



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

REGULAR MEETING – Wednesday, February 7, 2024 County Board Room, Room 172 *****AMENDED*****

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

Health and Human Services Committee of the Whole:

Discussion

1.) Director's Report TAB 1

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

2.) Payment of County's Warrants for HHS TAB 2
3.) State of Minnesota - County Child Support Program Interagency Cooperative Agreement TAB 3
4.) Opioid Settlement Q4 Staff Expenses TAB 4

Board of Commissioners' Business Meeting

Consent Agenda:

1.) HHS Committee Recommendation – Director's Report TAB 1
2.) HHS Committee Recommendation – Payment of County's Warrants for HHS TAB 2
3.) HHS Committee Recommendation – MN Child Support Program Inter. Coop Agmt TAB 3
4.) HHS Committee Recommendation – Opioid Settlement Q4 Staff Expenses TAB 4
5.) Minutes from the January 17, 2024 Meeting TAB 5
6.) Payment of County's Warrants and Miscellaneous Bills TAB 6
7.) Application for Exempt Gambling Permit – Goose Lake Association TAB 7
8.) Out-of-State Travel – Annual ICPC Conference, Lake Geneva, Wisconsin TAB 8
9.) 2023 Budget Adjustments TAB 9
10.) Authorization for County Auditor-Treasurer to Proceed with Year-end Transfer of Funds TAB 10
11.) *****Transfer Funds and Annual Carryover of Dedicated Funds***** TAB 11
12.) Recognition of County Staff January and February Anniversaries TAB 12

Other Business of the County Board

13.) North Branch Safe Routes to School – Letter of Support TAB 13
14.) 2024 CIP – County Administration Security and Remodel, Gregory Contracting TAB 14
15.) Purchase Motorola ARMER MCC 7500E Mobile Communications Equipment TAB 15
16.) Additional Cloud SharePoint Storage County Attorney Data Discovery Sharing TAB 16
17.) 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants for Lake Assoc. TAB 17
18.) Notice of Public Hearing – 2024 Fee Schedule – Changes in Recorder Fees TAB 18
19.) Surplus Property Disposition Policy TAB 19

Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. 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."

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Closed Session

Pursuant to Minn. Stats., sec. 13D.05, Subd. 2, the County Board will convene in closed session for preliminary consideration of allegations or charges against an individual subject to its authority. At the conclusion of the closed session the County Board will reconvene in open session to consider matters notice for consideration in open session or to act on matters discussed in closed session that require action in open session.

***Consideration and authorization of engaging an outside entity to conduct an investigation into charges for which the County Board convened in closed session as noticed above.”

Adjourn Meeting of the Board of Commissioners

******* NOTICE*******

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meeting on Wednesday February 7th and all other Committees until February 16th via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from Ascendant Holidays 4874 Cayview Ave., Orlando, FL 32819, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.



Chisago County Board of Commissioners
February 7, 2024
Board Meeting Agenda



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CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230
Center City, MN 55012

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

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: January 30th, 2024

I. Department Updates/Highlights:

I have a short Board Report for you this month, as I will plan to present the HHS 2023 Annual Report for the March 6th Board Meeting. Here are just a few quick updates for now.

Update on the METS paperless solution. We are continuing to work out some bugs working around the METS system and working with Databank to find an equitable solution to address the issues on the front-end operation. Overall workers are finding it helpful and increasing efficiencies with the majority of their work. The issues to resolve revolve around the initial entry of an individual into the system.

Moving forward we would like to move our Child Support work to a paperless solution in 2024 as well. We are currently meeting with a different vendor to assess potential options. Within our Child Support Unit, we have long-term workers currently, and several may be retiring over the next few years. As this happens being paperless will ease the transition and increase efficiencies for everyone. We also anticipate that we would see a savings in printing costs. You will probably see this proposal before the Board in the next few months when we identify the best option.

Our Citizens Review Panel for Child Protection has been growing this past year. We have more community members actively participating in the committee and more wanting to join. At this time, we have two new applications as well. If both applicants are hired, we will have a full committee. We do receive funding for this program through a grant from the federal government. An authorized use of the funding from this grant allows for committee members to receive a per diem for their participation in meetings or other scheduled events related to committee work. In the past we have not paid a per diem to members, however, as the committee is growing and wanting to do more, we will be asking the Board to approve per diem payments for the Citizens Review Panel members moving forward.

As you are aware, we have been using the new Child Protection visitation room. The technology for the forensic interview rooms and the visitation room is currently scheduled for installation in mid-February. Staff have now completed the Axon/Evidence.com training and are looking forward to fully utilizing that rooms. This will be a cost savings for the County as well as increasing staff efficiency and morale and allowing us to serve the community better safely. As we begin working with the Axon technology, HHS may require some additional licenses for users. We do currently have money available in our budget for that, so there would not be any additional funding requests around this project.

Income Maintenance staff are continuing to work through the unwinding process. According to the Department of Human Services we are now 2/3rds of the way through the process, with an anticipated completion date of June 30th, 2024, unless the state authorizes any additional extensions or delays. Our staff continue to do an outstanding job of meeting the increased demands and needs of our constituents during this process. As you may recall Chisago County HHS was awarded additional federal funding to assist through the unwinding process. As of today, we have spent very little of that money and will be asking to carry those funds forward into 2024. At this time there as not been a firm deadline announced as to when we must have the money completely spent.

II. Financial Notes:

Health and Human Services ended 2023 financially positive. We ended the calendar year at 103% of our anticipated earned revenue and 96% of budgeted expenses. For the first time in many years our Social Services fund balance is positive.

Our Collections effort over the year resulted in a record amount collected, \$1,011,052.75. This is the first time that Health and Human Services has collected 1 million dollars. While we do not retain all of this, we were able to retain nearly \$400,000. This is money that helps reduce the impact of Health and Human Services costs on the County levy. We are concerned that next year, possible legislative changes could reduce our ability to collect on certain fees and expenses. We will be watching those legislative proposals closely.

III. Staffing Updates:

Health and Human Services currently has four positions that we are advertising to fill. We have two openings for Social Workers in Children's Services, one opening for a MnCHOICES Assessor, and one opening for a Financial Eligibility Worker.

Additionally, we have several openings in both Public Health and Human Services that we are not currently advertising to fill but may be looking at over the next few months as we assess the needs of our community and the best way to address those needs.

Review Requests for Board Action:



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 7, 2023**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
2/9/2024	\$165,608.26	2/7/2024	Commissioners Warrants
1/19/2024	\$207,157.03		Auditor Warrants
2/2/2024	\$ 8,940.17		Auditor Warrants
	\$381,705.46	Total	

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

Print List in Order By:

1	1 - Fund (Page Break by Fund)
	2 - Department (Totals by Dept)
	3 - Vendor Number
	4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

LSaumer
1/31/2024 9:41:40AM
5 Health And Human Services

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 2

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
1	10292 AMAZON CAPITAL SERVICES 05-451-470-0000-6844		49.98	SUPPLIES 01/21/2024 01/21/2024	116V-HDPW-MNNH	MECSH Grant Exp	N
12	05-430-700-0000-6401		111.81	SUPPLIES 01/25/2024 01/25/2024	171Y-G69F-JQKM	General Supplies	N
3	05-420-600-0000-6401		67.47	SUPPLIES 01/20/2024 01/20/2024	1CPY-QQG1-116T	General Supplies	N
3	05-430-700-0000-6401		101.20	SUPPLIES 01/20/2024 01/20/2024	1CPY-QQG1-116T	General Supplies	N
10	05-420-600-0000-6401		7.27	SUPPLIES 01/19/2024 01/19/2024	1CPY-QQG1-KCNX	General Supplies	N
10	05-430-700-0000-6401		14.97	SUPPLIES 01/19/2024 01/19/2024	1CPY-QQG1-KCNX	General Supplies	N
10	05-451-430-0000-6401		20.52	SUPPLIES 01/19/2024 01/19/2024	1CPY-QQG1-KCNX	General Supplies	N
6	05-420-600-0000-6401		4.58	SUPPLIES 01/15/2024 01/15/2024	1GHC-RHPW-F6MF	General Supplies	N
6	05-430-700-0000-6401		9.44	SUPPLIES 01/15/2024 01/15/2024	1GHC-RHPW-F6MF	General Supplies	N
6	05-451-430-0000-6401		12.95	SUPPLIES 01/15/2024 01/15/2024	1GHC-RHPW-F6MF	General Supplies	N
8	05-430-700-0000-6401		87.39	SUPPLIES 01/12/2024 01/12/2024	1LGH-DC6M-WPWW	General Supplies	N
2	05-430-700-0000-6401		106.44	SUPPLIES 01/20/2024 01/20/2024	1M4K-33L7-CWNP	General Supplies	N
4	05-430-700-0000-6401		23.97	SUPPLIES 01/21/2024 01/21/2024	1N1L-KH3K-K3R9	General Supplies	N
11	05-430-700-0000-6401		38.97	SUPPLIES 01/23/2024 01/23/2024	1RLW-N1RT-4JLW	General Supplies	N
5	05-430-700-0000-6401		186.03	SUPPLIES 01/21/2024 01/21/2024	1RXR-GY7Y-KJPR	General Supplies	N
7	05-430-700-0000-6401		58.14	SUPPLIES 01/12/2024 01/12/2024	1VQF-LV4N-WMCR	General Supplies	N
9	05-430-700-0000-6401		60.76	SUPPLIES 01/23/2024 01/23/2024	1VWN-WRJQ-4737	General Supplies	N
	10292 AMAZON CAPITAL SERVICES		961.89	17 Transactions			
13	10113 ANOKA COUNTY SHERIFF 05-420-640-0000-6267		80.00		24000169	Other Co Sheriff Sop	N

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1/31/2024 9:41:40AM
5 Health And Human Services

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	10113	ANOKA COUNTY SHERIFF			80.00	01/12/2024 01/12/2024 1 Transactions			
14	9280	Bright Star Consulting LLC			1,500.00	CONTRACTED COMMUNITY HEALTH		Federal Vaccine Grant Exp 04/21-12/21	Y
		05-451-440-0000-6837				01/01/2024 01/07/2024 1 Transactions			
	9280	Bright Star Consulting LLC			1,500.00				
15	3756	CHILDREN'S DENTAL SERVICES							
		05-451-480-0000-6841	AP	4	459.49	TRANSPORTATION-RESTORE TEAM	DECEMBER 2023	Community Services	N
						12/07/2023 12/07/2023			
16		05-451-480-0000-6841	AP	4	259.49	TRANSPORTATION-HYGEINE TEAM	DECEMBER 2023	Community Services	N
						12/07/2023 12/07/2023 2 Transactions			
	3756	CHILDREN'S DENTAL SERVICES			718.98				
17	203002	CHISAGO COUNTY ATTORNEY'S OFFICE							
		05-420-640-0000-6383	DTF	5	9,800.00	ATTORNEY/PARALEGAL BILLING	2023 QTR 4	Iv-D Legal Co Atty	N
						10/01/2023 12/31/2023 1 Transactions			
	203002	CHISAGO COUNTY ATTORNEY'S OFFICE			9,800.00				
18	203004	CHISAGO COUNTY SHERIFF'S OFFICE							
		05-420-640-0000-6385			60.00		24-54	Cc Sheriff Sop & Bailiff	N
						01/09/2024 01/09/2024 1 Transactions			
	203004	CHISAGO COUNTY SHERIFF'S OFFICE			60.00				
20	30177	CINTAS CORPORATION							
		05-420-600-0000-6241	AP	4	6.67	WEEKLY RUG SERVICE	4173055301	General Administration	N
						11/06/2023 11/06/2023			
20		05-430-700-0000-6241	AP	4	13.33	WEEKLY RUG SERVICE	4173055301	General Administration	N
						11/06/2023 11/06/2023			
20		05-451-430-0000-6800	AP	4	15.09	WEEKLY RUG SERVICE	4173055301	Other Expense	N
						11/06/2023 11/06/2023			
19		05-420-600-0000-6241			6.67	WEEKLY RUG SERVICE	4180157406	General Administration	N
						01/15/2024 01/15/2024			
19		05-430-700-0000-6241			13.33	WEEKLY RUG SERVICE	4180157406	General Administration	N
						01/15/2024 01/15/2024			
19		05-451-430-0000-6800			15.09	WEEKLY RUG SERVICE	4180157406	Other Expense	N
						01/15/2024 01/15/2024			
21		05-420-600-0000-6241			6.67	WEEKLY RUG SERVICE	4180963050	General Administration	N
						01/22/2024 01/22/2024			

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21	05-430-700-0000-6241		WEEKLY RUG SERVICE 01/22/2024 01/22/2024	4180963050	General Administration	N
21	05-451-430-0000-6800		WEEKLY RUG SERVICE 01/22/2024 01/22/2024	4180963050	Other Expense	N
22	05-420-600-0000-6241		WEEKLY RUG SERVICE 01/29/2024 01/29/2024	4181668919	General Administration	N
22	05-430-700-0000-6241		WEEKLY RUG SERVICE 01/29/2024 01/29/2024	4181668919	General Administration	N
22	05-451-430-0000-6800		WEEKLY RUG SERVICE 01/29/2024 01/29/2024	4181668919	Other Expense	N
30177	CINTAS CORPORATION		140.36	12	Transactions	
30094	CITY OF NORTH BRANCH					
23	05-420-600-0000-6253		NORTH BRANCH UTILITY 12/20/2023 01/19/2024	6-1010	NB Utilities	N
24	05-430-700-0000-6253		NORTH BRANCH UTILITY 12/20/2023 01/19/2024	6-1010	NB Utilities	N
25	05-451-430-0000-6253		NORTH BRANCH UTILITY 12/20/2023 01/19/2024	6-1010	NB Utilities	N
30094	CITY OF NORTH BRANCH		189.59	3	Transactions	
9308	Cook Law & ADR, PLLC					
26	05-420-600-0000-6800		998.75 [REDACTED] 01/10/2024 01/10/2024	14283	Other Expense	Y
9308	Cook Law & ADR, PLLC		998.75	1	Transactions	
1342	CRESCENT TIDE					
27	05-420-622-0000-6006		1,493.00 [REDACTED] 01/08/2024 01/08/2024		Burials General Relief	Y
1342	CRESCENT TIDE		1,493.00	1	Transactions	
1268	DANNER/RIKEE					
28	05-430-700-0134-6335	AP 4	22.26 TRAVEL EXPENSE-MILEAGE 12/11/2023 12/18/2023		DD Worker Travel	N
29	05-430-700-0134-6335		26.97 TRAVEL EXPENSE-MILEAGE 01/04/2024 01/29/2024		DD Worker Travel	N
1268	DANNER/RIKEE		49.23	2	Transactions	
9097	Debel/Jessica					
30	05-430-700-0134-6335		3.36 TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N

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31	05-430-700-0137-6335			7.84	01/03/2024 01/03/2024 TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
	9097 Debel/Jessica			11.20	01/03/2024 01/03/2024 2 Transactions			
32	10501 DELL MARKETING LP 05-430-700-0000-6481			208.04	01/10/2024 01/10/2024 BASE,DS,WD22TB4 US 180W	10723854410	Computer Hardware	Y
	10501 DELL MARKETING LP			208.04	1 Transactions			
44	5160 DHS MAPS 05-420-640-0000-6298	DTG 6		19.48	12/2023 FEDERAL OFFSET FEES	A300C401309	Fed Tax Offset	N
33	05-430-720-3140-6051	DTG 6		2,138.00	12/01/2023 12/31/2023 BSFE CO MATCH	A300MC13251I	Pos Other Child Care	N
35	05-420-650-0000-5368	DTG 6		10,362.41-	12/01/2023 12/31/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	Recovery Incentive	N
34	05-420-650-0000-5830	DTG 6		40,807.83	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	Ma Recoveries	N
101	05-430-740-3920-6051	DTG 6		204.01	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	Mh Tcm Chn	N
38	05-430-750-3660-6051	DTG 6		253.21	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	Pos/DT&H	N
37	05-430-750-3660-6094	DTG 6		4,489.21	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	Dd Waiver/ICF - DT&H	N
36	05-430-760-3930-6051	DTG 6		160.32	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1U13I	General Case Mgmt	N
40	05-420-650-0000-5368	DTG 6		8,446.01-	11/01/2023 11/30/2023 MA RECOVERIES & NON FED SHARE	A300MM1V13I	Recovery Incentive	N
39	05-420-650-0000-5830	DTG 6		41,402.45	12/01/2023 12/31/2023 MA RECOVERIES & NON FED SHARE	A300MM1V13I	Ma Recoveries	N
43	05-430-750-3660-6051	DTG 6		286.34	12/01/2023 12/31/2023 MA RECOVERIES & NON FED SHARE	A300MM1V13I	Pos/DT&H	N
42	05-430-750-3660-6094	DTG 6		11,166.49	12/01/2023 12/31/2023 MA RECOVERIES & NON FED SHARE	A300MM1V13I	Dd Waiver/ICF - DT&H	N
41	05-430-760-3930-6051	DTG 6		155.14	12/01/2023 12/31/2023 MA RECOVERIES & NON FED SHARE	A300MM1V13I	General Case Mgmt	N
	5160 DHS MAPS			82,274.06	13 Transactions			

