAL OF COUNTY PROPERTY FROM PREMISES

No employee will remove County property from the premises without written permission from the supervisor or department head who is responsible for the property in question. Removing or attempting to remove County property without proper permission can result in disciplinary action.

It is expected that items such as pagers, cell phones, laptop computers, and other such items that are an integral part of an employee's job function would remain in the employee's possession until permission to have such items is revoked.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

MAIL

Section D Policy 7

A. GENERAL

When sending mail, employees are expected to follow all Chisago County policies. For example, no abusive, harassing, or anonymous U.S. or interoffice mail is to be sent. No pornographic items are to be sent or received. No confidential information is to be disclosed to co-workers or to outside sources without prior authorization from the author of the mail.

The use of the mail system will be treated as permission to open mail sent or received to ensure compliance if it is suspected that County policies are being violated.

Employees are expected to use common sense in the use of our mail system. Our paramount goal is to communicate efficiently and effectively within our agency and with outside agencies.

B. HARASSING MAIL

In keeping with the County policy of treating everyone with respect, the mail system may not be used to harass anyone. Any employee who is subjected to harassing mail or interoffice memos should report such events to his/her supervisor or to the Human Resources Director.

C. CONFIDENTIAL AND PERSONAL MAIL

Unless clearly marked "confidential" or "personal" all mail will be treated as intended for the County and may be opened by designated personnel. To ensure compliance with County policies, even personal mail may be subject to inspection. Employees should review the County policies on harassment, conflict of interest, and solicitation, as each applies to our mail service.

The postage meter is to be used for County business only. Personal mail and packages may not be sent at the expense of the county.

GIFTS

Section D Policy 8

A. GENERAL

It is the policy of Chisago County for its employees not to accept gifts or gratuities from individuals and firms with which the County does business. The acceptance of gifts is unprofessional and is not in the best interest of Chisago County.

B. CLIENT GIFTS

Employees are also prohibited from giving gifts to clients and customers who do business with us. No employee will give or accept any cash, gifts, special accommodations, favors, or use of property or facilities to or from suppliers, dealers, customers, clients or other employees for their own personal use.

C. BUSINESS RELATED FUNCTIONS

Employees are allowed to participate in business-related functions and activities which occur in conjunction with exhibits, meetings, seminars, and presentations which incorporate luncheons, dinners, and entertainment.

If there is any question as to the propriety of any gift or activity, it should be rejected as contrary to County policy. Employees receiving gifts that are prohibited by this policy should return them to the donor immediately with an explanation.

Employees should select and deal with those who are doing, or seeking to do, business with the County in a completely impartial manner, without any considerations other than the best interest of the County. Any appearance of possible impropriety must be avoided.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

GAMBLING

Section D Policy 9

A. GENERAL

Chisago County believes that employee gambling can lead to financial hardship and poor morale. All forms of gambling, including card playing, lotteries, dice, horse wagering, or betting on sports are prohibited on County premises. Violators will be disciplined, up to and including discharge.

B. DISCIPLINE

Employees who sell or attempt to sell sports pool cards or run other betting pools will be subject to discipline, including discharge. Employees found guilty of acting as bookmakers will be subject to immediate termination.

Chisago County recognizes that gambling can be an addiction and encourages counseling be sought by employees who recognize their problems.

SOLICITATION Section D Policy 10

A. GENERAL

Chisago County does not allow non-employee solicitation on its property. Salespersons will not be permitted to solicit employees on County property. Anyone who comes onto County property to solicit its employees for any reason will be asked to leave, and, if necessary, escorted off the premises.

The same rule applies to persons who come onto County property to distribute flyers or other literature. No one may distribute literature or post notices on County premises without permission from the County Administrator. All requests for such activities will be in accordance with these standards:

1. Whether the activity would interfere with work performance or be offensive to other employees;
2. Whether the activity is governed by law;
3. The relevance of the activity to workforce as a whole;
4. Whether the activity would affect the impression received by customers or visitors.

The decision of the County Administrator as to whether literature will be allowed to be distributed or posted will be final and binding.

During work time, employees are expected to devote their time to work activities. Social solicitation activities are to take place only during break times and non-work times in areas where they will not disturb other people who are working. In addition, distribution of flyers and literature must be done on non-work time.

County equipment or supplies may not be used to reproduce or distribute literature.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

DRESS CODE

Section D Policy 11

A. GENERAL

It is the policy of Chisago County that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

B. POLICY

Employees are expected at all times to present a professional, businesslike image to customers and the public. Acceptable personal appearance is an ongoing requirement for employees.

Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and businesslike as working conditions permit.

Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms, depending on the nature of their job. Uniforms should be clean and presentable.

At the discretion of the County, employees may be allowed to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear (sweat pants), or similarly inappropriate clothing, suggestive attire or attire that would be offensive to the public or co-workers.

C. DISCIPLINE

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises.

Adopted by the Chisago County Board of Commissioners on April 30, 2003

COUNTY PROVIDED WIRELESS COMMUNICATION DEVICES

Section D Policy 12

A. GENERAL

The rapidly changing world of wireless communications provide an opportunity for County Departments to ensure efficient, safe and high-quality customer services to the citizenry of Chisago County. In recognition of that fact, Chisago County has developed this policy to assure the use of wireless communication devices will benefit Chisago County, enhance services delivery to the citizens of Chisago County and will be managed in a safe and uniform manner across county operations.

B. POLICY

Wireless communication devices and services are provided for official county business only and are made available to employees in positions where the associated benefits justify the additional operating costs. Employees are expected to use county wireless communication devices responsibly and in accordance with this policy. Chisago County will provide wireless communication devices, based on the identified needs in providing service for the following purposes only:

- Employment requires extensive travel or have job responsibilities that include being outside of the office.
- Employment that requires continuous on call duty for extended periods.
- Employment requires dangerous/safety related operations, such as Sheriff Deputy or Sewer Inspector, or work occurring in clients' homes.
- Wireless communication provides an operational or financial advantage to County.
- Employee deals with sensitive law enforcement issues.

Procedure:

I. Requests and Assignments

1. Each department director shall review and approve requests for wireless communication devices and services consistent with this policy.
2. Each department director shall determine the most practical and cost-effective plan for the operations and coverage necessary for operations of staff.

3. Each department director shall keep an inventory of the employee name, position, phone type and plan purchased for each County provided wireless communication device.

II. Use of Wireless Communication Device

1. The wireless communication devices must be available for service and use during all expected business hours of work and on an on-call basis as required by the department director.
2. For safety reasons, use of any wireless communication devices while driving a motor vehicle is prohibited.
3. County wireless communication devices should not be used at times when their use causes distractions or interruptions to others.
4. Porting a personal wireless communication device number to a county wireless communication account is prohibited, as is porting a county wireless communication device number to a personal wireless communication device account.
5. Additional chargers, headsets or accessories purchased by the employee for use with county wireless communication devices shall remain the property of the employee when the wireless communication device is returned to the county.
6. If any county wireless communication device is lost, it shall be the sole responsibility of the employee to compensate the county for such loss at the contracted price for replacement.

III. Annual Review

1. Each department director shall conduct a review annually of the individual wireless communication device assignments to determine if there is a continuing need and if it is cost justified.
2. Each department director shall provide to the County Administrator a review of the department's effective use of wireless communication devices upon request.

IV. Internet Use and Text Messaging

1. Any internet use on county wireless communication devices is further governed by the Chisago County Internet Use Policy and Computer Security Policy.

2. Employees are prohibited from text messaging on any county wireless communication device. Text messaging is not encrypted and is less secure than email.

V. Personal Use

1. Personal use of county wireless communication devices is allowed when it is incidental and *de minimis*. Incidental personal use is defined as communications of minimal duration and frequency that is urgent in nature and cannot be made at another time or from a different telephone. Such personal use is never allowed for use to operate a personal business or non-county employment.
2. Each employee shall keep a record of each personal communication and its business purpose. If communications are itemized on a monthly statement, they should be identifiable as personal or business and the employee should retain any supporting evidence of the business purpose.
3. Each employee shall submit records of personal use to the department director upon request to support the exclusion of the wireless communication device use from the employee's wages.
4. If an employee opts to claim personal use more than *de minimis* and as a taxable employment benefit, such claim of either 10%, 25% or 50% shall be imputed to the employee as a taxable benefit administered through the county payroll system.
5. Personal use of a county wireless communication device in violation of this policy may result in revocation of the wireless communication device assignment and possible disciplinary action against the employee.
6. Employees opting to claim personal use as a taxable employment benefit are waiving any claim to privacy for use of the county wireless communication device.

VI. Data Requests

1. Some use detail (e.g., time, date, duration, cost incurred) appearing on the county wireless communication device billing account is public information. Other use detail, such as the number called, may not be public information.

VII. Former Reimbursement Agreements

1. Former wireless communication device agreements with county employees which required personal expense of wireless communication device plans shall be permitted to naturally expire or one year from adoption of this policy, whichever is later.

2. Chisago County will not reimburse employees for personal wireless communication device plans used for county business.

Chisago County

Personnel Policies

**SECTION E
EXPENSE REIMBURSEMENT**

1. **Expense Reimbursement**
2. **Travel/Mileage Reimbursement/Insurance**
3. **Travel Expenses and Reimbursements**
4. **Education/Fitness Reimbursement**

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Chisago County
Board of Commissioners



Operating Guidelines
2021

ADOPTED 1/5/2021

Chisago County Board of Commissioners

2021

District 1 – Chris DuBose

District 2 – Rick Greene

District 3 – Marlys Dunne

District 4 – Ben Montzka

District 5 – Mike Robinson

County Administrator – Chase Burnham

County Attorney – Janet Reiter

County Sheriff – Brandon Thyen

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I. OVERVIEW

A. Purpose

The Chisago County Board of Commissioners hereinafter may also be referred to as "Board" or "County Board", is the body charged by law with the management of the affairs of Chisago County. The County Board operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the confines of State and Federal Law.

The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board.

The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The following principles shall guide the County Board in its interpretation and application of the Guidelines.

B. Statement of Principles

The Operating Guidelines are designed to produce a procedural balance that considers all principles and articulates a specific process by which those principles interact and work.

C. Effective Date

These guidelines shall become effective upon passage by the County Board on January 5, 2021.

II. AMENDMENTS TO THE OPERATING GUIDELINES

Any member of the County Board may initiate action to amend the Operating Guidelines. Amendments to the Operating Guidelines may also be initiated by the County Administrator.

During the annual organizational meeting, also known as statutory meeting (see page 9), the County Board shall adopt the Operating Guidelines for the year.

At any time throughout the year the County Board may amend the Operating Guidelines by an affirmative vote of the members. Changes shall be effective immediately upon passage.

Any changes in statute or law affecting the guidelines are effective immediately and will be reflected in the next draft of the guidelines.

III. COUNTY BOARD ORGANIZATION

A. Membership

The County Board consists of five (5) members elected from single-member districts appointed on the basis of population as provided by law.

B. Commissioner District

The boundaries of commissioner districts, including the procedures to follow in the event that a redistricting is needed, are established pursuant to Minnesota Statutes 375.025.

C. Terms of Office

The term of each Board member is four years, except as otherwise established pursuant to Minnesota Statutes 375.03.

D. Vacancy

A vacancy in the office of County Board is filled pursuant to Minnesota Statutes 375.101:

Subdivision 1. **Option for filling vacancies; special election.** (a) Except as provided in subdivision 3, a vacancy in the office of County Commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The County Board may by resolution call for a special election to be held according to the earliest of the following time schedules:

- (1) Not less than 120 days following the date the vacancy is declared, but no later than 12 weeks prior to the date of the next regularly scheduled primary election;
- (2) Concurrently with the next regularly scheduled primary election and general election; or
- (3) No sooner than 120 days following the next regularly scheduled general election.
- (4) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

Subd. 2. **When victor seated immediately.** If a vacancy for which a special election is required occurs less than 120 days before the general election preceding the end of the term, the vacancy shall be filled by the person elected at that election for the ensuing term who shall take office immediately after receiving the certificate of election, filing the bond, and taking the oath of office.

Subd. 3. **Inability or refusal to serve.** In addition to the events specified in section 351.02, a vacancy in the office of County Commissioner may be declared by the County Board when a commissioner is unable to serve in the office or attend Board meetings for a 90-day period because of illness, or because of absence from or refusal to attend Board meetings for a 90-day period. If any of the preceding conditions occurs, the County Board may, after the Board by resolution has declared a vacancy to exist, make an appointment to fill the vacancy at a regular or special meeting for the remainder of the unexpired term or until the ill or absent member is again able to resume duties and attend County Board meetings, whichever is earlier. If the original member is again able to resume duties and attend Board meetings, the Board shall, by resolution, so determine and remove the appointed officeholder and restore the original member to office.

Subd. 4. **Vacancies of less than one year; appointment option.** Except as provided in subdivision 3, and as an alternative to the procedure provided in subdivisions 1 and 2, any other vacancy in the office of County Commissioner may be filled by Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held under this subdivision. All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1. If less than one year remains in the unexpired term, the County Board may appoint a person to fill the vacancy for the remainder of the unexpired term, unless the vacancy occurs within 90 days of the next county general election, in which case an appointment shall not be made and the vacancy must be filled at the general election. The person elected to fill a vacancy at the general election takes office immediately in the same manner as for a special election under subdivision 1, and serves the remainder of the unexpired term and the new term for which the election was otherwise held.

Subd. 5. **County Boards vacancy appointment; public hearing.** Before making an appointment to fill a vacancy under subdivision 4, the County Board must hold a public hearing not more than 30 days after the vacancy occurs with public notice given in the same manner as for a special meeting of the County Board. At the public hearing, the Board must invite public testimony from persons residing in the district in which the vacancy occurs relating to the qualifications of prospective appointees to fill the vacancy. Before making an appointment, the Board also must notify public officials in the affected district on the appointment, including town board and city council members, and must enter into the record at the Board meeting in which the appointment is made the names and addresses of the public officials notified. If after the public hearing, the Board is unable or decides not to make an appointment under subdivision 4, it must hold a special election under subdivision 1, but the time period in which the election must be held begins to run from the date of the public hearing.

E. Officers

The County Board, at its annual meeting, elects from its members a Chair and a Vice Chair. The Chair presides at the County Board meetings, decides on questions of order, and signs all documents requiring signature on the Board's behalf. The Chair's signature, attested to by the County Administrator, Clerk of the Board or designee, is binding as the signature of the County Board.

The County Board elects from its membership a Vice Chair at the same time and place and in the same manner as provided for the election of the Chair. The Vice Chair performs the duties of the Chair when the Chair is unable to perform the duties.

If the Chair and Vice Chair are absent from any meeting, the members present shall choose one of their members as temporary Chair, and all documents requiring the signature of the County Board shall be signed by a majority of it and attested to by the County Administrator (Minnesota Statutes 375.13). Robert's Rules of Order defines majority as "more than half" of the votes cast by persons entitled to vote, excluding blanks or abstentions, at a regular or properly called meeting."

F. Compensation

County Board members receive, as compensation for services, an annual salary as set by resolution of the County Board. The salary must be established prior to the end of the preceding year, and is effective January 1 of the new year. The resolution shall contain a statement of the new salary as defined on an annual basis and must be published in the official County newspaper.

G. Indemnification

Chisago County Board members are protected by the defense and indemnification provisions through Chisago County's membership in the Minnesota Counties Intergovernmental Trust.

IV. COUNTY MEETINGS

A. Regular Meetings

Members of the County Board are entitled to ten (10) days' notice of regular Board meetings (Minnesota Statutes 375.07). At the annual organizational meeting of the Board, the County Board shall adopt a schedule of regular Board meetings for the upcoming year. The schedule will include the location, date, and time of the meetings. During the year, the schedule may be amended by vote of the County Board.

Unless otherwise stated, all regular meetings of the County Board will be convened in the Board Room of the Chisago County Government Center in Center City, Minnesota. All regular meetings of the County Board are open to the public.

Anyone attending a County Board meeting, excluding emergency response personnel, will be required to have cell phones or any other electronic device on silent mode. This includes all meetings of the County Board referenced in Section IV. of the Operating Guidelines.

According to the Open Meeting Law, at any meeting that must be open to the public, there must be at least one copy of any printed materials relating to the agenda available for inspection in the meeting room.

B. Statutory Meeting

By state law (Minnesota Statute 375.07) the County Board must meet at the county seat on the first Tuesday after the first Monday in January, which is when the terms of new Board members begin. The County Board transacts the following organizational business during this annual organizational meeting:

1. Administration of the Oath of Office (if required).
2. Election of Officers.
3. Appointments of Commissioners to commissions, committees, and boards.
4. Appointment of voting delegates to AMC.
5. Awarding of Official County Newspaper (or confirming Official Newspaper).

C. Open Meeting Law

All meetings of the County Board and Board Committees are subject to the Open Meeting Law (Minnesota Statutes 13D).

D. Closed Meetings

The County Board may, by motion, convene in closed session for the purposes of transacting business. Business which may be considered in closed session are as follows:

- In accordance with the attorney/client privilege:
- To consider strategy for labor negotiations;
- To consider real estate negotiations;
- To consider security measures;
- Or as otherwise required or permitted by the Minnesota Open Meeting Law.

Before closing a meeting, the Board will state, on record, the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

E. Special/Emergency Meetings

The Chisago County Board may, by Board action, establish a special or emergency meeting. Special meetings shall be preceded by three (3) days' notice, including a posting of the meeting notice on the Chisago County website, outside the County Boardroom and either (1) mailed or delivered notice to persons who have requested such notice, or (2) publication of the notice in the official newspaper (Minnesota

Statutes 471.705). Procedures to schedule a special meeting shall be in accordance with Minnesota Statutes.

Adjourned or reconvened meetings may be held at any specific time, date, and place the Board may adopt without additional notice. However, the time, date, and place must be publicly specified by the Board prior to adjourning the meeting in which the time, date, and place are established.

F. Work Sessions and Informal Meetings

From time to time, the County Board may schedule work sessions, workshops, retreats, forums, or additional meetings at such times and concerning such subjects as may be established by action of the Board. A schedule of such meetings shall be maintained in the County Administration office. Work sessions and other informal meetings of the Board not regularly held, shall be subject to the same notice requirements of the Open Meeting Law.

At the beginning of each year, the County Board will schedule a time, at a regular Board meeting or a work session, to discuss and review topics of importance such as the County's Strategic Plan, the County's financial status, current and future levies, County goals and priorities, and other department or committee/commission topics/issues, if needed.

G. Public Hearings

From time to time, the County Board conducts formal public hearings. In addition to those required by law, the County Board may hold public hearings on matters of business when it decides that such hearings are in the best interest of the general public or issues under consideration. The order of business for public hearings generally follows this procedure:

1. Presiding officer opens the hearing and states the purpose.
2. Brief description of issue by County staff.
3. Presentation, if applicable, by affected or interested persons.
4. Open discussion by members of the general public.
5. Discussion by the County Board.
6. Public hearing closed by Chair.
7. Decision of the County Board.

At any time during the process, the County Board may address any questions as deemed appropriate.

The County Board may alter the public hearing procedure as needed to assure that the hearings are conducted in an orderly, fair, and expeditious manner, including establishing reasonable time limits for speakers individually or on each side of the issue before the Board.

Rules adopted for public hearing procedures are intended to promote an orderly discussion, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.

All comments by members of the public shall be made at the microphones, if available, and individuals making comments shall first give their name and address. This is required for an official record of the public hearing. Members of the public interested in addressing the County Board are requested to sign in and make it known at the appropriate time that they wish to speak.

H. Audience/Citizen Requests

The County Board prefers all business matters initiated by citizens coming before them to first be reviewed by staff and scheduled for discussion on the County Board agenda.

If an individual seeks to appear before the County Board, he/she should notify County Administration of his/her intention and the issue to be presented. Staff will confer with the individual, address the issue, and, if necessary, schedule the issue accordingly on the County Board agenda after consultation with the County Board Chair.

Chisago County also has a public comment session during each regular Board meeting. At the call of the Chair and after signing in, individuals will have an opportunity to address concerns to the County Board. The Rules of Conduct for the public comment session are posted in the County Board Room. Each comment is limited to 3 minutes. However, the Chair has the discretion to allow individuals greater than the 3 minute time limitation during for topic experts, or for individuals speaking for multiple parties.

I. Board Committees

For the purpose of assisting the Board in carrying on its business, committees shall be formed and shall be composed of members as determined by resolution of the Board. Minutes of the committee meetings shall be kept and shall become official upon approval of the committee. All actions of the committees are considered recommendations to the County Board or appropriate committee.

J. Quorum

A quorum is necessary for transaction of business. A majority of the members of the Board constitutes a quorum and no business shall be transacted unless approved by a majority (three votes) of the whole County Board (Minnesota Statutes 375.07). Less than a majority of members may convene a meeting, but no business may be transacted. Less than a majority may adjourn the meeting.

Any County Board member who, for any reason, anticipates or plans an absence at any regular or special meeting, is encouraged to contact the County Board Chair or the County Administrator to indicate his or her planned absence.

K. Role of Presiding Officer (Chair)

The presiding officer of the meeting is the Chair. In the absence of the Chair, the presiding officer will be a Vice Chair. The duties and powers of the presiding officer include the following:

1. Preside at all meetings of the County Board.
2. Preserve order and decide questions raised by members subject to appeal to the Board.
3. Vote all questions regularly moved and announce the result.
4. Serve as representative of the Board in execution of contracts, orders, determinations, and minutes of the Board.
5. The Chair of the Board must step down as Chair to make a motion, however Chair has the same voting rights and responsibilities as other members.
6. At discretion of the Chair, the Chair may allow individuals greater than the 3 minute time limitation during Citizen's Forum for topic experts, or for individuals speaking for multiple parties.

L. Addressing the County Board

Formal protocol is used when speaking to the County Board. The County Board Chair is addressed as Mr. /Madam Chair and other Commissioners are addressed as Commissioner or Commissioner "last name". Members of the public may speak on any matter before the County Board when recognized by the Chair and within established procedures as outlined in the guidelines.

M. County Administrator

The County Administrator or designee shall attend all meetings of the County Board. The County Administrator represents the staff at the meetings. The County Administrator may participate in the discussion or recommend a resolution or action to the County Board. A member of the Board may call on the County Administrator to participate in the discussion or request a verbal recommendation on any subject pending before the Board.

The County Administrator or designee shall prepare a written agenda for all regular and special meetings of the County Board. The County Administrator or designee shall also:

1. Makes regular entries of all Board resolutions and decisions upon all questions.
2. Records the vote of each member on any question submitted to the Board.
3. Preserves and files all business acted upon by the Board.
4. Certifies, under seal of the County, copies of any and all resolutions or decisions of the Board.

5. Performs such further duties as designated by the Board.

V. RULES OF PROCEDURE

A. Statement of Purpose of the Board

The County Board is the body charged by law with the ultimate management and control of all of the affairs of Chisago County. As such, it operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the framework of state and federal law and ordinances the County Board may adopt. The various elected and appointed officials charged by law or the County Board with the operation of substantive areas of service delivery must conduct the management of their respective departments within the limits established by law and the County Board.

B. Statement of Principles of the Rules

The foundation for Rules of Order lies in the basic and enduring principles of rights. Specifically enunciated, these rights include the right of the majority to rule, the right of the minority to be heard, and the right of the individual to participate in the decision-making process. Along with these rights are important canons of efficiency: namely, attend to one matter at a time, and the balancing of the affirmative and negative factions to a pending matter.

Finally, the Rules foster courtesy and decorum, holding firm to the maxim that one must debate motions, not members. All members should conduct themselves in a professional manner at all times.

C. Statement of Purpose of the Rules

The Rules intend to strike a procedural balance that considers all principles and enunciates a specific process by which those principles interact and work. The Rules are representative of principles, both to give specific guidance on method and to provide a reasonable compromise in the event of conflict.

IF AN ISSUE IS NOT COVERED UNDER THE CHISAGO COUNTY BOARD OF COMMISSIONERS RULES OF PROCEDURE, ROBERT'S RULES OF ORDER (NEWLY REVISED) WILL APPLY.

VI. TYPES OF COUNTY BOARD ACTION

A. Resolution

The County Board takes formal actions by resolution (Minnesota Statutes 373.02), ordinance (Minnesota Statutes 375.51), or a motion, second and majority support by members of the Board. A motion may be introduced by any member of the County Board.

The main motion in the form of a resolution is the means by which a member may present a substantive proposal to the County Board for consideration and action. Since it is the basic motion for the transaction of business only one subject may be considered at a time and the main motion may be postponed only when no other motions are before the County Board.

B. Ordinance

The County Board may take formal action by ordinance (Minnesota Statutes 375.51.) An ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the affairs of the County Board. Action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

C. General Consensus

The County Board provides informal direction by consensus. Informal direction is most often used to provide staff with preliminary Board perspective on a matter which will require future formal action. Informal direction is also used to provide additional insight into formal actions previously taken. Informal direction standing alone does not establish Board policy or authorize action.

D. Policy Development

Authority for the development of policies in Chisago County is granted to the County Board through Minnesota Statutes Chapter 373 (Counties, Powers, Duties and Privileges), Minnesota Statutes Chapter 375 (County Boards) and other statutes.

With the powers granted within these statutes, the County Board may delegate certain authority, as appropriate. These delegations on authority may be rescinded at any time by the Board.

The County Board may at any time refer an item or resolution to the appropriate Committee for further review and deliberation.

VII. COUNTY BOARD AGENDA

A. Preparation and Distribution

The County Administrator shall cause preparation of the agenda and supporting material for each regular and special meeting. Members of the Board may request an item to be placed on the agenda by informing the County Administrator.

Copies of the agenda and supporting material are made available to County staff, public, and media as appropriate. A distribution list is maintained in the County Administration office. Members of the public who are interested in following issues considered by the Board may register their name and address with County Administration to be placed on the agenda distribution list.

The agenda and minutes are available on the Chisago County web site at www.chisagocounty.us.

