

Chisago COUNTY USA | BOARD OF COMMISSIONERS

Commissioners:

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

Board of Commissioners
REGULAR MEETING – Wednesday, August 7, 2024
County Board Room, Room 172

County Administrator
Chase Burnham

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: (<i>discussed in detail as requested</i>) | |
| 2.) Payment of County's Warrants for HHS | TAB 2 |
| 3.) Opioid Settlement Q2 Staff Expenses | TAB 3 |
| 4.) Mileage Reimbursement past 60 days | TAB 4 |
| 5.) SHIP 239 Grant Agreement – Chisago County Parks Department | TAB 5 |

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 – Opioid Settlement Q2 Staff Expenses | TAB 3 |
| 4.) HHS Committee Recommendation – Mileage Reimbursement past 60 days | TAB 4 |
| 5.) HHS Committee Recommendation – SHIP 239 Grant Agreement – Chisago County Parks | TAB 5 |
| 6.) Minutes from the July 17, 2024, Meeting | TAB 6 |
| 7.) Payment of County's Warrants and Miscellaneous Bills | TAB 7 |
| 8.) Recognition of County Staff August Anniversaries | TAB 8 |
| 9.) Acceptance of Donations – Children's Water Festival | TAB 9 |
| 10.) Application for Abatement (reduction) of Property Taxes | TAB 10 |

Presentation – Lakes Center for Youth and Families (LC4YF)

- Jaime Prettnner, Executive Director

Other Business of the County Board

- | | |
|--|--------|
| 11.) HHW Facility Prof./Tech. Services Contract between Chisago County and KOMA, Inc. | TAB 11 |
| 12.) Tyler Technologies EP&L Third-Party Software and Hardware | TAB 12 |
| 13.) Equipment Expenditure Request – 89' Side Carpeting for Assessor and Probation Offices | TAB 13 |
| 14.) Equipment Expenditure Request – Ballistic Vests and Supv. Tools for Probation Agents | TAB 14 |
| 15.) Finishing County Administration/Human Resources Remodel Project | TAB 15 |
| 16.) Out of State Travel Request – ProPhoenix Users Conference, WI Dells | TAB 16 |
| 17.) OpenGov Order Form & Master Services Agreement | TAB 17 |
| 18.) SpyGlass Technology Audit Invoice | TAB 18 |
| 19.) TurnKey Corrections Agreement | TAB 19 |
| 20.) Provide School Resource Officer Services – Rush City School | TAB 20 |

- 21.) UKG Renewal – HR and Payroll Application
22.) HR Policies – Lactation Support Policy and Employee Wellness Policy

TAB 21

TAB 22

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.

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Wednesday, August 14th – Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
- Wednesday, August 21st – Special Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
 - Recorder
 - Assessor
 - Administration/Human Resources/Facilities-Maintenance
 - Public Works
 - Health and Human Services
 - Sheriff's Office
- Wednesday, August 21st – Chisago County Board of Commissioners Meeting at 6:30 p.m. in the Chisago County Boardroom
- Wednesday, August 28th – Special Chisago County Budget and Finance Workshop at 3:00 p.m. in the Chisago County Boardroom
 - Probation
 - County Attorney
 - Auditor-Treasurer
 - Enterprise Services
 - Environmental Services
 - Partner Orgs. (ERCLB, Ag. Society, Extension, Historical Society, HRA-EDA, SWCD)
- Wednesday, September 11th – 13th – Association of MN Counties Fall Policy Conference – Arrowwood Conference Center – Alexandria MN
- Wednesday, September 11th – Employee Recognition Picnic at 11:30 a.m. at the Chisago County Government Center
- Monday, December 9th – 11th – Association of MN Counties Annual Conference – DoubleTree Hotel – Bloomington, MN

Robert Benson

Health and Human Services Director

Office (651) 213-5600

Robert.Benson@chisagocountymn.gov

Memo To: Chisago County Commissioners

From: Robert Benson; Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: July 31, 2024

I. Department Updates/Highlights:

Health and Human Services is currently working to address some of our in-office workspace issues. We recently conducted a survey of HHS employees and many staff indicated that they were open to either sharing cube space or having more of an open space concept. Additionally, the lack of available in-person meeting space was highlighted by many employees and is potentially impacting the work that is getting done. We are looking at the option of converting some of our current cube workstations to tables or communal workstations to allow for shared space as well as additional meeting space for groups collaborating.