*** Chisago County ***



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45	05-420-610-0000-6001	DTG	6	7.50	AFDC 11/01/2023 11/30/2023	A300MX13249I	Payments To Recipients	N
46	05-420-620-0000-6001	DTG	6	3,284.55	GA 11/01/2023 11/30/2023	A300MX13249I	Payments To Recipients	N
48	05-420-660-0000-5839	DTG	6	54,799.80	GRH RECOVERIES 11/01/2023 11/30/2023	A300MX13249I	Grh Rec	N
47	05-430-741-3430-6051	DTG	6	1,331.20	GRH-IMD 11/01/2023 11/30/2023	A300MX13249I	Housing Subsidy	N
1464	DHS MAXIS CASHIER			59,423.05	4 Transactions			
49	1926 DNA DIAGNOSIS CENTER 05-420-640-0000-6264	AP	4	27.00	GENETIC TESTING 01/13/2023 01/13/2023	3207928-1	Paternity Costs	Y
1926	DNA DIAGNOSIS CENTER			27.00	1 Transactions			
50	9213 Dwyer/Samantha 05-430-700-0137-6335	AP	4	82.30	TRAVEL EXPENSE-MILEAGE 12/07/2023 12/29/2023		Adult Services Travel	N
9213	Dwyer/Samantha			82.30	1 Transactions			
51	6547 FOX VALLEY METROLOGY 05-451-440-0000-6435			240.00	DATA LOGGER CALIBRATION 01/08/2024 01/08/2024	236765	Public Health Supplies	N
52	05-451-440-0000-6435			180.00	DATA LOGGER CALIBRATION 01/21/2024 01/21/2024	237183	Public Health Supplies	N
6547	FOX VALLEY METROLOGY			420.00	2 Transactions			
56	5978 HENNEPIN COUNTY 05-420-650-0000-6005			9.23	MEDICAL TRANSPORTATION 01/09/2024 01/09/2024	217826	Ma Transportation	N
58	05-420-650-0000-6005			507.65	MEDICAL TRANSPORTATION 01/09/2024 01/09/2024	217827	Ma Transportation	N
57	05-420-650-0000-6005			507.65-	MEDICAL TRANSPORTATION 01/10/2024 01/10/2024	217856	Ma Transportation	N
54	05-420-650-0000-6005	DTG	6	507.65	MEDICAL TRANSPORTATION 12/31/2023 12/31/2023	217857	Ma Transportation	N
55	05-420-650-0000-6005			9.23-	MEDICAL TRANSPORTATION 01/10/2024 01/10/2024	217858	Ma Transportation	N
53	05-420-650-0000-6005	DTG	6	9.23	MEDICAL TRANSPORTATION 12/31/2023 12/31/2023	217859	Ma Transportation	N

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*** **Chisago County** ***



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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
5978	HENNEPIN COUNTY		516.88		6 Transactions		
3540	IHRKE/KELLY						
59	05-430-700-0127-6240		49.99	PESI TRAINING	7603056	Mh Training	N
				01/31/2024 01/31/2024			
3540	IHRKE/KELLY		49.99	1 Transactions			
90061	INNOVATIVE OFFICE SOLUTIONS LLC						
62	05-420-600-0000-6401		416.62	SUPPLIES	4437599	General Supplies	N
				01/18/2024 01/18/2024			
62	05-430-700-0000-6401		624.94	SUPPLIES	4437599	General Supplies	N
				01/18/2024 01/18/2024			
60	05-420-600-0000-6401		8.72	SUPPLIES	4438747	General Supplies	N
				01/19/2024 01/19/2024			
60	05-430-700-0000-6401		13.09	SUPPLIES	4438747	General Supplies	N
				01/19/2024 01/19/2024			
61	05-420-600-0000-6401		141.98	SUPPLIES	4439261	General Supplies	N
				01/19/2024 01/19/2024			
61	05-430-700-0000-6401		292.30	SUPPLIES	4439261	General Supplies	N
				01/19/2024 01/19/2024			
61	05-451-430-0000-6401		400.87	SUPPLIES	4439261	General Supplies	N
				01/19/2024 01/19/2024			
63	05-430-700-0000-6401		69.83	SUPPLIES	4443060	General Supplies	N
				01/24/2024 01/24/2024			
90061	INNOVATIVE OFFICE SOLUTIONS LLC		1,968.35	8 Transactions			
3557	ISANTI COUNTY SHERIFFS DEPT						
66	05-420-640-0000-6267 DTG 6		70.00		16347	Other Co Sheriff Sop	N
				12/27/2023 12/27/2023			
67	05-420-640-0000-6267		70.00		16357	Other Co Sheriff Sop	N
				01/05/2024 01/05/2024			
65	05-420-640-0000-6267		70.00		16359	Other Co Sheriff Sop	N
				01/09/2024 01/09/2024			
68	05-420-640-0000-6267		70.00		16367	Other Co Sheriff Sop	N
				01/12/2024 01/12/2024			
64	05-420-640-0000-6267		70.00		16368	Other Co Sheriff Sop	N
				01/16/2024 01/16/2024			
3557	ISANTI COUNTY SHERIFFS DEPT		350.00	5 Transactions			

3836 JENSEN/KYLE
Chisago County Board of Commissioners
2/2/2024

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*** **Chisago County** ***



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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
69	05-430-700-0128-6335	AP 4	29.48	TRAVEL EXPENSE-MILEAGE		Child Prot Staff Travel	N
				12/07/2023 12/13/2023			
	3836 JENSEN/KYLE		29.48	1 Transactions			
70	4163 KANABEC COUNTY SHERIFF						
	05-420-640-0000-6267		40.00		24-2	Other Co Sheriff Sop	N
				01/18/2024 01/18/2024			
	4163 KANABEC COUNTY SHERIFF		40.00	1 Transactions			
71	7327 LEWIS/NICOLE						
	05-430-700-0134-6335		24.50	TRAVEL EXPENSE-MILEAGE		DD Worker Travel	N
				01/10/2024 01/24/2024			
72	05-430-700-0137-6335		57.17	TRAVEL EXPENSE-MILEAGE		Adult Services Travel	N
				01/10/2024 01/24/2024			
	7327 LEWIS/NICOLE		81.67	2 Transactions			
73	5203 LUNDGREN/LISA						
	05-430-700-0000-6241		4.82	CLIENT MEAL REIMBURSEMENT		General Administration	N
				01/23/2024 01/23/2024			
74	05-430-700-0000-6241		9.29	CLIENT MEAL REIMBURSEMENT		General Administration	N
				01/10/2024 01/10/2024			
75	05-430-700-0000-6241		10.09	CLIENT MEAL REIMBURSEMENT		General Administration	N
				01/26/2024 01/26/2024			
	5203 LUNDGREN/LISA		24.20	3 Transactions			
76	4488 MARANATHA ASSEMBLY OF GOD						
	05-451-440-0000-6837		300.00	FACILITY RENTAL DEPOSIT		Federal Vaccine Grant Exp 04/21-12/21	Y
				01/17/2024 01/17/2024			
	4488 MARANATHA ASSEMBLY OF GOD		300.00	1 Transactions			
77	4873 MCKESSON MEDICAL SURGICAL						
	05-451-440-0000-6435		83.40	MSK,PROC LOOPS ASTM3	21625354	Public Health Supplies	N
				01/24/2024 01/24/2024			
78	05-451-472-0000-6435		46.40	LANCET,SAFETY PRESS ACTIV BLU	21625354	Public Health Supplies	N
				01/24/2024 01/24/2024			
79	05-451-440-0000-6435		133.77	PPD APLISO, VLV 5TU/0.1ML	21630802	Public Health Supplies	N
				01/25/2024 01/25/2024			
	4873 MCKESSON MEDICAL SURGICAL		263.57	3 Transactions			

5957 MINNESOTA ENERGY RESOURCES CORP

Chisago County Board of Commissioners
2/2/2024

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*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
82		05-420-600-0000-6253		113.77	NORTH BRANCH UNTILITY 12/19/2023 01/19/2024	4884243-9	NB Utilities	N
83		05-430-700-0000-6253		227.54	NORTH BRANCH UNTILITY 12/19/2023 01/19/2024	4884243-9	NB Utilities	N
84		05-451-430-0000-6253		257.49	NORTH BRANCH UNTILITY 12/19/2023 01/19/2024	4884243-9	NB Utilities	N
	5957	MINNESOTA ENERGY RESOURCES CORP		598.80	3 Transactions			
81	5569	MN DEPT HUMAN SERVICES						
		05-430-710-3780-6051		1,625.00	2035 Q2 NS INVOICE 01/04/2024 01/04/2024	774101	Northstar Adoption Asst. POS	N
	5569	MN DEPT HUMAN SERVICES		1,625.00	1 Transactions			
80	5189	MN DEPT OF HEALTH VITAL STATISTICS						
		05-420-640-0000-6264		40.00	 01/19/2024 01/19/2024	2903716	Paternity Costs	N
	5189	MN DEPT OF HEALTH VITAL STATISTICS		40.00	1 Transactions			
85	6059	PALMER/RYAN						
		05-420-600-0121-6240		45.00	2024 MAFAS DUES 01/11/2024 01/11/2024		Financial Training	N
	6059	PALMER/RYAN		45.00	1 Transactions			
86	9144	Peterson/Samantha						
		05-430-700-0128-6335		101.84	TRAVEL EXPENSE-MILEAGE 01/05/2024 01/11/2024		Child Prot Staff Travel	N
	9144	Peterson/Samantha		101.84	1 Transactions			
88	6838	RAMSEY COUNTY SHERIFF						
		05-420-640-0000-6267	DTG 6	90.00	 12/07/2023 12/07/2023	202315581	Other Co Sheriff Sop	N
87		05-420-640-0000-6267	DTG 6	90.00	 12/07/2023 12/07/2023	202315626	Other Co Sheriff Sop	N
	6838	RAMSEY COUNTY SHERIFF		180.00	2 Transactions			
89	3420	REDWOOD COUNTY SHERIFF						
		05-420-640-0000-6267		70.00	 01/04/2024 01/04/2024	2691	Other Co Sheriff Sop	N
	3420	REDWOOD COUNTY SHERIFF		70.00	1 Transactions			

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*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

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Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
90	6972 RICE COUNTY SHERIFF 05-420-640-0000-6267	DTG	6	70.00	 12/29/2023 12/29/2023 1 Transactions	202301826	Other Co Sheriff Sop	N
	6972 RICE COUNTY SHERIFF			70.00				
102	6682 STEVENS/SELENA 05-430-700-0127-6335	AP	4	81.88	TRAVEL EXPENSE-MILEAGE 11/29/2023 12/20/2023 1 Transactions		Mh Travel	N
	6682 STEVENS/SELENA			81.88				
91	7930 STRAND/TERESA 05-430-700-0127-6335	AP	4	182.41	TRAVEL EXPENSE-MILEAGE 12/06/2023 12/27/2023 1 Transactions		Mh Travel	N
	7930 STRAND/TERESA			182.41				
92	6434 THORSEN/JOLENE 05-430-700-0134-6335	AP	4	6.88	TRAVEL EXPENSE-MILEAGE 12/05/2023 12/05/2023		DD Worker Travel	N
94	05-430-700-0134-6335			42.61	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/25/2024		DD Worker Travel	N
95	05-430-700-0137-6335			99.43	TRAVEL EXPENSE-MILEAGE 01/03/2024 01/25/2024		Adult Services Travel	N
93	05-430-700-0137-6335	AP	4	16.05	TRAVEL EXPENSE-MILEAGE 12/05/2023 12/05/2023 4 Transactions		Adult Services Travel	N
	6434 THORSEN/JOLENE			164.97				
96	8486 VAN DEN HEUVEL/STACY 05-430-700-0127-6335	AP	4	52.40	TRAVEL EXPENSE-MILEAGE 12/01/2023 12/29/2023 1 Transactions		Mh Travel	N
	8486 VAN DEN HEUVEL/STACY			52.40				
97	8765 WASHINGTON COUNTY SHERIFFS OFFICE 05-420-640-0000-6267			80.00	 01/02/2024 01/02/2024 1 Transactions	1582045401	Other Co Sheriff Sop	N
	8765 WASHINGTON COUNTY SHERIFFS OFFICE			80.00				
98	8544 WREN/HEATHER 05-430-700-0137-6335			37.32	TRAVEL EXPENSE-MILEAGE 01/09/2024 01/09/2024		Adult Services Travel	N

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Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
8544	WREN/HEATHER			37.32	1 Transactions			
99	9885 ZIEGLER/SAMANTHA							
	05-430-700-0127-6335	AP	4	208.65	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
					12/11/2023 12/18/2023			
100	05-430-700-0127-6335			8.40	TRAVEL EXPENSE-MILEAGE		Mh Travel	N
					01/05/2024 01/05/2024			
	9885 ZIEGLER/SAMANTHA			217.05	2 Transactions			
5 Fund Total:				165,608.26	Health And Human Services	43 Vendors	119 Transactions	
Final Total:				165,608.26	43 Vendors	119 Transactions		

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	5	165,608.26	Health And Human Services	
	All Funds	165,608.26	Total	Approved by, ...
				
				

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 3
Title of Item for Consideration: State of Minnesota - County Child Support Program Interagency Cooperative Agreement	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of Title IV-D Cooperative Agreement dated January 1, 2022 through December 31, 2023.	
Background: This Cooperative agreement is required by Public law 93-647 and 45 CFR Chapter III, allowing those county entities that are party to the agreement, namely the County Attorney, Health & Human Services and the County Sheriff to receive compensation with respect to reimbursement for costs incurred in providing services necessary to operate the Child Support Enforcement System under Title IV-D of the Social Security Act. The county earns 66% federal matching dollars under this arrangement for certain IV-D services. This agreement ensures Chisago County's right, through its Health & Human Services Department, to claim the federal dollars for work performed under this agreement. Attachment(s): - State of Minnesota - County Child Support Program Interagency Cooperative Agreement - Attachment A – IV-D Child Support Cooperative Arrangement with Chisago County offices of Human Services, County Sheriff and County Attorney	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the State of Minnesota - County Child Support Program Interagency Cooperative Agreement. The following motion is suggested: <i>“Move to approve the State of Minnesota – County Child Support Program Interagency Cooperative agreement.”</i>	
Implications of Action: Approval ensures Chisago County's right to claim federal dollars for the work performed under this Agreement. Budget/Financial Implications: The IV-D services within this Agreement are recognized in the Health & Human Services budget with qualifying expenses earning federal financial participation dollars. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:

To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2024-2025

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

and

CHISAGO

County

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**CY 2024-2025 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

CHISAGO **County**

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of CHISAGO County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. “Cooperating Agencies” refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE’s Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** “PRISM” means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** “SDU” means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE’s eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE’s Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY’s Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Interim Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Robert Benson

(651) 213-5632

Robert.Benson@chisagocountymn.gov

313 N. Main ST., Room 230 Center City, MN 55012

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2024. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2024, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

3.5 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
 - Information Policy Standards;
 - Program instructions; and
 - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
- 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
- 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service. Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the

amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE

approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North,

St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

COUNTY NAME: CHISAGO

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Agreement on Behalf of County

Marlys Dunne

Printed Name

Chair, Board of Commissioners

Title

SIGNATURE of County Director, Child Support Division or
County Director, Human Services Department

Robert Benson

Printed Name

Director, Chisago County HHS

Title

Reviewed as to Form: *Janet Reiter*, Chisago County Attorney

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Interim Director, Minnesota Child
Support Division, Children and Family Services,
Minnesota Department of Human Services

Michele M. Schreifels

Printed Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Marlys Dunne	Chair, Board of Commissioners
_____	_____
Print Name	Title

For: CHISAGO
Name of Provider County

Child Support

Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: ☒ a. cooperative agreement ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal STATE/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): 	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Amount of Payment (check all that apply): \$ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: 		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Date:	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT A

CY 2024-2025 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT

WITH

CHISAGO

OFFICES OF HUMAN SERVICES,

COUNTY SHERIFF and COUNTY ATTORNEY

The CHISAGO of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the CHISAGO Attorney (hereinafter, "County Attorney"), and the CHISAGO Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2024**, and will expire on **December 31, 2025**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Human Services, Child Support Division.
- F. **DHS.** "DHS" means the Minnesota Department of Human Services.
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS' Deputy Director of the Child Support Division.
- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. ***Monitoring and Corrective Action.*** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. ***FFP Reimbursement for Child Support Activities.*** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. ***COUNTY's Duties, Functions, and Responsibilities.*** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. ***Confidentiality.*** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party’s employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY’s responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney’s Office, and (c) the County Sheriff’s Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the “minimum necessary” access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. *Duties of the County Attorney.* The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.

- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was

Robert Benson

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2024: total estimated cost of (651) 213-5632

2025: total estimated cost of Robert.Benson@chisagocountymn.gov

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

313 N. Main ST., Room 230 Center City, MN 55012

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services:
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services:
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
- 3. Locate Services
 - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
- 4. Security Services
 - a. With advanced notice, provide special security service to the COUNTY and to the courts.
- 5. Other Services
 - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
 - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
 - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
 - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
 - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

\$ 12,500

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted

amount identified above, increased by a cost of living adjustment of 3% per year.

2024: total estimated cost of \$ 9,500

2025: total estimated cost of Marlys Dunne

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

Chair, Board of Commissioners

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.**

Parties:

CHISAGO

COUNTY NAME

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Chair, Board of Commissioners

Printed Name

Child Support

Title

County Attorney Signature
(REQUIRED ON ALL ARI 

Janet Reiter

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Brandon Thyen

Printed Name

Approved By:

SIGNATURE of Interim Director, Minnesota Child Support
Division, Children and Family Services,
Minnesota Department of Human Services

Michele M. Schreifels

Printed Name

Chisago County Request for Board Action

Meeting Date: February 7, 2023	Item Number: 4
Title of Item for Consideration: Opioid Settlement Q4 Staff Expenses	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County has received funds for the Opioid settlement, all funds must be used for opioid mitigation, such as treatment, prevention, recovery, harm reduction, research, and training. One allowed expense is the cost of County staff time. Staff is recommending using some of the Opioid Settlement funds to compensate the County for Staff time used to organize Opioid related events and expenditures. Attachment(s): Q4 2023 Opioid Expenses	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners the Approve the Opioid expenses for County Staff time during Quarter 4 of 2023 as part of tonight's consent Agenda. If removed from the Consent Agenda and discussed separately, the following motion is suggested: <i>"move to approve the Opioid Expense for County Staff time during Quarter 4 of 2023."</i>	
Implications of Action: Approval of the request of use of the opioid funds will compensate the County for Staff time used to organize Opioid related events and expenditures. Budget/Financial Implications: The budget will be fulfilled by Opioid settlement funds in the amount of \$3,951.35. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

OPIOD Q4 2023 expenditures

Detail for Summary Tab

[illegible]

Grand total of invoice

PH Salary	Total	Hours
2,516.86	2,516.86	61.00
1,075.28	1,075.28	22.50
	<u>3,592.14</u>	<u>83.50</u>

Madelyn - \$41.26 2023
Mackenzie - \$47.79 2023

	3,592.14	PH Expense
	359.21	10% Admin Expense
Total	3,951.35	

CHISAGO COUNTY BOARD OF COMMISSIONERS UNOFFICIAL PROCEEDINGS Wednesday, January 17, 2024

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, January 17, 2024 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Assistant County Attorney Aimee Cupelli, and Clerk of the Board Christina Vollrath.

Chisago County Commissioner Jim Swenson will be attending the Chisago County Board of Commissioners Meetings on Wednesday January 17th at 6:30 p.m. and all other Committees until January 31st via Interactive TV, pursuant to Minnesota Statute 13D.02 and MN Department of Administration Advisory Opinions 08-034 and 13-009. Commissioner Swenson may be seen and heard at the meeting via electronic means and will participate from The Fountains, 12400 International Drive, Orlando, FL 32821, a location open and accessible to the public. Any questions can be directed towards Chase Burnham, County Administrator, at (651) 213-8877.

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

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

On motion by Greene, seconded by Dahlberg, the Board opened the Road and Bridge Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

On motion by Greene, seconded by Dunne, the Board moved items 1-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Amend. Final Design Contract for TH 8 Recon.
- 3.) R&B Committee Recommendation – MNDOT Agreement No. 1055466

RESOLUTION NO: 23/0117-6

CSAH 10 FEDERAL FUNDS ADVANCE RESOLUTION

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of Chisago to accept as its agent, federal funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Board Chair is hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1055466”, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

- 4.) Minutes from the January 2, 2024, Organizational Meeting
- 5.) Payment of County’s Warrants and Miscellaneous Bills \$1,697,599.05

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.

- 6.) Acceptance of 2023 Chisago County Donations

RESOLUTION NO: 24/0117-1

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 2023:

- Trinity Lutheran Church: \$500.00 for Project Lifesaver
- John and Danielle Furney: \$365.00 for Project Lifesaver
- Tom Kieffer Agency: \$75.00 for Children's Water Festival
- City of Rush City: \$200.00 for Children's Water Festival
- Chisago County Parks and Trails Foundation: \$5,000 for Parks

7.) Appointment of County Commissioners to Chisago County Election Canvassing Board

8.) Application for Exempt Permit – Chisago Lakes Area Wrestling Foundation

RESOLUTION NO. 24/0117-2

APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR THE CHISAGO LAKES AREA WRESTLING FOUNDATION

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Chisago Lakes Town Hall located at 12400 316th St. Lindstrom, MN 55045.

9.) Acceptance of Donation – CCSO Chaplain Program

RESOLUTION NO: 23/0117-3

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 2024:

- \$500 from Kwik Trip for the CCSO Chaplain Program

10.) Credit Card Request – Lt. Josh Olds, CCSO

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/0117-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Hokanson View located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township (PID #09.00523.10).

**RESOLUTION NO. 24/0117-4
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF HOKANSON
VIEW**

WHEREAS, property owner Kelly P. Hokanson submitted a request for the Final Plat of Hokanson View on December 29, 2023; and

WHEREAS, the property owner desires to create one buildable parcel from the 198.03± acre subject site; and

WHEREAS, the subject site is generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00523.10

All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section 12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet; thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Hokanson View was recommended for approval by the Planning Commission on September 7, 2023 and approved by the Board of Commissioners on September 20, 2023; and

WHEREAS, the Final Plat submitted on December 29, 2023 generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval; and

WHEREAS, the County has received title evidence in the form of a Title Opinion to Real Estate of Attorney Timothy J. Peterson dated November 17, 2023, and the County Attorney's Office has provided a legal opinion that the title evidence is satisfactory and that title to the subject property is vested in the applicant / subdivider.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Hokanson View, subject to the following conditions:

1. The Final Plat is approved as submitted on December 29, 2023. Any deviation from the approved plat drawing prior to recording shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Montzka, the Board moved to approve Resolution No. 24/0117-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Schulte Farm located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships (PID 04.00370.00 and PID 02.00101.20).

RESOLUTION NO. 24/0117-5
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF SCHULTE FARM

WHEREAS, property owners Theodore & Teresa Schulte and applicant Sarah Sharkshnas submitted an application dated received November 29, 2023 and considered complete on December 1, 2023 for the Preliminary Plat of Schulte Farm; and

WHEREAS, the property owners and applicant desire to create two lots from the 20.00± acre subject site; and

WHEREAS, the subject site is generally located east of Olinda Trail / CSAH 25, west of Olympic Trail, and south of Chisago Boulevard in Franconia and Chisago Lake Townships and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 04.00370.00

That part of Government Lot 1, and that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 33, Range 20, Chisago County, Minnesota described as follows: Beginning at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 01 degree 42 minutes 58 seconds East, assumed bearing, along the east line of said Southeast Quarter of the Northeast Quarter, a distance of 67.32 feet; thence North 89 degrees 47 minutes 53 seconds West, a distance of 200.99 feet; thence North 01 degree 42 minutes 58 seconds West, a distance of 603.65 feet, more or less, to the centerline of Chisago Boulevard; thence northeasterly along said centerline a distance of 218.5 feet, more or less, to the east line of said Government Lot 1; thence South 01 degree 42 minutes 58 seconds East, along said east line, a distance of 629.1 feet to said point of beginning and there terminating.

AND

PID 02.00101.20

The West 1020 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, as measured at right angles to the west line thereof.

AND

That part of the West 1020 feet of the Southwest Quarter of the Northwest Quarter of Section 14, Township 33, Range 20, Chisago County, Minnesota, lying north of the South 1254 feet thereof, as measured at right angles to the south line thereof.

WHEREAS, notice was provided and on January 4, 2024 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Schulte Farm with conditions per Resolution No. PC2024-0101; and

WHEREAS, the Board of Commissioners considered the request for Preliminary Plat of Schulte Farm and the Planning Commission's recommendation at its January 17, 2024 meeting and determined the plat to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Schulte Farm, subject to the following conditions:

3. The Preliminary Plat of Schulte Farm is approved per plat drawing dated signed October 25, 2023. Any significant deviation from the approved plat drawing, except as noted herein and as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.
4. Proposed Lot 1 includes 3.00± acres of land identified as PID 02.00101.20 and the western 12.00± acres of land identified as PID 04.00370.00. Upon Final Plat approval, these two tracts of land will be considered one for building and zoning purposes and they may not be sold or developed as individual tracts of land until and unless Lot 1 is replatted or subdivided in a manner which complies with the County's subdivision regulations in effect at the time of said replat or subdivision.
5. The property owner shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. Request for Final Plat shall be submitted within one year of Preliminary Plat approval unless an extension of time is requested by the property owner and/or applicant and granted by the County Board upon recommendation of the Planning Commission.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to accept the January 10th Budget and Finance Report, approve moving Chisago County's Statewide Affordable Housing Aid to the Chisago County Housing Trust Fund, administered by the Chisago County HRA-EDA, re-allocate ARPA monies from the ARMER allocation to the Chisago Lakes Lake Improvement District for the repair of the Lofton Avenue and Lake Ellen weirs (Chisago Lakes Channel and Weir System), approve a contract with SpyGlass Technology Auditing for a phone audit of Chisago County, and moved to publicly recognize the hard work of the Chisago County Household Hazardous Waste Staff for their work in being the recipients of a Greater Minnesota Waste Reduction, Recycling, Reuse and Composting Grant from the MPCA for \$249,766.00. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to appoint David Kern as a representative on the Water Plan Policy Team; effective January 17, 2024, thru January 5, 2027. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Swenson, the Board moved to approve the ARPA Broadband grant application request from Shafer Township for \$200,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the Out-of-State Travel Request for Bryan Brown and Wendy Kowalke to travel to Colorado to attend the National Association of County Veterans Service Officers conference May 12-17, 2024, in Denver, Colorado. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the Minnesota Department of Health Emergency Response Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the Board moved to approve the Family Pathways Contracts for both Shelter and Supervised Visitation through 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the LELS Licensed-Essential Captains and Lieutenants Labor Agreement as negotiated for the term of three (3) years commencing on January 1, 2023, and expiring on December 31, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 7:19 p.m. **END TIME** – 7:34 p.m.

of SPEAKERS – 1

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

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

On motion by Greene, seconded by Montzka, the Board adjourned the meeting at 7:50 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Marlys Dunne, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 7, 2024**

TAB # 6

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 2/7/2024 \$1,178,016.95

Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>	
	1	787,122.85	General Revenue Fund	
	3	315,427.15	Road And Bridge Fund	
	12	26,694.47	Capital Equipment Fund	
	14	31,137.88	Solid Waste Fund	
	18	17,634.60	Lake Imprvmnt Distr Maint	
	All Funds	1,178,016.95	Total	Approved by, ...
				

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 7
Title of Item for Consideration: Application for Exempt Gambling Permit – Goose Lake Association	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the Goose Lake Association to conduct a raffle on October 12, 2024 at the Full Moon Bar and Grill in Harris, MN. The Goose Lake Association is a non-profit organization. Attachments: - Application for an Exempt Gambling Permit – Goose Lake Association - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the Goose Lake Association for a resolution to conduct a raffle on October 12, 2024 at the Full Moon Bar and Grill in Harris, MN. The recommended motion is as follows: “Move to approve the Goose Lake Association for a resolution to conduct a raffle on October 12, 2024 at the Full Moon Bar and Grill in Harris, MN.”	
Implications of Action: Approving tonight’s action would allow the Goose Lake Association to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 24/0207-X

APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING PERMIT FOR THE GOOSE LAKE ASSOCIATION

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application for an exempt gambling permit for the Goose Lake Association to conduct a raffle on October 12, 2024 at the Full Moon Bar and Grill in Harris, MN, located at 2355 Stark Road, Harris, MN 55032.

Commissioner Swenson seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None.

Approved: February 7, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Goose Lake Association

Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED]

Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: PO Box 221

City: Harris State: MN Zip: 55032 County: Chisago

Name of Chief Executive Officer (CEO): Spencer Richards

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Full Moon Bar and Grill

Physical Address (do not use P.O. box): 2425 Stark Rd.

Check one:

☒ City: Harris Zip: 55032 County: Chisago

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 10/12/2024

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

Chisago County Request For Board Action

Meeting Date: February 7, 2024	Item Number: 8
Title of Item for Consideration: Out-of-State Travel – Annual ICPC Conference, Lake Geneva, Wisconsin	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The International Conference of Police Chaplains Region 4 hosts an annual training seminar every year that contains training and certification for chaplains. This four-day seminar will provide needed enrichment training for current chaplains and will take place in Lake Geneva, WI. Attachment(s): Out of State Travel Request Forms	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve out-of-state travel for the International Conference of Police Chaplains Region 4. The suggested motion is as follows: <i>“Move to approve out-of-state travel for Sheriff's Office Chaplains to attend the training seminar for the International Conference of Police Chaplains Region 4 in Lake Geneva, WI.”</i>	
Implications of Action: The Sheriff's Office Chaplains will be able to attend enrichment training on a more advanced level to continue improving their ability to provide support and care to Sheriff's Office employees and the public. Budget/Financial Implications: The costs associated with this training is for course registration, meals, and lodging. The funds for these costs are accounted for and will be taken out of the Sheriff's Office training budget. Legal/Policy Implications: The proposed actives are in compliance with all applicable County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

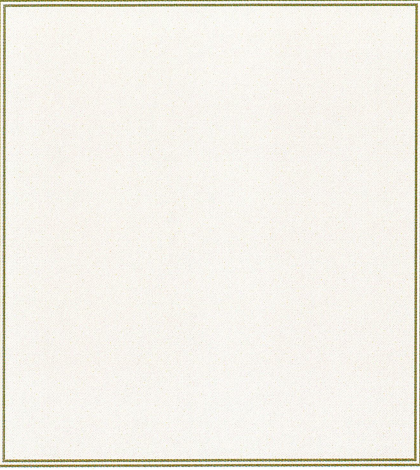
Chisago County Out-of-State Travel Request

Date Submitted	2/7/2024	
Employee Name	Sheriff's Office	
Department		
Destination	Lake Geneva, WI	
Purpose of Travel	International Conference of Police Chaplains	
Departure Date	3-Mar	
Return Date	6-Mar	
Total Travel Expenses	\$729.80	
Supervisor Name (PRINT)	Sergeant Kyle Puelston	
Supervisor's Signature		Date Approved 2/7/24
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$195.00
Lodging			6	\$354.80
Meals			6	\$180.00
Mileage			1	\$0.00
Grand Total				\$729.80

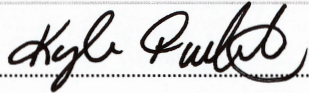
Chisago County Out-of-State Travel Request

Date Submitted	2/7/2024	
Employee Name	[Redacted]	
Department	Sheriff's Office	
Destination	Lake Geneva, WI	
Purpose of Travel	International Conference of Police Chaplains	
Departure Date	3-Mar	
Return Date	6-Mar	
Total Travel Expenses		\$959.80
Supervisor Name (PRINT)	Sergeant Kyle Puelston	
Supervisor's Signature		Date Approved 2/7/24
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$425.00
Lodging			6	\$354.80
Meals			6	\$180.00
Mileage			1	\$0.00
Grand Total				\$959.80

Chisago County Out-of-State Travel Request

Date Submitted	2/7/2024		
Employee Name	[REDACTED]		
Department	Sheriff's Office		
Destination	Lake Geneva, WI		
Purpose of Travel	International Conference of Police Chaplains		
Departure Date	3-Mar		
Return Date	6-Mar		
Total Travel Expenses	\$729.80		
Supervisor Name (PRINT)	Sergeant Kyle Puelston		
Supervisor's Signature			
County Board Signature		Date Approved	2/7/24
		Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$195.00
Lodging			6	\$354.80
Meals			6	\$180.00
Mileage			1	\$0.00
Grand Total				\$729.80

Chisago County Request For Board Action

Meeting Date: February 7, 2024	Item Number: 9
Title of Item for Consideration: 2023 Budget Adjustments	
Action Requested by: Kristin Waddell, Deputy County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Total of 3 2023 Budget Adjustment Requests: 1. ARPA Revenue Replacement 2. Public Safety Aid 3. HHS Various Grants	
Attachment(s): • Budget Adjustment Request • List of 2023 ARPA Expenditures	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve a total of 3 2023 Budget Adjustment Requests. The recommended motion is as follows:	
“Move to approve a total of 3 2023 Budget Adjustment Requests.”	
Implications of Action: If the budget adjustments are approved our financial reporting requirements will be adhered to.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