B. Order of Business

The order of business for each regular meeting of the County Board shall be as follows:

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Committee reports (monthly)
5. Approval of Previous Meeting Minutes
6. Business
7. Miscellaneous
8. Adjournment

The order of business may be changed as needed to accomplish objectives and priorities of the meeting. The order of business may be changed at the recommendation of the Chairperson, any members of the Board, or the County Administrator, subject to County Board consensus.

C. Agenda

The agenda consists of all items which require discussion, review, or action. Items of business within the agenda are considered individually and in the order of business noted on the agenda or at the discretion of the Board Chairperson.

D. Committee Reports/Commissioner Updates

Commissioners will give reports or updates on various meetings attended on a monthly basis.

E. Official Records

The County Administrator or designee (Clerk of the Board) shall cause preparation of the official minutes of each meeting. Board meeting minutes shall be kept in accordance with all provisions of statute in order to provide an accurate record of

County Board actions. The record is not intended to be a verbatim transcript of all discussion and debate; the record is primarily a compilation of official actions.

The minutes of the County Board meeting shall be prepared and submitted for approval at the next succeeding County Board meeting. Official proceedings of County Board meetings shall be published in the official County newspaper (Minnesota Statutes 375.12). The official Board proceedings are distributed to staff and interested parties, and are also available on the Chisago County web site at www.chisagocounty.us.

The official public record of County Board meetings is available in the County Administration office.

While unofficial, an audio video recording of all regular County Board meetings will be posted on the Chisago County website at www.chisagocounty.us.

VIII. COUNTY BOARD COMMITTEES

A. Special Committees

The Board may establish a special committee or task force as deemed necessary. A special committee or task force shall advise the Board as directed and may report recommendations to the Board for appropriate action. Unless expressly stated in the creation of the special committee or task force, it shall automatically dissolve when its work is accepted by the Board.

IX. ADVISORY COMMITTEES

A. Policy

The County Board appoints individuals/citizens to various boards, committees, or commissions, (hereinafter referred to as committees) which have been established by the County Board or pursuant to Minnesota Statutes and in Board policy. The County Administration will maintain a complete list of committees and their underlying source of creation.

The current list of committees is available in the office of the County Administrator.

B. Role and Purpose of Committees

Each committee serves a statutory, policy, or operational purpose to further the interests of Chisago County. Each committee may have specific staff assigned and designated to support its function. The function and reporting relationship to the Board varies from committee to committee.

Committees are established to serve a variety of functions. The fundamental purposes for utilizing committees in support of County government are:

1. To involve members of the public in the decision making process.
2. To meet requirements of state law.
3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding-board for issues, ideas, and policy matters.

C. Operating Procedures

Appointments are made by the County Board. Individuals appointed by the County Board to committees are authorized to receive a per diem reimbursement for attendance at regular or special meetings of such committees. An annual resolution establishing the per diem rate is adopted by the County Board at the annual organizational meeting.

Additionally, Minnesota Statutes 375.06 provides, in part, that "members of the County Boards in counties other than Hennepin, Ramsey, and St. Louis may be paid a per diem pursuant to section 375.055, subd.1, for each day necessarily occupied in the discharge of their official duties while acting on any committee under the direction of the Board..." Furthermore, the Minnesota Attorney General has concluded:

Thus, County Commissioners are authorized to receive annual salaries and may also be paid "per diem" for performing the duties of office, including work on committees "under the direction of the Board," and individual services as commissioners "when required by law."

Compensation shall not be authorized for public officials or employees of other jurisdictions who serve on such committees or advisory bodies by virtue of their office.

D. Resignations

All written and verbal resignations of committee members are acknowledged by the Board and authorization is given to begin the open appointments process to fill the vacancy.

E. Terms

The terms of the appointees to the various committees vary per committee, pursuant to Minnesota Statutes or at the discretion of the County Board. The County Administrator maintains a complete list of all committees, including information on member terms and applicable term limits. Annually, the County Administrator will request all advisory committee members to express their interest in remaining on their respective committee.

F. Ex-Officio Members

Ex-Officio members on any committees are non-voting members.

G. Appointment of Chairs

Chairs of various committees are selected according to committee bylaws.

X. CODE OF ETHICS

Effective county government is premised upon public respect and confidence in the integrity and principles of the elected Board members. **Attachment A** is the Chisago County Code of Ethics which was adopted from the Association of Minnesota Counties (AMC) Model Ethics Policy.

It is the belief of the County Board that the trust bestowed upon them as elected officials is of utmost importance in the relationship between themselves and the public. With this belief, the following statements serve to augment the Code of Ethics and further emphasize the priority and commitment the County Board has placed on ethical standards.

In the execution of their official duties, all County Board members shall strive to:

- Observe the highest moral and ethical standards.
- Maintain and respect confidentiality or private and confidential information.
- Avoid discrimination against any person on the basis of race, color, sex, religion, creed, national origin, age, disability, marital status, place of residence, or status with regard to public assistance.
- Comply with the ethical obligations imposed by law, including Minnesota Statutes 10A.07, 10A.071, 382.18, 471.87-895, including, where appropriate, disclosing conflicts of interest, abstaining from decision-making, eliminating conflicts of interest, and declining gifts.
- Work to create a positive environment in public meetings where all individuals may feel comfortable in their roles as observers or participants.
- Allow citizens, staff, or colleagues sufficient opportunity to present their views. Be tolerant, respectful, attentive and professional at all times. Avoid comments, body language, or distracting activity that conveys a message of disrespect for the presentations from citizens, staff, or colleagues.

XI. CITIZENS

A. Public Communication

Individual Citizen Outreach. The County Board believes members of the public have the right to be informed of the Board's process and decisions and should have the opportunity to present their views to the Board. Meetings are open to the public. Board agendas are available on the county website, by email, or mailed to interested parties at their request. The County Board encourages the residents of Chisago County to participate in all aspects of the Board's business, including citizen committees, commissions, and advisory groups.

Information News Media Outreach. Chisago County information is distributed through announcements to local news media and in articles provided by staff to local news publications. Information is also available on the Chisago County web site.

Public Hearings Outreach. The County Board is interested in securing optimal public input on matters of business. In addition to hearings required by law, public hearings and open forums may be conducted at the discretion of the Board.

B. Open Meeting Law

All regular and committee meetings of the County Board and notice of such meetings are subject to Minnesota Statutes 471.705: Open Meeting Law.

The County Board may hold closed meetings as authorized by Minnesota Statutes 471.705. Before closing a meeting, the Board will state on record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

C. Audience Participation at Board Meetings

It is the intention of these rules to support the interest of the general public in following Board business during their meetings.

Audience Citizen's Comments. Interested citizens have an opportunity to appear and speak on any issue or topic related to County Board business in accordance with the Rules of Conduct.

To the extent possible, interested citizens shall notify the County Administration office of their intent to speak at the meeting and the issue to be discussed. In an effort to encourage efficiency and early resolution of issues, the County Board recommends that citizens first contact staff to try to resolve matters before coming formally to the County Board meeting.

Distribution of the Agenda. Members of the public who are interested in following issues considered by the County Board may register their name and email address with the County Administrator to be placed on the agenda distribution list. The

agendas are emailed prior to the regularly scheduled County Board meeting. As previously stated, the agenda and supportive materials are made available to the public at the County Board meeting.

D. Responding to Correspondence/Inquiries/Complaints from Citizens

County Board members and staff are committed to customer service and will endeavor to provide timely and efficient response and communication to the citizens of Chisago County.

Written. Upon receipt of a written inquiry, request for information, or complaint about Chisago County business which has been sent to a Board member, upon notification and directions from the County Administrator or designee, staff will confer with the member to determine the appropriate course of action. The inquiry will be handled as directed with the County Administrator or designee advising the Board member(s) upon completion.

Telephone. Incoming telephone calls requesting a specific Board member are forwarded to the Board member per his/her instructions. Administration staff will periodically review with Board members the preferred methods of handling telephone inquiries. Every effort will be made to maintain open lines of communication between Board members and their constituents.

Telephone calls requesting information about specific areas of County business are forwarded to the appropriate department. Customer service is of primary importance to the County Board and staff.

XII. STAFF

A. County Administrator

The position of County Administrator is established pursuant to Minnesota Statutes 375A.06. The County Administrator is the administrative head of the County, responsible for the administration of the affairs of the County delegated to him/her by Minnesota Statutes and the County Board. The County Board has approved a job description which outlines in detail the duties and responsibilities of the County Administrator.

In general, the County Administrator supervises the departments which function under the jurisdiction of the Chisago County Board. The County Administrator coordinates the various activities of the County, unifies the management of its affairs, and makes recommendations to the Board regarding the structure of County departments and functions, including reporting relationships, physical facilities, and locations. The County Administrator is accountable for hiring, training, advising, motivating, and appraising the performance of subordinates.

The County Administrator recommends the annual budget and long-range capital expenditure programs to the Board for approval.

The County Administrator recommends to the Board proposed policies concerning the administrative affairs of the County. The County Administrator will keep the Board informed, make recommendations, and comment upon legislative initiatives which affect the County and, as directed by the Board, will represent the County in its relations with other governments. The County Administrator has authority over the non-elected department heads, recommends short and long-term goals to the Board, and periodically measures organizational and individual accomplishments against goals, objectives, and timetables.

The County Board is responsible for annually evaluating the performance of the County Administrator and will review the evaluation with the Administrator. The evaluation results will be reviewed with the County Board and a copy of the evaluation will be placed in the Administrator's personnel file. During the course of the year, if Commissioners have performance concerns regarding the Administrator, they are encouraged to discuss said concerns with the Chair and Vice Chair.

B. Role of Staff

The County Administrator, with the support of staff, in a timely and responsible manner, answers inquiries and requests regarding issues and concerns brought by Board members or the citizens of Chisago County. In certain instances, Board members may want assistance of County staff in evaluating policy and/or programmatic changes. Board members who wish to initiate policy or program change are encouraged to first present such requests for discussion and possible direction to the County Administrator and staff.

Functions which are deemed routine, such as interpretation of policy and procedure, general constituent business, and/or research which require minimal time may be directed, by the Board or individual member, to the County Administrator or designee for action.

C. Legislative Protocol for Staff

Staff participation should be immediately communicated to the County Administrator.

If a member of staff lobbies in a professional capacity, either at the request of a legislator or a professional association, she/he must note in testimony that she/he is speaking as a professional, not as a County representative. Any testimony given or contacts made by staff should be communicated to the County Administrator. Staff should not presume to speak for the County Board unless the Board's positions have been reviewed or staff has checked with the Board on specific issues.

When the County is paying the dues for membership in a professional association, staff should not take a position within that professional association that is inconsistent with County Board policy.

Staff and appointed representatives shall notify the County Board of a pending appointment to an advisory board or task force initiated outside of the scope of County Board authority.

EXHIBIT A. ATTACHMENT A. CODE OF ETHICS

Code of Ethics for Public Officials in Chisago County

SECTION 1. DECLARATION OF POLICY

The proper operation of democratic government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

In recognition of these goals, there is hereby established a Code of Ethics for all Public Officials of Chisago County. The purpose of this Code is to establish ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the best interests of the county, and by directing disclosure by such officials of private financial or other interests in matters affecting the county. The provisions and purpose of this Code and such rules and regulations as may be established are hereby declared to be in the best interests of Chisago County.

(Optional) Recognizing that education on ethics in government is the key to having good government, this code requires that yearly seminars be held to discuss the meaning of this code with new public officials, and in addition such seminars shall involve trained experts on government ethics who are outside of County. The County Administrative shall be the coordinator for these seminars. These seminars will keep the subject of ethics in government fresh in everyone's mind.

SECTION 2. DEFINITIONS OF TERMS

PUBLIC OFFICIAL: Any person that has been elected to office, appointed by the County Board, appointed to a County Committee or Commission or hired by the County to serve as a department head or assistant department head. This list includes the following:

- A. A member of the County Board or other elected official.
- B. The department head and assistant department head of each County department.
- C. A member of any County Committee or Commission.
- D. The County Administrator or like position.
- E. Consultants retained by the County and those individual professionals (such as but not limited to engineers, architects, lawyers, auditors and appraisers) in the consultant's firm who perform work for the County.

THING OF VALUE: Money, real or personal property, a permit or license, a favor, a service, forgiveness of a loan or promise of future

employment. It does not mean reasonable compensation or expenses paid to a public official by the government of Chisago County for work performed.

COMPENSATION: A payment of "anything of value" to an individual in return for that individual's services of any kind.

ASSOCIATION: A business entity of any kind, a labor union, a club or any other group of two or more persons other than the immediate family.

IMMEDIATE FAMILY: A reporting individual, spouse, minor children, minor stepchildren, or other person residing in the same household.

GIFT: The payment or receipt of "anything of value" unless consideration of greater or equal value is provided in return.

COUNTY ADMINISTRATOR: The person that heads up the administration of the operating government of the county.

SECTION 3. ETHICAL CONSIDERATIONS

Public officials are to serve all persons fairly and equitably without regard to their personal or financial benefit. The credibility of Chisago County government hinges on the proper discharge of duties in the public interest. Public officials must assure that the independence of their judgment and actions, without any consideration for personal gain, is preserved.

Specific ethical considerations are enumerated below for the guidance of public officials, but these do not necessarily encompass all the possible ethical considerations that might arise.

- A. Other Offices or Employment. An elected public official shall not hold another incompatible office as that term has been interpreted from time to time by statute, the courts, and by the Attorney General. Employed public officials shall not hold such incompatible office nor shall they engage in any regular outside employment without notice to and approval by the County Board. Elected and appointed public officials shall not hold other office or employment which compromises the performance of their elected or appointed duties without disclosure of said office or employment and self-disqualification from any particular action which might be compromised by such office or employment.
- B. Use of Confidential Information. No public official shall use information gained as a public official which is not generally made available to and or is not known to the public, to directly or indirectly gain anything of value.

- C. Solicitation of or Receipt of Anything of Value. A public official shall not solicit or receive anything of value from any person or association, directly or indirectly, in consideration of some action to be taken or not to be taken in the performance of the public official's duties.
- D. Holding Investments. No public official shall hold any investment which might compromise the performance of the public official's duties without disclosure of said investment and self-disqualification from any particular action which might be compromised by such investment, except as permitted by statute, such as Minnesota Statutes 471.88.
- E. Representation of Others. A public official shall not represent persons or associations in dealings with the county in consideration of anything of value.
- F. Financial Interest. Where a public official or a member of the public official's immediate family has a financial interest in any matter being considered by the public official, such interest, if known to the public official, shall be disclosed by the public official. If the public official has such a financial interest or if the minor child of a public official has such a financial interest, the public official shall be disqualified from further participation in the matter.
- G. County Property. No public official shall use county owned property such as vehicles, equipment, or supplies for personal convenience or profit except when such property is available to the public generally, or where such property is provided by specific county policy in the conduct of official county business.
- H. Special Consideration. No public official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
- I. Authority. No public official shall exceed his or her authority or breach the law, or ask others to do so. Giving Anything of Value. No elected public official shall give anything of value to potential voters in return for their votes, promises, or financial considerations which would be prohibited by the State Minnesota Fair Campaign Practices statute.
- J. Public Funds, etc. No public official shall use public funds, personnel, facilities, or equipment for private gain or political campaign activities.
- K. Expenses. Public officials shall provide complete documentation to support requests for expense reimbursement. Expense reimbursement shall be made in accordance with County policy.

- L. Donations. No public official shall take an official action which will benefit any person or entity because of a donation of anything of value to the County by such person or entity.
- M. Official Action. No public official shall take an official action which will benefit any person or entity where such public official would not have otherwise have taken such action but for the public official's family relationship, friendship, or business relationship with such person or entity.
- N. Compliance with Law. Public officials shall comply with all local ordinances and State and Federal Statutes including, but not limited to, the Criminal code, Fair Campaign Practices Act, and laws governing the functioning of counties and municipalities, their elected and appointed officials, and employees.

SECTION 4. SPECIAL CONSIDERATIONS

Situations can arise where a member of a Commission, a Board, or a Committee abstains from voting because of a conflict of interest, but his or her abstention becomes a vote either for or against the matter because a majority are required to pass or reject that matter. This can happen where four-fifths vote is needed to pass an issue, or the vote has to be a clear majority and a split vote does not pass or reject.

When this happens, the County Attorney must be consulted and the final vote should carry a public notice explaining what took place, and it was resolved.

Chisago County Request for Board Action

Meeting Date: January 5, 2021	Item Number: 5
Title of Item for Consideration: 2021 Meeting Schedule	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the Regular Meeting schedule for Chisago County Board Meetings. • In 2015 - 2020, the Chisago County Board of Commissioners met at 6:30 p.m. on the first and third Wednesdays of each month. • The Board would then immediately recess for the monthly Health and Human Services Committee of the Whole meeting, to begin at 6:30 p.m. on the first Wednesday of the month. • The Board would similarly recess for the monthly Road and Bridge Committee of the Whole meeting, to begin at 6:30 p.m. on the third Wednesday of the month.	
Background: The Board is respectfully requested to determine the dates of the Regular Meetings of the Chisago County Board of Commissioners. The Board may also elect to set the dates and times of when the Health and Human Services Committee of the Whole meets and when the Road and Bridge Committee of the Whole meets. Attachment: • <i>Draft</i> Resolution Establishing Dates and Times for the Regular Meetings of the 2021 Chisago County Board of Commissioners • <i>Draft</i> 2021 Meeting Dates of the Chisago County Board of Commissioners	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners establish the Board Meeting Schedule for 2021 via the attached Resolution. The following motion is suggested: <i>"Move to adopt the 2021 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution"</i>	
Implications of Action: By adopting the attached Resolution, the Chisago County Board of Commissioners will establish the dates and times of the Regular Meetings of the Board of Commissioners, as well as of the Regular Meetings of the Health and Human Services Committee of the Whole and the Road and Bridge Committee of the Whole. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve

CS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

BOARD AGENDA

January 5, 2021

Defining the 2021 Meeting Schedule for the Chisago County Board of Commissioners

RESOLUTION NO. 21/0105-X DEFINING THE 2021 MEETING SCHEDULE FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 20th, 2021, commencing at 3:00 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 5th, 2021, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 3:00 p.m. on the third Wednesday of each month; and

BE IT FURTHER RESOLVED, that the meetings on the first Wednesday of each month shall start with the Health & Human Services Committee of the Whole and followed by the Citizen's Forum at 7:00 p.m.; and

BE IT FURTHER RESOLVED, the meetings on the third Wednesday of each month shall start with the Road & Bridge Committee of the Whole and followed by the Citizen's Forum at 3:30 p.m.; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 1, Minnesota Statutes, a schedule of the regular meetings of the Chisago County Board of Commissioners shall be kept on file at its primary offices, located in Suite 170 of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota; and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 3, Minnesota Statutes, Emergency Meetings may be called when, in the judgment of the Chisago County Board of Commissioners, circumstances require immediate consideration and a good faith effort is made to contact the media and each person who has filed a written request for notice of such meetings.

2021 MEETING SCHEDULE

CHISAGO COUNTY BOARD OF COMMISSIONERS

January

- January 5th, 2021 (Tuesday @ 9:30 AM)
: *Annual Meeting, pursuant to M.S. 375.07*
- January 20th, 2021

February

- February 3rd, 2021
- February 17th, 2021

March

- March 3rd, 2021
- March 17th, 2021

April

- April 7th, 2021
- April 21st, 2021

May

- May 5th, 2021
- May 19th, 2021

June

- June 2nd, 2021
- June 16th, 2021

July

- July 7th, 2021
- July 21st, 2021

August

- August 4th, 2021
- August 18th, 2021

September

- September 1st, 2021
- September 15th, 2021

October

- October 6th, 2021
- October 20th, 2021

November

- November 3rd, 2021
- November 17th, 2021

December

- December 1st, 2021
- December 15th, 2021

Notes:

- All meetings are held on the 1st and 3rd Wednesdays of each Month, unless noted otherwise
- 1st Meeting of each month is held at 6:30 p.m., 2nd Meeting of each month is held at 3:00 p.m.
- All meetings are held in Suite 160 of the Chisago County Government Center, 313 N. Main Street, Center City, MN, unless noted otherwise
- 2022 Organizational Meeting - Tuesday, January 4th, 2022 (annual Meeting M.S. 375.07)

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Chisago County Request for Board Action

Meeting Date: January 5, 2021	Item Number: 6
Title of Item for Consideration: 2021 Mileage, Lodging, and Meal Reimbursement Rates	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Board of Commissioners establishes the authorized mileage, lodging and meal reimbursement rates. For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available. Additionally, the Board has set the lodging and meal reimbursement rates at the rates established by the GSA (General Services Administration).	
Background: The Board of Commissioners establishes/reaffirms the mileage, lodging and meal reimbursement rates every year because it recognizes that employees and elected officials may be required to travel to perform their assigned duties. By establishing a mileage reimbursement rate, the County defines reimbursement costs paid to employees when employees are required to drive to perform their duties and a County vehicle is unavailable. For 2021, the federal maximum allowable rate is \$.56 (2020 = \$.575). For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available (\$.35 in 2019)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the 2021 mileage reimbursement rate at \$.56 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage and the rates set by the GSA for lodging and meals. The following motion is suggested: <i>"Move to establish the 2021 mileage reimbursement rate equal to the federal maximum allowable rate; as \$.56 per mile, and to establish the 2021 mileage reimbursement rate at \$.35 per mile, when at the driver's discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals."</i>	
Implications of Action: If the recommended action is undertaken, the County Board will have set the mileage, lodging and meal reimbursement rates for 2021.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes	

and County authority and policies.			
<i>Administrator's Recommendation</i>			
Approve <u>CLB</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 7
Title of Item for Consideration: Annual Review of Perfunctory Personnel/HR Actions	
Action Requested by: Board of Commissioners	Department: Administration/Human Resources
Previous Action on this Matter: January 2 nd , 2018 County Board approval of revised Perfunctory Personnel/HR Procedures via Resolution (with annual review) and approved again in January 8 th , 2019 and 2020.	
Background: In an effort to streamline Personnel/Human Resource practices and procedures, the County Board of Commissioners made the following administrative adjustments, effective in 2012 and reaffirmed in 2013 - 2020.	
<u>Step Increases/Promotions:</u> - Authorized the Administrator/Human Resources Department to execute perfunctory Step Increases when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented). - Maintained that irregular Step increases, promotions, and the like will be presented to the Board for individual consideration. The recommended changes have had the effect of facilitating timely awarding of step increases, increasing organizational efficiency, and reducing perfunctory actions scheduled for the Board.	
<u>Recruitment, Selection & Hiring:</u> - Authorized the Administrator/Human Resources Department to execute routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and funding is included in the approved Annual Budget. - Maintained that positions for Department Director or above, requests for new or modified positions, and actions involving irregular or special circumstances positions are presented to the Board for individual consideration. The recommended changes have had the effect of facilitating timely recruitment, selection and hiring of certain County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.	
<u>Retirement, Resignation & Discipline:</u> - Authorized the Administrator/Human Resources Department to execute personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes, County Board-approved labor agreements, and personnel policies and procedures. - Maintained that such actions relative to positions for Department Director or above, irregular actions or actions relating to special circumstances will be presented to the Board for	

individual consideration.

- Required that staff regularly inform the Board of all personnel actions via written communication and/or oral updates at Board meetings.

The recommended changes have had the effect of facilitating timely action on personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

Attachment(s):

- 2021 Resolution regarding Perfunctory Personnel/HR Functions

Action Requested/Recommended: From a staff perspective, the current County policy has worked well in streamlining these perfunctory HR functions and aiding County departments in the recruitment, selection and hiring process.

A Resolution reflecting the County Board's annual review of these Perfunctory Personnel/HR Actions is attached. Board affirmation of such may be undertaken via the following motion:

"Move to approve the Attached Resolution affirming the County's policy regarding routine Personnel and Human Resource Actions."

Implications of Action: Annual renewal of the current policy will have the effect of continuing timely action on routine personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

- **ADMIN/HR** - Annual renewal will have the effect of continuing more streamlined and efficient handling of recruitment, selection, hiring and management of County employees.
- **BUDGET** - The proposed policy changes will have no impact on the County's 2020 budget, as all allowed personnel actions will have already been incorporated into the 2020 budget. No additional long-term (i.e. out-year) financial implications are anticipated from this action.
- **POLICY** – Annual renewal will have the effect of continuing County policies with respect to routine personnel actions or Board approval of non-routine or significant personnel actions.
- **LEGAL** – The County Attorney has previously issued an Opinion regarding these changes and approved the enabling Resolution. Annual review by the Board of these perfunctory Personnel/HR actions *is mandated* by the enabling Resolutions. This policy is in conformance with all applicable state and federal regulations and statutes regarding management and implementation of County personnel actions.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**Chisago County
Board of Commissioners**

DELEGATING CERTAIN PERSONNEL FUNCTIONS

**RESOLUTION NO. 21/0105-XX
DELEGATING CERTAIN HUMAN RESOURCE AND
PERSONNEL FUNCTIONS TO COUNTY ADMINISTRATOR**

WHEREAS, Minnesota Statute § 375.18, subd. 2 provides that a County Board has the power to manage county business and make orders concerning them as it deems expedient; and

WHEREAS, Minnesota Statute § 375A.06 sets forth the functions of the County Administrator as exercising general supervision over all county institutions and agencies and responsible for proper administration of county affairs, with those relating to certain Human Resources and Personnel management requiring approval of the County Board; and

WHEREAS, the County Attorney has opined that certain elements of such personnel and human resource functions may be delegated to the Administrator at the discretion of the County Board.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County that the following Personnel and Human Resource functions are hereby delegated to the Administrator:

- Routine, perfunctory Step Increases for County employees, when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented).
- Routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and when such position's funding is included in the Board-approved Annual Budget.
- Those personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes and subject to County Board-approved labor agreements, and personnel policies and procedures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that such delegation, intended to facilitate more timely action on certain personnel issues and increasing organizational efficiency, will be annually reviewed and affirmed by the County Board.