We are continuing the process to move Child Support to a paperless solution. The kickoff meeting was held July 10th and we are currently proceeding with discovery of business processes, end user training, and go live functionality. Additionally, we have received estimates for the data migration and are currently working to accomplish this within the current budget.

Health and Human Services continues to work through the 2024 legislative changes. Many of the changes involve the new Department of Children Youth and Families (DCYF) and the current child protection system in Minnesota. DCYF was established July 1, 2024 and is expected to be fully staffed and implemented July 1, 2025.

Beginning July 1 of this year, if a county becomes the financially responsible agency for a child we must notify (by certified mail) the child, the child's parent(s), the guardian ad litem, the legally responsible agency, and the legal counsel appointed for the child. This will require at least five certified letters for each child in our care/custody. The state is now requiring an annual report of these funds collected, beginning July 1, 2025. These funds have historically been reported to the Federal Government and reviewed by audit.

The state will be implementing a new process for child fatality/near fatality reviews, effective July 1, 2025. This will modify the child mortality review panel membership, move the review requirements to a different statute, and require reviews to proceed even during active investigations or pending litigation.

DCYF has also been directed to evaluate child maltreatment reporting processes and systems in other states and develop recommendations on implementing a statewide system for reporting child maltreatment in Minnesota, with a report due to the legislature June 1, 2025. The state is considering moving to a state intake and screening system, rather than the current county system.

Beginning August 1, 2026, the age for a delinquent child and juvenile petty offender will raise from 10 years old to 13 years old. Juveniles who commit delinquent acts or petty offenses before age 13 will then be treated as a child in need of protection or services and be referred to human services, rather than the courts. This will shift the responsibility for those children from the courts and probation to Health and Human Services Children's Services.

The state will be requiring an additional Out of Home Placement Plan summary beginning March 1, 2025. This will be a summary of the plan developed by the worker but will require additional time to produce and distribute.

The Minnesota African American Family Preservation and Child Welfare Disproportionality Act also passed. This sets new requirements for social service agencies and the courts, for African American and other disproportionately represented children in the child protection system. It begins as a phase-in program for Hennepin and Ramsey Counties, January 1, 2025. Effective statewide January 1, 2027. This requires active efforts (as opposed to reasonable efforts) in the development of the safety plan and active efforts to locate relatives and ensure family visitation. It requires clear and convincing evidence of serious emotional or physical harm if remaining at home to order out-of-home placement for an African American or disproportionately represented child. Additionally, it limits the court's ability to terminate parental rights.

There will also be Legislative impacts in our Aging and Disabilities and Behavioral Health Unit. For our MnCHOICES assessments the timelines have been modified to allow 20 working days for an assessment, rather than 20 calendar days. It also extends the validity of the MnCHOICES assessments from 60 days to 365 days. Over time, this should help to address our backlog of MnCHOICES assessments.

The Community First Services and Supports (CFSS) program begins October 1, 2024. This will replace the current personal care assistance (PCA) and the Consumer Support Grant (CSG). For counties the process and the work will be similar, but we will no longer be allowed to collect the 5% fee that is allowed under CSG. This will result in the same work with no state compensation.

While there was some additional funding allocated for some behavioral health programs such as Respite Services, School-linked Behavioral Health grants, and provider rate increases; there were reductions in other areas as well, Mobile crisis, Intensive Residential Services (IRTS), and transitions to the community services.

The Direct Care and Treatment (DCT) agency was established, as well, as the duties and powers of the DCT Board. Some of the recommendations from the Task Force on Priority Admissions to State-Operated Treatment Programs were established, as I mentioned at a previous Board Meeting. However, the expansion of beds to the level recommended by the Task Force was not approved and the bill does not address the permanent elimination of certain does not meet medical criteria (DNMC) county cost shares. The Task Force is scheduled to continue its work.