**ARPA Expenses
Budget to Actual
As of December 31, 2023**

ADMINISTRATION					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0199 ADM	'Old' Jail and White House Demolition	\$ 692,781	\$ (44,455)	\$ (395,012)	\$ 253,314
ARPA-0335 ADM	Broadband	1,483,688	(79,960)	(838,026)	565,702
ARPA-0336 ADM	School Grants - Vocational Programs	500,000	(500,000)	-	-
ARPA-0341 ADM	School Grants - Open Use	100,000	(100,000)	-	-
ARPA-0345 ADM	IT Assessment	35,000	(36,944)	-	(1,944)
ARPA-0349 ADM	Employee Engagement Survey	9,300	(8,660)	-	640
ARPA-0354 ADM	ARPA Advisory Consultant	1,775	(1,775)	-	-
ARPA-0356 ADM	Childcare Provider Training Assistance	100,000	-	-	100,000
2023 ADD	Administration Fee	89,860	-	-	89,860
2023 ADD	Management Training - 2024	10,000	-	-	10,000
2023 ADD	Legal Counsel	30,000	-	-	30,000
2023 ADD	Replace HVAC at Arrowhead Transit Building	26,012	-	-	26,012
2023 ADD	Replace HVAC at Historical Society	28,000	-	-	28,000
		\$ 3,106,416	\$ (771,794)	\$ (1,233,038)	\$ 1,101,585
ATTORNEY					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0339 ATT	Children's Services Collaborative	\$ 118,298	\$ (118,298)	\$ -	\$ -
ARPA-0340 ATT	County Attorney - FT Media Services Tech	108,018	(5,575)	(31,655)	70,788
ARPA-0344 ATT	County Attorney - PT Law Clerk	51,468	(15,645)	(23,090)	12,733
2023 ADD	LENS Update	40,600	-	-	40,600
		\$ 318,384	\$ (139,518)	\$ (54,745)	\$ 124,121
AUDITOR-TREASURER					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0337 AUD	Tyler Tax/CAMA Software	\$ 250,000	\$ -	\$ (81,954)	\$ 168,046
ARPA-0347 AUD	Single Use Audit 2023 - ARPA Funds	30,000	-	-	30,000
		\$ 280,000	\$ -	\$ (81,954)	\$ 198,046
EMERGENCY MANAGEMENT					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0342 EMGT	Emergency Management - COOP Update	\$ 60,000	\$ -	\$ (2,750)	\$ 57,250
ENTERPRISE SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0062 ENTS	Replace ceiling grid and tile in the hallways of the 1989 Courthouse	\$ 75,000	\$ -	\$ (48,024)	\$ 26,976
ARPA-0092 ENTS	Cisco USC Interconnects / Chassis	229,032	-	(229,032)	-
ARPA-0093 ENTS	Upgrade Backup Exec Tape Library	75,000	-	(70,641)	4,359
ARPA-0101 ENTS	Upgrade data center fabric network switches at the ECC data center	75,000	-	(75,000)	-
ARPA-0102 ENTS	Upgrade data center fabric network switches at the Courthouse data center	75,000	-	(75,000)	-
ARPA-0133 ENTS	Cyber Security Audit, Testing and Mitigation	65,000	-	(64,648)	352
ARPA-0202 ENTS	Cisco UCS in DMZ Replacement of Chassis and Fabric Interconnects	53,400	-	(53,400)	-
ARPA-0352 ENTS	2 Laptops - U of MN Extension	4,200	(2,937)	-	1,263
ARPA-0355 ENTS	Laptop - HHS	1,620	(1,620)	-	-
ARPA-0086 ENTS	*ARPA ARMER* Broadband PTT Solution (ARMER Radio to Smartphone)	15,000	-	(13,238)	1,762
ARPA-0087 ENTS	*ARPA ARMER* Increase microwave bandwidth to Nessel ARMER site	1,700	-	-	1,700
ARPA-0261 ENTS	*ARPA ARMER* Upgrade of ARMER Microwave backhaul system- this is a multi year project	800,000	-	(7,106)	792,894
ARPA-0334 ENTS	*ARPA ARMER* ARMER Infrastructure Replacement	2,083,300	-	(182,005)	1,901,295
ARPA-0392 ENTS	Wi-Fi in County Parks	60,000	-	-	60,000
ARPA-0394 ENTS	Replace Camera Security System	100,000	-	-	100,000
2023 ADD	Phase II County Scanning Project	5,500	-	(5,190)	310
		\$ 3,718,752	\$ (4,557)	\$ (823,284)	\$ 2,890,911

ARPA Expenses Budget to Actual As of December 31, 2023					
ENVIRONMENTAL SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0117 ENVS	Park Maintenance Cold Storage and Shop (add'l \$5,500 allocated on 04/12/23)	\$ 105,500	\$ -	\$ (106,523)	\$ (1,023)
ARPA-0180 ENVS	Online Permitting/Licensing Module (\$145,000 budget reallocated on 04/12/23)	-	-	-	-
ARPA-0240 ENVS	Chisago County Mountain Bike Course (add'l \$109,500 allocated on 04/12/23)	184,500	-	-	184,500
ARPA-0304 ENVS	Ki Chi Saga Park Municipal Building (add'l \$30,000 allocated on 04/12/23, add'l \$5,605 allocated on 8/9/23)	185,605	-	(121,190)	64,415
ARPA-0305 ENVS	Water Resources Grant Match	250,000	-	(64,780)	185,220
ARPA-0306 ENVS	Water Resources Truck	50,000	-	-	50,000
ARPA-0307 ENVS	Lower St. Croix Watershed Planning	121,200	-	(4,983)	116,217
2023 ADD	Preliminary Engineering - Swedish Immigrant Trail Connection to Center City	7,766	-	(7,873)	(107)
2023 ADD	Land Acquisition & Appraisal - Swedish Immigrant Trail Connection to Center City	25,513	-	(2,354)	23,160
2023 ADD	Ki Chi Saga Septic System	21,000	-	(2,196)	18,804
2023 ADD	Sunrise Prairie Regional Trail - seeding and fertilizing (not included in original bid)	70,000	-	-	70,000
2023 ADD	Planning Code Review	14,000	-	-	14,000
2023 ADD	HHW Cold Storage	281,000	-	-	281,000
		\$ 1,316,084	\$ -	\$ (309,898)	\$ 1,006,186
HEALTH AND HUMAN SERVICES					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0350 HHS	Public Health Payroll	\$ 8,190	\$ (8,190)	\$ -	\$ -
JAIL					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0348 JAIL	PPE	\$ 13,058	\$ (13,058)	\$ -	\$ -
LID					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0353 LID	Canoe, Motor and Battery - LID	\$ 2,132	\$ (2,104)	\$ -	\$ 28
MAINTENANCE					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0135 MNT	Repair elevator on 1973 side of Courthouse	\$ 111,119	\$ -	\$ (44,448)	\$ 66,671
ARPA-0333 MNT	Honeywell Phase II	729,577	(729,577)	-	-
ARPA-0343 MNT	HVAC Replacement - ECC	59,894	(59,894)	-	-
ARPA-0346 MNT	JACE Controller	29,600	(29,600)	-	-
ARPA-0351 MNT	Air Handler - ECC	6,859	(6,859)	-	-
2023 ADD	Concrete Repairs	54,300	-	(3,300)	51,000
2023 ADD	Standby Generator	27,081	-	(27,081)	-
		\$ 1,018,430	\$ (825,930)	\$ (74,829)	\$ 117,671
PUBLIC WORKS					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0338 PWKS	Harris Building Improvements - Phase I (Engineering/Architectural Fees)	\$ 148,300	\$ (9,230)	\$ (139,070)	\$ 0
2023 ADD	Harris Building Improvements - Phase II	900,000	-	(726,635)	173,365
		\$ 1,048,300	\$ (9,230)	\$ (865,705)	\$ 173,366
SHERIFF'S OFFICE					
Project #	Description	Budget	2022 Actual	2023 Actual	Amount Remaining
ARPA-0182 CCSO	Camera Work Station for Jail	\$ 5,061	\$ -	\$ (5,492)	\$ (431)
2023 ADD	Recruitment Program	55,000	-	(14,000)	41,000
2023 ADD	School Safety	40,000	-	-	40,000
		\$ 100,061	\$ -	\$ (19,492)	\$ 80,569
TOTALS		\$ 10,989,807	\$ (1,774,381)	\$ (3,465,695)	\$ 5,749,732

Chisago County Request For Board Action

Meeting Date: February 7, 2024	Item Number: 10
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Proceed with Year-end Transfer of Funds	
Action Requested by: Kristin Waddell, Deputy Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None	
Background: Various year-end transfers are required each year. The requests our outlined below: 1. Various departments are reimbursed for services provided throughout the year to the Solid Waste Department. The permanent transfers are part of the 2023 budget. 2. Lake Improvement District programs in 2023 include contributions to the Aquatic Invasive Species program. The permanent transfer is part of the 2023 budget. 3. County Program Aid funds were allocated in 2023 to cover a portion of the Public Safety Center Bonds. The permanent transfer from the capital equipment fund is part of the 2023 budget. 4. County Program Aid funds were allocated in 2022 (and carried over to 2023) to cover a 15% match of the Sunrise Prairie Trail grant, which was received in 2023. The permanent transfer from the capital equipment fund is part of the 2023 budget.	
Attachment(s): • Transfer Requests	
Action Requested/Recommended: The County Board is respectfully requested to approve the above noted transfers. The following motion is suggested; <i>“Move to authorize the County Auditor-Treasurer to transfer the above-noted funds.”</i>	
Implications of Action: If the transfer is approved our financial reporting requirements will be adhered to.	
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>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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**2023 Permanent Transfer Requests
Effective 12/31/2023**

Solid Waste

Fund From	Fund To	Reason	Amount
Solid Waste	Revenue	Amount due for Solid Waste Services to Environmental Services Director (\$20,000), Environmental Service Code Enforcement (\$12,500), Auditor-Treasurer (\$6,000), and Sheriff (\$55,000) for 2023	\$93,500.00

LID

Fund From	Fund To	Reason	Amount
Lake Improvement District	Revenue	Amount due from the Lake Improvement District for the 2023 expenses for Watercraft Inspection vehicle expenses (\$3,000) and Water Festival expenses (\$1,000)	\$4,000.00

Jail Debt

Fund From	Fund to	Reason	Amount
Capital Equipment Fund	Public Safety Center-Debt Service	Transfer of funds from the Capital Equipment Fund per the County CIP plan allocated to pay a portion of the 2023 principal and interest on the Public Safety Center Bonds	\$628,925.00

Parks

Fund From	Fund to	Reason	Amount
Capital Equipment Fund	Park Acquisition Fund	Transfer of funds from the Capital Equipment Fund per the County CIP plan allocated to pay the 15% grant match for the Sunrise Prairie Trail	\$209,520.00

Board Approved on _____, 2024

Chisago County Request For Board Action

Meeting Date: February 7, 2024	Item Number: 11*****
Title of Item for Consideration: Transfer Funds and Annual Carryover of Dedicated Funds	
Action Requested by: Kristin Waddell, Deputy Auditor-Treasurer	Department: Chisago County Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Governmental Accounting Standards give the County Auditor-Treasurer authority to designate the restricted and assigned dedicated funds for the County Balance Sheet. However, in order to easily track these funds a budget adjustment to the current budget needs to be made and for transparency purposes the Board should approve these adjustments that outline the carryover amounts from the 2023 budget into the 2024 budget. Attachment(s): Budget Adjustment Request	
Action Requested/Recommended: The County Board is respectfully requested to approve the transfers and budget adjustments. The following motion is recommended; <i>“Move to approve the recommended transfers and budget adjustments.”</i>	
Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to. 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>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Budget Adjustment Request

this form MUST be completed electronically

2024

year

Department Name: AUDITOR-TREASURER

Department Head: KRISTIN WADDELL

Reason and description of the proposed change to the Budget:

TO ADJUST 2024 BUDGET FOR DEDICATED FUNDS CARRIED OVER FROM THE 2023 BUDGET

Is this proposed budget change a net expenditure to the county?

Yes/No

YES

If yes, can other expenditures be cut from this department to offset this net expenditure?

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

Account Description	Account #					Additional \$ Amounts	
	Fund	Dept	Program	Service	Object	Revenue	Expenditure
LAW LIBRARY - BUDGET CARRYOVER	01	25	000	0000	6899		(132,368)
ELECTIONS - BUDGET CARRYOVER	01	71	000	0000	6898		(161,404)
ATTORNEY FORFEITURES - BUDGET CARRYOVER	01	93	000	0000	6898		(34,998)
RECORDER COMPLIANCE - BUDGET CARRYOVER	01	103	000	0000	6899		(1,666,712)
RECORDER EQUIPMENT - BUDGET CARRYOVER	01	103	000	0000	6898		(539,590)
CONTINGENCY - BUDGET CARRYOVER	01	179	000	0000	6898		(125,630)
SHERIFF FORFEITURES - BUDGET CARRYOVER	01	203	000	0000	6898		(29,484)
SHERIFF RESERVE - BUDGET CARRYOVER	01	207	000	0000	6898		(9,824)
SHERIFF CONTINGENCY - BUDGET CARRYOVER	01	210	000	0000	6898		(6,253)
GUN PERMITS - BUDGET CARRYOVER	01	211	000	0000	6898		(137,549)
PROJECT LIFESAVER - BUDGET CARRYOVER	01	212	000	0000	6898		(5,986)
JAIL CANTEN - BUDGET CARRYOVER	01	252	000	0000	6898		(181,516)
E911 - BUDGET CARRYOVER	01	287	000	0000	6898		(468,248)
CONTROLLED SUBSTANCE - BUDGET CARRYOVER	01	290	000	0000	6898		(298)
WATER PLAN TRUST - BUDGET CARRYOVER	01	611	000	0000	6898		(265,307)
WATER FESTIVAL - BUDGET CARRYOVER	01	611	000	0000	6898		(14,932)
SEWER GRANTS - BUDGET CARRYOVER	01	614	000	0000	6898		(45,494)
WATERCRAFT INSPECTION - BUDGET CARRYOVER	01	619	000	0000	6898		(125,561)
ERGONOMICS - BUDGET CARRYOVER	01	149	000	0000	6898		(6,492)
LABOR MGMT/ WELLNESS - BUDGET CARRYOVER	01	149	000	0000	6898		(19,564)
SAFETY - BUDGET CARRYOVER	01	149	000	0000	6898		(14,712)
RETIREE/SPECIAL PAYOUTS - BUDGET CARRYOVER	01	149	000	0000	6898		(74,687)
HARRIS SHOP IMPROVEMENTS - BUDGET CARRYOVER	03	325	000	0525	6898		(1,300,000)
HHS STATE UNWINDING - BUDGET CARRYOVER	05	420	000	0000	6898		(278,844)
HHS MISC GRANTS - BUDGET CARRYOVER	05	430	000	0000	6898		(238,847)
HHS RESTRICTED FUNDS - BUDGET CARRYOVER	05	460	000	0000	6898		(618,129)
BUILDING CIP - BUDGET CARRYOVER	11	05	000	0000	6898		(70,069)
BLDG HHW - BUDGET CARRYOVER	11	390	000	0000	6601		(17,000)
CIP ADMIN - BUDGET CARRYOVER	12	31	000	0000	6898		(11,567)
CIP TECHNOLOGY - BUDGET CARRYOVER	12	61	000	0000	6898		(383,770)
CIP ELECTIONS - BUDGET CARRYOVER	12	71	000	0000	6898		(95,411)
CIP MAINTENANCE - BUDGET CARRYOVER	12	71	000	0000	6898		(164,933)
CIP GENERAL GOV'T - BUDGET CARRYOVER	12	149	000	0000	6898		(60,122)
SHERIFF'S OFFICE - BUDGET CARRYOVER	12	201	000	0000	6898		(222,774)
CIP ARMER RADIO - BUDGET CARRYOVER	12	225	000	0000	6898		(322,910)
CIP HWY ADMIN - BUDGET CARRYOVER	12	310	000	0000	6898		(678,256)
SOLID WASTE HHW FACILITY - BUDGET CARRYOVER	14	392	000	0000	6898		(464,037)
Total Revenue & (Expenditures)						\$0	(8,993,278)
Net Revenue/ (Expenditure) change vs. Current Budget							(8,993,278)

County Administrator approval

YES	NO

Date

dd/mo/yr

--

Board approval

--	--

Date

--

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.