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Chisago County Request for Board Action

Meeting Date: January 5, 2021	Item Number: 8
Title of Item for Consideration: 2021 Board Committee Assignments	
Action Requested by: County Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the County Board of Commissioners is asked to discuss and/or establish which Commissioners wish to be assigned to which committees. Typically, the new Board Chairperson then proposes Committee Assignments for final review and action by the Board in January. The Board of Commissioners confirms who will be the designated Member(s) and who will be designated Alternate(s) for each approved Committee.	
Background: The Board of Commissioners establishes/reaffirms Committee assignments every year. A motion, voted on by the entire Board, will be needed to affirm/change an assignment of a Commissioner. There are currently 35 committees designated as official committees, wherein Commissioners are seated as official County representatives/members. Today's discussion provides an opportunity for the Board to review current assignments and suggested changes or corrections for 2021.	
Attachment: • AMC 2021 Policy Committee and Voting Delegate Appointments • <i>Draft</i> Resolution Establishing County Commissioner Committee Assignments for 2021 • MESB 2021 Meeting Dates Handout • MICA On-Boarding Letter • MICA DRAFT 2021 Annual Meeting Agenda	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board discuss and designate the 2021 Commissioners' Committee Listing. The following motion is suggested, if action is warranted: <i>"Move to approve, by Resolution, the 2021 Commissioners' Committee Assignments, as designated at Today's meeting."</i> Otherwise, it is recommended the new Board Chairperson receive input at today's Meeting and prepare this item for consideration at the next Board Meeting.	

Implications of Action: If action is taken, the County Board will have established Board Committee assignments for 2021.

Budget/Financial Implications: None

Legal/Policy Implications: The proposed activities are in 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 _____

2021 Commissioner's Committee Listing

DRAFT for 2021

	<u>BOARD OR COMMITTEE</u>	<u>COMMISSIONER(s)</u>	<u>MEETING DATE</u>
1	Association of MN Counties	Full Board	Varies
2	Budget & Finance Committee	Full Board	2nd Tuesday @ 3 p.m.
3	Central MN Council on Aging	Greene (Montzka - Alt.)	Usually 3rd Thursday every other month
4	Chisago County Emergency Preparedness Committee	DuBose (Robinson - Alt.)	Quarterly
5	Chisago Lakes Joint Sewer Commission	Dunne (Montzka - Alt.)	Monthly. Usually 3rd Monday @ 3:30pm
6	Transportation Advisory Committee	Robinson, Dunne	Quarterly or as Needed
7	Chisago/Ramsey/Washington Commuter Rail Study-Rush Line Task Force	Montzka (Dunne - Alt.)	As Needed. Usually 3rd Thursday @ 3:30pm
8	East Central Regional Library Board	Dunne (Montzka - Alt.)	2nd Monday @ 10:00am
9	East Central Solid Waste & 2 County Landfill, Recycling	Greene (Montzka - Alt.)	2nd Monday @ 9:00am
10	East Central Regional Dev. Commission Subcom: Metro Area Transpo. Partnership	Montzka (Greene - Alt.)	4th Monday bi-monthly
11	Health & Human Services Committee Subcom: HHS Subcommittee	Full Board DuBose, Dunne (Montzka - Alt.)	1st Wednesday @ 6:30pm SubCom meets Quarterly
12	Highway 8 Task Force	Dunne, Greene (DuBose, Montzka - Alts.)	Usually meets on Mondays bi-monthly or quarterly
13	HRA-EDA Joint Job Training Board	Robinson, Greene - Board Liaisons (non-voting) (DuBose - Alt.)	Last Tuesday @ NOON
14	Subcom A.) CMJTS, Inc. Operations Subcom B.) WIB Executive Committee Subcom C.) Workforce Dev. Committee	Greene (DuBose - Alt.)	2nd Friday (March, June, Sep, Dec) @ 12:15pm
	Human Resources/Labor Relations	Dunne, Greene (Montzka, DuBose - Alts.)	Quarterly or As Needed
16	Lakes & Pines Board Subcom: Negotiations	Robinson (DuBose - Alt.)	Bi-Monthly, 3rd Monday
17	Law Library, Court Liaison	Montzka	Quarterly or As Needed
18	Legislative Committee	Full Board	As Needed
19	Metro Alliance for Healthy Families Metro Emer Srvs Board (MESB)	Dunne (DuBose - Alt.)	Quarterly
20	Subcom A.) Executive Subcom B.) Radio Cost Allocation	Greene (Robinson - Alt.)	
21	NACO	Full Board	As Needed
22	Parks Board	Robinson (DuBose - Alt.)	3rd Thursday @ 3:30pm
23	Planning Commission	DuBose - Board Liaison	1st Thursday @ 7:00pm
24	Public Health Commission	Dunne (Montzka - Alt.)	As Needed
25	Regional Juvenile Detention Facility-Lino Lakes	Dunne (DuBose - Alt.)	Quarterly
26	Road & Bridge Committee of the Whole	Full Board	3rd Wednesday @ 6:30pm
27	So. Center/So. Lindstrom Sanitary Sewer District	Dunne	Bi-Monthly
28	Solid Waste Advisory Committee	Greene (Robinson - Alt.)	2nd Thurs-June & Dec. 2pm
29	Township Association	Robinson, Greene (Full Board may attend)	Last Wednesday @ 7:00pm
30	U of MN Extension Committee	Dunne, Greene (Robinson - Alt.)	Quarterly. 1st or 3rd Thursday
31	Water Plan Policy Team	DuBose (Robinson - Alt.)	2nd Monday, Bi- Monthly
	Lower St. Croix One Watershed One Plan Policy Committee	DuBose (Robinson - Alt.)	As Needed/Quarterly. Next Meeting - 4PM Jan 28 2019
33	Lakes Improvement District	DuBose - Board Liaison (Dunne - Alt.)	1st Monday
34	MN Inter County Association MICA	Montzka, Dunne (Robinson - Alt.)	2nd Wednesday @ 1:00 p.m.
35	CARES/Small Business Relief	DuBose, Montzka (Robinson)	As Needed



Association of Minnesota Counties

AMC 2021 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2021 AMC POLICY COMMITTEE APPOINTMENTS

*Counties must appoint at least one commissioner or county official to each of the five AMC policy committees.
Individuals may not serve as a voting member on more than one policy committee.*

Policy Committee	2021 Policy Committee Member
Environment & Natural Resources Policy Committee	
General Government Policy Committee	
Health & Human Services Policy Committee	
Public Safety Policy Committee	
Transportation & Infrastructure Policy Committee	

2021 AMC VOTING DELEGATE APPOINTMENTS

*Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2020 in the spaces below.
Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.*

1	
2	
3	
4	
5	
6	
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ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS

Section 1. Association Delegates Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.

Please return to Laurie Klupacs @ lkupacs@mncounties.org



2021 MESB MEETING SCHEDULE

Full Board

January 13

March 10

May 12

July 14

September 8

November 10

Executive Committee

February 10

April 14

June 9

August 11

October 13

December 8

All meetings are held 10:00 a.m. – 11:30 a.m.

Full Board meets the second Wednesday of odd-numbered months.

Executive Committee meets the second Wednesday of even-numbered months.



Minnesota Inter-County Association

(651)222-8737 | www.mica.org

SENT VIA EMAIL

December 22, 2020

Chase Burnham, Administrator
Chisago County
313 North Main Street
Center City, MN 55012

Dear Administrator Burnham and Chisago County Board of Commissioners:

Welcome to the Minnesota Inter-County Association (MICA). On behalf of myself and our executive committee, we are very pleased that Chisago County approved its intent to join MICA at the December 19 Chisago County Board of Commissioner's Meeting.

To formalize Chisago County's membership in our organization, I would ask the following on behalf of our board of directors:

1. That your county board designates two commissioners to serve as Chisago County's representatives on our board of directors for a term concluding on December 31, 2021. (We ask that each county redesignate their board representatives at the start of each calendar year.)
2. That the county remit \$7873.00 trial membership dues for calendar year 2021 upon receiving an invoice from us with the relevant payment instructions. In subsequent years, we will send a notice of dues in November after they are approved by the MICA Board, followed by payment invoice in December for payment by January 31.
3. That the county administrator provide MICA, at his convenience, with the names, e-mail addresses, and phone numbers/contact information of the staff who would serve on our staff committees of county administrators, county engineers, public health, human services, human resources, fiscal officers, risk management, and corrections. Typically, these are the directors of the relevant divisions or departments. We will follow up with each designee by e-mail regarding future meeting dates and agendas. Currently, these meetings are held remotely using a Zoom meeting platform but may resume as in-person meetings when public health recommendations allow.
 - a. In addition, please identify administrative staff for the Commissioners and Administrator if you wish to have us work with that individual for scheduling meeting and the like (not all member counties assign such a role but some have Board secretaries for example).
4. That at the county administrator also provide, at his convenience, MICA with the e-mail addresses of the board members and any other county officials beyond those identified under #3 who should receive our weekly updates during the legislative session.

The MICA Board of Directors meets monthly on the second Wednesday of each month from 1:30 to 3:30 p.m. Prior to the COVID-19 pandemic, meetings were held in the Sibley Room of the Best Western Capitol Ridge Inn (formerly the Kelly Inn), 161 St. Anthony Ave. Saint Paul (*just across Rice Street from the Minnesota State Capitol complex and immediately accessible from I-94 via the Marion Street exit*). This is also the site of MICA's offices. For now, Board meetings are being held remotely on Zoom platform. Any commissioner or staff is welcome to attend our board meetings, which include presentations on issues of county interest outside of the legislative session.

Finally, three additional scheduling events to note:

- On Thursday, January 21st, from 4:00 – 6:30 p.m., MICA will host its **Annual Legislative Forum**. This event will be conducted as a Zoom video conference, and all Chisago County Commissioners and the Administrator are invited to attend. A draft agenda is enclosed.
- Following completion of the legislative session, MICA staff traditionally attends a meeting of each member counties' Board of Commissioners to present an overview of the recent legislative action.
- The MICA Board does not typically meet in July (2020 was an exception due to all the legislative Special Session activity).

Again, welcome to MICA. We appreciate your membership and are confident that you will find excellent value in the information, advocacy, and professional collaborative opportunities we offer.

If you have any questions, please contact myself at (cell) 763-458-1681, or my legislative assistant Paul Nasvik (paul.nasvik@mica.org).

Sincerely,



Matthew Massman, Executive Director
Minnesota Inter-County Association

Minnesota Inter-County Association

2021 ANNUAL LEGISLATIVE FORUM

Hosted by Olmsted County

Thursday, January 21, 2021

4:00 p.m. – 6:30 p.m.

ZOOM

AGENDA

Welcome and Kick-off

4:00 pm

Legislative Forum

4:05 – 5:00 pm

County Solid Waste and Energy Recovery Discussion

5:00 – 5:30 pm

Happy Hour, Guest Speaker, Discussion

5:30 – 6:25 pm

Closing Comments

6:25 pm

BOARD AGENDA

January 5, 2021

COMMITTEE ASSIGNMENTS

RESOLUTION NO. 21/0105-XX COUNTY COMMISSIONER COMMITTEE ASSIGNMENTS FOR 2021

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that Commissioners may receive payment of per diem for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties

Budget & Finance Committee

Central Minnesota Council on Aging

Chisago County Emergency Preparedness Committee

Chisago County Jail/Law Enforcement Center/Emergency Communications Committee

Chisago Lakes Joint Sewer Commission

Chisago/Isanti Heartland Transit JPA Board

Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force

East Central Regional Library Board

East Central Solid Waste & 2-County Landfill Recycling
East Central Regional Development Commission: *(PLUS Subcommittee - Metro Area Transportation Partnership)*
Health & Human Services Committee of the Whole *(PLUS Subcommittee - HHS Subcommittee)*
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Negotiations/Insurance
Joint Job Training Board *(PLUS Subcommittees: A) CMJTS, Inc. Operations Committee; B) WIB Executive Committee; C) Workforce Development Committee)*
Lakes & Pines Community Action Council Board: *(PLUS Subcommittee – Negotiations)*
Lakes Region EMS Task Force
Law Library, Court Liaison
Legislative Committee – (NOTE - Mileage ONLY/NO Per Diems)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB): *(PLUS Subcommittees: A) Executive; B) Radio Cost Allocation Committee)*
NACO
Parks Board
Planning Commission
Public Health Commission
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole
South Center/South Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association
U of MN Extension Committee
Water Plan Policy Team *(PLUS Subcommittee – Metro Area Water Supply Advisory Council)*
Lower St. Croix One Watershed One Plan
Lakes Improvement District
MN Inter County Association
CARES/Small Business Relief Committee

Chisago County Request For Board Action

Meeting Date: January 5, 2020	Item Number: 9
Title of Item for Consideration: Reaffirmation of Official Publication/Newspaper	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Pursuant to M.S. 331A.04, the Chisago County Board of Commissioners designated the Chisago County Press as the Newspaper for Official Publications in January 2020 for a term of up to three (3) years. Annually, the Board has reaffirmed the designation to continue publishing in the same newspaper.	
Background: Pursuant to M.S. 331A.05 Subd. 5, the Chisago County Board of Commissioners shall reaffirm a Newspaper for Official Publications of public notices, board proceedings, and other statutory publications. In January 2020, the Chisago County Press was designated as the Newspaper for Official Publications for a term of three years (2020-22). Some Chisago County Departments have budgeted for and published certain notices, publications and advertisements in other local newspapers, including for employment recruitment, elections and tax information, and countywide public notifications.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners, pursuant to M.S. 331A.05 subd. 5, reaffirm the Chisago County Press as the Newspaper for Official Publications for 2021. The suggested motion is as follows: <i>"Move to designate the Chisago County Press as the Newspaper for Official Publications pursuant to M.S. 331A.05 subd. 5, for Official Publications for 2021."</i>	
Implications of Action: Recommended Board action would reaffirm the Chisago County Press as the Official Publication for Chisago County, in compliance with M.S. 331A.05 subd. 5. Budget/Financial Implications: The approved 2021 Budget included approximately \$50,000 for official publications. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u> <i>CS</i> </u>	Deny <u> </u>
Other <u> </u>	
Motion By:	Seconded by:
To:	

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

Meeting Date: January 5, 2021	Item Number: 10
Title of Item for Consideration: 2021 Citizen Appointments to Various Boards/ Committees/Commissions	
Action Requested by: County Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees. The Board of Commissioners determine who will be on the committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.	
Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments. - Board of Adjustment and Appeal – District 3 and District 5 - Extension Committee – District 1 (Vacant) and District 3 - HRA-EDA – District 5 - Library Board – 1 Vacancy - Planning Commission – District 3 and District 5 - Park Board – District 3 - Water Plan Policy Team – 1 Vacancy	
Attachments: - List of Citizens applying for Open Committee Seats - Citizen Applications	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissions for the identified terms. The following motion is suggested to appoint/reappoint each individual: <i>“Move to appoint _____ as a representative on the _____ : effective January 5th, 2020 thru _____.”</i>	
Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.	
Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2021 Budget for the identified Boards/Committees/	

Commissions.

Legal/Policy Implications: The proposed activities are in 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 _____

2021 Citizen Appointments to Various Boards/ Committees/Commissions

As of December 31, 2020

Board of Appeal and Adjustment

District 3: Gregg Carlson

District 5: Frank Storm, John Sutcliffe

Extension Committee

District 1: VACANT

District 3: Nancy Moe-Mergens

HRA-EDA

District 5: Daniel Hoffman

Library Board

1 Vacancy: Patricia Frank, Cheryl Newman

Planning Commission

District 3: David Whitney, Jason Houle, Donna Prah

District 5: Frank Storm

Park Board

District 3: Gregg Carlson, Eleonore Purdess, Bob Klatt (not eligible)

Water Plan Policy Team

1 Vacancy: VACANT

2021 Citizen Appointments to Various Boards/ Committees/Commissions

APPLICATIONS

Board of Appeal and Adjustment

District 3:

Gregg Carlson – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:	Chisago County Board of Adjustment from 2012-Present, Chisago County Parks Board from 2008-Present, Chisago Lakes Cable TV Commission from 2008-Present, Chisago County Senior Deputy Assessor from 1978-2008, Bachelor of Science Degree in Business Administration from University of Minnesota 1970, Member of Chisago Lakes Lions Club (past president & board member)
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List special or personal interests relating to the appointment you are seeking:	I am a lifelong resident of Chisago County (72 years) and am always seeking to make decisions by studying and asking questions concerning variances and appeals which are in the best interests of Chisago County. I have a great interest in working to improve our parks, trails and lakes in Chisago County.
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Why do you want this appointment?	I wish to be reappointed to continue making informed and experienced decisions regarding Chisago County and its best interests.
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ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County?	72 years
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2. Where do you reside? (Please check one)	City
---	------

3. Do you have experience with or knowledge about land use/zoning issues?	Yes
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If YES, please explain your knowledge and/or experience:	I served Chisago County as a Senior Deputy Assessor for 30 years (from 1978-2008) and have extensive knowledge of all areas in Chisago County.
--	--

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

No

If YES, please tell us where you served and how long you served:

Field not completed.

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

District 5:

Frank Storm – Rush City, MN

List experience or skills you have relating to the appointment you are seeking:

Ten years on County Board of Adjustment. Seven training classes on variances and land use law.

List special or personal interests relating to the appointment you are seeking:

The need to control misuse of our counties land.

Why do you want this appointment?

I have the time to be able to give back to the residents of this county.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? Twenty Two Years

2. Where do you reside?
(Please check one) City

3. Do you have experience with or knowledge about land use/zoning issues? Yes

If YES, please explain your knowledge and/or experience: Seventeen various land use classes.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission? Yes

If YES, please tell us where you served and how long you served: Rush City Council (2 yrs) currently. Planning Commissions (15yrs) currently on County Planning Commission. Ten years on County Board of Adjustment (2006 to 2016)

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land? No

If YES, please explain: Field not completed.

6. Regular attendance at monthly meetings of the Field not completed.

(Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice? Yes

John Sutcliffe – Stanchfield, MN

List experience or skills you have relating to the appointment you are seeking: I have had served several years on this board

(List special or personal interests relating to the appointment you are seeking: I have no personal interest

Why do you want this appointment? Put put my experience to use

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? 29 years

2. Where do you reside? Township
(Please check one)

3. Do you have experience with or knowledge about land use/zoning issues? Yes

(If YES, please explain your knowledge and/or experience: I have served on the planning commission in the board of adjustment for several years

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

Yes

If YES, please tell us where you served and how long you served:

Nessel town ship 10 years of experience

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

Extension Committee

District 1: VACANT

District 3:

Nancy Moe-Mergens – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:

Currently serving on the Extension Committee Jan 2018-Jan 2021 and Vice President of the CEC
Retired Human Resource Specialist.
Served many offices for the Center Lakes Association and currently the Aquatic Invasive Species chairperson for Center Lakes Association.

List special or personal interests relating to the appointment you are seeking:

My personal interests are the betterment of Chisago Lakes and rivers . I am actively involved in Center Lakes Association held many officer positions. Currently I am certified by the University of Minnesota Aquatic Invasive Species Research Center(MAISRC)as a Minnesota Aquatic Invasive Species Detector. Although my passion is for clean lakes and Rivers I am also interested in best practices and land use for agriculture and science based educational programs to improve our community.

Why do you want this appointment?

I would like this appointment so I may continue working with the Chisago County Extension Committee to help identify the County's needs and resources and to match those with the current University Extension science based educational programs for a healthier and empowered community within Chisago County .

HRA-EDA

District 5:

Daniel Hoffman – Rush City, MN

List experience or skills you have relating to the appointment you are seeking:

Employed for over thirty years as a City Administrator including 13+ years in Rush City, now retired. During this time I developed several housing projects including two jointly with the Chisago County HRA-EDA. I also spearheaded several TIF and Tax Abatement projects to include industrial park expansion and additional business tenants.

List special or personal interests relating to the appointment you are seeking:

Affordable housing has always been a passion for me. For example, many of the jobs in the Rush City industrial park are near the minimum wage and I have worked diligently to address their housing needs. I wish to continue my efforts on a county-wide basis.

Why do you want this appointment?

I wish to continue to use the skills acquired over the course of my career in the areas of housing and economic development. There are several major project areas presently being pursued by the Board which I would like to see through.

Library Board:

Patricia Frank – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:

I have a Juris Doctor degree from William Mitchell College of Law, and while I am not actively practicing law, I am currently licensed to practice in the state of Minnesota, with my status as inactive. Additionally, I have served on the Library Board for three years, with appointment to the personnel committee.

List special or personal interests relating to the appointment you are seeking:

I have a particular interest in literacy programs for very young children. Having taught Language Arts in Indiana, I am aware of the particular need for literacy at a young age. Additionally, as I currently serve on the personnel committee, I hope to continue for another three years, as the legal issues addressed by this committee are particularly intriguing to me.

Why do you want this appointment?

As indicated above, from a professional perspective, this appointment fulfills my passions of language arts and the law. From a personal perspective, I simply love books and reading. I can think of no better way to give back to my community than to support our local libraries to the best of my ability.

Cheryl Newman – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:

- * Lifelong public library user(MN and AZ). Have had a library card for 60 years.
- * First job was as a public library aide (75 cents/hr in 1971-73).
- * College work study job in campus library.
- * Friends of Public Library donator.
- * Newly retired with time to volunteer. Most recent paid position was Volunteer Coordinator in Roseville Public Schools (K-8).
- * Semi-retired teacher/trainer.

List special or personal interests relating to the appointment you are seeking:

Life-long user & supporter of public libraries. I'm a strong believer in the value of public libraries to the community and our country! The role of libraries has increased (not decreased) in the digital age, and libraries are one of the best free resources available to everyone!

Why do you want this appointment?

To make a contribution to my community.

Planning Commission

District 3:

David Whitney – Chisago City, MN

List experience or skills you have relating to the appointment you are seeking:

Spent a lifetime managing projects and people. Have many years of Chisago County Planning Commission experience as well.

List special or personal interests relating to the appointment you are seeking:

I have many experiences with the zoning code and feel that I can contribute suggestions for change which can upgrade the current code.

Why do you want this appointment?

I asked thoughtful questions, I always come to planning commission meetings well prepared with ideas and thoughts to share.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County?

Since June, 1976

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

Have been on the county planning commission for several years; come well prepared; try to be respectful of other planning commission members as well as the public at large. Also try to fairly represent all Chisago County residents.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

Yes

If YES, please tell us where you served and how long you served:

I served two terms on the Chisago Lake Township Board.

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

Jason Houle – Chisago City, MN

List experience or skills you have relating to the appointment you are seeking:

I am a local business owner in the community for over 20 years. I have over 15 years ownership and management of commercial lease properties in multiple counties. Extensive experience working with other cities and planning commissions in the past that will present a great asset to the planning commission team. I am well-acquainted with building codes, ordinances, and other circumstances that may be on the planning commission agendas. I am also very open to research and learning to ensure the best suggestions for all situations.

List special or personal interests relating to the appointment you are seeking:

As a member of the city, county, with children attending Chisago schools I want to become more involved in the community. Not only for today, but for possible future positions.

Why do you want this appointment?

The willingness to understand what the city's goals are for the future, and help drive these in a positive direction for our next generation to enjoy this beautiful small town we live in.

In closing, I may be interested in running for a commissioner position

in the future, and know that this step of knowledge will help ensure a broader understanding while in a commissioner position.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? 15 years

2. Where do you reside? Township
(Please check one)

3. Do you have experience with or knowledge about land use/zoning issues? Yes

If YES, please explain your knowledge and/or experience: Overview on front page.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission? No

If YES, please tell us where you served and how long you served: Field not completed.

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land? No

If YES, please explain: Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you Yes

commit to attendance at monthly meetings?

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

Donna Prah – Chisago City, MN

List experience or skills you have relating to the appointment you are seeking:

I have worked as a project manager and been part of construction projects. I have attended county and city meetings, observed presentations, listened to facts about projects and approvals and declines by planning commissions. I am seriously interested in being part of planning and participating in fact finding and understanding the laws and how they affect growth in our area.

List special or personal interests relating to the appointment you are seeking:

I have no personal agenda, but am interested in the future growth of our Chisago Lakes area.

Why do you want this appointment?

I am interested in understanding the process of growth and development, opinions and views of all stakeholders, planning infrastructure, budget constraints, the added value projects bring to an area and the preservation of what cannot be replaced. I wish to participate in the planned growth of the Chisago Lakes area through the control and management of the planning commission.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County?

Since 1990

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

I am aware property areas are defined with zones which determine what can and cannot be done with structures and development. Residential - single family, multi-family, commercial, agriculture, etc. The zoning also defines the tax base. These zones can be changed.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

No

If YES, please tell us where you served and how long you served:

Field not completed.

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

District 5:

Frank Storm – Rush City, MN

List experience or skills you have relating to the appointment you are seeking: 15 years of experience on Township, City and County Planning Commissions. Attended 17 various training sessions on planning education and land use law.

List special or personal interests relating to the appointment you are seeking: I have the time to do research over what staff is presenting.

Why do you want this appointment? To serve the county as a whole while countering those members of the commission that have personal agendas.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? Twenty Two Years

2. Where do you reside?
(Please check one) City

3. Do you have experience with or knowledge about land use/zoning issues? Yes

If YES, please explain your knowledge and/or experience: 15 years serving on Township, City & County Planning Commissions. 17 land use training classes.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission? Yes

If YES, please tell us where you served and how long you served: Rush City Council (2 yr) & County Planning Commission (15 yrs) currently.

5. During the past two years, have you received any substantial portion of income from business operations No

involving the development of
land?

If YES, please explain:

Field not completed.

6. Regular attendance at
monthly meetings of the
Planning Commission and/or
the Board of Adjustment is
very important. Can you
commit to attendance at
monthly meetings?

Yes

7. Special meetings also
occur throughout the year,
usually in the evenings, for
the Planning Commission.
Can you commit to
attendance at special
meetings with proper notice?