Chisago County Request For Board Action

Meeting Date: February 7, 2024	Item Number: 11
Title of Item for Consideration: Transfer Funds and Annual Carryover of Dedicated Funds	
Action Requested by: Kristin Waddell, Deputy Auditor-Treasurer	Department: Chisago County Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Governmental Accounting Standards give the County Auditor-Treasurer authority to designate the restricted and assigned dedicated funds for the County Balance Sheet. However, in order to easily track these funds a budget adjustment to the current budget needs to be made and for transparency purposes the Board should approve these adjustments that outline the carryover amounts from the 2023 budget into the 2024 budget. Attachment(s): Budget Adjustment Request	
Action Requested/Recommended: The County Board is respectfully requested to approve the transfers and budget adjustments.	
Implications of Action: If the transfers and budget adjustments are approved our financial reporting requirements will be adhered to. 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>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Budget Adjustment Request

this form **MUST** be completed electronically

2024

year

Department Name: AUDITOR-TREASURER

Department Head: KRISTIN WADDELL

Reason and description of the proposed change to the Budget:

TO ADJUST 2024 BUDGET FOR DEDICATED FUNDS CARRIED OVER FROM THE 2023 BUDGET

Is this proposed budget change a net expenditure to the county?

Yes/No

YES

If yes, can other expenditures be cut from this department to offset this net expenditure?

If a net expenditure, can this change be deferred until next budget year?

Auditor-Treasurer's comments:

Account Description	Account #				
	Fund	Dept	Program	Service	Object
LAW LIBRARY - BUDGET CARRYOVER	01	25	000	0000	6899
ELECTIONS - BUDGET CARRYOVER	01	71	000	0000	6898
ATTORNEY FORFEITURES - BUDGET CARRYOVER	01	93	000	0000	6898
RECORDER COMPLIANCE - BUDGET CARRYOVER	01	103	000	0000	6899
RECORDER EQUIPMENT - BUDGET CARRYOVER	01	103	000	0000	6898
CONTINGENCY - BUDGET CARRYOVER	01	179	000	0000	6898
SHERIFF FORFEITURES - BUDGET CARRYOVER	01	203	000	0000	6898
SHERIFF RESERVE - BUDGET CARRYOVER	01	207	000	0000	6898
SHERIFF CONTINGENCY - BUDGET CARRYOVER	01	210	000	0000	6898
GUN PERMITS - BUDGET CARRYOVER	01	211	000	0000	6898
PROJECT LIFESAVER - BUDGET CARRYOVER	01	212	000	0000	6898
JAIL CANTEN - BUDGET CARRYOVER	01	252	000	0000	6898
E911 - BUDGET CARRYOVER	01	287	000	0000	6898
CONTROLLED SUBSTANCE - BUDGET CARRYOVER	01	290	000	0000	6898
WATER PLAN TRUST - BUDGET CARRYOVER	01	611	000	0000	6898
WATER FESTIVAL - BUDGET CARRYOVER	01	611	000	0000	6898
SEWER GRANTS - BUDGET CARRYOVER	01	614	000	0000	6898
WATERCRAFT INSPECTION - BUDGET CARRYOVER	01	619	000	0000	6898
ERGONOMICS - BUDGET CARRYOVER	01	149	000	0000	6898
LABOR MGMT/ WELLNESS - BUDGET CARRYOVER	01	149	000	0000	6898
SAFETY - BUDGET CARRYOVER	01	149	000	0000	6898
RETIREE/SPECIAL PAYOUTS - BUDGET CARRYOVER	01	149	000	0000	6898
HARRIS SHOP IMPROVEMENTS - BUDGET CARRYOVER	03	325	000	0525	6898
HHS STATE UNWINDING - BUDGET CARRYOVER	05	420	000	0000	6898
HHS MISC GRANTS - BUDGET CARRYOVER	05	430	000	0000	6898
HHS RESTRICTED FUNDS - BUDGET CARRYOVER	05	460	000	0000	6898
BUILDING CIP - BUDGET CARRYOVER	11	05	000	0000	6898
BLDG HHW - BUDGET CARRYOVER	11	390	000	0000	6601
CIP ADMIN - BUDGET CARRYOVER	12	31	000	0000	6898
CIP TECHNOLOGY - BUDGET CARRYOVER	12	61	000	0000	6898
CIP ELECTIONS - BUDGET CARRYOVER	12	71	000	0000	6898
CIP MAINTENANCE - BUDGET CARRYOVER	12	71	000	0000	6898
CIP GENERAL GOV'T - BUDGET CARRYOVER	12	149	000	0000	6898
SHERIFF'S OFFICE - BUDGET CARRYOVER	12	201	000	0000	6898
CIP ARMER RADIO - BUDGET CARRYOVER	12	225	000	0000	6898
CIP HWY ADMIN - BUDGET CARRYOVER	12	310	000	0000	6898
SOLID WASTE HHW FACILITY - BUDGET CARRYOVER	14	392	000	0000	6898

Additional \$ Amounts

Revenue	Expenditure
	(132,368)
	(161,404)
	(34,998)
	(1,787,269)
	(539,590)
	(125,630)
	(29,484)
	(9,824)
	(6,253)
	(137,549)
	(5,986)
	(181,516)
	(446,463)
	(298)
	(265,307)
	(14,932)
	(45,494)
	(125,561)
	(6,492)
	(19,564)
	(14,712)
	(74,687)
	(1,300,000)
	(278,844)
	(238,847)
	(618,129)
	(70,069)
	(17,000)
	(11,567)
	(165,650)
	(95,411)
	(164,933)
	(60,122)
	(222,774)
	(322,910)
	(678,256)
	(464,037)
\$0	(8,873,930)

Total Revenue & (Expenditures)

Net Revenue/ (Expenditure) change vs. Current Budget

County Administrator approval

YES

NO

Date

dd/mo/yr

Board approval

Date

After the above approvals have been received, the Auditor-Treasurer's department will forward a copy of this document along with a copy of the "revised" Current Budget schedule to the department head requesting the change.



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
February 7, 2024**

TAB # 12

Recognition of Years with the County January and February

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Position	Years with County
Dawn L.	WIC Coordinator	31
Steven P.	Code Enforce Officer I	29
Kris S.	Division Sergeant	29
Wendy K.	Case Aide Veterans Svcs	29
Matthew B.	Deputy Sheriff	26
Ben M.	Commissioner	25
Brandon T.	County Sheriff	25
Mary V.	OSS/Case Aide WIC	23
Michael L.	Equipment Operator Hwy	23
Beth W.	GIS Specialist	22
Jon G.	Equipment Operator Hwy	22
Beth E.	Jail Sergeant	22
Brandon H.	Corrections Officer	20
Dustin S.	Investigator	19
Jeanette E.	Senior Social Worker	17
Alicia K.	Senior Social Worker	17

Rick G.	Commissioner	17
Janet R.	County Attorney	17
Peter C.	Equipment Operator Hwy	17
Tracy K.	Office Support Supv HHS	17
Karlene S.	Social Service Sup CPS	17
Stacy M.	Child Support Officer	16
Dennis W.	Asst DES Director	15
Thomas H.	Deputy Sheriff	15
Susan H.	Soil District Employee	13
Craig M.	SWCD Administrator	13
Casey T.	Soil District Employee	13
Mary Y.	Soil District Employee	13
Troy D.	Sanitarian	12
Daniel W.	I.T. Operations Lead	12
Julie R.	Custodian	12
Chad S.	Deputy Sheriff	12
Kurt S.	Env Serv Director	11
Kimberly D.	Deputy Audit/Treas III	11
Cynthia G.	Case Aide HHS	11
Grant K.	Division Sergeant	11
Karly O.	Lead Custodian	9
Danielle R.	Collection Officer-Admn	9
Rose T.	Corrections Agent Sr	8
Christine H.	Senior Social Worker	8
Reggie M.	Division Sergeant	8

Ashley R.	Jail Sergeant	8
Thomas S.	Equipment Operator Hwy	8
Jacob B.	Engineering Tech Senior	8
Thomas C.	Engineering Tech Senior	8
Mitchell A.	Equipment Operator Hwy	7
Sam G.	Correction Agent - Prob	6
Andrew N.	Telecommunicator	5
Pegi W.	Fiscal Officer HHS	5
Kimberly B.	Social Worker	4
Donald J.	Veteran Driver	4
Kristin S.	Case Aide HHS	4
Gretchen S.	Dep Aud/Treasurer II	4
Patricia F.	Office Support Spec HHS	3
Marlys D.	Commissioner	3
Rebecca D.	Case Aide HHS	3
Taylor F.	Deputy Sheriff	3
Selena S.	Social Worker - MSW	3
Sarah K.	Child Protection Worker	2
Heather W.	Case Manager	2
Scott O.	Corrections Officer	2
Karen L.	County Recorder	2
David B.	Custodian	2
Zachary A.	Corrections Officer	2
Wes P.	Engineering Tech Senior	2
Brittany K.	Case Manager	1

Jim S.	Commissioner	1
Roni L.	Office Support Attorney	1
Andrea M.	Child Protection Worker	1
Brandon P.	Asst County Attorney I	1
Michael N.	Deputy Sheriff	1

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 13
Title of Item for Consideration: North Branch Safe Routes to School – Letter of Support	
Action Requested by: Chase Burnham, County Administration	Department: County Administration
Previous Action on this Matter: None.	
Background: The City of North Branch and North Branch Area Public Schools have requested a letter of support from Chisago County for a Safe Routes to School Planning Assistance Grant. The current plan is from 2011 and updates are needed to meet the current needs of the community. There has been significant growth in North Branch and surrounding areas, with new developments and a new charter school within the area that did not exist when the original plan was developed. Attachment(s): Letter of Support	
Action Requested/Recommended: The County Board is respectfully requested to issue of letter of support for a Safe Routes to School Planning Assistance Grant. The following motion is suggested: <i>“Move to issue of letter of support for a Safe Routes to School Planning Assistance Grant.”</i>	
Implications of Action: The letter will support the City’s efforts to pursue funding for project from Safe Routes to School program Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

February 7, 2024

Re: Safe Routes to School Planning Assistance Grant

To Whom it May Concern:

This letter is in support of the City of North Branch and North Branch Area Public Schools Safe Routes to School Planning Assistance Grant. The current plan is from 2011 and updates are needed to meet the current needs of the community. There has been significant growth in North Branch and surrounding areas, with new developments and a new charter school within the area that did not exist when the original plan was developed.

The County supports the request from the City and School district because the request will benefit students, pedestrians, and cyclists in across multiple Chisago County governmental entities and improve the safety and health of Chisago County residents.

Sincerely,

Chair Marlys Dunne
Chisago County
Board of Commissioners

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 14
Title of Item for Consideration: 2024 CIP – County Administration Security and Remodel, Gregory Contracting	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: The County allocated \$50,000 of 2024 CIP (MNT-0193) for Office Security for County Administration at the November 11 th , 2023 Budget and Finance Meeting, and then approved the 2024 CIP plan as a part of the 2024 Budget.	
Background: The Chisago County Administration Office has security needs. It is the only department without cameras, or locks on the main entrance door. Additionally, it has 3 positions (1 Human Resources employee) not working in permeant office space. Human Resource Offices should have closed, volume secured meeting spaces due to the confidential calls and meetings they participate in. Gregory Contracting from Forest Lake has been asked to quote the work. Gregory has quoted \$34,420.00 for the building/infrastructure costs of the proposed security remodel. Attachment(s): - Gregory Contracting Quote - Gregory Construction Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the quote from Gregory Contracting for the County Administration Security and Remodel 2024 project. The following motion is suggested: “Move to approve the quote from Gregory Contracting for the County Administration Security and Remodel 2024 project.”	
Implications of Action: Approval will allow the County Administration Security and Remodel 2024 CIP project to proceed forward. Budget/Financial Implications: Funding for the project will come from the 2024 CIP, \$34,420.00. 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Project Contract for Remodel of Chisago County Administration Office

This Contract is entered into this ____ day of February 2024.

Between the County:

County of Chisago, a body politic and corporate,
313 North Main Street
Center City, MN 55012

and the Contractor:

Gregory Contracting
24700 Havel Ave
Forest Lake, MN 55025

The Project: Remodeling Project for Administration/Human Resources Office

County's Contract Administrator: Jon Eckel, Director of Enterprise Services / CIO

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Contractor's Proposed Construction Agreement and Quote, dated January 22, 2024, incorporated herein as Exhibit A.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein. To the extent that the terms contained in this Contract are inconsistent with the terms contained in Contractor's Proposed Construction Agreement and Quote, the terms of this Contract shall prevail.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all the Work deliver the required by the Contract Documents for the remodeling of the Administration Office all in conformance with the Contract Documents as listed in Article I, and more specifically described in the Quote contained in Exhibit A.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.
- 3.4 This Contract allows for a flexible starting date to occur on or after February 8, 2024. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and approval of the construction schedule by Director of Enterprise Services or designee thereof. The Contractor must notify the Director of Enterprise Services or designee thereof, in writing, at least two (2) weeks prior to the selected starting date.
- 3.5 The Contractor must complete all Work to under this Contract before May 31, 2024.

ARTICLE IV – CONTRACT SUM

4.1 The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Quote: Thirty-four Thousand Four Hundred Twenty Dollars and 00/100 (\$34,420.00).

4.2 The County shall pay a down payment as provided in the Contract Documents in the sum of \$15,489.00 within 15 working days of this Contract being signed by all of the parties.

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon the Quote submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents at the time specified in the Quote.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed to the satisfaction of the County and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 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 faxed 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.

7.2 If at any time the County determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. Contractor will name the County as an additional insured on all coverages below, with exception of Worker's Compensation.

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

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

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

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

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

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

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

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 The Contractor shall not subcontract or assign this Contract without the prior written consent of the County, which shall not be unreasonably withheld. The County will only provide written consent to assignment in the form of an assignment agreement which binds the assignee to perform any and all obligations of Contractor as provided under this Contract.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:

Jon Eckel, Director of Enterprise Services
313 North Main Street
Center City, MN 55012
(651)213-8201
Jon.Eckel@chisagocountymn.gov

The Contractor:

DJ Gregory
Gregory Contracting
24700 Hazel Avenue
Forest Lake, MN 55025
(651)213-0668
dj@gregorycontracting.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 The Contractor will retain all data and documents concerning this contract for a period of 6 years after the latter of the date of project completion or date of termination, whichever is later.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute

- §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
 - 4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota. The Arbitration provision as found in the Quote shall not apply.

(Signatures found on Page 6.)

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____
Chisago County Board Chair

Dated: _____

Attest: _____
Christine L. Vollrath
Clerk to the County Board

Dated: _____

CONTRACTOR: Gregory Contracting

STATE OF MINNESOTA)
) SS.
COUNTY OF CHISAGO)

By: _____
DJ Gregory, Owner

Dated: _____

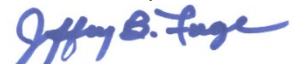
I, DJ Gregory, Owner of Gregory Contracting, being duly sworn, represent and warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the organization/corporation, intending this Project Contract to be a legally binding obligation of the entity.

Sworn before me this ____ day of _____, 2024

Notary Public

Reviewed as to Form:

JANET REITER, CHISAGO COUNTY ATTORNEY

By:  _____
Jeffrey B. Fuge, Assistant County Attorney

Dated: February 1, 2024

www.gregorycontracting.com

Quote

Customer

Date	Quote #
1/22/2024	9811

Date	Quote #
1/22/2024	9811

[illegible]

Total	\$34,420.00
--------------	-------------

A 3.5% credit card fee will be added to all credit card payments

Lic# BC692167
www.gregorycontracting.com
Chicago County Board of Commissioners
2/2/2024
(651) 213-0668

Gregory Contracting
10510 South Ave W Ste B
Chisago City, MN 55013

www.gregorycontracting.com

Quote

Exhibit A

Customer

Chisago County Court House
313 N. Main St.
Center City, Mn. 55012

Date	Quote #
1/22/2024	9811

Item	Description	Total
	new wall The cabinets and countertops to the right of the entrance will be removed and reset on the opposite wall in the adjoining office The drywall behind these cabinets will be patched Where these cabinets will be going will have the chair moulding removed from this wall and saved for a filler where a door is being removed The existing cabinets will be set up in the same configuration as there were prior The office where the cabinets were located will have a new 36" 1/2 lite door installed roughly 10" to the left of the existing opening This door will closely match all others but be a 1/2 lite door New door handles will be installed for the 2 new doors and these handles will match what we installed for the IT remodel The office where the existing cabinets were located will be painted The office where the door was removed will have the new wall only painted Permit application is part of this quote. The cost of the permit and related expenses is separate from this quote. Clean-up of all debris is in this quote This quote reflects current market pricing Prices may need to be adjusted prior to contract signing due to market conditions Financing is available upon request	

Total

A 3.5% credit card fee will be added to all
credit card payments

Lic# BC692167
www.gregorycontracting.com
Chicago County Board of Commissioners
(651) 213-0668
2/2/2024

Page 2

DJ Gregory
dj@gregorycontracting.com

7. ENTIRE AGREEMENT. This is the entire agreement between the parties hereto relating to the subject matter hereof, and there are no other agreements, representatives, statements, promises, warranties, or consideration, neither express nor implied, other than those expressly outlined in Exhibit A. In entering into this agreement, neither party has relied upon or been induced by any oral representations made or any information given by the other party. Note, we comply with NAHB (National Association of Home Builders) guidelines, and local building codes standards. Your project will adhere to these guidelines and standards as the minimum.

Dated: _____

Owner

Dated: _____

Owner

Dated: 11/23/2024

Gregory Contracting,

By

*** We comply with NAHB (National Association of Home Builders) guidelines, and local building codes standards.

*** All our employees undergo a minimum of 10 hours of OSHA training.

*** A 1.5% per month late fee may be applied for invoices over 30 days past due from the final invoice date.

Statement, including reasonable attorney's fees in connection therewith, as well as all other fees and costs allowed by statute. This shall be considered as the contractor's timely notice.

3. **CHANGE ORDERS.** The contracting parties must agree upon any deviation from the contract documents. The signature or verbal agreement of one of the OWNERS or their agents shall be deemed sufficient acceptance of the changes in the construction plans and specifications. Change orders will be bid and given to the homeowner for approval in a timely manner. OWNER will pay for change orders in full on or before 15 days from the time of the change order or before the work described in the change order is started. Due to non-payment of change orders or payments, Gregory Contracting has the right to terminate the contract.
4. **ALLOCATIONS.** The contract price herein contains allocations for certain materials specifically listed in the attached plans and specifications. The cost of items charged against a particular allocation shall include sales tax, labor to install if specified in the contract, and delivery costs. Installation costs over the allowance total will include the CONTRACTOR's normal .4 markup / overhead charge and will be billed as incurred. All excess materials are the property of the CONTRACTOR.
5. **ARBITRATION.** All claims or disputes arising out of this construction contract or the breach thereof shall be decided by arbitration in accordance with the rules and procedures adopted by the American Arbitration Association. The initiation or use of arbitration proceedings by either party shall in no way waive any rights of the CONTRACTOR to pursue remedies available under Mechanic's Lien laws.

Homeowner (initial)



Contractor (initial)

6. **PRICE.** The OWNER covenants and agrees to pay the CONTRACTOR for the improvements of said property in the sum of \$ 34,420.00 which sum shall be due and payable as follows: In the event the project completion is delayed because of material shortage or material delay, the balance of the contract will be due less 200% of the value on non-completed items.

<u>Activity and Stage</u>	<u>Amount</u>
Down Payment	\$ 15,489.00
Progress Payment due at the Start of moving cabinets	\$ 15,489.00
Final Payment	\$ 3,442.00

GREGORY CONTRACTING

Construction Agreement

This agreement is entered on this 24th day of January 2024 between Chisago County Court House (“OWNER”), and Gregory Contracting (“CONTRACTOR”).

For consideration hereinafter stated to be paid by the OWNER, the CONTRACTOR hereby covenants and agrees with the OWNER to make improvements upon the real property of the OWNER at 313 N. Main Street Center City, MN in accordance with the following terms and conditions:

1. PLANS AND SPECIFICATIONS. Said property to receive improvements in accordance with the plans and specifications heretofore agreed upon and approved by the parties, copies of which are attached hereto, and make a party hereof as
 2. “Exhibit A” is Quote # 9811. We are currently 12-14 weeks out depending on weather; this can change due to material availability and current projects taking longer.
2. **MECHANIC’S LIEN NOTICE.** The OWNER acknowledges that simultaneously with the execution of this agreement that he/she has received all written notices required under M.S.A 514.011 (Notice of Intention to File Mechanic’s Lien).

ATTENTION OWNERS

- a. **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- b. **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM YOUR CONTRACT PRICE; OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER THE COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**
- c. **In the event it becomes necessary for the CONTRACTOR to file a Mechanic’s Lien Statement because of non-payment by the OWNER of any sum required under this construction contract, then, and in that event, the OWNER shall pay in addition to all the sums required thereunder, the cost of preparation and filing of the Mechanic’s Lien**

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 15
Title of Item for Consideration: Purchase Motorola ARMER MCC 7500E Mobile Communications Equipment	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: Approved in 2023 CIP, ENTS-0088.	
Background: This project was approved in the 2023 CIP, due to delivery issues the project was not able to be quoted until end of 2023 / 1st part of 2024. Attachment(s): • Motorola Quote (available with Clerk of the Board)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to purchase the 2023 CIP budgeted MCC7500 E communications console equipment. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase 2023 CIP budgeted MCC7500 E communications console equipment.”</i>	
Implications of Action: This purchase will provide mobile radio console equipment that will be able to use for larger scale emergency events and provide the ability to have emergency back up communications at a different county facility. Budget/Financial Implications: The total cost will be \$156,311.00 to Motorola and approximately \$8,000.00 for other needed parts for this project. CIP project # ENTS-0088 Legal/Policy Implications: All purchasing / bid laws will be followed. This quote is using the State of Minnesota contract # 20927 - MN DOT 209493	
Administrator's Recommendation	
Approve <i>CEB</i>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 16
Title of Item for Consideration: Additional Cloud SharePoint Storage County Attorney Data Discovery Sharing	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: Since COVID the courts systems have moved to digital storage and sharing of court case related data and files. Because all of the law enforcement agencies have implemented body cameras and in squad cameras the volume of data has rapidly increased. Currently the rate of storage required is increasing by approximately 20 TB a year. Due to Minnesota data retention laws this data can not be just deleted when the case is over. Attachment(s): CDWG Microsoft Quote	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to issue the associated PO's and sign any needed documents to purchase the required added Microsoft storage to meet the needs of the County Attorney's office data sharing requirements. The following motion is suggested: <i>“Move to authorize the DES Director to issue the associated PO's and sign any needed documents to purchase the required added Microsoft storage to meet the needs of the County Attorney's office data sharing requirements.”</i>	
Implications of Action: This purchase will allow the County Attorney's Office to continue meeting the requirements of data sharing / disclosure and meet the MN data retention requirements. Budget/Financial Implications: The total cost will be \$35,8000.00 This funding has not been allocated, however does meet the requirements of the Public Safety special funding. Legal/Policy Implications: All purchasing / bid laws will be followed. This quote is using the State of Minnesota and / or GSA pricing.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

DAN WEBER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:

Thank you. Have a great day!

Adam Flynn
Executive Account Manager
866-723-3621
adamfly@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NSMW891	1/31/2024	10TB SHAREPOINT	4583375	\$17,900.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office 365 Extra File Storage Add-on - subscription license - 1 G	10000	5580209	\$1.79	\$17,900.00
Mfg. Part#: M9T-00002-12-SLG				
Electronic distribution - NO MEDIA				
Contract: MARKET				

SUBTOTAL		\$17,900.00
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$17,900.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CHISAGO COUNTY MICS DEPT. ACCTS PAYABLE 313 N MAIN ST SUITE 140 CENTER CITY, MN 55012-9663 Phone: (651) 213-0265 Payment Terms: NET 30-VERBAL	Shipping Address: CHISAGO COUNTY ENTERPRISE SERVICES DAN WEBER 313 N MAIN ST SUITE 140 CENTER CITY, MN 55012-9663 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Adam Flynn | (866) 723-3621 | adamfly@cdwg.com

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For more information, contact a CDW account manager.

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Chisago County Request For Board Action

Meeting Date: February 7, 2023	Item Number: 17
Title of Item for Consideration: 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants for Lake Associations	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: On September 7, 2022, Environmental Services Department staff submitted an ARPA Funding Requests memo outlining Water Resources projects, purchases and programs recommended for ARPA funding. On November 16, 2022, the Chisago County Board of Commissioners approved several of the ARPA fundings requests submitted by the Environmental Services Department, including \$250,000 for developing a Water Resource Match grant program for lake associations within Chisago County to apply for grant funding for projects initiated and completed by the lake associations. On April 5, 2023, the Chisago County Board of Commissioners approved the 2023 – 2024 Aquatic Invasive Species Treatment (AIS) and Education Grant Application, Program Criteria, and Grant Agreement for Lake Associations. In 2023, the county awarded a total of \$64,780.62 in grant funds to all seven lake associations located within the county, of which \$5,219.38 was left unspent and has been combined and rolled over to the 2024 grant award. Of the total \$250,000 in ARPA Water Resource Match funding, \$185,219.38 currently remains for the 2024 – 2025 grant awards.	
Background: Water Resources staff held a meeting on November 11, 2023, with presidents and leadership members of the seven lake associations in the county to determine their needs and priorities to develop the 2024 -2025 ARPA funded countywide AIS focused grant application program and goals. In addition, Water Resources staff developed a survey for lake associations to complete to provide additional input and comments to help update the grant application program. During the in-person meeting, and through the online survey, lake association members indicated the continual need for treatment of aquatic invasive species, the need for delineations, or reports that show where AIS is located in the lakes in their associations, the removal of carp from the lakes, and education programming and opportunities for their lake association members. Lake association members also suggested the ability to combine two-years of grant funding to use in one calendar year for a larger grant award. Water Resources staff developed the proposed 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants for Lake Association Application based on the needs identified by the lake association members. Lake association presidents and leadership members also had an opportunity to review drafts of the grant application and provide additional input. On January 8, 2024, the Chisago County Water Plan Policy Team reviewed the draft grant application and made several recommendations to reallocate the remaining funding, as shown in Table 1 and 2: 2024 – 2025, with the following program options. • Two-year grant award and program funding – 2024 and 2025 (Year 2 and 3), • \$13,230 total grant for combined Years 1 and 2. Minimum \$6,615 grant for Year 2,	

- Additional grant funding opportunity based on littoral area calculations,
- Reallocate the initial request of \$40,000 in ARPA Water Resources Grant funding for reducing internal loading of phosphorus in lakes countywide to the AIS Treatment and Education grants,
- Combine the 2024 and 2025 Base and Littoral Area Grants to use in 2024 as lake associations may request or to use in 2025.
- Year 3 (2025) – evaluate proposal to distribute any remaining previously allocated funding.

The Water Plan Policy Team recommended a grant amount of \$6,615 issued to each of the seven lake associations for the 2023 and 2024 application years, along with additional grant funding eligibility based on the percentage of littoral acres on lakes within each lake association. The combined total grant award for 2024 and 2025 is \$185,220. The total award for 2024 is \$92,610 (\$46,305 in base award and \$46,305 in littoral area grants).

If a lake association has not spent its committed funds in 2024, those remaining committed funds will be combined and rolled into the 2025 programs year for possible grant activity in 2025. All ARPA Water Resources Grant Funding must be encumbered by December 31, 2024 and spent by December 31, 2025 and the proposal as outlined should satisfy the ARPA fund commitment requirements and deadlines.

Attachment(s):

- ARPA AIS Treatment and Education Grant Application Chisago County
- Grant Agreement - ARPA Funded AIS Treatment and Education Grant (Lake Association)

Action Requested/Recommended: The County Board is respectfully requested to approve the 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants for Lake Associations. The following motion is suggested:

“Move to Approve the 2024 – 2025 Aquatic Invasive Species Treatment and Education Grant Application, Program Criteria, and Grant Agreement Designating, Committing, and Encumbering \$185,220 in Funding for Lake Associations as presented at tonight’s meeting”

Implications of Action: Recommended Board action would authorize Chisago County to implement the 2024 – 2025 Aquatic Invasive Species Treatment and Education Grant Application and Program Criteria for Lake Associations.

Budget/Financial Implications: The 2024 – 2025 Aquatic Invasive Species Treatment and Education Grants will be implemented using ARPA funding. There are no direct county levy budget implications at this time.

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

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

CHISAGO COUNTY
2024 Aquatic Invasive Species Treatment and Education Grant Program for Lake Associations
Sub-Recipient Grant Agreement
(ARPA Funded)

This Grant Agreement (this “Agreement”) is entered into by and between Chisago County, Minnesota, (“County”), and the _____, a lake association located within the territorial boundaries of the Chisago County on the following recitals, terms and conditions:

Recitals

WHEREAS, the Chisago County Board of Commissioners has authorized and approved the Aquatic Invasive Species Treatment and Education Grant Program (“Grant Program”) as a grant reimbursement program for lake associations with a 501(c)3 status within Chisago County to develop and implement aquatic invasive species treatment, education or outreach projects; and

WHEREAS, the County is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury; and

WHEREAS, the Chisago County Board of Commissioners has authorized the allocation and distribution of ARPA grant funds in the amount of \$250,000 towards the purpose of the Aquatic Invasive Species Treatment and Education Grant Program, with \$92,610 being allocated to the 2023 grant cycle; and \$92,610 being allocated to the 2024 grant cycle; and

WHEREAS, the Grantee has submitted to the County an application for a grant from the Grant Program, and in reliance on the representations, certifications and warranties made by the Grantee herein and in said application, the Chisago County Water Plan Policy Team has make a recommendation to award the Grantee a grant in ARPA funds in the amount of _____ for the purposes of implementing Aquatic Invasive Species Treatment, Education or Outreach projects on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the grant award and enter into this Grant Agreement and, thereby, become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

Terms and Conditions

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing. Notwithstanding the effective date of this Agreement, Grantee may seek reimbursement of those costs incurred no earlier than February 7, 2024 and no later than December 31, 2024 that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2024 grant program year.

2. GRANT AWARD

The County has awarded Grantee a grant in an amount of ARPA funds not to exceed _____ for the purpose of implementing Aquatic Invasive Species Treatment, Education or

Outreach projects as described in the grant application of Grantee. Grantee agrees to utilize funds awarded for such purposes and consistent with ARPA and this Agreement.

3. COMPLETE AGREEMENT

The complete Agreement of the County and Grantee consist of those terms, conditions set forth herein and those contained in the grant announcement document, attached hereto as Exhibit 1. Additionally, the completed grant application and supporting documentation submitted by Grantee is made part of this Agreement and the same is attached hereto as Exhibit 2.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARPA

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the GRANTEE, when requesting ARPA funds for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any documentation to support such expenditures. Said invoice must include a statement, signed by the GRANTEE, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

The COUNTY shall disseminate funds within twenty (20) days of receipt of Grantee's invoice. The dissemination of ARPA funds shall only occur after the COUNTY reviews the GRANTEE's application to ensure that all expenditure requests qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified in the ARPA. All payments from the COUNTY to the GRANTEE are further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARPA.

6. EVOLUTION OF ARPA GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the GRANTEE, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the GRANTEE.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The GRANTEE shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The GRANTEE agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the GRANTEE, its officers, directors, employees, and/or agents relating to the GRANTEE's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The GRANTEE shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

11. MAINTENANCE AND AUDIT OF RECORDS

The GRANTEE shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, the SAO, and the US TREASURY for six (6) years following completion or termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the GRANTEE agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

GRANTEE

COUNTY

Chisago County Environmental Services Department
Attn: Susanna Wilson Witkowski, Water Resources Manager
313 N. Main Street, Suite 240
Center City, MN 55012
651-213-8380
Susanna.Wilson@chisagocountymn.gov

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Minnesota, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Chisago County, Minnesota.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The GRANTEE shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the GRANTEE for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

(Signatures Found on Next Page)

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2024.

Signatures:

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

For the County:

By: _____ Dated: _____
Marlys Dunne, Chairperson

Attest:

By: _____ Dated: _____
Christina Vollrath, Clerk of the Board

Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By:  _____ Dated: _____
Jeffrey B. Fuge,
Chisago County Assistant County Attorney

For GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed the Agreement on behalf of GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances. GRANTEE further certifies and represents that the contents of the Application and all supporting documentation are true and correct to the best of the GRANTEE's knowledge and understanding and that GRANTEE is duly authorized to receive said grant consistent with state and federal law, applicable regulations and program guidelines as described in this Grant Agreement and referenced herein

By: _____ Dated: _____
Printed Name: _____
Title: _____



2024 - 2025 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANTS for LAKE ASSOCIATIONS

APPLICATIONS DUE: 4:30 p.m. on March 8, 2024

BACKGROUND

As a part of the Federal American Rescue Plan Act (ARPA), the Chisago County Board of Commissioners have allocated a total of \$250,000 of their total \$10.9M Coronavirus State and Local Fiscal Recovery (SLFRF) fund allocation to Chisago County Water Resources programming serving lake associations within Chisago County.

Chisago County issued a grant application to distribute the American Rescue Plan Act (ARPA) Water Resources Grant Funding of approximately \$70,000 for 2023. In 2023, the county awarded a total of \$64,780.62 in grant funds to lake associations, of which \$5,219.38 will be rolled over for the 2024 grant award.