Yes

Park Board

District 3:

Gregg Carlson – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:	Chisago County Parks Board from 2008 to Present, Chisago County Board of Adjustment from 2012-Present, Chisago Lakes Cable TV Commission from 2008-Present, Chisago County Senior Deputy Assessor from 1978-2008, Bachelor of Science Degree in Business Administration from University of Minnesota 1970, Member of Chisago Lakes Lions Club-past president & board member
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List special or personal interests relating to the appointment you are seeking:	As a lifelong resident of Chisago County (72 years), I have always been very interested in doing whatever I could to promote Chisago County.
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Why do you want this appointment?	I wish to continue the job we are currently doing as a Parks Board to enhance and improve our 5 County Parks and 2 County-Regional Trails.
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Eleonore Purdess – Lindstrom, MN

List experience or skills you have relating to the appointment you are seeking:	VOLUNTEER SUPERVISOR WITH GREEN RIVER GREENING. FRIEND OF ALLEMANSRATT PARK VOLUNTEER. FARMING BACKGROUND.
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List special or personal interests relating to the appointment you are seeking:	INTERESTED IN PRESERVING OUR NATURAL RESOURCES. FLORA AND FAUNA. TO ENSURE ALL OUR CITIZENS HAVE THE OPPORTUNITY TO ENJOY OUTDOOR RECREATION.
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Why do you want this appointment?	TO SERVE THE COMMUNITY OF CHISAGO COUNTY. PRESERVATION OF OUR CLEAN WATER AND LAKES.
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Bob Klatt (not eligible) – Shafer, MN

Water Plan Policy Team

1 Vacancy: VACANT

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 5, 2021**

TAB # 11

Payment of County's Warrants & Miscellaneous Bills

Bills Paid	12/31/2020	\$168,768.50
	01/05/2021	\$1,590,024.18

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>
12/18/2020	\$158,928.56		County's Warrants
12/18/2020	\$24,744.54	01/05/2021	Auditor's Warrants
12/23/2020	\$42,000.11		County's Warrants
12/23/2020	\$19,077.97	01/05/2021	Auditor's Warrants

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**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, December 16, 2020**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, December 16, 2020 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, McMahon, Montzka, Robinson. County Attorney Janet Reiter participated electronically. Also present: County Administrator Chase Burnham and *Interim* Clerk of the Board Christina Vollrath.

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

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

Outstanding Economic Development Award from MN Association of Professional County Economic Developers to Fox Valley Metrology, Stacy, MN.

6:33 p.m. – COVID-19 Update by Courtney Wehrenberg – ended 6:50 p.m.

On motion by Greene, seconded by McMahon, the Board opened the Road and Bridge Committee of the Whole at 6:51 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

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

On motion by Greene, seconded by Robinson, the Board moved items 1-6 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Greene, the Board moved to close the Road and Bridge Committee of the Whole at 7:06 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

CITIZENS FORUM - TIME 7:06 p.m. **# of SPEAKERS - 2**
END TIME 7:13 p.m. **0** letters. **1** email

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Larkin Hoffman Federal Lobbyist US Hwy 8
- 3.) R&B Committee Recommendation – FINAL 2021 Chisago County TIP
- 4.) R&B Committee Recommendation – Contract with SRF for Final Design TH 8 Recon.
- 5.) R&B Committee Recommendation – Public Works Joint Powers Mutual Aid Agreement
- 6.) R&B Committee Recommendation – Contract with Chisago SWCD
- 7.) Minutes from the December 2, 2020 Regular Meeting
- 8.) Payment of County’s Warrants and Miscellaneous Bills
- 9.) Authorization for County Auditor to Transfer Funds
- 10.) Acceptance of 2020 Chisago County Donations

RESOLUTION NO: 20/1216-1
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

WHEREAS, the Chisago County Board of Commissioners adopted Resolution No. 060419-3 on April 19, 2006 which established a policy regarding the acceptance of gifts by Chisago County; and

WHEREAS, the County has received a donation from a business or private individual in Chisago County and is requesting formal acceptance by the County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2020:

- Chisago Lakes Restoration Association: \$723.05.00 for the 2021 LID Budget for the North Center North Lindstrom Channel (618-6834)

The Board was given a brief update on the Environmental Services from Director Kurt Schneider. *No action was taken.*

On motion by Robinson, seconded by Greene, the Board moved to approve Move to Approve the Joe Charles JC Homes, Inc. “Nessel Court” final plat in Section 02, T. 37, R. 22: PID 06.00133.20, subject to the following condition: Submitting a drainage and grading plan for site development with building permit application. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by DuBose, the Board moved to approve the Joe Charles JC Homes, Inc. "Oasis View" final plat in Section 33, T. 35, R. 20; PID #09.00393.50. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by McMahon, the Board moved to approve the Tony and Kristine Mariette "Mariette One" final plat in Section 18, T. 35, R.20; PID #09.00198.00 and 09.00198.10. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Greene, the Board moved to approve the Oasis North preliminary plat located in Chisago Lake Township, XXXX Oasis Rd., in Section 4, T. 34, R. 20, PID #02.00383.00. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by McMahon, the Board moved to approve the Diamond Acres preliminary plat located in Fish Lake Township, 42370 Diamond Avenue, in Section 36, T. 36, R. 22, (PID #03.00564.00) with the following condition: Prior to submittal of the Final Plat application, the Applicant or Owners will provide Chisago County with financial surety in the amount of \$20,000 in accordance with the plan as presented for compliance with Zoning Code Section 4.08.1.A. Failure to properly remove all detached structures or obtain a building permit for construction of a dwelling in accordance with Chisago County Zoning Ordinances by June 1, 2021, will result in the County acting upon said surety and/or assess charges against the property in order to bring the property into compliance with ordinance requirements. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by McMahon, the Board moved to approve the Mueller Addition preliminary plat located in Chisago Lake Township, XXXX Oasis Rd., in Section 4, T. 34, R. 20, PID #02.00848.00 with the following conditions:

- 1) Silt fencing be installed around the building envelope and all delineated wetlands, particularly where sedimentation due to construction is likely to occur given close proximity to wetlands.
- 2) The Surveyor of said project shall locate and survey all delineated wetland areas.

The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Robinson, the Board moved to amend Conditions #3 and #4 of the Teri Meads Abella Weddings and Events Conditional Use Permit to read as follows:

3. Sunday through Thursday event hours of operation shall be 8:00 a.m. to 10:00 p.m. with the exception of the Sunday of Memorial Day and Labor Day weekends, and New Year's Eve on Sunday through Thursday in which case the event hours shall be allowed from 8:00 a.m. to midnight and Friday-Saturday event hours of operation shall be 8:00 a.m. to midnight.
4. All gathering events that include music shall be conducted indoors, and building doors and windows shall remain closed during music (low level acoustic music for wedding ceremonies shall constitute an exception).

The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

19 On motion by Greene, seconded by DuBose, the Board moved to approve the 2021 Hauler Recycling Contract Renewals with the following companies: Chisago Lakes Sanitation; Croix Valley Pick-Up; and SRC, Incorporated and move to approve the 2021 Recycler Contracts with the following companies: AAA Recycling, Evergreen Recycling; Recycling For Wildlife; SRC, Incorporated and The Steel Chick Recycling. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

Presentation by Doug Green from Baker Tilly regarding the 2011A HRA-EDA Bonds the 2012B County Board bonds.

On motion by DuBose, seconded by Robinson, the Board moved to approve the date and time of the Annual Organization meeting of January 5, 2021 at 9:30 a.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Greene, the motion was made to increase the proposed elected officials and salary amounts by \$5,000. Commissioner McMahon, seconded by Robinson, made an adverse motion to increase the salaries by \$6,000 and the Chief Deputy by \$7,000. On motion by McMahon, seconded by Greene, the salaries were adjusted as originally discussed by Commissioner DuBose with an additional increase to the Chief Deputy was put to vote against the original motion. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Robinson **OPPOSED:** Montzka.

22 On motion by Greene, seconded by DuBose, the Board moved to approve via the attached Resolutions the proposed 2021 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2021 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

RESOLUTION NO. 20/1216-2
ESTABLISHING COUNTY COMMISSIONER
COMPENSATION AND PER DIEM RATE FOR 2021

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners: and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes:

NOW, THEREFORE, BE IT RESOLVED, that the annual salary to be paid each Chisago County Commissioner for 2021 shall be \$ 32,580.54, a 2% increase over 2020:

Note: 2007, 2008 & 2009 salary was \$27,419, a 0% increase over 2006

Note: 2010 salary was \$26,871, a 2% DECREASE over 2009

Note: 2011 & 2012 salary was \$26,871, a 0% increase over 2010

Note: 2013 budget salary was \$27,274, a 1.5% increase over 2012

Note: 2014 budget salary was \$27,683, a 1.5% increase over 2013

Note: 2015 budget salary was \$28,234, a 2% increase over 2014

Note: 2016 budget salary was \$28,798, a 2% increase over 2015

Note: 2017 budget salary was \$29,662, a 3% increase over 2016

Note: 2018 budget salary was \$30,255, a 2% increase over 2017

Note: 2019 budget salary was \$31,011, a 2.5% increase over 2018

Note: 2020 budget salary was \$31,941.71 a 3% increase over 2019

BE IT FURTHER RESOLVED, that Commissioners may receive payment of per diem in the amount of \$50.00 for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

Note: 2007 - 2020 per diem rate was \$50.00

Note: 2021 proposed per diem rate is \$50.00

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis

apart from the one authorized for work as a county commissioner. Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties, pursuant to applicable Minnesota statutes and County Policy:

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties
Board of County Commissioners
Budget & Finance Committee (if meeting separately from Board of Commissioners' Meeting)
Chisago County Emergency Preparedness Committee
Chisago County Jail/Law Enforcement Center Building Committee/ Radio Upgrade Project
Chisago Lakes Joint Sewer Commission
Chisago/Isanti Heartland Express Joint Powers Transit Board
Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force
East Central Regional Library Board
East Central Solid Waste & 2-County Landfill, Recycling
ECRDC; *(PLUS, Subcommittees) – Central MN Council on Aging and Metro Area Transportation*
EMS Task Force
UofMN Extension Committee
Health & Human Services Committee of the Whole (if meeting separately from Board of Commissioners' Meeting)
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Relations/Personnel/Insurance Committee
Joint Job Training Board *(PLUS, Subcommittees) – CMJTS, Inc. Operations Committee, WIB Executive Committee, Workforce Development Committee*
Lakes & Pines Board: *(PLUS, Subcommittee) - Negotiations*
Law Library, Court Liaison
Legislative Committee – Mileage ONLY, NO Per Diems (Per Diems if meeting as Committee of the Whole separately from Board of Commissioners' Meeting)
Library Service Delivery and Collaboration Group (Greater Minnesota/AMC)

Metro Alliance for Healthy Families – Governing Board
 Metropolitan Emergency Services Board (MESB); *(PLUS Subcommittees)* – Executive
 & Radio Cost Allocation Committee
 NACO – Mileage ONLY. NO Per Diems
 Parks Board
 Planning Commission
 Public Health Commission
 Regional Juvenile Detention Facility – Lino Lakes
 Road & Bridge Committee of the Whole (if meeting separately from Board of
 Commissioners' Meeting); *(PLUS Subcommittee)* – East Metro Transportation
 So. Center/So. Lindstrom Sanitary Sewer District
 Solid Waste Advisory Committee
 Township Association
 Water Plan Policy Team

RESOLUTION NO. 20/1216 - 3
ESTABLISHING ELECTED OFFICIALS & CONTRACTED EMPLOYEE
SALARIES

WHEREAS, M.S. 384.151; M.S. 385.373; M.S. 387.20; M.S. 388.18; M.S.
 387.14 and M.S. 375A.06 respectively call for the annual establishment of the salaries of
 County Auditor, County Treasurer/County Recorder, County Sheriff, County Attorney,
 Chief Deputy Sheriff, and County Administrator; and

WHEREAS, the salaries of said elected officials are exempt from the provisions
 of the Minnesota Pay Equity Act; while the salary of the Chief Deputy Sheriff and
 County Administrator, are not exempt from the provisions of the Minnesota Pay Equity
 Act; but all do remain within the prerogative of the County Board to establish, and

WHEREAS, this Board has considered the relevancy of these salaries to other
 management salaries within the County and to the salaries of comparable positions in
 other jurisdictions:

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of
 Commissioners hereby establishes and sets the salaries for the County's elected officials
 in the following amounts effective January 1, 2021, a 2% cost of living adjustment
 increase over 2020, the same increase as that afforded County employees represented by
 the largest bargaining units:

County Sheriff

<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Proposed</u>
\$116,832.84	\$120,338	\$122,745	\$125,814	\$129,588	\$132,179.76

County Attorney

\$105,144.66 \$108,299 \$120,000 \$123,000 \$133,900 \$142,578.00

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the Chief Deputy Sheriff in the following amount effective January 1, 2021, a 2% cost of living adjustment increase over 2020, the same increase as that afforded County employees represented by the largest bargaining units:

Chief Deputy Sheriff

2016	2017	2018	2019	2020	2021
<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Proposed</u>
\$95,757.60	\$98,630	\$100,603	\$103,118	\$106,211	\$117,429

BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes and sets the salary for the County Administrator in the following amount effective January 1, 2021:

County Administrator:

2015	2016	2017	2018	2019	2020
<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
\$119,766	\$122,161	\$125,826	\$128,336	\$131,544	\$135,490

*****In 2020, the County Board budgeted \$135,490 for the County Administrator position, however the actual amount paid for 2020 was \$122,949.00*****

	2020	2021
	<u>Actual</u>	<u>Proposed</u>
County Administrator	\$122,949.00	\$131,407.98

County Auditor-Treasurer **2021 Salary = \$115,581**

**RESOLUTION NO. 20/1216-4
ESTABLISHING COMPENSATION FOR
VOLUNTEER/CITIZEN COMMITTEES
FOR 2021**

BE IT RESOLVED, that the Chisago County Board of Commissioners hereby establishes the per diem rate of \$ 50.00 /meeting, plus mileage for members of voluntary/citizen committees appointed by the Board or for other volunteers who serve in an official capacity under this Board's jurisdiction and for whom per diem is declared appropriate.

NOTE: 2007-2020 was \$50.00/meeting
NOTE: 2021 Proposed Rate is \$50.00/meeting

**RESOLUTION NO. 20/1216-5
AUTHORIZING A COST OF LIVING
ADJUSTMENT FOR NON-UNION
EMPLOYEES FOR 2021**

WHEREAS, the County Board of Commissioners is authorized to establish the pay system for employees under its jurisdiction and is further authorized to adjust said system as it deems appropriate; and

WHEREAS, the County Board of Commissioners has previously approved wage adjustments of 2% for represented county employees, effective January 1st, 2021; and

WHEREAS, on December 16th, 2020, the County Board of Commissioners considered a 2% wage increase for certain County Elected Officials and Contracted Employees, consistent with that made previously for other represented county employees, effective January 1st, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the county's master wage schedules to be adjusted by 2% for non-union employees, not otherwise subject to statutory provisions, consistent with the adjustment made for other represented county employees, and that said adjustment is effective January 1st, 2021.

On motion by DuBose, seconded by McMahon, the Board moved to set the 2021 Ditch Levies at the 10% increase over 2020 as shown in the December 16, 2020 County Auditor-Treasurer Memo. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Greene, the Board moved to approve the property changes for taxes payable in 2021, due to changes, corrections, and clerical errors since the County Board of Equalization. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by McMahon, the Board moved to approve the dissolution of relationship with Minnesota Merit System. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Greene, the Board moved to approve the

State of Minnesota Department of Human Services County Grant Contract- Child and Teen Checkups Program, 2021-2023. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Robinson, the Board moved to approve the Lighthouse Child & Family Services contract through 2022. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Robinson, the Board moved to approve the Memorandum of Understanding between North Branch Area Public Schools and Chisago County for Baby Café. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Greene, seconded by Robinson, the Board moved to approve the Covid-19 Vaccination Planning Grant Agreement. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by McMahon, seconded by Greene, the Board moved to authorize negotiations and execution of Service Contracts with up to three attorneys to provide Legal Representation for eligible persons in Child Welfare matters under Juvenile Protection Provisions of the Juvenile Court Act. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Greene, the Board moved to approve the recommendation of Chisago County to join the Minnesota Inter-County Association for 2021. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None.

County Administrator Chase Burnham provided administrator updates and correspondence: Absentee Voting. *No action was taken.*

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

On motion by McMahon, seconded by DuBose, the Board adjourned the meeting at 8:44 p.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, McMahon, Montzka, Robinson **OPPOSED:** None

Ben Montzka, Chair

Attest: _____

Christina Vollrath
Interim Clerk of the Board

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Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 13
Title of Item for Consideration: Acceptance of 2020 Chisago County Donations	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The County has received donations from businesses, organizations, and private individuals in 2020 and is requesting formal acceptance by the County Board of Commissioners by approving the attached resolution.	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donations from various organizations for Chisago County programs and events. The suggested motion to approve is: <i>“Move to approve the resolution accepting donations to Chisago County in 2020.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.	
Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**Chisago County
Board of Commissioners**

Acceptance of Donations by Chisago County for 2020

**RESOLUTION NO: 21/0105-X
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY**

WHEREAS, the Chisago County Board of Commissioners adopted Resolution No. 060419-3 on April 19, 2006 which established a policy regarding the acceptance of gifts by Chisago County; and

WHEREAS, the County has received a donation from a business or private individual in Chisago County and is requesting formal acceptance by the County Board of Commissioners:

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2020:

- John Furney \$31.00 for Project Lifesaver
- Danielle Furney Family Daycare \$365.00 for Project Lifesaver
- Dewayne and Kaye Weise \$100.00 for the Chisago County Sheriff's Office

Chisago County Request For Board Action

Meeting Date: January 5, 2020	Item Number: 14
Title of Item for Consideration: Revision of Policy and Procedure 503 Income Maintenance and Collections	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Last time the Policy and Procedure were revised was July 2015.	
Background: Chisago County Implemented a Collection. Health and Human Services Fee policy on August 21, 1996. The policy has been operational within Chisago County Health and Human Services since that time. The purpose of the policy and procedure revision is to clarify language related to the collection of fees for situations involving collection late fees, Detoxification Services, Electronic Monitoring, Emergency Holds, Out-of-Home Placements, and Respite care that are otherwise funded in their entirety by local tax levy dollars.	
Attachment(s): Income Maintenance and Collections Policy & Procedure #503 Revised	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Revision of Policy and Procedure 503 Income Maintenance and Collections. The suggested motion is as follows: <i>“Move to approve the Revision of Policy and Procedure 503 Income Maintenance and Collections.”</i>	
Implications of Action: Approval of this Policy & Procedure will allow Chisago County Health & Human Services to recover fees that are owed to Chisago County.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 HEALTH & HUMAN SERVICES POLICY & PROCEDURE

INCOME MAINTENANCE & COLLECTIONS

Page 1 of 13

Policy & Procedure #503

TITLE: FEES AND COLLECTIONS BY CHISAGO COUNTY HEALTH AND HUMAN SERVICES

I. POLICY NEED STATEMENT

This Policy will provide a clear, articulated Health & Human Service fee and collection policy statement to be used in order to determine the appropriate time to recover funds for fees incurred. This policy will also go over the consequences of not paying the fee's and the actions that Chisago County will take in an effort to collect fee's owed.

In order to support the variety of services this Agency provides to Chisago County residents, the Chisago County Board must supplement Federal and State funds with local tax dollars. Fees charged to service recipients by this Agency are primarily used to offset the amount of local taxes required. The collection of fees is either mandated or permitted by State Statute/Rule (Minnesota Statute 256M.60, subd. 6; Chapter 402; Chapter 393; Minnesota Statutes 252.27, Chapter 119B; 260B.331; 260C.331; 373.41; 245A.10; 245.481, 254B, 256M) or Health & Human Services Board authorization.

Fee scales are typically based upon the annual gross income and household size of the service recipient(s). Persons or families whose adjusted gross household income is below the Federal Poverty Guidelines are not charged fees, per State Statute. People who are fee-eligible are billed on a monthly basis for services provided. At no time does a charged fee exceed the total cost of the services provided.

The total cost of a service consists of two components: 1) a "purchased" cost from a vendor may be incurred by the Agency for a provided service (e.g., foster care, day care provider, home health aide/homemaker); 2) assigned Agency staff time spent in the provision of a service (e.g., a visit by a nurse, attendance at staffing's, certain case management activities).

Often medical insurance will pay for a portion of the total service cost. For that reason, information regarding insurance coverage is required of service recipients. If a person(s) elects not to use their insurance coverage for whatever reason, when it would normally cover the services provided, that person(s) is expected to pay the total cost of services.

Related Policy #*insert policy number*

II. *DEFINITIONS AND DESCRIPTIONS*

Definition: Annual Gross Income includes, but is not limited to, income received from wages or salaries, net income (excluding depreciation) from self-employment, net farm income (excluding depreciation), Social Security payments, dividends, interest, rent received, royalties, pensions, annuities, Unemployment Compensation, Workmen's Compensation, alimony, child support, Veteran's pensions, Retirement, Survivors, and Disability Insurance (RSDI), or any combination of these sources of income.

Definition: Adjusted Gross Household Income shall mean total annualized cash receipts before tax deductions from all sources of income for all members of a household.

Definition: Household Size shall mean all persons who occupy a housing unit, whether they are related to each other or not.

Definition: Federal Poverty Level is the annual income level based upon household size and adjusted gross household income as defined in the annually updated poverty guidelines of the Federal Register under the authority of the Federal Health and Human Services Department.

Definition: Variance: Any modification of the parental fee when it is determined that strict enforcement of the parental fee would cause undue hardship.

Definition: Maximum fee per calendar month: The maximum fee charged per calendar month under the fee schedules when information is provided regarding income, household size.

Definition: Cost of services: County incurred expenses related to provided services.

III. *Legal Authority*

Minnesota Statue §245.469; 245.4712; 245.481; 245.4879; 252.27; 253B.02; 253B.02; 253B.045; 253B.05; 253B.09; 254A.08; 254A.19; 256M.60 subd.6; 259.67; 260B.331; 260C.331; 270A.03, 270C.41, 144.6502, SUBD 7; 373.41; 393.12.

Minnesota Rules 9550.6220; 9550.6226; 9550.6228; 9550.6229; 9550.6230; 9550.6240

Related Minnesota Department of Human services Buletins.

Chisago County Board Resolutions. These Resolutions establish the intent of the Board implement an approach to fees including the entire Health & Human Services Division.

This document defines and describes policies related to the Health & Human Services Fee Schedules.

This fee policy may be revised at any time to remain within the Federal Poverty Guideline without the approval of the County Board.

Fee policies and schedules which are mandated by Minnesota or Federal law supersede this policy.

IV. Procedure

A. Basic Principles

1. For services subject to the fee schedules; the total cost of services or the fee per month or part of month is charged, whichever is less.
2. If insufficient or inaccurate information regarding income and/or household size is provided, the total cost of services is charged.
3. Insurance or other third-party reimbursement sources are maximized. Individuals and families, who qualify for services that are available through private insurance and/or state and federal programs, but refuse to apply for those services, must pay the full cost of service.
4. For services that are subject to the fee schedules, those individuals and families are charged one fee per month regardless of the number of services received.
5. Fees may be reduced or waived by the Chisago County Fee Waiver Committee for undue hardship and other circumstances as defined in Fee Waiver Procedure.
6. Repayment Agreements will be used for reimbursement of expenses/costs paid by Chisago County on behalf of clients/consumers unable to pay full cost of a service being required; such as: chemical dependency treatment, anger management treatment, domestic violence classes, supervised visitation; to name a few.
7. Voluntary contributions are accepted.

B. General Collection Efforts

Fees assessed according to policies established by the Chisago County Board of Commissioners are expected to be collected.

1. Staff will provide, explain fee information and fee determination forms to the client/consumer.
2. Persons subject to fee assessment, either directly or through program staff, must provide a completed financial inquiry forms to the Collections Officer designated to compute and bill for the fee. Failure to provide the necessary income and insurance information within 30 day shall result in the full cost of service being charged.
3. Chisago County Human Services assesses and collects fees for services it directly provides or purchases from vendors.

Related Policy #*insert policy number*

4. Collection methods include, but are not limited to, billing, dunning letters, revenue recapture, income withholding, court action, and garnishment.
5. Collection Fee will be assessed on any and all debts 90 days past due at \$50.

C. Repayment Agreements

Chisago County may negotiate a repayment agreement with an individual when requested. A repayment agreement shall be based upon the following:

1. The total amount of the outstanding charges for services;
2. Availability of other collection remedies; and
3. The Payment Policy.
 - a. For account balances less than \$500, the County may allow up to nine (9) months for a repayment term.
 - b. If an individual does not pay or misses more than two (2) scheduled payments, a tax intercept claim may be filed.
 - c. If an individual does not pay or misses more than three (3) scheduled payments, the case may be reviewed for other collection methods.

D. SERVICES ELIGIBLE FOR FEE

The following services (provided or purchased) are eligible for a fee/charge:

1. Collection late fees
2. Detoxification Services
3. Electronic Monitoring
4. Emergency holds pursuant to chapter 253B
5. Out-of-Home Placements (including Emergency Shelters)
6. Respite

Description:

1. COLLECTION LATE FEES:

A Collection fee of \$50.00 will be assessed on any and all debts that are more than ninety (90) days past due. Collection methods include, but are not limited to, billing, dunning letters, revenue recapture, income withholding, court action, and garnishment.

2. DETOXIFICATION SERVICES:

Fee's for chemical detoxification services are charged to persons whose household income is above the Federal Poverty Guidelines, with the fee based on the total cost of service. ***SEE APPENDIX A***

Related Policy #*insert policy number***3. ELECTRONIC MONITORING:**

All persons who are sentenced through Juvenile Court to Electronic Home Monitoring are charged the full cost of the service, the minor's parents/guardians are responsible to pay for this service. Daily fees and administrative costs apply as established by contracts or agreements with vendors, fees will vary between adults and juveniles. The electronic monitoring services will include Electronic home monitoring (EHM), Global positioning system (GPS), Microelectromechanical systems (MEMS), and other testing devices and services.

4. EMERGENCY HOLD:

Any person who has been admitted and held for emergency care and treatment in a treatment facility, the head of the treatment facility will need to provide a written statement indicating that they had not examined the person 15 day prior to the admissions. The examiner will also need to be of the opinion that the person is mentally ill, developmentally disabled, chemically dependent, and is in danger of causing harm to themselves or others.