The grant award amounts for 2024 and 2025 is \$92,610 each (\$185,219.38 - \$185,220 total over two years remain, of the total \$250,000 grant amount for Aquatic Invasive Species (AIS) Treatment and Education and Outreach projects). Projects must comply with state statutes requiring that funds are to be used “solely to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the County.”

The following amounts are allocated to each lake association with a 501(c)(3) status within Chisago County, based on a base grant amount and percentage of littoral acres on lakes within each lake association, and upon receipt of a qualified and approved application. If a lake association does not use all of their base and littoral grant funding in 2024, the leftover funds will be combined, rolled into 2025 and divided equally with the other lake associations for a possible larger grant activity in 2025. All ARPA Water Resources Grant Funding must be encumbered by December 31, 2024 & spent by December 31, 2025.

Table 1: 2024-2025 Treatment Grant Based on \$13,230 Base and Littoral Area - \$92,610 Total Grant Award Each Year

Lake Association	2024 \$6,615 Base Grant	2025 - \$6,615 Base Grant (or \$13,230 Base Grant if Base not spent in '24)	Littoral (Acres)	% of Total	2024 & 2025 Grant Based on Littoral Acres (2025 grant amount pending rollover of unspent funds)
Comfort Lake Association Comfort and Little Comfort Lakes	\$6,615	\$6,615	106	1.73%	\$801.08
Goose Lake Association North & South Goose, Mandall & Rabour Lakes	\$6,615	\$6,615	430	7.04%	\$3,259.87
Green Lakes Association Green, Little Green Ellen Lakes	\$6,615	\$6,615	1,343	22%	\$10,187.10
Center Lakes Association North & South Center Lakes	\$6,615	\$6,615	1,169	19.14%	\$8,862.78
Chisago Lindstrom Lakes Association Chisago, North Lindstrom, South Lindstrom, Kroon Lakes	\$6,615	\$6,615	1,087	17.80%	\$8,242.29
Pioneer Lake Homeowners Association Pioneer Lake	\$6,615	\$6,615	77	1.26%	\$583.44
Rush Lakes Improvement Association East & West Rush Lakes	\$6,615	\$6,615	1,895	31.03%	\$14,368.44
Total	\$46,305	\$46,305 Minimum	6,107	100%	\$46,305

Each lake association listed in Table 1 above may apply to the 2024 AQUATIC INVASIVE SPECIES TREATMENT and EDUCATION GRANT using this application. The County will provide the funds to each lake association in the form of a reimbursement grant. On the grant application form, each lake association must explain how the funds will be used for AIS treatment, and/or outreach and education programming. Each lake association will enter into an agreement with the county. The person listed on the application should be the primary contact for the grant, authorized to sign the grant agreement, and be responsible for submitting grant reimbursement requests and the final Activities Report.

APPLICANT GUIDELINES

1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due October 4, 2024. The county will provide reimbursement after receiving the Activities Report.
2. The Activities Report, due by October 4, 2024, must include a copy of:
 - a. The 501(c)(3) or Employee Identification Number for your lake association,
 - b. Itemized list of funds spent, including all invoices,
 - c. Minnesota Department of Natural Resources (DNR) Aquatic Plant Management permit,
 - d. Spray log (or equivalent),
 - e. Map of treatment area,
 - f. Plant or carp survey or delineation report,
 - g. Plant or carp survey or delineation invoice,
 - h. All grant contracts indicating other funding received for treatment (from a DNR treatment grant, lake association, watershed district, or lake improvement district, etc.),
 - i. Any other information required under the grant's reporting requirements.
3. Grantee may seek reimbursement costs incurred no earlier than February 7, 2024, and no later than October 4, 2024, that are incurred toward the implementation of Aquatic Invasive Species Treatment, Education or Outreach projects which are awarded a grant for the under the 2024 grant program year.
4. If the report of activities is not received by October 4, 2024, the award may be forfeited by the grantee, unless otherwise arranged and an alternative due date is given.
5. The treatment area for Eurasian watermilfoil, curly-leaf pondweed, invasive phragmites, purple loosestrife, starry stonewort, and zebra mussels must be confirmed via a population or delineation survey.
6. The county will accept population or delineation surveys completed in 2022 and 2023. The survey may be done by the same company conducting treatment.
7. Grant must fund treatment activities of an AIS species already present in the waterbody.
8. The applicant is responsible for carrying out all activities related to their proposal, including (but not limited to): fiscal management, labor, and materials, permitting and reporting requirements, and carrying proper insurance.
9. Funds cannot be used for purchasing or supplying food.
10. All proposals must comply with applicable federal, state, and local laws, rules, and ordinances.
11. All activities for which reimbursement is requested must take place in Chisago County during the 2024 calendar year.
12. Treatment of AIS is the preferred use of the ARPA funding and the majority of grant funding identified in Table 1 should be dedicated to all forms of control, maintenance of equipment, carp related activities, and plant surveys and/or delineations as part of treatment activity. Other eligible grant funding includes AIS education and outreach activities.
13. All grant funds must be encumbered by December 31, 2024, and spent by December 31, 2025.

14. Commitment to use funds: On July 1, 2024, please update Water Resources staff on current use of funds.

APPLICANT ELIGIBILITY

Those eligible to apply for available funds include lake association with a 501(c)(3) status within Chisago County. All proposed activities must take place in Chisago County.

ELIGIBLE ACTIVITIES

- All forms of AIS control, such as chemical treatments, biological treatments, and mechanical harvesting are covered by this grant.
- Maintenance of equipment as part of an AIS treatment activity.
- Plant surveys and delineations as part of an AIS treatment activity.
- Carp population surveys, barriers and or removal activities. Carp population surveys must be submitted to receive reimbursement for carp removal activities.
- AIS education and outreach to help prevent the introduction or limit the spread of AIS, including education materials, supplies, printing and promotions, professional services (including grant writing), program fees (facility fees, hired educators/speakers).

Consideration of additional cost categories is at the discretion of Chisago County.

QUESTIONS

Direct all questions to Susanna Wilson Witkowski at susanna.wilson@chisagocountymn.gov or 651-213-8380.

SUBMISSION

All applications are due by 4:30 p.m., March 8, 2024. Email applications to: susanna.wilson@chisagocountymn.gov

AWARD CRITERIA

No awards will be allocated until the grant application period has closed. Chisago County will distribute the available funds to all applicants whose applications meet the grant requirements following the allocations identified in Table 1. Funding is provided on a reimbursement basis. An Activities Report funded by an award under this program is due October 4, 2024. The county will provide reimbursement after receiving the Activities Report. **If a lake association has not spent its awarded base and littoral grant funds in 2024, those remaining funds will be combined and rolled into 2025 for possible larger grant activity in 2025.** All ARPA Water Resources Grant Funding must be encumbered by December 31, 2024 & spent by December 31, 2025.

TIMELINE 2024 Grants

- Grant will open on February 8, 2024
- Applications are due March 8, 2024, *Water Plan Policy Team Review on March 11
- Grant award letters will be sent out April 5, 2024 *County Board Review on March 20
- Reports of activities must be submitted by October 4, 2024, unless otherwise arranged.

TIMELINE 2025 Grants

- Grant will open on October 11, 2024
- Applications are due November 1, 2024, *Water Plan Policy Team Review on November 4
- Grant award letters will be sent out November 29, 2024 *County Board Review on November 20
- Reports of activities must be submitted by December 1, 2025, unless otherwise arranged.

Table 2: 2024-2025 Treatment Grant Options

*Please select the one of the following options for the 2024 grant award.

Options for Spending in 2024: *All ARPA Water Resources Grant Funding must be spent by December 31, 2025.	Select Option for the 2024 Grant Award
1. Apply for the 2024 Base Grant and 2024 Grant Based on Littoral Acres, or	☐
2. Roll-over to 2025, the 2024 Base Grant and 2024 Grant Based on Littoral Acres, combine with the 2025 grants awards, apply for the 2025 grants.	☐
3. Combine the 2024 and 2025 Base Grant and 2024 and 2025 Grant Based on Littoral Acres and apply for the combined 2024/2025 grants.	☐
Options for Spending in 2025: *All ARPA Water Resources Grant Funding must be spent by December 31, 2025.	Select Option for the 20254 Grant Award
1. Apply for the 2025 Base Grant and 2025 Grant Based on Littoral Acres, or	☐
2. Combine the 2024 and 2025 Base Grant and 2024 and 2025 Grant Based on Littoral Acres and apply for the combined 2024/2025 grants.	☐

*Considering the ARPA fund commitment deadlines, given the nature of the funding, we encourage you to combine and apply for all the 2024 and 2025 funding to be spent before December 31, 2024.

*The program funding is subject to ARPA restrictions and requirements. Any unspent funds may be withdrawn at any time.

1. APPLICANT INFORMATION

Applicant Name (Organization):			
Contact Person Name and Title:			
Address:			
Phone Number:		Email:	
By submitting this grant application on behalf of the organization listed above, I agree my project lead will fully participate in the assessment and evaluation process, including but not limited to submitting reports and invoices on time, information as requested, and completing and submitting the provided Activities Report. Additionally, the project lead will follow all application guidelines for use of funds if awarded.			
Date:			
Additional Staff/Contracting Agency (Add Additional Lines if Necessary):			
Name:	Position:	Organization:	Contact Information:

2. PROJECT INFORMATION – CONTROL, PLANT SURVEYS and CARP ACTIVITIES

Please list individually list the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (chemical treatments, biological treatments, and mechanical harvesting, plant or carp surveys and delineations, and carp activities). Please use additional sheets if necessary.

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

Waterbody Name:					
Amount Requested:					
Approximate Start Date:					
Treatment, Survey/Delineation or Carp Activity Method	Species Requested	Requested Dimensions	Commercial Treatment Company	Treatment Action	Amount Requested

3. PROJECT INFORMATION – MAINTENANCE, EDUCATION AND OUTREACH

Please list individually the amount requesting and treatment information for each lake for which the lake association is requesting grant funding (maintenance of equipment and education and outreach activities). Please use additional sheets if necessary.

Waterbody Name:				
Amount Requested:				
Approximate Start Date:				
Maintenance of Equipment	Maintenance Company	Education and Outreach Activities	Additional Education and Outreach Activities	Amount Requested

4. PROJECT DESCRIPTION

Describe your project. Provide a clear articulation of the project goal(s) and scope of work to be undertaken including identification of major tasks to be accomplished. Please use additional sheets if necessary.

Briefly describe your organization's history of AIS and water quality management. How will the proposed project assist your organization in reaching certain AIS or lake management goals? Please use additional sheets if necessary.

List and describe any required permits or approvals to be obtained prior to project implementation.

**Are DNR Aquatic Plant
Management Permits required?**

**Yes (If yes, list DNR Permit
number)**

No

***Note that required DNR permits must be received before project funding can be finalized.**

Besides the project lead, staff, and consultant, please list any community partners, citizen commission members, or others that will be involved in the project and what their role will be. Add additional lines as needed. Please use additional sheets if necessary.

Name	Agency/Position	Role in Project

5. PROJECT COSTS (GRANT REQUEST TOTAL COSTS)

Project Costs (GRANT REQUEST TOTAL COSTS):	
List and describe the objectives that will comprise your project and estimated cost of each objective. Please list the Objective Category and description for each project.	
Objective Categories (Control, Maintenance, Survey/Delineations, Carp Activities, Education/Outreach)	Amount of Treatment Grant Program Request Total
1.	
2.	
3.	
4.	
5.	
Project (Treatment Grant Request) Total Costs:	\$

6. TOTAL PROJECT REVENUES

Project Revenues:			
Include other grant revenue sources, matching dollars, and in-kind contributions for your project, if any.			
Project Sponsors	Cash Contribution	In-Kind Contribution	Total Project Support
1.			
2.			
3.			
4.			
Total: All Project Sponsors			
Treatment Grant Amount Requested			
Grant Totals	\$	\$	\$

I certify that my answers are true and complete to the best of my knowledge.

Name of Authorized Representative (please print) _____

Authorized Representative Signature: _____ Date: _____

Office Use Only

Overall YTD funding request for this lake/lake association (including this application): \$	
Water Plan Policy Team Recommendations:	
Water Plan Policy Team Recommended:	Date:
Chisago County Board of Commissioners Action:	
Chisago County Board of Commissioners Approved:	Date:

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 18
Title of Item for Consideration: Notice of Public Hearing – 2024 Fee Schedule – Changes in Recorder Fees	
Action Requested by: Karen Long, County Recorder	Department: Recorder’s Office
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the County’s Fee Schedule. The County approved the 2024 Fee Schedule on January 2 nd , 2024.	
Background: Due to technology changes within the Recorder’s Office, the current 2024 Chisago County Fee Schedule, which includes fees for services provided by the County offices, departments, courts, and employees and is pursuant to Minnesota Statutes (MN 373.41), needs to be changed. Any changes to the Fee Schedule requires a Public Hearing. Attachment: - Public Hearing Notice – February 21st, 2024 2024 Chisago County Fee Schedule – Recorder Changes - Current 2024 Chisago County Fee Schedule - Landshark Fee Change Letter	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners moved to approve a Public Hearing for February 21st, 2024 at 7:00 p.m. for 2024 Fee Schedule – Changes in Recorder Fees. The following motion is suggested: “Move to approve a Public Hearing for February 21st, 2024 at 7:00 p.m. for 2024 Fee Schedule – Changes in Recorder Fees.”	
Implications of Action: By approving a Public Hearing for February 21st, 2024 at 7:00 p.m. for 2024 Fee Schedule – Changes in Recorder Fees, the County can change the previously approved 2024 County Fee Schedule. 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>CEB</u>		Deny _____	Other _____
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____



COUNTY OF CHISAGO

COUNTY ADMINISTRATOR

Chisago County Government Center
313 North Main Street Room 170
Center City, MN 55012-9663
Phone: 651-213-8830 Fax: 651-213-8876

CHISAGO COUNTY BOARD OF COMMISSIONERS NOTICE OF PUBLIC HEARING CHISAGO COUNTY RECORDER FEE SCHEDULE CHANGES

The Chisago County Board of Commissioners will conduct a public hearing at 7:00 pm on Wednesday, February 21, 2024 in the County Boardroom of the Chisago County Government Center, located at 313 North Main Street, in the City of Center City, MN for purpose of receiving written or oral comments on the on the Chisago County Recorder's Office Fee Schedule.

All persons interested may appear and be heard at the time and place as set forth above or may file written comments with the Clerk of County Board prior to the date of hearing at the County Administration Office at 651-213-8877.

By Order of the
Chisago County
Board of Commissioners



COUNTY OF CHISAGO

KAREN M. LONG, COUNTY RECORDER/REGISTRAR OF TITLES

Chisago County Government Center

313 North Main Street, Room 270

Center City, MN 55012-9663

PHONE: 651-213-8580 RECORDER@CHISAGOCOUNTYMN.GOV

January 30, 2024

Please be advised that beginning March 1, 2024, online access via LandShark will require the below fees. This change coincides with our move to the new user interface for LandShark.

Monthly subscription rates: \$50 (flat rate)

Image views: \$.25/page viewed (no pages included in the flat rate)

Daily credit card usage rates: \$7 access fee + \$3/document viewed

Online access is available via: [LandShark :: Log In \(chisagocounty.us\)](https://landshark.chisagocounty.us)

For information on the new LandShark interface, please see the following video:

<https://www.youtube.com/watch?v=WYQDhXlfo9w>

Our office is also available Monday-Friday from 8am-4:30pm for record access. Photocopies will be charged at \$1/page.

There is nothing you need to do at this time, as this change will take place automatically. If you choose not to continue your subscription with the fee changes, please notify our office before February 28, 2024.

We appreciate your continued business and are happy to assist you if you have any questions about these changes.

Sincerely,

Karen Long

Karen Long, Chisago County Recorder/Registrar of Titles

karen.long@chisagocountymn.gov

651-213-8585

County Surveyor Fees	
Hardcopy Prints 22" x 34" or Digital Copy	
Subdivision Plats, CIC Plats and Registered Land Surveys	\$10.00 per Plat
County Right-of-Way Plats	\$5.00 per Page
Half Section Parcel Map	\$10.00 per Half Section
Hardcopy Prints 22" x 34"	
Aerial Photo	\$15.00 per Half Section
Overlay-Aerial Photo with Parcel Lines	\$20.00 per Half Section
Overlay-Parcel Lines with Contours	\$25.00 per Half Section
Overlay-Aerial Photo, Contours and Parcel Lines	\$30.00 per Half Section
Overlay-Parcel Lines, Contours and Planimetric Features	\$30.00 per Half Section
Hardcopy Prints 11" x 17" or Smaller	
Aerial Photo	\$5.00
Overlay-Aerial Photo with Parcel Lines	\$10.00
Overlay-Parcel Lines with Contours	\$10.00
Overlay-Aerial Photo, Contours and Parcel Lines	\$17.00
Overlay-Parcel Lines, Contours and Planimetric Features	\$17.00
Data Pricing for Orthometric Photographs	
5000' x 5000' Tile	\$200.00
Data Pricing in Digital Form	
1' Contours, Planimetric Features and/or Orthometric Photos	\$20.00 per Acre

RECORDER	FEE
Copy attested	\$2.00 per document
Copy certified – Plat	\$15.00
Copy certified	\$10.00
Copy plain	\$1.00 per page
Copy plain – plat	\$10.00
Fax/mail/email fee	\$5.00
General Torrens	\$20.00 per additional certificate that a document is memorialized on
Land Records reports	\$25.00
Lien-Hospital	\$5.00
Notary filing	\$20.00
Notary – verify/certify commission	\$25.00
Ordination	\$20.00 INCREASE TO \$25
Birth certificate	\$26.00

Birth certificate additional	\$19.00
Birth certificate noncertified	\$13.00
Birth verification	\$9.00
Death certificate noncertified	\$13.00
Death certificate amendment	\$40.00
Death certificate	\$13.00
Death certificate additional	\$6.00
Marriage certificate certified	\$9.00
Marriage license amendment	\$25.00
Marriage license felony REMOVE	\$25.00 REMOVE
Marriage no record found	\$9.00
Marriage license fee	\$115.00
Marriage license reduced fee	\$40.00
Marriage license lost/destroyed	\$25.00
Marriage certificate noncertified	\$9.00
Marriage ceremony performed by Recorder	\$50.00
Search	\$20.00
Vital Record Report	\$15.00
Abstract document recording	\$46.00 plus \$10 for each additional reference number over 4 on satisfactions
Abstract plat recording	\$56.00
Torrens plat recording	\$56.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Torrens document recording	\$46.00 plus \$40 for each additional certificate of title created and \$20 for each additional certificate memorialized
Well certificate	\$50.00
Condition of certificate REMOVE	\$50.00 REMOVE
Release mobile home tax lien recording	\$30.00
Release state tax lien recording	\$30.00
Federal tax lien recording	\$46.00
State tax lien recording	\$0
Mobile home tax lien recording	\$0
Military discharge recording	\$0 for veteran
Refile federal tax lien	\$46.00
Refile state tax lien	\$0
Withdraw federal tax lien recording	\$46.00
Withdraw state tax lien recording	\$0
LandShark set up fee	\$50.00
250 page monthly fee (until new LandShark is released)	\$50.00 any pages not used at the end of the month are lost
500 page monthly fee (until new LandShark is released)	\$100.00 any pages not used at the end of the month are lost

1,000 page monthly fee (until new LandShark is released)	\$200.00 any pages not used at the end of the month are lost
1,500 page monthly fee (until new LandShark is released)	\$300.00 any pages not used at the end of the month are lost
2,000 page monthly fee (until new LandShark is released)	\$400.00 any pages not used at the end of the month are lost
50 addition pages at the end of the month (until new LandShark is released)	\$10.00 any pages not used at the end of the month are lost
One time LandShark user fee	\$5.00
Per page viewed and/or printed	25 cents
Credit card company charges additional fees for the use of a credit or debit card.	

New fees to be adopted once new LandShark is in use:

LandShark set up fee	\$50
Monthly LandShark subscription fee per	\$50
page viewed/printed fee- Escrow	.25/pg
LandShark one time use fee- access fee	\$7
Per document viewed- One time use	\$3

New fees to be adopted once ArchSearch is in use:

Daily (24 hour) use fee	\$10
Weekly use fee	\$30
Monthly use fee	\$75
Year subscription	\$300

Chisago County Request for Board Action

Meeting Date: February 7, 2024	Item Number: 19
Title of Item for Consideration: Surplus Property Disposition Policy	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
Background: The Surplus Property Disposition Policy shall govern the disposal/disposition of the County's surplus, obsolete or unused supplies, materials and equipment. Attachment(s): DRAFT Surplus Property Disposition Policy	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the DRAFT Surplus Property Disposition Policy, subject to County Attorney approval as to form. The following motion is suggested: <i>“Move to approve the DRAFT Surplus Property Disposition Policy, subject to County Attorney approval as to form.”</i>	
Implications of Action: By approving the policy, the County will be in compliance with State law. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. FINAL Approval would be subject to County Attorney approval as to form	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

CHISAGO COUNTY

DISPOSAL OF COUNTY PROPERTY POLICY

I. PURPOSE

This policy shall govern the disposal/disposition of the County's surplus, obsolete or unused supplies, materials and equipment.

II. DEFINITIONS

DISPOSAL/DISPOSITION: The act of getting rid of something unwanted by sale, trade-in, donation, transfer or destruction.

SURPLUS PROPERTY: Damaged, obsolete or unnecessary personal property including, but not limited to, vehicles, equipment, furnishings, movable fixtures, tools, wires and cabling and clothing.

OBSOLETE: Supplies, materials or equipment no longer in use or no longer useful, but possessing some value.

OBSOLETE WITH ZERO VALUE: Supplies, materials or equipment that are obsolete but which, due to its condition or state of repair, has a zero value.

PUBLIC CORPORATION: The term "public corporation" means a corporation formed solely for public and governmental purposes.

III. RESPONSIBILITIES OF COUNTY DEPARTMENT HEADS AND COUNTY EMPLOYEES

1. It shall be the responsibility of County department heads and employees to refrain from the destruction, transfer or sale (hereafter "disposition") of the County's surplus, obsolete or unused supplies, materials and equipment except when such disposition is made in compliance with the requirements of this policy and, further, in compliance with applicable State law.
2. Department heads shall maintain records of the disposition of surplus, obsolete or unused supplies, materials or equipment according to the Chisago County Retention and Destruction Schedule.
3. The department head shall make a good faith effort to estimate the reasonable market value of the property to be disposed of.
4. The department head shall not sell any County property to an officer or employee of Chisago County unless the following requirements are met:
 - a. The employee is the highest responsible bidder at a public auction (or public auction website) and he/she is not directly involved in the auction; or

- b. The employee is the highest responsible bidder following the solicitation of competitive bids pursuant to law and provided he/she is not directly involved in the sealed bid process. M.S. 15.054.

IV. DISPOSITION OF SURPLUS PROPERTY

Departments that wish to dispose of Surplus Property (as defined herein) shall follow the Procedures indicated in the policy and Procedures

1. Determine value of Surplus Property

- a. Surplus Property valued at less than \$500 may be sold, donated or considered solid waste to be recycled.
- b. Property valued at greater than \$500 may only be sold or donated.
 - i. The value of Surplus Property to be sold shall be determined through the sale

2. Sale of Surplus Property

- a. The transfer of the Surplus Property may occur by bid or public auction after Notice upon terms advantageous to the County.
- b. Any sale or disposition of Surplus Property to the United States of America or any agency thereof, the State of Minnesota, or any other political subdivision located in the State may occur pursuant to Minnesota Statutes, Section 471.64. Any such Surplus Property disposition to the U.S. shall occur in accordance with its rules and regulations.
- c. Any sale of the Surplus Property does not require Board of Commissioner approval.

3. Donation of Surplus Property

- a. Any Surplus Property offered for sale pursuant to Section 2 (above) of this Policy and Procedure for which no offer or bid has been received after at least two Notices published with at least a fifteen (15) day period between each Notice, shall be eligible for donation.
- b. Donations of Surplus Property must satisfy a “public purpose.”
 - i. “Public purpose” generally means that the donation will benefit the community and is related to the functions of government.
- c. Surplus Property will satisfy the “public purpose doctrine” and may be donated to the following entities
 - i. Other Governmental Entities; and
 - ii. Non-profit entities whose purpose or mission is to educate persons.
 - iii. For donations to other entities, consult County Attorney regarding satisfaction of a valid “public purpose.”

4. Costs associated with the Donation of Surplus Property

- a. The Donee shall pay all of the costs associated with the County’s donation of the Surplus Property. These costs shall include, but not be limited, to transportation

and shipping costs, including loading and unloading, taxes, tariffs, storage costs upon the Surplus Property leaving the county facility, any governmental permits or fees, and all labor costs associated with the transportation and storage of the Surplus Property.

V. PUBLIC AUCTION

Chisago County uses [Public Surplus](#) to manage their entire surplus inventory or decommissioned property, while at the same time maintaining compliance with state regulations and policies. The system's specific features allow for the reallocation or auctioning of surplus items or decommissioned property without actual, or the appearance of: waste, favoritism or collusion. Public Surplus assures compliance with state and local regulations and policies.

The State of Minnesota requires that public agencies maintain audit-records detailing the disposition of every surplus item. Public Surplus satisfies this requirement by maintaining complete records of all transactions on our system. The history of each item listed for auction will be saved for up to seven years. Agencies have the ability to easily obtain a



MINNESOTA INTER-COUNTY ASSOCIATION

2024 LEGISLATIVE PRIORITIES



BENTON • BLUE EARTH • CARVER • CHISAGO • CROW WING • DAKOTA • OLMSTED • OTTER TAIL • RICE • SCOTT • SHERBURNE • STEARNS • ST. LOUIS • WASHINGTON • WINONA



2024 LEGISLATIVE PRIORITIES

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Priority legislative recommendations are highlighted in blue on the following pages.

TAX AND FISCAL POLICY PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Increase County Program Aid (CPA) appropriation annually to account for inflation.**
- **Modernize state statutes governing the disposition of tax-delinquent property in response to the United States Supreme Court Decision in *Tyler v. Hennepin County*.**
- **Enact a refund exemption for all sales tax paid on construction materials for local government projects.**
- Increase state election aid.
- Ensure sustainable funding for deputy registrars.
- Exempt counties from the sales tax on motor vehicles used for road maintenance, similar to the township exemption under current tax law.
- Ensure sufficient annual state funding to complete border-to-border broadband to all unserved and underserved areas.
- Strengthen transparency and local control of property taxation, and streamline budget reporting, truth in taxation, and related state mandates.
 - ❖ *Oppose reimposition of limited market value.*
 - ❖ *Allow counties to align preliminary tax statement and truth in taxation notification requirements with taxpayer preferences, including allowing for optional notification by mail.*
 - ❖ *Oppose any new, overly prescriptive financial and budget reporting mandates upon counties, and relieve counties of existing, multiple-budget reporting requirements. Support the elimination of expensive budget and financial statement publication requirements, especially when web publication better serves the information needs of most constituents.*
 - ❖ *Oppose the reimposition of levy limits, enact property tax freezes, or reverse referendums on proposed property tax increases.*
 - ❖ *Bring consistency to the determination of net tax capacity for property classes by using two class rates.*

TRANSPORTATION PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Provide an additional \$200 million of state appropriations to fund Federal Infrastructure Investment and Jobs Act (IIJA) match requirements.**
- **Appropriate \$200 Million in bonds for the Bridge Replacement Program and \$250 Million for the Local Road Improvement Program and Grants.**
- **Establish base funding for the Local Road Wetland Replacement Program (LRWRP) combined with budget reform within the Board of Water and Soil Resources (BWSR).**
- **Retain the distribution of proceeds from the sales tax on leased vehicles established in 2017 and reaffirmed in 2023.**
- Determine transportation greenhouse gas (GHG) emissions and vehicle miles traveled (VMT) impacts on a statewide programmatic level that considers the differences on mitigation opportunities throughout the state as well as extending the implementation date or deadline until effective evaluation tools can be developed. MICA requests exempting projects that are being planned to mitigate known safety issues from GHG and VMT assessment.
- Accelerate the implementation of the full dedication of sales tax on auto parts for transportation purposes.
- Improve the eminent domain appraisal process for property owners.
- Maintain current law related to setting speed limits on county roads.
- Provide state support for funding of turnback roads.
- Assure the integrity of the highway user tax distribution fund and oppose efforts to divert dedicated transportation revenue to other uses.
- Require state water and wetland permitting agencies to implement recommendations to streamline the water and wetland permitting process.
- Improve safety of unprotected railroad crossings.
- Impose no additional increase in truck weight limits in 2024.
- Retain local decision-making authority on seasonal road restrictions.
- Maintain local decision-making authority on road right-of-way matters.

HUMAN SERVICES PRIORITIES

MICA supports and urges the 2024 Legislature to:

- Provide adequate funding for child protection services.
- Dedicate state funds to counties to modernize and streamline health and human services programs and technology.
- Evolve waivers into ongoing administrative efficiencies/MnCHOICES administrative timelines.
- Modify human services financing:
 - ❖ Address excessive county cost shares for State Operated Services.
 - ❖ Exempt certain county cost shares for Mentally Ill and Dangerous (MID) treatment beds.
 - ❖ Establish a sensible Maintenance of Effort (MOE) policy.
- Fund housing and housing supports:
 - ❖ Increase affordable housing stock.
 - ❖ Expand metro-wide housing support for the homeless.
- Support additional state investment to address workforce shortages in the health and human services system:
 - ❖ Invest in provider and staffing shortages impacting individuals with disabilities.
- Strengthen state investment in the state's behavioral health care system:
 - ❖ Provide bonding for Crisis Residential Centers (CRCs) and Intensive Residential Treatment Services (IRTS) facilities for both adults and children.
 - ❖ Establish and fund statewide children's mental health initiatives to build service infrastructure and supports.
 - ❖ Create a Medical Assistance benefit for Children's Mental Health Care Services.
 - ❖ Address eligibility and funding gaps between elderly waivers and disability waivers for older adults with significant mental/behavioral health care needs.
- Change educational neglect response from child protection to child welfare.
- Allow virtual supervised visitation for families receiving child protection services.
- Include county input in the restructuring of the Minnesota Department of Human Services (DHS).
- Fund Safe Harbor/No Wrong Door for sexually-exploited youth.
- Support and fund implementation of the Minnesota Olmstead Plan.
- Support the closure of unused foster care beds.
- Protect counties from unintentional DHS financial errors.
- Increase licensing fees for certain types of foster care settings.

PUBLIC HEALTH PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Strengthen the local public health system to protect the health and safety of all Minnesotans through reliable funding:**
 - **Provide reliable funding for infectious disease prevention and control.**
 - **Allocate stable funding for family home visiting.**
- **Invest in mental health and adopt a mental health and well-being framework that supports a more comprehensive approach.**
- **Prevent youth tobacco addiction/vaping use.**
- Streamline Minnesota's food safety system.
- Advance technology to support efficiencies in the provision and coordination of care.
- Ensure flexibility in use of funding for chronic disease prevention.
- Support opioid prevention/Settlement Fund.
- Expand coverage for Medical Assistance services delivered by front-line health care providers.

CORRECTIONS AND PUBLIC SAFETY PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Provide full funding for probation services and supervised release, and annually increase state appropriations for inflation.**
- **Ensure access to appropriate mental health services for all youth and provide juvenile detention facilities with the resources and expertise needed to address mental health illnesses.**
- **Strengthen state funding for the Mental Health Continuum of Care, including ensuring county Jails are not used as a default placement for individuals in need of mental health treatment services.**
- Ensure bail reform initiatives address programmatic impacts on county community supervision.
- Provide adequate state funding to counties and local governments for locally administered addiction response efforts.
- Provide base funding to all counties for emergency management planning and preparedness activities.
- Clarify the determination of "County of Financial Responsibility" for juvenile placements.

PENSIONS AND OTHER LOCAL GOVERNANCE PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Maintain and strengthen funding stability for PERA Pension Plans.**
- **Do not expand the current law presumption that PTSD workers compensation claims are employment related.**
- **Provide ongoing funding for the Public Safety Officer Benefit Account under Minn. Stats. §299A.465 and Duty-Disability Employee Benefit Costs.**
- Support efficient implementation of earned sick and safe time.
- Continue prior law pertaining to authority to set staffing ratios in employment contracts.
- Reform the Metropolitan Council.
- Clarify recently enacted cannabis legalization laws.
- Amend state law to allow special elections to fill mid-term vacancies for County Attorney or County Sheriff.
- Support local control by eliminating or moderating state requirements that limit the ability of county boards to make certain compensation and benefits decisions.
- Maintain the current definition of disabled veterans and the preference points awarded to disabled veterans in recognition of their service to the Country.

ENVIRONMENT PRIORITIES

MICA supports and urges the 2024 Legislature to:

- **Allocate 100% of solid waste management tax revenues to solid waste management activities.**
 - **Provide full capital funding for solid waste management infrastructure.**
 - **Support waste-to-energy (WTE) as an eligible energy technology.**
 - **Preserve the solid waste management hierarchy as defined in Minn. Stats. 115A.02.**
 - **Support Product Stewardship program requirements.**
-
- Increase state aid for aquatic invasive species and establish base funding for terrestrial invasive species management.
 - Ensure state resources are available for the long-term care of closed landfills.
 - Increase funding for repair and replacement of problematic septic systems.
 - Take state action to slow and mitigate the spread of Emerald Ash Borer (EAB) including managing the resulting volume of wood waste.

**To learn more about The Minnesota Inter-County Association,
our 2024 Legislative Priorities, or our member counties, go to:**

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