5. Out of Home Placements:

Minnesota statute 260.51 allows for the collection of fees for the cost of care for the child under the custody and care of Chisago County. All parents that have children placed out of their home, for any reason, may be assessed a fee. Chisago County uses a sliding fee scale based on the federal poverty guidelines in determining any fee. Certain Eligibility Types, Waiver Types, and Living Arrangements will prompt the State of MN to be the assessing agency (see DHS form 2977). This policy is intended to address county assessed fees only.

Chisago County will follow the Placement Procedure Document. This document follows Title IV-E Foster Care guidelines as IV-E eligibility is determined for each child entering placement. Chisago County will use income and household information gathered during the IV-E determination process and child support guidelines to assess the parental fee. Chisago County uses a sliding fee scale starting at 100% of the Federal Poverty Guidelines for the current year. If information is provided within 30 days of removal, the County will determine a fee based upon the applicable sliding fee schedule. If it is not provided, Chisago County will bill the parent(s) the full cost of placement services as advised in the notice letter. When determining a fee the following criteria will be used:

- a) Household size consists of natural and (**) adoptive parents and their dependents under age 21. Stepchildren will not be considered dependents (unless they meet the IRS support test) (**If adoptive parents are receiving an adoption subsidy from the State of Minnesota – the only parental fee is the adoption subsidy).
- b) Gross income will be determined by current pay stubs, employer verification, or the most recent income tax return. Gross income will not include stepparent income. Spousal support will be considered as income. Gross income will be calculated using the standard 2080 annual hours for

Related Policy #*insert policy number*

full-time employees; or averaging available pay stubs or employer verification of hours in the case of a part-time employee.

- c) The custodial parent will be billed for the percentage of child support covering the child(ren) in out of home placement to Chisago County – i.e. if the non-custodial parent is paying child support for two children and one of those children is in out of home placement then the portion the custodial parent would remit would be 50 percent of the total court ordered obligation. If the non-custodial parent is not paying child support, the custodial parent will be billed for the child support but the County will negotiate repayment of the court ordered child support obligation.
- d) Persons at or below 100% of federal poverty guidelines will not be assessed a fee.
- e) Appeals of parental fees for out of home placements will be done according to Minnesota Statute 256.045.
- f) Persons on financial cash public assistance (MFIP, DWP and GA) will not be assessed a fee. It is the parents' duty to notify the Fiscal Department at Chisago County if they become a recipient of these programs while the child is in out-of-home placement.
- g) Any income applicable to the child – i.e. child support, SSI, RSDI and Adoption Subsidy, etc. may be payable to Chisago County Social Services during the term of placement and will not exceed 100% of the placement costs.
- h) Should either parent refuse to contact this agency with the requested income verifications within 30 days of placement, or notification of placement, that parent will be assessed 100% of the entire cost of placement.
- i) The parental fee or child's income will not be pro-rated. The full amount will be charged unless it exceeds the total amount expended while the child was in placement. The child's income shall be deducted first, then the parental fee.
- j) The parent is responsible for the cost of the clothing, medical and dental health care expenses and other related costs during the placement.
- k) If a District Court orders the parent(s) to pay for any specific cost of services: i.e. 100% of placement cost, medical cost incurred, psychological evaluations, in-home, home monitoring, etc. This agency will track the expenses incurred and invoice the parent(s).
- l) After a fee has been determined, payments shall be required only after services have been rendered and never in an amount exceeding the cost of service.

Related Policy #*insert policy number*

- m) The parental fee is a monthly fee and will be billed in full unless the cost of service is less than the monthly fee.
- n) If a parent is incarcerated at the time of placement they are responsible for contacting Chisago County Social Services upon release. Earning information, following the month of release, will be used to assess them a fee for the remaining months their child is in care.
- o) The Fiscal Department, upon the approval of the Fiscal Supervisor and/or Social Services Director, has the discretion to make adjustments to fees on a case by case basis.
- p) These reimbursement requirements are based on Minnesota State Statutes §260B.331, 260C.331, and 393.12. Chisago County Parental Fee monthly charging amount is a domestic support obligation and non-dischargeable based on 11 USC 523(a) (5) during the Bankruptcy process. ***SEE APPENDIX B AND C***

6. Respite:

Respite Care Services Grants support a child with a severe emotional disturbance (SED) and their family. This type of care can also be used to lower family stress and/or reduce the likelihood of out-of-home placement.

Minnesota Statute 245.4889, subd. 1(b)(3)

Respite care services can provide families and caregivers a much needed break while offering a safe environment for their children. Respite care services give families a chance to re-energize and refocus.

Respite care services can be offered by traditional and non-traditional means. Examples of traditional respite care services include, but are not restricted to:

- Overnight or hourly stays in the home of a family or friend.
- Overnight and hourly stays in a foster home.
- Services occurring in the child's or provider's home.

Examples of non-traditional respite care services include, but are not restricted to:

- Overnight and day camps
- Music lessons
- Lessons
- Sports
- Transportation to respite care activities
- Youth and family fitness center memberships

Related Policy #*insert policy number*

SEE APPENDIX C

V. APPEALS

A client may appeal to the Agency, if he/she feels that a fee should be waived or varied for special and unusual circumstances.

Appeal procedures are as follows:

1. A client who appeals must do so in writing, stating the reasons a fee should be waived.
2. An appeal must be filed within thirty (30) days of the first billing of a fee. The appeal shall be directed to a Collections Officer.
3. When a fee variance request concerns an account with a total balance less than \$250, that request will be approved/denied by the Agency Director.
4. When a fee variance is requested for an account with a balance exceeding \$250, the fee waiver committee will review the request and determine if the waiver request will be recommended and for what length of time. The requestor may be asked for further information beyond what is initially submitted. The Collections Officer will notify the requestor with the date and time of the review hearing.
5. If the request for waiver or variance is denied, the results of internal appeal hearings are presented to the Health & Human Services Board for approval. The requestor will be informed if any further appeal is available (i.e., County Health & Human Services Board, or Minnesota Department of Human Services).
6. If the fee is Court Ordered, the payee may request the Court to modify the fee.

VI. RESPONSIBILITIES

- The Chisago County Fee Waiver Committee is responsible to determine if fees will be waived or reduced.
- The Collection Officer will calculate and bill for fees.
- County Board approval is required whenever major revisions are made or additional fees may be added or fee types eliminated.

Related Policy #*insert policy number*

Chair
County Board of Commissioners

DATE: _____

Robert Benson, Director
Chisago County Health and Human Services

DATE: _____

Chisago County Attorney

DATE: _____

HOUSEHOLD SIZE

[illegible]

Related Policy #*insert policy number*

Appendix B

GUIDELINES FOR PARENTAL FEE

NET MONTHLY INCOME	NUMBER OF CHILDREN					
	1	2	3	4	5	6
\$1311 and Below	*Fee based on the ability to provide support at these income levels					
\$1312 - 1649	16%	19%	22%	25%	28%	30%
\$1650 - 1988	17%	21%	24%	27%	29%	32%
\$1989 - 2326	18%	22%	25%	28%	31%	34%
\$2327 - 2664	19%	23%	27%	30%	33%	36%
\$2665 - 3003	20%	24%	28%	31%	35%	38%
\$3004 - 3341	21%	25%	29%	33%	36%	40%
\$3342 - 3518	22%	27%	31%	34%	38%	41%
\$3519 - 3719	23%	28%	32%	36%	40%	43%
\$3720 - 3920	24%	29%	34%	38%	41%	45%
\$3921 - over	25%	30%	35%	39%	43%	47%

Related Policy #insert policy number

Appendix C

Parental fee Formula Sheet for Respite and SED Children in Placement:

Date:

Name:

STEP 1. Calculate the income that we will use to determine your parental fee:

- a. Using your last year's Federal Income Tax form 1040, line 37 or 1040A line 21.

Enter Adjusted Gross Income _____

- b. Divide Adjusted Gross Income by 12 and round to two decimal places (this is the monthly income we will use to determine fee) _____

STEP 2. Determine the % of federal poverty guideline for your income:

- a. Enter the monthly income above (rounded to whole dollars) _____

- b. Using the table below enter the "monthly poverty guideline" for your family size Family size - -
-
- Poverty Guideline (July 1, 2020 - June 30, 2021)

2 \$1,437.00

3 \$1,810.00

4 \$2,183.00

5 \$2,557.00

6 \$2,930.00

7 \$3,303.00

8 \$3,677.00

- c. Divide the monthly income by the amount from the table above (round to 2 decimal points)
-
- _____

- d. Multiply that amount by 100. _____ % FPG

This is the percent of FPG that we will use to calculate your fee.

STEP 3. Calculate your monthly parental fee:

- A. If the % FPG is less than 275: your fee is -0-

- B. If the % FPG is equal to or greater than 275 and less than 545:

1). Deduct 275 _____

2). multiply the amount on line 1) by .0285 and divide the result by 270 _____

3). Add 0.0165 to the amount on line 2) _____

4). Enter the monthly income from Step 1 _____

Related Policy #*insert policy number*

5). Multiply the amount on line 3) by the amount on line 4). _____

THIS IS YOUR MONTHLY FEE

C. If the % FPG is equal to or greater than 545 and less than 675:

1). Enter the monthly income from Step 1 _____

2). Multiply the amount on line 1) by .0450(4.50%) _____

THIS IS YOUR MONTHLY FEE

D. If the % FPG is equal to or greater than 675 and less than 975:

1). Subtract 675 _____

2). Multiply the amount on line 1) by .025 and divide the result by 300 _____

3). Add .075 to the amount on line 2) _____

4). Enter the monthly income from Step 1 _____

5). Multiply the amount on line 3) by the amount on line 4) _____

THIS IS YOUR MONTHLY FEE

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 15
Title of Item for Consideration: Central Minnesota Mental Health Center Detoxification Services Contract 2021	
Action Requested by: Robert Benson. Director	Department: Health and Human Services
Previous Action on this Matter: It is a renewal of the 2020 CMMHC DETOXIFICATION CONTRACT.	
Background: Chisago County Health & Human Services occasionally has the need to refer residents to a detoxification provider. Central Minnesota Mental Health Center (CMMHC) is a Rule 32 program provider. The following detoxification services are provided: initial health assessment and medical services, detoxification surveillance and protection of client, evaluation of chemical dependency and psycho-social functioning, short-term counseling related to assessment of social and health problems and development of a treatment plan, and discharge planning, referral to appropriate treatment resources and follow up. Attachment(s): - Central Minnesota Mental Health Center detoxification services contract 2021 - HIPPA Business Associate Agreement - Exhibit A	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Central Minnesota Mental Health Center Detoxification Services Contract 2021. The suggested motion is as follows: <i>"Move to approve the Central Minnesota Mental Health Center Detoxification Services Contract 2021."</i>	
Implications of Action: Approval of this contract will allow Chisago County Health & Human Services to refer Chisago County residents to the provider to get the help they require. Budget/Financial Implications: Budgeted levy dollars. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 between
CENTRAL MINNESOTA MENTAL HEALTH CENTER 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 Central Minnesota Mental Health Center, 411 3rd Street North, Waite Park, MN 56387, 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 and/or technical services, and

WHEREAS, County is in need of professional and/or technical services, specifically detoxification services for residents of Chisago County and/or persons found in Chisago County who are referred to the CONTRACTOR for Rule 32 Program services; 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 January 1, 2021 or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until through December 31, 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. **PARTIES DUTIES.** The PARTIES will:
 - A. COUNTY DUTIES: The COUNTY agrees to make referrals to CONTRACTOR consistent with the CONTRACTOR's policies and procedures
 - B. CONTRACTOR DUTIES: The CONTRACTOR's duties shall include detoxification services as set forth in the Attached EXHIBIT A, which is incorporated as if repeated here in its entirety
 - C. The terms and conditions of the December 17, 2020 Contract Renewal letter and the Service Agreement, by the CONTRACTOR, dated December 17, 2020 and signed by the CONTRACTOR's Executive Director on December 18, 2020, are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and those referenced documents, the terms set forth herein shall control.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by County as set forth in the Attached EXHIBIT 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, 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. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties and testimony related to the pending matter. Payment shall be made within 35 days of receipt of the invoice.

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
Chisago County Health and Human Services
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651)213-5664
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: Dr. Richard Lee, Executive Director
Address: 411 3rd Street North Wait park, MN 56387
Telephone: (320)202-2000
E-Mail:
Fax: (320)281-3554

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. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. §155.1210. 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.* Contractor certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered County employees. 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. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim
\$1,500,000 per occurrence
\$3,000,000 annual aggregate

- C. The County must be listed as an additional insured and 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. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing clinical supervision under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of \$1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.
- F. 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.

- 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. **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.

By means of this contract and for purposes of exchange of data to facilitate the program(s), the Contractor is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used, or disseminated by the County and personnel of the Health and Human Services Department, or collected, maintained, used, or disseminated by the Contractor may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2(a)(4) – (7).

XII. 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.

XIII. 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.

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

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

APPROVED:

1. **CONTRACTOR: Central Minnesota Mental Health Center**
CONTRACTOR certifies that the appropriate person(s) having authority to legally bind the CONTRACTOR 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

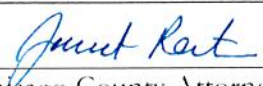
Signed:
Title: Chair, County Board
Date:

Certified:

Signed:
Title: Clerk to the Board
Date:

Signed:
Title: Health and Human Service Director
Date:

Reviewed as to Form:

Signed: 
Title: Chisago County Attorney
Date: 12/29/2020

**HIPAA
BUSINESS ASSOCIATE AGREEMENT**

This HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective 1/1/2021, by and between Central Minnesota Health Center ("Business Associate"), and Chisago County ("Covered Entity").

Recitals

Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA").

On February 17, 2009 the U.S. Congress enacted the Health Information Technology for Economic and Clinical Health ("HITECH") Act, part of the American Recovery and Reinvestment Act of 2009, which extended almost full compliance responsibility for many of the HIPAA privacy and security rules directly to the business associates of covered entities.

Covered Entity and Business Associate have entered into a business/professional relationship pursuant to which Covered Entity may provide Business Associate with protected health information as defined in HIPAA ("Protected Health Information" or "PHI").

HIPAA requires Covered Entity and Business Associate to enter into a contract with respect to Business Associate's handling of the Protected Health Information.

IN CONSIDERATION OF THE INFORMATION PROVIDED ABOVE, and the mutual promises made herein, the parties agree as follows:

1. **Identification of Existing Agreement(s) Between the Parties.** Covered Entity and Business Associate each acknowledge and agree that they are parties to the following agreement(s):
 - a. Name and Date of Existing Agreements between the parties (other than this Agreement and prior HIPAA Business Associate Agreements, if any)
 - b. Specify services contracted for in the Services Agreements Listed above:
2. **Amendment of Services Agreements; Termination of Prior HIPAA Business Associate Agreements.**
 - a. *Amendment of Services Agreements.* All Services Agreements are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.
 - b. *Termination of Prior HIPAA Business Associate Agreement(s).* The parties agree that this Agreement supersedes and replaces all prior HIPAA Business Associate Agreement(s), if any.

3. **Definitions.** Unless otherwise provided in this Agreement, terms used and not otherwise defined will have the same meaning as set forth in HIPAA.

4. **HIPAA Security Rules Applicable Directly to Business Associate.**

a. *Subpart C of 45 CFR 164.* The following sections from Subpart C – Security Standards for the Protection of Electronic Protected Health Information set forth in Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity

(i) Section 164.308 - Administrative Safeguards.

(ii) Section 164.310 - Physical Safeguards.

(iii) Section 164.312 - Technical Safeguards, and

(iv) Section 164.316 - Policies and Procedures and Documentation Requirements.

b. *HITECH Security Provisions.* The additional requirements of Title XXX of the HITECH Act contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.

5. **Uses and Disclosures of Information.**

a. *Permitted Uses and Disclosures* – The parties hereby agree that Business Associate shall be permitted to use and/or disclose the Protected Health Information provided or made available from Covered Entity only to fulfill duties and obligations under the Services Agreements, this Agreement or as required by state or federal law.

b. *Limits on Use and Disclosure* – Business Associate hereby agrees that it shall be prohibited from using or disclosing the Protected Health Information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by the Services Agreements, this Agreement, HIPAA or applicable state and federal laws. Business Associate will not use and/or disclose PHI received from the Covered Entity in any manner that would violate the HIPAA privacy and security rules.

c. *Disclosures to Subcontractors or Agents* – Business Associate will ensure that any subcontractors or agents, to whom it provides PHI received from, or created on behalf of, Covered Entity, enter into an agreement imposing upon such subcontractor or agents the same duties and obligations contained herein with regard to such information. This assurance shall be obtained prior to the release of any PHI to a subcontractor or agent.

- d. *Minimum Necessary* – The parties hereby agree that only the minimum necessary PHI will be used or disclosed in performing the activities allowed under the Services Agreements or this Agreement.
- e. *Additional Privacy Requirements of HITECH Act Applicable to Business Associate*. Business Associate acknowledges that the additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.
- f. *Civil and Criminal Penalties*. Business Associate acknowledges and understands that it may now be subject to civil and criminal enforcement penalties for violations of HIPAA and HIPAA regulations.

6. Security for Protected Health Information.

- a. *Safeguarding PHI Even After Termination of Agreement*. Business Associate warrants that it has implemented safeguards, including without limitation, administrative, physical and technical safeguards, to ensure the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate except as provided in this Agreement. It shall be the responsibility of Business Associate to continue to maintain necessary safeguards for as long as Business Associate is in possession of PHI disclosed from Covered Entity regardless of whether the Services Agreements and/or this Agreement have been terminated.
- b. *Encrypted PHI*. Business Associate shall promptly notify Covered Entity at the time, if ever, it safeguards the PHI disclosed by Covered Entity to Business Associate by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and (a) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and (b) that otherwise is in compliance with the HITECH Act and HIPAA. PHI safeguarded by the technology described in the immediately preceding sentence shall be referred to as "Encrypted PHI".
- c. *Encryption Key(s)*. If Business Associate stores or maintains PHI as Encrypted PHI or in another encrypted format, Business Associate shall, upon Covered Entity's request, provide Covered Entity with the key (s) to decrypt such information as promptly as possible.
- d. *Unencrypted PHI*. Business Associate acknowledges and understands that if it safeguards the PHI disclosed to it by Covered Entity in a manner that is

considered "unsecured protected health information" as defined by HIPAA, then Covered Entity has heightened disclosure obligations to an individual in the event the unsecured PHI is "breached" as defined by HIPAA.

- e. *Notification of Material Changes in Security Safeguards.* Business Associate shall promptly notify Covered Entity of any material change to any aspect of its security safeguards. Notwithstanding any other provisions of any Services Agreements to the contrary, Covered Entity may terminate the Services Agreements without penalty if it determines that any such changes in the Business Associate's security procedures render any or all of Business Associate's safeguards unsatisfactory to the Covered Entity.

7. Reporting of Unauthorized Use or Disclosure.

- a. *Duty to Immediately Report Unauthorized Disclosures of Unsecured PHI.* Business Associate shall immediately report in writing (the "Report") to the HIPAA Information Security Officer of Covered Entity any actual or possible acquisition, access, use, or disclosure of unsecured Protected Health Information in a manner not permitted by the HIPAA privacy rules and this Agreement ("Unauthorized Disclosure") when Business Associate becomes aware of such Unauthorized Disclosure of unsecured PHI.
- b. *Business Associate Deemed to Have Knowledge.* Business Associate acknowledges and understands that Business Associate shall be deemed to have knowledge of an Unauthorized Disclosure of unsecured PHI when any person, other than the person committing the Unauthorized Disclosure, who is an employee, officer or other agent of the Business Associate knew, or by exercising reasonable diligence would have known, of the Unauthorized Disclosure of unsecured PHI.
- c. *Breach Notification Rules.* Business Associate acknowledges and understands that the prompt reporting of Unauthorized Disclosures of unsecured PHI to Covered Entity is critical because Covered Entity usually has only 60 days from the date of an Unauthorized Disclosure to notify the affected individual(s) of such Unauthorized Disclosure if Covered Entity determines such Unauthorized Disclosure meets the definition of "breach" under the HIPAA privacy rules.
- d. *Training and Policies re Unauthorized Disclosures.* Business Associate agrees to train its employees and implement policies to encourage prompt notification of any actual or possible Unauthorized Disclosures of unsecured PHI if Business Associate does not maintain all of its PHI as Encrypted PHI.
- e. *Content of Report.* The Report shall describe the circumstances surrounding the actual or possible Unauthorized Disclosure of unsecured PHI. The Report shall also include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Unauthorized Disclosure. The Report shall include any other available information that

Covered Entity would be required to include in a notification to the affected individual under 45 CFR 164.404(c) of HIPAA if Covered Entity determines such notification is necessary.

- f. *Report of Disclosure of Encrypted PHI.* Business Associate shall report to Covered Entity within ten (10) days any acquisition, access, use or disclosure of Encrypted PHI of which Business Associate becomes aware that is not provided for or permitted in this Agreement. Such report shall be in writing, describe the circumstances of such disclosure and identify the affected individual(s).
- g. *Inspections.* Business Associate shall permit Covered Entity to investigate any Unauthorized Disclosure of unsecured PHI or unauthorized acquisition, access, use or disclosure of Encrypted PHI. Such investigation may include examining Business Associate's premises, records relating to such PHI, procedures and practices.

8. Reports to Covered Entity.

- a. *Full PHI Disclosure Report.* Business Associate will report to Covered Entity, within ten (10) business days of a request by Covered Entity, all disclosures of PHI to a third party. The report will be in accordance with the Accounting of Disclosures requirements under the HIPAA privacy rules which will eventually include an electronic accounting history of all disclosures of any PHI Business Associate maintains or uses in an electronic record format.
- b. *Individual PHI Disclosure.* Business Associate will make records available to Covered Entity or, as directed by Covered Entity to an individual, within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule. Notwithstanding the foregoing ten (10) day time period, if Covered Entity requests records in connection with its investigation of an actual or possible Unauthorized Disclosure of unsecured PHI, Business Associate agrees to provide such records as promptly as possible following the request.
- c. *Amendments of PHI* Business Associate will, within ten (10) business days of receipt of a request from Covered Entity, incorporate any requested amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set. Business Associate agrees to make any amendments, within ten (10) days of receiving a written request from Covered Entity, to the PHI in a Designated Record Set in response to a request made by an Individual.

- d. *Individual Requests Made Directly to Business Associate.* In the event that a request for access, amendment, accounting of disclosures, or restriction on use and disclosure of PHI is made by an individual directly to Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Business Associate shall thereafter respond directly to the individual and implement the individual's request in accordance with the HIPAA privacy and security rules. Within three (3) business days of providing a response to the individual, Business Associate shall inform Covered Entity of how Business Entity responded to the individual's request.

9. Audits, Inspection and Enforcement.

- a. *Right of Inspection.* Upon reasonable notice, Covered Entity may inspect the facilities, systems, books and records of Business Associate relating to the use and disclosure of PHI received from Covered Entity to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement.
- b. *Duty to Remedy.* Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.
- c. *Duty to Mitigate.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. *Duty to Cooperate.* Business Associate agrees to cooperate with Covered Entity in mitigating any harmful effect that is known to exist as a result of an Unauthorized Disclosure of unsecured PHI by Business Associate or any other unauthorized acquisition, use, access, or disclosure of Encrypted PHI.
- e. *DHHS Inspection Rights.* Business Associate will make its internal practices, books and records relating to the use and disclosure of Protect Health Information available to the DHHS or its agents for the purposes of enforcing the provisions of this Agreement and HIPAA. Business Associate will notify Covered Entity immediately upon receipt of any inquiry or request by DHHS or any of its agents. Business Associate will provide a copy to Covered Entity of any materials supplied to or received by DUBS or its agents.
- f. *Violation of This Agreement May Result in Termination of Services Agreement.* Covered Entity may terminate any Services Agreement without penalty if Business Associate violates this Agreement or any provision hereof, irrespective of whether or how promptly, Business Associate may remedy such violation after being notified. In case of such termination, Covered Entity shall not be liable for the payment for any services performed by Business Associate after the effective date of the termination. If termination is not feasible, Covered Entity reserves the right to report any violations to the Secretary of DHHS.

10. Termination of Agreement.

- a. *Termination Tied to Termination of Services Agreement.* This Agreement will automatically terminate without further action of the parties upon the termination or expiration of all the Services Agreements. Additionally, any violations of the terms of this Agreement may result in early termination under Section 9(f) or this Agreement may be terminated as provided under Section 6(e).
- b. *Return or Destruction of PHI.* Except as provided in Section 10 (c), at the termination of the Agreement, Business Associate shall return or destroy all Protected Health Information received from, created, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and shall retain no copies in any format. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI.
- c. *Extension of Safeguards of this Agreement if PHI Not Destroyed.* If return or destruction of the Protected Health Information is determined not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure. Business Associate shall notify Covered Entity in writing of this determination and specify the reasons why return or destruction is not possible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI without complying with this provision.
- d. *Certification of Destruction.* If Business Associate elects to destroy the Protected Health Information, it shall certify to Covered Entity in writing that the Health Information has been destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall obtain such written certification from its subcontractors and agents and provide same to Covered Entity.

11. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA privacy and security rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with HIPAA privacy and security rules.

12. **Compliance with Changes in the Law; Annual Guidance.** The Parties agree to amend this Agreement and the Services Agreements to the extent necessary to comply with state and federal laws, including but not limited to HIPAA, as such laws may be amended from time to time. Both Covered Entity and Business Associate agree, at their own cost and effort, to monitor the annual guidance issued by the DHHS Secretary regarding the most effective and appropriate technical safeguards for carrying out their security obligations hereunder and.

when reasonable and practical under the circumstances, to comply with such guidance.

13. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.
14. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
15. **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supercedes all prior representations or agreements, whether oral or written, with respect to such matters.
17. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
18. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing, and shall be effective upon receipt. Such notice may be made by personal delivery, by facsimile with return facsimile acknowledging receipt, by overnight delivery service with proof of delivery, or by certified or registered United States mail, return receipt requested. All such communications shall be sent to the known addresses of the other party. Neither party shall refuse delivery of any notice hereunder. Notification may also be by email, with confirmation by any of the methods noted above.
19. **Headings.** The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date



This service agreement is for the period of January 1, 2021 through December 31, 2021.

Central Minnesota Mental Health Center agrees to accept appropriate referral from Chisago County for the purpose of providing the following detoxification services:

1. Initial health assessment and, if needed, provision of medical services either on-site or by transfer to the appropriate medical facility.
2. Detoxification surveillance and protection of client.
3. Evaluation of chemical dependency and psycho-social functioning.
4. Short-term counseling related to assessment of social and health problems and oriented to development of a negotiated treatment plan.
5. Discharge planning, referral to appropriate treatment resources and follow up.

Chisago County shall reimburse Central Minnesota Mental Health Center at a daily rate of \$500.00 per client, plus charges for necessary and agreed upon medical care not included as part of the regular program and less third-party payments received. When transportation is provided by Central Minnesota Mental Health Center, Chisago County shall reimburse the sum of \$1.50 per mile for each trip.

Chisago County agrees to pay for detoxification service when a person who is a legal resident of Chisago County and who meets admission criteria presents voluntarily for detoxification services.

Rates for Commitment Holds: It has been determined that by definition of a civil commitment, an individual is determined by a court of law to be a risk to themselves or others, therefore, demands and protocol above and beyond those necessary for detoxification services are warranted. These additional responsibilities are offset by a commitment hold rate of \$560/day, for every day after the 72-hour maximum detoxification stay.

Approved as to Form and Execution:

Date

Chisago County Director Signature

Date

Dr. Richard Lee, Executive Director



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Chisago County Request For Board Action

Meeting Date:	Item Number: 16
Title of Item for Consideration: Repair of Courthouse Elevator and Remodel of Office Space	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: These items have been approved by the Board in the 2021 CIP and department budgets.	
Background: The elevator in the 1989 side of the Courthouse is the only operational elevator in the building and provides the only ADA compliant access to the 1st and 3rd floors and is the only elevator used to securely move prisoners to the court area. The remodel of the office area for DES is needed to provide proper working areas for staff, security of new equipment being staged (currently some equipment must be staged and configured in the hallway due to limited amount of secured office space), and separation of essential personnel for COVID. This remodel will utilize room 120, (aka. old probation office). These projects and costs are allocated in the 2021 Board approved CIP and department budget. Attachment(s): • MEI Elevator Repair Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Enterprise Service Director to proceed with the 1989 elevator and DES office remodel projects. The project costs are: MEI Elevator repair \$104,624.55, DES office remodel with Gregory Contracting \$10,900.00. The suggested motion is as follows: Authorize the Enterprise Services Director to issue any purchase orders, sign any required quotes or orders as needed to complete the 1989 elevator repair and DES office remodel as listed above. The following motion is recommended: <i>“Move to approve the Enterprise Services Director to proceed with the 1989 elevator repair and DES office remodel.”</i>	
Implications of Action: By doing this work the only ADA compliant elevator in the Courthouse will have current and servable control system, the DES department will be better able to meet the work space needs of the staff in a secure and safe manner. Budget/Financial Implications: These projects are currently in the approved 2021 CIP and department budgets. Legal/Policy Implications: All purchasing laws will be followed. MEI is on the current E-120 State of MN contract. The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.	

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

Date: 12/17/2020

QUOTE NUMBER: 517 - Rev 1

Elevator Repair Agreement

EQUIPMENT LOCATION:

313 N MAIN ST
CENTER CITY, MN 55012

SUBMITTED TO:

CHISAGO CO GOVERNMENT CENTER
313 N MAIN STREET
CENTER CITY, MN 55012

ELEVATOR DESCRIPTION:

Elevator ID: MN00045

Description: ELEV 2 - ADM ELEV

ATTN:

Jon Eckel
651-213-8201
jon.eckel@Chisagocounty.us

Type of Work: Repair

This Repair Agreement ("**Agreement**") is proposed as of this 17th day of December, 2020 ("**Effective Date**") between MEI Total Elevator Solutions ("**MEI**"), and "**Customer**": CHISAGO CO GOVERNMENT CENTER, 313 N MAIN STREET, CENTER CITY, MN 55012. MEI and Customer are collectively referred to herein as the "**Parties**" or individually as a "**Party**". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:
MEI is providing this proposal to perform the following work:

Supply and replace existing obsolete controller with non proprietary VMI Controller
Supply and replace traveler cable
Supply and replace car and hall fixtures
Supply and replace clutches and restrictors
Supply and replace wiring as needed related to the controller and fixtures
State Inspection

WORK TO BE COMPLETED BY OWNER/OTHERS:
Machine Room

- Elevator door Signage Existing, no changes expected or included.
- Install new smoke gasket on entry door to machine room.
- Fire extinguisher in machine room existing, no changes expected or included.
- Machine room HVAC existing and appears operational as is. No changes expected or included.
- No changes to existing duct that runs through machine room expected or included. If soffit required, it will be handled via change order.
- Patch machine room walls and ceiling as required to meet code.
- Pipe and wire new controller from existing disconnect with true earth ground. **If battery lowering required, see alternates.*
- **Elevator contractor responsible for proper sizing of the RSM symmetrical amperes rating of new elevator controller.*
- Provide necessary lighting, switch and GFI's in machine room.
- Provide phone pipe to controller. Dedicated phone line to machine room by others.
- Wire car lights
- Provide necessary fire alarm equipment for automatic recall and connect to new elevator controller.

Hoist way/Pit

- Patch holes or voids in hoist way walls/ceiling created by new elevator equipment.
- Provide and install GFCI outlet in pit.
- Provide and install hoist way lighting in pit to achieve 10 FC at pit floor.
- Provide switch for lighting.
- No changes to existing hoist way venting expected or included.
- No water remediation work included in this proposal. If work is required it will be handled via change order.
- **Car will need to be spotted by elevator contractor for pit work at no cost to Hamline Construction.*

Lobbies

Date: 12/17/2020

QUOTE NUMBER: 517 - R0

- Add smoke sensors to each lobby for elevator recall and connect to existing FACP as required. Programming and testing included.
- This FA plan is subject to the approval by the Fire Marshall.
- Standard color, surface mount wire mold if required.
- No fixture cutting included in this proposal as claimed by elevator local #9.
- Fixture patching included for fire rating. No finishes included.

MEI Best Bid: \$82,695

For MEI to provide a turn-key project, add \$21,928 to base bid

For owners to issue a PO directly to the General Contract deduct \$4,385 from the turn-key pricing

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:**\$104,624.55**

Customer shall pay to MEI the amount of: **\$104,624.55** for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The Fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 90 days from the Effective Date listed above.

Payment Terms:

All Repair Fees are due and payable to MEI on the following schedule:

- 40% of the Repair Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- The balance of the Actual Repair Fee will be due Net 30 after final invoicing.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Section 2 within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.



MEI

TOTAL ELEVATOR SOLUTIONS

Duluth Office
4504 Grand Avenue, Suite 5
Duluth, MN 55807
Phone: (218)722-9600 Fax: (218)727-9032
www.meiusa.com

Date: 12/17/2020

QUOTE NUMBER: 517 - Rev 1

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

Name of Company: _____

Customer Purchase Order: _____

Principal, Owner or Authorized Representative or Owner

Agent: _____
(Name of Principal or Owner)

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: Matt LaFlamme

Title: Account Manager

Phone: 218-336-3319

Email: matt.laflamme@meiusa.com

Date: 12/17/2020

QUOTE NUMBER: 517 - R

MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third party vendor fees, such as, but not limited to accounts receivable / payable administrators or insurance tracking. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine room(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

5. Indemnification. Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, agents, affiliates, successors and assigns, (collectively, "Indemnified Party"), against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Indemnified Party or otherwise awarded against the Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party, its employees or agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct; or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to the negligence or misconduct of Customer, its employees, agents, or contractors.

ate: 12/17/2020

QUOTE NUMBER: 517 - Rev 1

6. Default. An event of default ("Event of Default") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) suspend provision of Services, but Customer shall continue to pay all Service Fees through the end of the Term, even if Services are suspended, (b) upon fifteen (15) days advance written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (c) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action.

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Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 17
Title of Item for Consideration: Professional Service Agreement Between Chisago County and Canvas Health, Inc.	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: Original contract signed on May 15, 2019.	
Background: The Sheriff's Office and Canvas Health implemented a chemical dependency treatment program in the Chisago County Jail in October of 2019. This agreement allows the County to continue the program into 2021. Attachment(s): Professional Service agreement between Canvas Health and Chisago County	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the service agreement between Canvas Health and Chisago County for the continuation of a dual diagnostic mental health & chemical dependency treatment program in the Chisago County Jail. The suggested motion is as follows: <i>"Move to approve the service agreement between Canvas Health and Chisago County for the continuation of a chemical dependency treatment program in the Chisago County Jail."</i>	
Implications of Action: Given the relatively high rate of substance abuse and dependency among incarcerated individuals, efforts to reduce risk of re-offense should include a provision for chemical dependency treatment while in custody. When correctional programming can reduce misconduct, lower recidivism, and improve post-release employment outcomes, it can generate a monetary benefit to society, mostly through costs avoided from the prevention of crime. Budget/Financial Implications: Canvas Health has viable funding in place for continuation of treatment services in the Chisago County Jail. The Sheriff's Office will continue to provide office space, meeting space, training to comply with MRCP 2911, and a phone line for the program. These funds are available in the current operating budget. Chisago County has no other financial obligation. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 SERVICE AGREEMENT
BETWEEN CHISAGO COUNTY AND CANVAS HEALTH, INC**

THIS AGREEMENT is entered into between **Chisago County**, a municipal corporation, for and on behalf of the **Chisago County Sheriff's Office**, 15230 Per Road, Center City, MN 55012 and **Canvas Health, Inc.**, a nonprofit corporation, located at 7066 Stillwater, Blvd. N. Oakdale, MN, 55128 [Provider].

RECITALS:

- (1) The County is authorized to procure services to carry out duties and/or provide services and seeks assistance from a Provider in the area of mental health and substance abuse treatment services to adults held or incarcerated at the Chisago County Jail in Center City, MN.
- (2) Provider is a licensed service provider, employs mental health professionals and practitioners and licensed alcohol and drug counselors, and is in the business of providing mental health and substance abuse assessment and treatment services.
- (3) Provider is a participating Provider with the State of Minnesota, Department of Human Services (OHS), holds a Provider contract with the State of Minnesota, and is qualified and willing to furnish these mental health and substance abuse treatment services to persons at the Chisago County Jail.
- (4) Funding to pay for mental health and substance abuse treatment services is available through the Consolidated Chemical Dependency Treatment Fund [CCDTF], private insurance, and foundation grants.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this document, the parties agree as follows:

1. TERM

- 1.1 This Agreement begins on January 1, 2021 and ends on December 31, 2021 unless terminated earlier pursuant to paragraph 15 Early Termination (15.1 through 15.3). This agreement shall be automatically renewed on the same terms and conditions for consecutive one (1) year periods, unless a notice is given by either party sixty (60) days prior to the renewal date.

2. SERVICES PROVIDED

- 2.1 The County agrees to allow and Provider agrees to furnish the services described in this Agreement.

- 2.2 The services are generally described as follows:

- 2.2.1 Provider agrees to provide non-residential mental health and substance abuse evaluation and treatment services as described in the Provider contract with the State of Minnesota and is qualified and willing to furnish these services to persons held or incarcerated at the Chisago County Jail.

- 2.3 Except as otherwise provided in this document, Provider maintains control with respect to the methods, times, means and personnel for providing the services.

- 2.3.1 Provider will contact the County immediately and send written notice whenever Provider is unable to deliver Services in the required quality or quantity.
- 2.3.2 The County and Provider will decide whether the inability requires modifying or terminating the Contract.
- 2.4 Provider agrees to maintain and store any and all clinical documentation which is produced as a result of the work of the Provider's substance abuse staff, working at the Jail.
- 2.5 County agrees to provide the provider with the following: office space, group meeting space, telephone lines, and staff consultation.

3. COST

- 3.1 The Provider agrees to seek and retain as payment in full, reimbursement from any appropriate third party payers for services rendered to residents of the Jail programs.
- 3.2 The Provider agrees to provide mental health and chemical substance abuse services at the rate identified and approved by the State Department of Human Services.
- 3.3 The County is not guaranteeing to purchase a minimum of Purchased Services.
- 3.4 Chisago County Jail is not guaranteeing Provider's operational costs. Capital expenses are not reimbursable under this agreement.
- 3.5 Provider will comply with Minnesota Administrative Rule 2911.1200 Subp. 2 regarding training for staff with regular or daily inmate contact. The Provider will be responsible for compensating their employee(s) for time spent in training. All other costs associated with compliance with Minn. Rule 2911 will be at County expense.

4. BILLING AND PAYMENT

- 4.1 The Provider will handle all billing as outlined in 3.1 through 3.6 for services rendered.
- 4.2 DHS will pay Provider for Purchased Chemical Health Services in the manner provided for paying claims under the Minn. Stat. § 2548.06, Subd. 3.

5. AUDIT AND RECORDS

- 5.1 Provider agrees to make available to the County's, and to the State's duly authorized representatives under Minn. Stat. § 16C05, Provider's books, documents, papers, and records that are pertinent to Provider's services for audit examination.
- 5.2 Provider agrees to maintain records pertinent to Provider's services and to retain the records for 6 years after final payment and closing all other related matters.

6. SERVICES AND BENEFITS NOT PROVIDED FOR

- 6.1 No claim for services furnished by Provider that are not specifically provided for in this document will be honored by the County unless mutually agreed to in writing by the parties, and included as an amendment to this Agreement, prior to work performed.

7. INDEPENDENT CONTRACTOR

- 7.1 At all times and for all purposes under this Agreement, Provider's relationship to the County is as an independent contractor and not an employee or agent of the County.
- 7.2 Provider is responsible to pay all applicable state and federal social security, unemployment, and income taxes.
- 7.3 Provider will comply with Minnesota's Worker's Compensation, per Minn. Stat. Chap. 176 and provide Chisago County with proof of compliance.
- 7.3.1 Provider agrees that under no circumstances will the County be responsible for workers' compensation for injuries suffered by Provider or any of the Provider's employees in connection with this Agreement.

8. STANDARDS AND LICENSES

- 8.1 Provider represents that it is qualified and appropriately licensed to provide the Purchased Services.
- 8.1.1 If its license or accreditation is revoked, suspended, or expires during the Agreement, Provider agrees to contact the County immediately and to send written notice.
- 8.1.2 Provider is eligible to be paid only for Services provided in accordance with licensing requirements and as outlined in this service agreement.
- 8.2 Provider represents that all personnel providing services to Eligible Recipients are properly trained and supervised.
- 8.2.1 Upon request, Provider agrees to give the County information about staff qualifications including professionals, volunteers, and others assigned to provide Services.
- 8.2.2 Provider agrees to provide staff background information as determined by Minnesota Department of Corrections licensing guidelines 2960.
- 8.2.3 This information will verify Services are being rendered by competent and trained personnel.
- 8.2.4 Provider will provide the County with a copy of all staff members' professional licenses upon request.

8.2.5 If a staff member's professional license or certificate is suspended, revoked, terminated, or expires, the staff member will cease providing Purchased Services.

8.3 Provider affirmatively makes the assurances, and agrees to the provisions, contained in the Human Services Standard Assurances -Attachment A.

8.3.1 Attachment A specifically requires that the Provider will comply with Minnesota State Chapter 13 relating to data practices in its entirety.

8.3.2 Attachment A specifically requires that Provider will comply with the Health Insurance Portability and Accountability Act (HIPAA) in its entirety.

8.3.3 The Provider will comply with all requirements related to Federal Code of Regulations, 42 CFR Part 2 - Confidentiality of the Substance Use Disorder Records.

9. INDEMINIFICATION

9.1 Provider agrees to hold harmless, indemnify, and defend Chisago County, it's commissioners, officers, agents, and employees against any and all claims, expensed (including attorney's fees), losses, damages or lawsuits for damages arising from, or related to, providing or failing to provide Purchased Services, including but not limited to the following:

9.1.1 By reason of any Eligible Recipient suffering bodily or personal injury, death, or property loss or damage while participating in or receiving the care and services to be furnished under this Agreement; or

9.1.2 By reason of any Eligible Recipient causing injury to, or damage to, the property of another person during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or

9.1.3 By reason of any person employed by Provider, or acting as Provider's agent for any claim or cause of action in equity or for damages arising out of the employment, alleged employment, or discrimination by Provider; or

9.1.4 By reason of any negligent act or omission or intentional act or omission of Provider, its agents, officers, or employees while performing Services under this Agreement.

9.2 Section 9. INDEMNITY provisions do not independently create liability as to any third party.

9.2.1 The provisions are intended to protect Chisago County from any liability related to Purchased Services performed by Provider.

9.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

10. INSURANCE

- 10.1 *Professional liability*. Provider agrees that, at all times during this Agreement in order to protect itself as well as Chisago County under Section 9. INDEMNITY, it will have and keep in force the professional liability insurance.
- 10.2 *General liability Insurance*. Provider is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Provider or by a subcontractor or by anyone directly or indirectly employed by the Provider under the agreement. Insurance minimum limits are as follows:

\$500,000 per claim
\$1,500,000 per occurrence
\$3,000,000 annual aggregate

The County must be listed as an additional insured and 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.

- 10.3 Provider agrees to notify Chisago County about any claim made against Provider.

- 10.3.1 Provider will allow Chisago County to examine records, to the extent permitted by law, related to a claim and will cooperate with any investigation by the County or outside agency related to any claim.

11. SUBCONTRACTING AND ASSIGNMENTS

- 11.1 Provider will not enter into any subcontract for the performance of any services contemplated under this Agreement, nor assign any interest in the Agreement, without the prior written approval from the County and subject to any conditions and provisions that the County may deem necessary.
- 11.2 Provider is responsible for the performance of all subcontractors.
- 11.3 Under the Minn. Stat. § 471.425, Provider must pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Provider receives payment for services.
- 11.3.1 Provider agrees to pay interest as provided in Minn. Stat. § 471.425 on any undisputed amount not paid on time to the subcontractor.

12. MODIFICATIONS

- 12.1 To alter, modify, or amend the Agreement, the parties must have a written Agreement signed by their authorized representative(s).

12.2 An interpretation or variation to the Agreement that is not viewed by the parties as material does not require signature.

13. AFFIRMATIVE ACTION

13.1 In accordance with Chisago County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, marital status, public assistance status, age, sexual orientation, disability, or national origin.

13.2 Provider will comply with any applicable federal or state law regarding non-discrimination.

14. DATA PRACTICES

14.1 In collecting, maintaining, storing, using, and disseminating data (including data on individuals) while providing Purchased Services, Provider agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Government Data Practices Act and rule promulgated by the Commissioner of the Department Administration as if she were a government entity.

14.2 Pursuant of Minn. Stat. § 13.05, subd. 11, all remedies set forth in Minn. Stat. § 13.08 may apply to Provider.

14.3 Provider is not required to provide public data to the public if that same data is available from Chisago County.

15. EARLY TERMINATION

15.1 This Agreement will terminate under any of the following circumstances:

15.1.1 Either party may terminate at any time, with or without cause, upon sixty (60) days written notice delivered by registered mail or in person to the other party; For the purpose of such notice, the contact person and address of the county is: Captain Jonathan Gray (or successor), Jail Administrator, Chisago County Sheriff's Office; 15230 Per Road Center City, MN 55012; the contact person of the Provider is Matt Eastwood, CEO Canvas Health at the Provider address listed above.

15.1.2 Upon at least 60 days' written notice specifying the termination date, given by either party, with or without cause;

15.1.3 Effective immediately, without notice if Provider's license needed to provide Purchased Services is denied, suspended, or terminated;

15.1.4 Effective immediately upon written notice to Provider if funding at an aggregate level sufficient to fund this Agreement becomes unavailable;

15.1.5 Effective immediately upon written notice to Provider if Provider fails or refuses to fulfill any obligation under this Agreement; or

15.2 If this Agreement is terminated early, Provider is entitled to receive payment for Purchased Services satisfactorily performed up to the termination date.

15.3 Indemnity, Audit, and other affirmative obligations, such as records retention and data practices provisions, survive this Agreement's termination.

16. ENTIRE AGREEMENT

16.1 The parties' entire Agreement is contained in this document.

16.2 This Agreement supersedes all oral Agreements and negotiations by the parties relating to its subject matter.

16.3 Items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Agreement.

CANVAS HEALTH

COUNTY OF CHISAGO

By: _____

By: _____
Matthew Eastwood
Chief Executive Officer

Dated: _____

Dated: _____

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: *James T. Ratz*
Chisago County Attorney

Dated: 12/10/2020

ATTACHMENT A

HUMAN SERVICES STANDARD ASSURANCES AND CERTIFICATIONS

I. NON-DISCRIMINATION

- A. Chisago County is an Affirmative Action/Equal Opportunity Employer. In accordance with Chisago County policies and applicable federal and state laws against discrimination, Contractor, will not illegally exclude any person from full employment rights or participation in any program, service or activity or deny the benefits of or otherwise subject any person to discrimination under, any program, service or activity.
- B. While performing the Contract, Contractor will not illegally discriminate against any employee or application for employment because of race, color, creed, religion, sex, national origin, marital status, public assistance status, disability, sexual orientation, or age.
- C. Contractor will comply with any applicable federal or state law regarding non-discrimination, including the following laws that may be applicable: The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. P2000e, et seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin; Executive Order 11246, as amended, which prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin, and supplemented with regulations at 41 C.F.R. pt. 60; The Rehabilitation Act of 1973, as amended 29 U.S.C. P701, et. Seq., and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act, which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment; The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. p181.81, which generally prohibit discrimination because of age; The Equal Pay Act of 1963, as amended, 29 U.S.C. p2016, which provides that an employer may not discriminate based on sex by paying employees of different sexes differently for the same work; Minn. Stat. Chap. 363, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age; Minn. Stat. p181.59, which prohibits discrimination against any person by reason of race, color, or creed in any state or political subdivision contract for materials, supplies or construction; and The Americans with Disabilities Act of 1990, which generally prohibits discrimination based on disability.
- D. No funds received under the Contract will be used to provide religious or sectarian training or services.

II. DATA PRACTICES

- A. Data collected, created, received, maintained, disseminated, or used for any purpose while Contractor is providing services under the Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, and rules adopted to implement the Act as well as other state and federal laws on data privacy.

- B. As to services provided pursuant to his Contract, Contractor agrees to comply with the statutes and rules, currently in effect and as amended, as if it were a governmental entity; pursuant to Minn. Stat. §13.05, subd. 11, all remedies set forth in Minn. Stat. §13.08 may apply to Contractor.
- C. Contractor is not required under the Contract to provide public data to the public if that same data is available from Chisago County.
- D. If Applicable, CONTRACTOR agrees to comply with all applicable requirements in the regulations adopted under the Health Insurance Portability and Accountability Act (HIPAA), including specifically the privacy regulations in 45 C.F.R. Parts 160 and 164. To the extent the CONTRACTOR accesses, uses or possesses protected health information that has been held created or possessed by the county, relating to a health care component or activity of the county or another contracted entity, a Business Associates Agreement is attached and incorporated herein by reference.

III. RECORDS AUDIT/RETENTION

- A. Contractor agrees that its bonds, records, documents, accounting procedures and practices, and other papers relevant to the Contract are subject to examination, duplication, transcription, and audit by Chisago County, OHS (if services are funded under a OHS program), Legislative or State Auditor pursuant to Minn. Stat. §160C.05, subd. 5 and U.S. Department of Health and Human Services; these documents are subject to review by the U.S. Comptroller General, or a duly authorized representative, if federal funds are used for work under the Contract.
- B. Contractor agrees to maintain these documents for 6 years from the last date services were provided or payment made, or longer if an audit in progress requires a longer retention period.

IV. WORKER HEALTH, SAFETY, AND TRAINING

- A. Contract is solely responsible for health and safety of its employees and agents while they are performing work under the Contract and will ensure that personnel are properly trained and supervised and, when applicable, license or certified appropriate to the tasks engaged in under the Contract; Contractor will comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act," Minn. Stat. §182.65 et seq., where applicable.

V. FAIR HEARING/ GRIEVANCE PROCEDURE

- A. Contractor agrees to have a grievance procedure for individuals receiving services under the Contract.

VI. BACKGROUND CHECKS

- A. Contractor will comply with requirements in Minn. Stat. §144A.46 and Minn. Stat. §144.057 related to background studies for employees, contractors, and volunteers.

VII. SERVICE PERFORMANCE

- A. Contractor agrees to comply with applicable federal and state laws, rules and regulations, as well as local ordinances that are in effect while providing Purchased Services.

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- B. Except as otherwise specified in the Contract, Contractor will maintain control with respect to the methods, times, means and personnel used in providing Purchased Services.

VIII. INDEPENDENT CONTRACTOR

- A. Contract is, and will remain, an independent contractor with respect to all services performed under the Contract.
- B. Nothing in the Contract creates or establishes a co-partner relationship between Chisago County and Contractor or makes Contractor an agent, representative, or employee of Chisago County for any purpose.
- C. No benefits available to Chisago County employees will accrue to Contractor or Contractor's employees or agents performing services under the Contract.

IX. MINNESOTA LAW

- A. Minnesota laws govern all questions related to the Contract.
- B. The parties will venue any proceedings related to the Contract in the Chisago County District Court, State of Minnesota.

(

X. SUBCONTRACTORS

- A. Under Minn. Stat. §471.425, Contractor must pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Contractor receives payment for services; Contractor agrees to pay interest as provided in Minn. Stat. §471.425 on any undisputed amount not paid on time.

XI. PREVAILING WAGE

- A. Contractor will assure that any worker hired to provide services funded under the Contract who falls within any job classification established and published by the Minnesota Department of Labor & Industry will be paid, at a minimum, the prevailing wage rate as certified by that Department.

XII. SINGLE AUDIT ACT

- A. If applicable, CONTRACTOR will comply with the Single Audit Act of 1984 (Public Law 98-502) as amended (34 U.S.C. chap 75) and OMB Circular A-128 (or A-133 or A-110 as applicable).

XIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY

- (
- A. Federal regulation (45 C.F.R. §92.35) prohibits Chisago County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal

government. Also Minn. Stat. §16C.03 provides the Minnesota Commissioner of Administration with the authority to debar and suspend vendors. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process that they have abused the public trust in a serious manner.

B. By signing this Contract, Contractor certifies that it and its principals* and employees:

- a. Are not presenting debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with the federal, state or local government department or agency; and
- b. Have not within a 3 year period preceding this contract:
 1. Been convicted of or had a civil judgment rendered against them for commission from fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. Violated any federal or state antitrust statutes; or
 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. Violating any federal or state antitrust statutes; or
 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

C. By signing this Contract, Contractor certifies that it and its principals* and employees shall immediately give written notice to Chisago County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction or contract; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* Principals for purposed of the certifications means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager; head of subsidiary, division, or business segment and similar positions.)

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is referenced by and incorporated within Agreement (the "Service Agreement" or "Covered Agreement") between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Sheriff's Office and Jail, 15230 Per Road, Center City, MN 55012 ("Covered Entity") and Canvas Health a nonprofit corporation, located at 7066 Stillwater, Blvd. N. Oakdale, MN, 55128, ("Business Associate" or "Provider") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services:
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals (and as referenced in federal code or applicable rule) and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in HIPAA and Security Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
 - (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and,

if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.

- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set

to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.

- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.
- (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material

term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
- (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Privacy Officer
Chisago County Health & Human Services Dept.
313 No. Main Street
Center City, MN 55012

if to Business Associate, addressed to:

Name

Title

Address

City, State, Zip code

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or

the rights and obligations of the Parties under, the Covered Agreement.

20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Agreement.

COUNTY OF CHISAGO

By: _____

Dated: _____

By: _____

Dated: _____

CANVAS HEALTH

By: _____
Matthew Eastwood
Chief Executive Officer

Dated: _____

By: _____

Dated: _____

APPROVED AS TO FORM

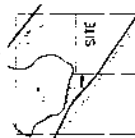
By: *Grant Rait*
Chisago County Attorney

Dated: 12/10/2020

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 18
Title of Item for Consideration: Peter Smothers "Bloom Meadows" Final Plat	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: The Preliminary Plat of Bloom Meadows was reviewed by the Planning Commission on November 5, 2020 and approved by the County Board on November 18, 2020.	
Background: Peter Smothers is requesting final plat approval of a three (3) lot subdivision to be known as "Bloom Meadows". The subject property is located on a 9 acre property in Franconia Township, 16664 Pleasant Valley Road, in Section 7, T. 33, R. 19, (PID #04.00111.00). Staff finds the final plat to be consistent with the approved Preliminary Plat.	
Attachment(s): Bloom Meadows Final Plat	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approval of the Bloom Meadows final plat. The suggested motion to approve this action is as follows: <i>"Move to Approve the Bloom Meadows final plat located in Franconia Township, 16664 Pleasant Valley Road, in Section 7, T. 33, R. 19, PID #04.00111.00"</i>	
Implications of Action: Recommended Board action would grant the requested Final Plat in Franconia Township. Once signed and recorded the subject lots will be available for development. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 _____

BLOOM MEADOWS



BLOOMS LAKE

BLOCK 1

23-24-25

PLEASANT VALLEY ROAD



WIDSETH
ARCHITECTS ENGINEERS SCIENTISTS SUPERVISORS

MEMBERS: SCIENCE & SURVEY

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 19
Title of Item for Consideration: Glenn and Krisa Carlson "Oasis North" Final Plat	
Action Requested by: Kurt Schneider. Director	Department: Environmental Services on behalf of the Chisago County Planning Commission
Previous Action on this Matter: The Oasis North Preliminary Plat was reviewed the by the Planning Commission on December 3, 2020 and approved by the County Board on December 16, 2020.	
Background: Glenn and Krisa Carlson are requesting final plat approval of a four (4) lot subdivision to be known as "Oasis North". The subject property is located on a 88 acre property in Chisago Lake Township, XXXX Oasis Road, in Section 4, T. 34, R. 20, (PID #02.00383.00). Staff finds the final plat to be consistent with the approved Preliminary Plat.	
Attachment(s): Oasis North Final Plat	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approval of the Oasis North final plat. The suggested motion to approve this action is as follows: <i>"Move to Approve the Oasis North final plat located in Chisago Lake Township, XXXX Oasis Rd., in Section 4, T. 34, R. 20, PID #02.00383.00"</i>	
Implications of Action: Recommended Board action would grant the requested Final Plat in Chisago Lake Township. Once signed and recorded the new lots will be available for development.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 _____

OFFICIAL PLAT OASIS NORTH

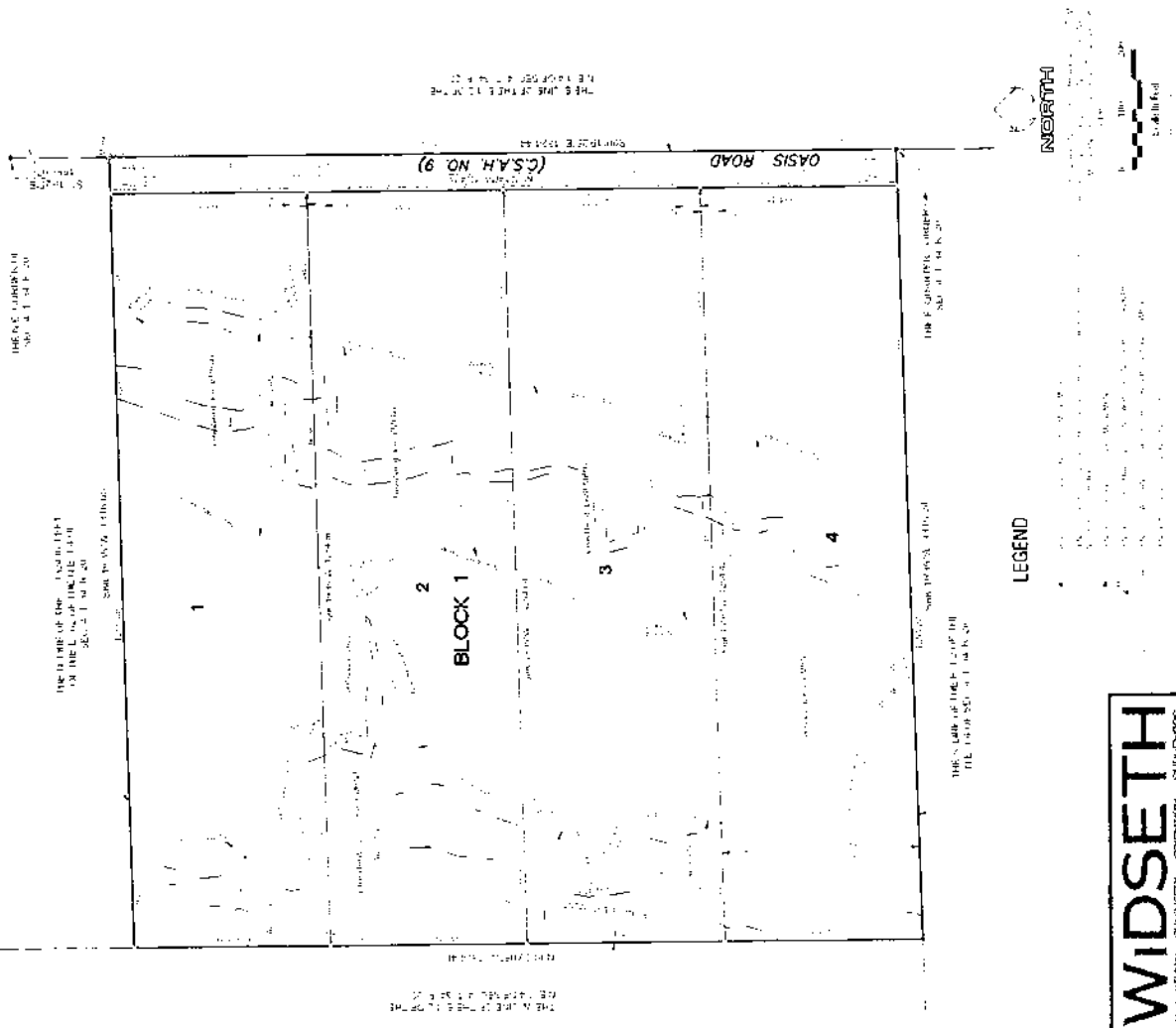
THE STATE OF TEXAS, COUNTY OF DALLAS, BEFORE ME, the undersigned authority, on this 14th day of June, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires this 14th day of June, 2007.

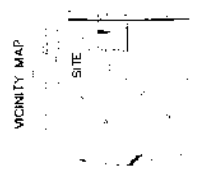
 Notary Public in and for the State of Texas

THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF DALLAS, TEXAS, ON this 14th day of June, 2007, at 1:30 PM.

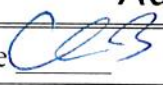
 County Clerk



WIDSETH
 ARCHITECTS, ENGINEERS, SCIENTISTS, SURVEYORS



Chisago County Request For Board Action

Meeting Date: January 5, 2021		Item Number: 20	
Title of Item for Consideration: Shaun Fiedler "7M Lakes 1 st Addition" Final Plat			
Action Requested by: Kurt Schneider, Director		Department: Environmental Services on behalf of the Chisago County Planning Commission	
Previous Action on this Matter: The 7M Lakes 1 st Addition preliminary plat was reviewed by the Planning Commission on September 2, 2020 and approved by the County Board on September 16, 2020.			
Background: Shaun Fiedler on behalf of property owner 7M Lakes LLC is requesting final plat approval of a two (2) lot subdivision to be known as "7M Lakes 1 st Addition". The subject property is located on a 27 acre property in Nessel Township, XXX Crest Way, in Section 23, T. 37, R. 22, (PID #06.00518.00).			
Staff finds the final plat to be consistent with the approved Preliminary Plat.			
Attachment(s): • 7M Lakes 1st Addition Final Plat			
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the approval of the 7M Lakes 1 st Addition final plat. The suggested motion to approve this action is as follows: <i>"Move to Approve the 7M Lakes 1st Addition final plat located in Nessel Township, XXX Crest Way, in Section 23, T. 37, R. 22, PID #06.00518.00"</i>			
Implications of Action: Recommended Board action would grant the requested Final Plat in Nessel Township. Once signed and recorded the newly created lots will be available for development.			
Budget/Financial Implications: None.			
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 _____

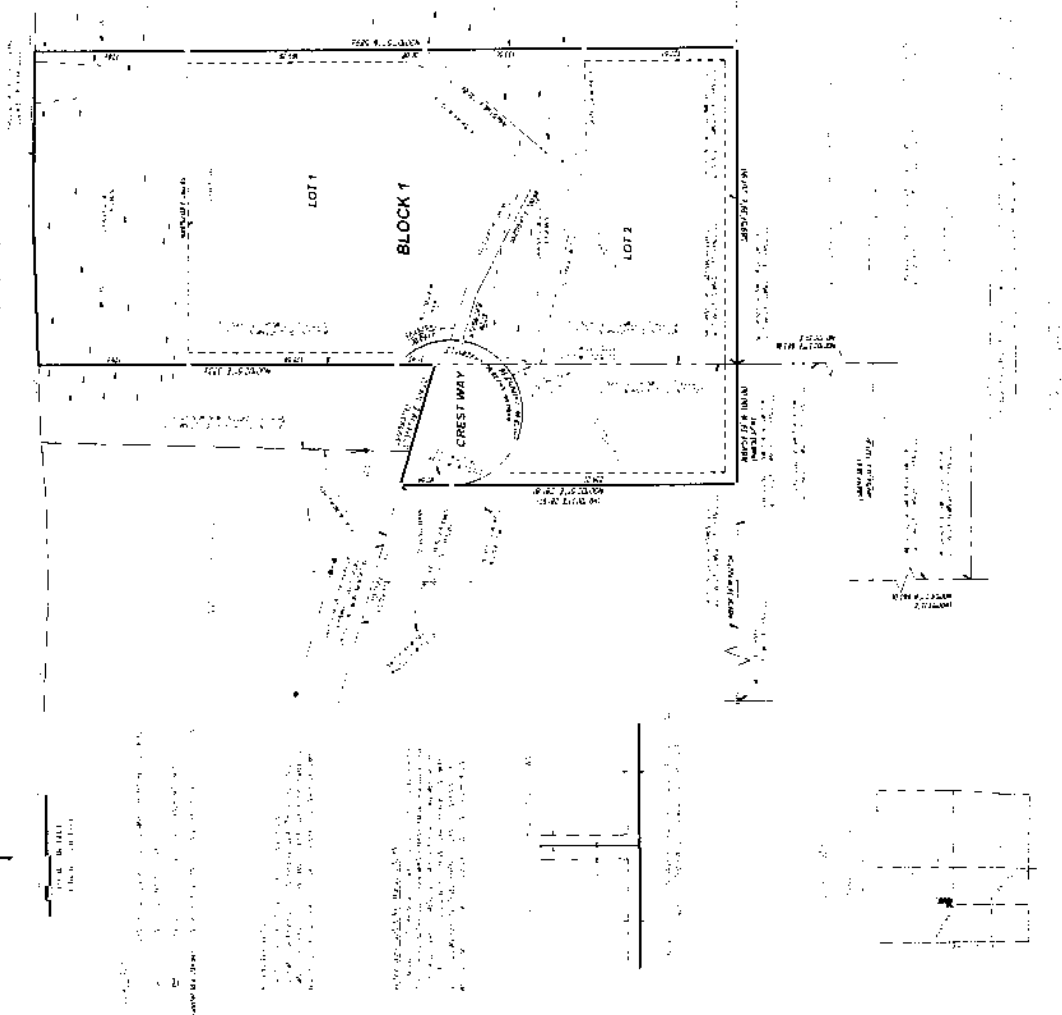
7M LAKES 1ST ADDITION

CHARTERED SURVEYOR
STATE OF MINNESOTA
NO. 21,177 R.22

Map of 7M LAKES 1ST ADDITION
as shown on the plat of the
7M LAKES 1ST ADDITION
dated 10/1/2010
and as shown on the plat of the
7M LAKES 1ST ADDITION
dated 10/1/2010

10/1/2010

EAST RUSH LAKE



Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 21
Title of Item for Consideration: Change Order(s) No. 1 & 2 – Swedish Immigrant Regional Trail Project No. 2018-214-4-01-09E (State Park)	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - Parks
Previous Action on this Matter: Chisago County has accepted Legislative Citizens Commission on Minnesota Resources (LCCMR) Natural Resource Trust Fund grant funding to complete the construction of the East End Swedish Immigrant Regional Trail Project No. 2018-214-4-01-09E (State Park to Taylors Falls City Hall); the funding is available thru June 30, 2021. Through contract with W.S.B. and Associates Inc., design engineering and specifications were prepared and the project was released for bids pursuant to Board authorization. On December 18, 2019, the project was awarded to Peterson Companies, Inc. with a total construction budget of \$1,591,332.12.	
Background: The Swedish Immigrant Regional Trail segment constructed into Interstate State Park required additional rock and grading/grubbing (<i>Change Order No. 1</i>) and seeding and rock/soil stabilization efforts (<i>Change Order No. 2</i>) from that which was anticipated. Change Orders are attached and provide narrative detail of the added efforts. Peterson Companies of Wyoming has done an excellent job managing the construction efforts of the project at and below the total construction budget. Incorporating Change Orders No. 1 & 2 and including the final estimated miscellaneous items remaining for final pay voucher 6 (yet to be processed) will successfully place total construction costs approximately \$19,921.99 below construction budget. Project Engineer WSB and staff recommend approval of the subject Change Orders as attached.	
Attachment(s): • Project Engineer WSB Change Order No. 1 • Project Engineer WSB Change Order No. 2	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider approving the Project Engineer prepared Change Orders with Peterson Companies, Inc. The suggested motion to approve this action is as follows: <i>“Move to acknowledge and approve County Project No. 2018-214-4-01-09E Swedish Immigrant Regional Trail Change Orders No. 1 and 2 with Peterson Companies, Inc.”</i>	
Implications of Action: The change orders for work performed will be processed for payment. Budget/Financial Implications: Project cost remain under the total construction budget and Grant funding award. Change Order No. 1 amount is \$36,610.85; Change Order No. 2 amount is \$24,074.32. The subject project remains 100% grant funded. Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve

C. G. S.

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

WSB Project No. 015551-000	Owner Project No. 2018-214-4-02-09E	Change Order No. 1
Project Title/Description: Swedish Immigrant Regional Trail Segment AB		
Owner: Chisago County		
Owner Address: 313 No Main St RM 400 Center City, MN 55012-9663		
Contractor: Peterson Companies, Inc.		
Contractor Address: 8326 Wyoming Trail Chisago City, MN 55013		
Total Change Order Amount: \$36,610.85		

Description:

Additional work to access the tree clearing and project work is due to an early thaw of the spring season and clayey soils. During removal and chipping of trees, access in and out of the woods to the two chipping locations became impassable due to the poor soils. This caused the clearing and grubbing operations to take much longer than expected due to these circumstances. Peterson also gave assistance with their dozer to help enter the east access. The west access has some poorer soils locations and caused PLT to pull off the project due to impassable access to the down trees. There are three (3) locations that need subgrade corrections in order to complete the clearing operation. (A plan sheet showing these locations is attached). Two of these locations are part of the new trail alignment, and one is located at the west access road coming into the project.

The primary reason to correct these locations is to finish the clearing operations. The secondary reason is to provide a stable subgrade under the new trail alignment.

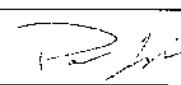
Peterson and WSB met onsite on Thursday April 16th to discuss some options to correct the three (3) locations. It was determined the most cost-effective solution is using the Excavated Rock from the new parking lot and trail head location adjacent to the Taylors Falls public building. This is a no cost "material only" to correct the locations due to the bid item of "Rock Excavation" already paying for it. Peterson will excavate the poor soils out, install a layer of fabric, and then install the rock for a stable base layer. Once the western access entrance is no longer required, the rock will be excavated out and the entrance restored to previous condition. This is being done per conditions required by the DNR. The work will be completed on a Time and Materials Basis.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)

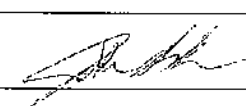
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Trail	1402.601	FORCE ACCOUNT- Peterson Work	LS	\$19,131.70	1	\$19,131.70
Trail	1402.601	FORCE ACCOUNT- PLT Work	LS	\$17,479.15	1	\$17,479.15
Net Change This Change Order						\$36,610.85

Due to this change, the contract time: (check one)

☒ (X) Is NOT changed	☐ () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved By Project Engineer:  Date: 12/10/2020

Print Name: Paul Kyle Phone: 612-360-1310

Approved By Contractor:  Date: 12/14/2020

Print Name: Jake Sikora Phone: 651-257-0365

Approved By Owner: _____ Date: _____

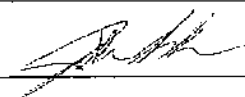
Print Name: _____ Phone: _____

WSB Project No. 015551-000		Owner Project No. 2018-214-4-02-09E		Change Order No. 2		
Project Title/Description: Swedish Immigrant Regional Trail Segment AB						
Owner: Chisago County						
Owner Address: 313 No Main St RM 400 Center City, MN 55012-9663						
Contractor: Peterson Companies, Inc.						
Contractor Address: 8326 Wyoming Trail Chisago City, MN 55013						
Total Change Order Amount: \$24,074.32						
Description:						
Due to the potential erosion concerns along the ditch slopes of the bridge and along the wing walls of both west and east abutments, rip rap rock checks and vegetated rip rap were installed. Other bridges in the area have similar conditions to this bridge and those areas have experienced some major rill erosion on the embankments. This work is being done to help mitigate these potential future erosion concerns. Along each corner of the west and east abutments, vegetated rip rap was installed to help slow the water run off as it runs off the bridge. Please see attached detail. Multiple CLIII rip rap rock checks were installed along each ditch corner of the bridge as it drains down along the new trail. This will help slow heavy water run-off and mitigate future erosion concerns along the steep banks.						
Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Bridge	1402.601	FORCE ACCOUNT – Vegetated Rip Rap	LS	\$14,191.92	1	\$14,191.92
Trail	1402.601	FORCE ACCOUNT – CL III Rip Rap	LS	\$9,882.40	1	\$9,882.40
Net Change This Change Order						\$24,074.32

Due to this change, the contract time: (check one)	
☒ (X) Is NOT changed	☐ () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved By Project Engineer:  Date: 12/11/2020

Print Name: Paul Kyle Phone: 612-360-1310

Approved By Contractor:  Date: 12/14/2020

Print Name: Jake Sikora Phone: 651-257-0365

Approved By Owner: _____ Date: _____

Print Name: _____ Phone: _____

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 22
Title of Item for Consideration: Chisago County Small Business Relief Grant Program	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None. This program is different than the CARES Act program. Unlike CARES Act funds, the Small Business Relief funds came to Chisago County from the State of MN and the Legislature in response to Governor Walz most recent Executive Order 20-99.	
Background: Chisago County received funds from the State of Minnesota for providing small businesses and nonprofits relief (not intended for schools or other governmental entities). The funds are intended to be made available in the form of grants to assist the businesses and nonprofits that have been adversely affected by the COVID-19 pandemic. These funds are different than CARES Act funds, they do NOT have the same auditing standards associated with it. However, due to the ease and efficiency of the Chisago County HRA-EDA, Chisago County staff recommends that the HRA-EDA administrate the program.	
Small Businesses and non-profits can use these grant funds for:	
• Property Taxes • Insurance Costs • Legal Fees • Payroll • Rent • Utilities • Repairs to the existing building and equipment. • PPE	
Eligible applicants may request up to \$5,000 in grant assistance. Applicants that were deemed ineligible for the Relief Grants distributed by the MN Department of Revenue due to not being in operation during 2nd and 3rd Quarter 2019 are eligible for up to \$10,000. Businesses that qualify include restaurants, breweries, wineries, distilleries, bowling alleys, bars, fitness/recreation centers.	
Per the Minnesota Government Data Practices Act, the grant application and related attachments will be used to determine eligibility for public financial assistance. This is public information, however, social security numbers, bank accounts, and date of birth information is considered private data.	
These are grant funds, they do not need to be paid back.	
Attachment(s):	
• Small Business and Nonprofit Relief Grant Guidelines	

No tax liens w/ state

Action Requested/Recommended: The County Board is respectfully requested to approve the allocation of \$1,090,036.99 Small Business Relief funding to the Chisago County HRA-EDA for the Chisago County Small Business Relief Program which begins on January 6th, 2021. The following motion is suggested:

"Move to approve the allocation of \$1,090,036.99 Small Business Relief funding to the Chisago County HRA-EDA for the Chisago County Small Business Relief Program which begins on January 6th, 2021."

Implications of Action: Board approval at tonight's meeting will authorize the County to allocate \$1,090,036.99 of Small Business Relief funds to the Chisago County HRA-EDA for the Chisago County Small Business Relief Grant Program which begins on January 6th, 2021.

Budget/Financial Implications: None of these funds come from the 2021 Budget. All funds come from the County's Small Business Relief Program allocation.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. 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 — HRA-EDA — *A Natural Resource for Business*

Chisago County

Small Business and Nonprofit Relief Grant Guidelines

Purpose: Chisago County received funds from the State of Minnesota for providing small businesses and nonprofits relief. The Chisago County Board of Commissioners determined funds would be made available in the form of grants to assist the businesses and nonprofits that have been adversely affected by the COVID-19 pandemic.

Eligible Applicants:

- All eligible applicants must have a commercial/nonprofit location, whether owned or leased, that is physically located in Chisago County.
- Nonprofits are eligible that are not government or quasi government organizations.
- Per the state of Minnesota, grantees must not have any outstanding MN State Tax Liens. This will be verified utilizing the state of Minnesota's searchable database.
- Applicants must provide a statement of impact due to COVID-19
 - The business was closed by Executive Order since March 2020 (by Industry)
 - Statement of how COVID 19 or the Governor's Executive Orders affected your business revenues negatively.

Eligible Uses of the Funds:

Acceptable uses include but are not limited to:

- Property Taxes
- Insurance Costs
- Legal Fees
- Payroll
- Rent
- Utilities
- Repairs to the existing building and equipment.
- PPE

Note: Owners personal use of funds are an ineligible use of funds.

Funding Information:

- Eligible applicants may request up to \$5,000 in grant assistance.
- Applicants that were deemed ineligible for the Relief Grants distributed by the MN Department of Revenue due to not being in operation during 2nd and 3rd Quarter 2019 are eligible for up to \$10,000. Businesses that qualify include restaurants, breweries, wineries, distilleries, bowling alleys, bars, fitness/recreation centers.
- Per the Minnesota Government Data Practices Act, the grant application and related attachments will be used to determine eligibility for public financial assistance. This is public information, however, social security numbers, bank accounts, and date of birth information is considered private data.

Timelines:

Grant applications will open January 6, 2021.

Grant Deadline is February 8, 2021 or until the funds are exhausted.

All Grants will be disbursed no later than March 12, 2021.

Funding is limited and grants will be provided first come first serve and based upon eligibility and until funds are exhausted.



CHISAGO COUNTY

HRA-EDA

A Natural Experience for Business

Application Requirements:

The Small Business Relief Grant application must be completed in its entirety by the applicant and submitted to the Chisago County HRA-EDA online at www.chisagocounty.org or to the HRA-EDA office, located at 38871 7th Ave, PO Box 815, North Branch, MN 55056. Applications are due by February 8, 2021. **Online applications are preferred.**

- Completed application document.
- Statement of impact due to COVID-19
- Confirmation of acceptable uses of the funds
- Other items as requested by the HRA – EDA.

Grant Awards:

- Applications and awards will be made through the Chisago County HRA-EDA office.
- Upon a successful grant application, the recipient will enter into a grant agreement before funds are distributed.

Post-Grant Award:

- It is grantee's responsibility to maintain receipts and documentation of grant funded expenditures for six years for audit purposes.
- Chisago County encourages grantees to remain compliant with State of MN COVID-19 mandates.

GRANT PROGRAM POLICY AUTHORIZATION FOR RELEASE OF INFORMATION

I declare that the information provided in this application and on the accompanying exhibits is true and complete to the best of my knowledge. The Chisago County HRA-EDA has the right to verify any information contained in this application and may contact any individuals and institutions involved with the proposed project.

Signature/Title of Applicant _____ Date: _____

Signature/Title of Applicant _____ Date: _____

The HRA-EDA and the Chisago County Board of Commissioners retains final authority to determine if a business is eligible or not and whether to approve a grant or not.

For questions call 651.674.5664 or email nancy@chisagocounty.org. Or sara@chisagocounty.org

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 23
Title of Item for Consideration: Transferring Heartland Express Assets to Arrowhead Transit Resolution	
Action Requested by: Chase Burnham. County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: Chisago County currently provides public transit for the citizens of Chisago County under MN Stat. 5311, by the creation of transit organization 'Heartland Express.' The services are provided because of federal, state and farebox funds as well as local contributions from Chisago and Isanti Counties. Heartland Express is operated under a joint powers agreement between Chisago and Isanti Counties. Currently, all services are operated within Chisago and Isanti County, and Isanti employs all Heartland Express employees as Isanti Employees. It has been determined by the Commissioners and Administrators of the JPA Board that Heartland Express does not have the capacity or desire to provide cost effective or efficient transit. In order to close out the current grant agreement between Heartland Express, and the contractual obligations with MnDot Office of Transit and Active Transportation (OTAT), the Chisago County Board of Commissioners approved a resolution for dissolution on August 19th, 2020. The resolution dissolved and finalized all expenses and revenues, and reporting requirements under the Public Transit Program and any other grant agreement currently in open status and/or in Audit status. The resolution also guaranteed that Chisago County will work with MnDot OTAT on all requirements and reporting necessary. In addition to the dissolution resolution MnDot also requires that Chisago County transfer all assets (fleet, facility(ies), reserve account funds, equipment, parts, etc.) to a new subrecipient who has contracted with MnDOT OTAT. Lastly, Chisago County resolves to participate with the new subrecipient by providing a representative to serve on their Transit Advisory Council (TAC), their governing board and/or other types of participation. In addition, Chisago County agrees to provide a local share amount agreed upon for operating and for capital fleet replacement costs or facility costs in the jurisdiction Attachment(s): Resolution: 'TRANSFERRING TRANSIT ASSETS FROM THE ISANTI COUNTY PUBLIC TRANSIT PARTICIPATION PROGRAM to ARROWHEAD ECONOMIC OPPORTUNITY AGENCY (AEOA) dba as ARROWHEAD TRANSIT'	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution transferring Chisago County's Heartland Express Assets to Arrowhead Transit. The suggested motion as presented.

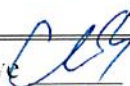
"Move to approve the resolution transferring Chisago County's Heartland Express Assets to Arrowhead Transit."

Implications of Action: By approving the resolution, Heartland Express will be dissolved and the transferring of Chisago County's Heartland Express Assets to Arrowhead Transit will begin.

Budget/Financial Implications: None at this time.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.

Administrator's Recommendation

Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

**RESOLUTION TRANSFERRING TRANSIT ASSETS FROM THE ISANTI COUNTY PUBLIC TRANSIT PARTICIPATION PROGRAM
to ARROWHEAD ECONOMIC OPPORTUNITY AGENCY (AEOA) dba as ARROWHEAD TRANSIT**

WHEREAS, Isanti County, has a 2020-2021 Public Transit Participation Program Operating Grant Agreement with the State of Minnesota (STATE), MnDOT Contract #1035591.

WHEREAS, County Board of Commissioners from Isanti and Chisago passed resolutions for the Dissolution as a subrecipient under the Minnesota Public Transit Participation Program dated August 19, 2020.

WHEREAS, the dissolution prompted the STATE to solicit eligible subrecipients to enter into a contractual operating agreement with the STATE for the remaining CY2021 and allow for transitional activities, including transfer of all assets (fleet, facility, reserve account funds, equipment, parts, etc.).

WHEREAS, it is the intent for the Isanti County, 2020-2021 Public Transit Participation Program Operating Grant Agreement with the State of Minnesota (STATE), MnDOT Contract #1035591 to terminate all operations on February 28, 2021.

WHEREAS, the STATE has selected Arrowhead Economic Opportunity Agency (AEOA) for the transition and operation of the remaining FY2021 Isanti County Public Transit Participation Program.

WHEREAS, to ensure AEOA has the ability to carry out Isanti County Public Transit Participation Program public transit services beginning on March 1, 2021 Isanti County will transfer ownership, including the state and federal interest, of the assets described below to AEOA within 90 days following the termination of the Isanti County Public Transit Service Grant Agreement.

Assets to be Transferred:

Transit Facility

Isanti County currently owns and operates a public transit facility at 245 2nd Avenue, SE, Cambridge, MN. This facility is an approximately 5,877 square foot steel framed, steel sided garage and operations facility, with storage mezzanine space of approximately 940 square feet.

Facility Name & Location	Facility Type	Facility Category	Year Built
Cambridge Facility 245 2nd Avenue Southeast Cambridge, MN 55008 Isanti County	Administration Current Total Size (square feet): First Floor 5,827 sf, Mezzanine 940 sf Site Size (acres): Approx. 3.25 Acres Isanti County acquired this building in 2007. Interior Remodel 2007, office space and restrooms were remodeled. Steel Structure 7 Garage Overhang doors: capacity for 6-8 buses	Combined Administrative and Maintenance Facility* Facility remodeled under MnDOT Contract 2006-2007 Public Transit Capital Grant Contract #89679 funded with 80% Federal Funds	1972

*See current Cambridge Facility Maintenance Plan, specifically pages 12-14 for **Facility Equipment Inventory**

Capital Assets and Equipment

Capital Assets and Equipment identified below. Assets include, but is not limited to, all office, garage and fleet equipment purchased with State or federal funding. All base radio systems, handheld radios, mobile radios, tablets, fare

boxes, cameras, and other equipment currently installed or capable of being installed in the vehicles necessary for transit operations. Any assets and equipment from the Chisago County leased facilities will also be identified below.

Capital Assets & Equipment Item	Description	Location of asset & equipment	Year Purchased
Video Scope	VO Scope, Matco VSXX-10WW	Cambridge	2008
Bus Shelter	2 nd Ave SE	Cambridge	2009
Bus Shelter	Dellwood Street S	Cambridge	2009
Bus Shelter	City Center Market	Cambridge	2009
Bus Shelter	2 nd Street SW	Braham	2009
Wash Curtain	Golf	Cambridge	2008
Battery Charger	Matco, MCF2250	Cambridge	2008
Hoist	Mohawk MP-18-006	Cambridge	2008
Hoist Support Jacks	Mohawk MJS-18-3047	Cambridge	2008
Air Compressor	Ingersoll Rand, 2475N7.5	Cambridge	N/A
Air Jack	Matco, SU6622	Cambridge	2008
Bench Grinder	JET, JBG-8A	Cambridge	2008
Parts Washer	LG, Safety Kleen	Cambridge	2008
Weed Whip	Black & Decker (electric)	Cambridge	2010
Engine Lift	JET JHC-200X	Cambridge	N/A
Snow Blower	MTD 2ML	Cambridge	2009
Lawn Mower	MTD (Push)	Cambridge	2009
Truck Ramps	ATD 7320	Cambridge	2008
½" Air Hose Reel	Napa	Cambridge	2018
Gas Cady	Handy GC-30	Cambridge	2008
3-Tier Tire Rack		Cambridge	2008
Pressure Washer	Honda 190	Cambridge	2008
Solder Gun	Matco SG400B	Cambridge	2008
Air Compressor	Dewalt 15 Gallon	North Branch	2010
Desktop Computer	ThinkCentre M910 Lenovo	Cambridge	2018
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018
Desktop Monitor	24" 16:9 Dell	Cambridge	2020
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018
Desktop Monitor	24" 16:9 ViewSonic	Cambridge	2018

Desktop Monitor	24" 16:9 Dell	Cambridge	2020
Desktop Computer	ThinkCentre M910 Lenovo	Cambridge	2018
Laptop Computer	Lenovo ThinkPad L580	Cambridge	2019
Laptop Dock	Lenovo ThinkPad Pro Dock	Cambridge	2019
Laptop Computer	Lenovo ThinkPad L580	Cambridge	2019
Laptop Computer Dock	Lenovo ThinkPad Pro Dock	Cambridge	2019
Paper Cutter	Trim Air by Westcott	North Branch	
Paper Punch	3- Hole	North Branch	
Stapler	Standard (Qt. 8)	North Branch	
Calculator	Canon MP21DX	North Branch	
Large Stapler	Universal Perfectly Practical	North Branch	
Calculator	Standard (Qt. 3)	North Branch	
Electric Pencil Sharpener	Bostitch	North Branch	
Paper Shredder	Fellowes	North Branch	
Box Tape Dispenser	Large	North Branch	
Chairs	Folding (Qt. 5)	North Branch	
Chairs	Office (Qt. 10)	North Branch	
Tape Dispenser	Standard (Qt. 4)	North Branch	
Table	Black workspace	North Branch	
Book Shelf	4 tier	North Branch	
Cork Board	(Qt. 3)	North Branch	
White Board	(Qt. 2)	North Branch	
File Cabinet	2 tier locking (Qt. 2) Black	North Branch	
File Cabinet	4 tier locking (Qt. 2) Black	North Branch	
Paper Origination	Tiered organizers (Qt. 4)	North Branch	
Clip Boards	Standard (Qt. 4)	North Branch	
3-Ring Binders	Assorted sizes (Qt. 7)	North Branch	
Clip Boards	Small 6"x9" (Qt. 4)	North Branch	
Fare Boxes	Main (Qt. 19)	North Branch	
Pens	Paper Mate (box of 60)	North Branch	
Paperclips	Jumbo box of 100 (Qt. 4)	North Branch	
Paperclips	Standard box of 100 (Qt. 4)	North Branch	
Compass	Sport Compass (Qt. 2)	North Branch	
Staples	Heavy 15/16" box of 1000	North Branch	
Staples	Standard box of 5000 (Qt. 17)	North Branch	

Stick-notes	3"x3" 12 pack	North Branch	
Stick-notes	1 3/8" x 1 7/8" pack of 12 (Qt. 2)	North Branch	
Folder	Hanger (Qt. 62)	North Branch	
Folder	Top tab file folder (Qt. 126)	North Branch	
Sheet Protectors	Clear (Qt. 74)	North Branch	
Staplers	Standard (Qt. 3)	Cambridge	
Tape Dispenser	Standard (Qt. 4)	Cambridge	
Calculator	Standard (Qt. 3)	Cambridge	
Stapler	Heavy Duty (Swingline)	Cambridge	
Calculator	Sharp CS-4194H	Cambridge	
Desk/ Work Station	(Qt. 6)	Cambridge	
Paper Punch	3- Hole	Cambridge	
Paper Cutter	Premier	Cambridge	
Tape Dispenser	Large	Cambridge	
2-Tier File Cabinet	(Qt. 4)	Cambridge	
Chair	Office (Qt. 5)	Cambridge	
3- Ring Binder	Assorted size (Qt. 18)	Cambridge	
Binder Clip	12 Count box (Qt. 2)	Cambridge	
Counter	Coin counter	Cambridge	
Money Safe	Sentry Safe	Cambridge	
Counter	Bill counter	Cambridge	
Stapler	Long reach Paper Pro	Cambridge	
Binder Clips	Box of 12 (Qt. 2)	Cambridge	
Staple Remover	(Qt. 6)	Cambridge	
Paper Clips	Jumbo box of 100 (Qt. 2)	Cambridge	
Paper Clips	Standard box of 100 (Qt. 18)	Cambridge	
Tape Dispenser	Refills (Qt. 4)	Cambridge	
Staples	Standard box of 5000 (Qt. 4)	Cambridge	
White Board	(Qt. 2)	Cambridge	
File Folders	Top tab box of 100 (Qt. 3)	Cambridge	
Bulb	5F9Z-13B765-AA (Qt. 8)	Cambridge	
Bulb	F8RZ-13B765-BA (Qt. 10)	Cambridge	
Mini Lamp	Wagner 212-2 (Qt. 4)	Cambridge	
Clearance Light	Amber (Qt. 2)	Cambridge	
Utility Light	Clear (Qt. 2)	Cambridge	

Bulb	Napa EP31 (Qt. 1)	Cambridge	
Bulb	Napa 12V 3156 (Qt. 7)	Cambridge	
Bulb	Napa WAG 1157 (Qt. 3)	Cambridge	
Bulb	Napa WAG 1156 (Qt. 4)	Cambridge	
Bulb	Napa WAG 1003 (Qt. 3)	Cambridge	
Bulb	Napa WAG T912 (Qt. 4)	Cambridge	
Bulb	Napa WAG 194 (Qt. 28)	Cambridge	
Bulb	Napa WAG 67 (Qt. 1)	Cambridge	
Bulb	Napa WAG 57 (Qt. 9)	Cambridge	
Bulb	Napa HB4 55W 9006-N (Qt. 10)	Cambridge	
Bulb	Napa 9008-N (Qt. 10)	Cambridge	
Bulb	Napa 9005-HB (Qt. 1)	Cambridge	
Bulb	Napa 9007 (Qt. 1)	Cambridge	
Resistor	BR348 (Qt. 1)	Cambridge	
Switch/ Communicator	HC309 (Qt. 1)	Cambridge	
Automotive Fuse	20 Amp. (Qt. 3)	Cambridge	
Miniature Lamp	Napa 3157-NA-N (Qt. 6)	Cambridge	
Switch Communicator	DL6803 (Qt. 1)	Cambridge	
Resistor	BR79 (Qt. 1)	Cambridge	
Roller Bearing	Napa 15245 (Qt. 2)	Cambridge	
Wheel End Component	Napa 4160 (Qt. 2)	Cambridge	
Oil Seal	Napa 9876 (Qt. 1)	Cambridge	
Bearing	Napa 710586 (Qt. 3)	Cambridge	
Coil on Plug Boots	Napa 702418 (Qt. 12)	Cambridge	
Seal Joint	Napa 278SS3214 (Qt. 3)	Cambridge	
Seal Kit	Napa 7C3Z-7052-A (Qt. 1)	Cambridge	
Fuel Cap	10840 (Qt. 1)	Cambridge	
Switch	Napa HC309 (Qt. 2)	Cambridge	
Air Filter	Napa 200048 (Qt. 1)	Cambridge	
Oil Filter	Napa 7045 (Qt. 11)	Cambridge	
Blower Motor	Napa 655-2599 (Qt. 1)	Cambridge	
Blower Motor	Napa 655-2656 (Qt. 1)	Cambridge	
Brakes	Wagner SX411 (Qt. 1)	Cambridge	
Fan	S- Blade 12" M122K (Qt. 1)	Cambridge	
Belt	Napa 060997 (Qt. 1)	Cambridge	

C- Clamp	3/8" x 2 1/2" (Qt. 4)	Cambridge	
Clamp	3" Safety seal clamp (Qt. 1)	Cambridge	

Vehicle Inventory

Vehicle ID #	Local ID#	SUN#	Year	Vehicle Type	MnDOT Grant Agreement Number
<u>1GB6GUBGXG1311368</u>	1693	B160128	2017	Class 400LF	# 1003386
<u>1GB6GUBGXG1309099</u>	1661	B160127	2017	Class 400LF	# 1003386
<u>1FDFE4FS9JDC18617</u>	1803	B170176	2018	Class 400	# 1028005
<u>1FDFE4FS8KDC10512</u>	1908	B180121	2019	Class 400	# 1029836
<u>1FDFE4FS8JDC06443</u>	1807	B170173	2018	Class 400	# 1028005
<u>1FDFE4FS7JDC18616</u>	1802	B170177	2018	Class 400	# 1028005
<u>1FDFE4FS6JDC06442</u>	1806	B170174	2018	Class 400	# 1028005
<u>1FDFE4FS5JDC18615</u>	1801	B170178	2018	Class 400	# 1028005
<u>1FDFE4FS5HDC52872</u>	1794	B170124	2017	Class 400	# 1027263
<u>1FDFE4FS4JDC06441</u>	1804	B170172	2018	Class 400	# 1028005
<u>1FDFE4FS3EDB05557</u>	1491	B140121	2014	Class 400	# 05089
<u>1FDFE4FS3EDB05543</u>	1459	B140122	2014	Class 400	# 05089
<u>1FDFE4FS2KDC12191</u>	1909	B180122	2019	Class 400	# 1029836
<u>1FDFE4FS2JDC06440</u>	1805	B170175	2018	Class 400	# 1028005
<u>1FDFE4FS2GDC05264</u>	1560	B150126	2016	Class 400	# 07285
<u>1FDFE4FS1HDC52867</u>	1795	B170125	2017	Class 400	# 1027263
<u>1FDFE4FS0GDC05263</u>	1592	B150125	2016	Class 400	# 07285

- Isanti County currently lease support vehicles for the public transit operations. These leases will be severed by Isanti County and the support vehicles will not be available for transfer.

RESOLVED, Isanti County agrees to provide the transfer of operating reserve funds, in an amount calculated and agreed upon with the STATE, from their operating reserves following the final MnDOT audit of the Isanti County Public Transit Participation Program Operating Grant Agreement #1035591.

Further RESOLVED, that Isanti and Chisago Counties hereby authorizes Isanti County Administrator, to complete the necessary steps regarding the release and transfer of the above stated assets (title transfer of transit vehicles, equipment, and facilities) from Isanti County to AEOA for the purpose of providing public transportation. In addition, assets and equipment not identified above but are applicable to the transit operations shall be transferred when identified.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted, and approved by the Isanti County [Chisago County] Board of Commissioners on the _____ day of _____, 2020.

VOTE: _____ AYE _____ NAY

[Name]

Title

[Name]

Title

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**Chisago County
Board of Commissioners**

TRANSFERRING TRANSIT ASSETS

RESOLUTION NO. 21/0105-XX

**RESOLUTION TRANSFERRING TRANSIT ASSETS FROM THE ISANTI COUNTY
PUBLIC TRANSIT PARTICIPATION PROGRAM to ARROWHEAD ECONOMIC
OPPORTUNITY AGENCY (AEOA) dba as ARROWHEAD TRANSIT**

WHEREAS, Isanti County, has a 2020-2021 Public Transit Participation Program Operating Grant Agreement with the State of Minnesota (STATE). MnDOT Contract #1035591.

WHEREAS, County Board of Commissioners from Isanti and Chisago passed resolutions for the Dissolution as a subrecipient under the Minnesota Public Transit Participation Program dated August 19, 2020.

WHEREAS, the dissolution prompted the STATE to solicit eligible subrecipients to enter into a contractual operating agreement with the STATE for the remaining CY2021 and allow for transitional activities, including transfer of all assets (fleet, facility, reserve account funds, equipment, parts, etc.).

WHEREAS, it is the intent for the Isanti County, 2020-2021 Public Transit Participation Program Operating Grant Agreement with the State of Minnesota (STATE). MnDOT Contract #1035591 to terminate all operations on February 28, 2021.

WHEREAS, the STATE has selected Arrowhead Economic Opportunity Agency (AEOA) for the transition and operation of the remaining FY2021 Isanti County Public Transit Participation Program.

WHEREAS, to ensure AEOA has the ability to carry out Isanti County Public Transit Participation Program public transit services beginning on March 1, 2021 Isanti County will transfer ownership, including the state and federal interest, of the assets described below to AEOA within 90 days following the termination of the Isanti County Public Transit Service Grant Agreement.

Assets to be Transferred:

Transit Facility

Isanti County currently owns and operates a public transit facility at 245 2nd Avenue, SE, Cambridge, MN. This facility is an approximately 5,877 square foot steel framed, steel sided garage and operations facility, with storage mezzanine space of approximately 940 square feet.

Facility Name & Location	Facility Type	Facility Category	Year Built
Cambridge Facility 245 2nd Avenue Southeast Cambridge, MN 55008	Administration Current Total Size (square feet): First Floor 5,827 sf, Mezzanine 940 sf	Combined Administrative and Maintenance Facility*	

Isanti County	Site Size (acres): Approx. 3.25 Acres Isanti County acquired this building in 2007. Interior Remodel 2007, office space and restrooms were remodeled. Steel Structure 7 Garage Overhang doors: capacity for 6-8 buses	Facility remodeled under MnDOT Contract 2006-2007 Public Transit Capital Grant Contract #89679 funded with 80% Federal Funds	1972
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*See current Cambridge Facility Maintenance Plan, specifically pages 12-14 for **Facility Equipment Inventory**

Capital Assets and Equipment

Capital Assets and Equipment identified below. Assets include, but is not limited to, all office, garage and fleet equipment purchased with State or federal funding. All base radio systems, handheld radios, mobile radios, tablets, fare boxes, cameras, and other equipment currently installed or capable of being installed in the vehicles necessary for transit operations. Any assets and equipment from the Chisago County leased facilities will also be identified below.

Capital Assets & Equipment Item	Description	Location of asset & equipment	Year Purchased
Video Scope	VO Scope, Matco VSXX-10WW	Cambridge	2008
Bus Shelters		Cambridge, Braham	2009
Wash Curtain	Golf	Cambridge	2008
Battery Charger	Matco, SC-7500A	Cambridge	2008
Hoist	Mohawk MP-18-006	Cambridge	2008
Hoist Support Jacks	Mohawk MJS-18-3047	Cambridge	2008
Air Compressor	Ingersoll Rand, 2475N7.5	Cambridge	N/A
Air Jack	Matco, SU6622	Cambridge	2008
Bench Grinder	JET, JBG-8A	Cambridge	2008
Parts Washer	LG, Safety Kleen	Cambridge	2008
Weed Whip	Weed Eater	Cambridge	2010
Engine Lift	JET JHC-200X	Cambridge	N/A
Snow Blower	MTD 2ML	Cambridge	2009
Lawn Mower	MTD (Push)	Cambridge	2009
Truck Ramps	ATD 7320	Cambridge	2008
½" Air Hose Reel	Lincoln 83754 Series A	Cambridge	2008
Gas Cady	Handy GC-30	Cambridge	2008

- Expand this chart as need to identify all assets and equipment

Vehicle Inventory

Vehicle ID #	Local ID#	SUN#	Year	Vehicle Type	MnDOT Grant Agreement Number
<u>1GB6GUBGXG1311368</u>	1693	B160128	2017	Class 400LF	# 1003386
<u>1GB6GUBGXG1309099</u>	1661	B160127	2017	Class 400LF	# 1003386
<u>1EDFE4FS9JDC18617</u>	1803	B170176	2018	Class 400	# 1028005
<u>1EDFE4FS8KDC10512</u>	1908	B180121	2019	Class 400	# 1029836
<u>1EDFE4FS8JDC06443</u>	1807	B170173	2018	Class 400	# 1028005
<u>1EDFE4FS7JDC18616</u>	1802	B170177	2018	Class 400	# 1028005
<u>1EDFE4FS6JDC06442</u>	1806	B170174	2018	Class 400	# 1028005
<u>1EDFE4FS5JDC18615</u>	1801	B170178	2018	Class 400	# 1028005
<u>1EDFE4FS5HDC52872</u>	1794	B170124	2017	Class 400	# 1027263
<u>1EDFE4FS4JDC06441</u>	1804	B170172	2018	Class 400	# 1028005
<u>1EDFE4FS3EDB05557</u>	1491	B140121	2014	Class 400	# 05089
<u>1EDFE4FS3EDB05543</u>	1459	B140122	2014	Class 400	# 05089
<u>1EDFE4FS2KDC12191</u>	1909	B180122	2019	Class 400	# 1029836
<u>1EDFE4FS2JDC06440</u>	1805	B170175	2018	Class 400	# 1028005
<u>1EDFE4FS2GDC05264</u>	1560	B150126	2016	Class 400	# 07285
<u>1EDFE4FS1HDC52867</u>	1795	B170125	2017	Class 400	#1027263
<u>1EDFE4FS0GDC05263</u>	1592	B150125	2016	Class 400	# 07285

- Isanti County currently lease support vehicles for the public transit operations. These leases will be severed by Isanti County and the support vehicles will not be available for transfer.

RESOLVED, Isanti County agrees to provide the transfer of operating reserve funds, in an amount calculated and agreed upon with the STATE, from their operating reserves following the final MnDOT audit of the Isanti County Public Transit Participation Program Operating Grant Agreement #1035591.

FURTHER RESOLVED, that Isanti and Chisago Counties hereby authorizes Isanti County Administrator, to complete the necessary steps regarding the release and transfer of the above stated assets (title transfer of transit vehicles, equipment, and facilities) from Isanti County to

AEOA for the purpose of providing public transportation. In addition, assets and equipment not identified above but are applicable to the transit operations shall be transferred when identified.

Chisago County Request For Board Action

Meeting Date: January 5, 2021	Item Number: 24
Title of Item for Consideration: Credit Card Request – Karen Gates, Human Resources Director	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: These cards will be used for all registrations, licenses, hotel rooms, training and equipment purchases for the Wellness Committee and all Human Resources Activities. Karen Gates, Human Resources Director - \$1,000	
Action Requested/Recommended: The County Board is respectfully requested to approve credit card for Karen Gates, Human Resources Director. The following motion is suggested: <i>“Move to approve a credit card for Karen Gates, Human Resources Director.”</i>	
Implications of Action: Board approval at tonight’s meeting will allow the County Auditor Office to request a credit card for Karen Gates, Human Resources Director.	
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 <u></u>	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

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