One of the most significant actions was recognition that the technology in Human Services is in need of significant overhaul and upgrade. While the Legislature did not allocate sufficient funding to overhaul the system they did allocate \$10 million to DHS to begin consulting with counties to find an alternate system(s) for the future.

II. Financial Notes:

As we sort through the significant amount of legislation that was passed this year, we are evaluating how it will impact some of our state and federal allocations. Our Targeted Case Management (TCM) Rates were adjusted. Most of the rates are an increase and should result in an

increase in billable revenue for Health and Human Services.

	<u>2024</u>	<u>2025</u>	<u>Change</u>
Child Welfare Targeted Case Management	\$471	\$434	-\$37
Childrens Mental Health TCM	\$747	\$945	\$198
Vulnerable Adults/Developmental Disability	\$447	\$697	\$250
Adult Mental Health TCM	\$447	\$697	\$250

These are noteworthy increases for some of our TCM rates.

Direct Care and Treatment daily cost of care rates have generally increased:

	<u>FY2024</u>	<u>FY2025</u>	<u>Change</u>
Anoka-Metro Regional Treatment Center	\$2,106	\$2,320	\$214
Child and Adolescent Behavioral Services	\$3,496	\$2,415	-\$1,081
Community Behavioral Health Hospitals	\$1,818	\$1,989	\$171
Forensic Mental Health Program	\$1,061	\$1,154	\$93
Transition Services	\$747	\$817	\$70
Nursing Home Services	\$894	\$1,028	\$134

Placement of individuals is one of our most expensive costs. It is almost entirely funded by County levy dollars and is a mandated service. It also continues to be one of our least predictable costs. Halfway through 2024 we have paid over \$1.15 million in out of home placement costs for children and adults. The good news here is that we are currently running within our 2024 budget and underspent by about \$190,000.

As we continue to receive our 2025 state and federal allocations, we are noting that many are coming in very close to or lower than our 2024 allocations were.

III. Staffing Updates:

Over the last month, Health and Human Services has hired new supervisors in Aging and Disabilities, Behavioral Health, and Public Health. These were all internal promotions from within their departments. Additionally, Public Health has hired a new Planner and two Community Health Specialists. The Children's Services unit has hired two Case Managers to replace departing Case Managers.

We are currently recruiting two Public Health Nurses and a Family Services Aide, in our Children's Services unit and a Case Aide for our front desk operations.

IV. Review Requests for Board Action:



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

TAB # 2

Payment of County's Warrants for HHS

Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
8/9/2024	\$ 27,720.10	8/7/2024	Commissioners Warrants
7/9/2024	\$ 371.47		Auditor Warrants
7/19/2024	\$197,830.51		Auditor Warrants
	\$225,922.08	Total	

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

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7/31/2024

10:37:42AM

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

Page 1

Chisago County Board of Commissioners
August 7th 2024

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

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5 Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Chisago County Board of Commissioners
August 7th 2024

Vendor		Warrant Description		Invoice #		Account/Formula Description	
No.	Name	Amount	Service Dates	Paid On	Blhf #	On Behalf of Name	
9297	Allen/Theresa						
2	05-430-700-0125-6335	16.80	TRAVEL EXPENSE-MILEAGE 06/11/2024 06/28/2024			Worker Travel	N
1	05-430-700-0127-6335	140.35	TRAVEL EXPENSE-MILEAGE 05/21/2024			Mh Travel	N
9297	Allen/Theresa	157.15	2 Transactions				
10292	AMAZON CAPITAL SERVICES						
5	05-430-700-0000-6401	123.63	SUPPLIES 07/09/2024		14TP-KTMP-TM6J	General Supplies	N
4	05-430-700-0000-6401	77.42	SUPPLIES 07/21/2024		1D36-TXX7-1XCK	General Supplies	N
8	05-451-430-0000-6401	21.90	SUPPLIES 07/23/2024		1DG4-JRNX-4CFX	General Supplies	N
6	05-420-600-0000-6401	22.08	SUPPLIES 07/11/2024		1NFM-3MR7-7LDD	General Supplies	N
6	05-430-700-0000-6401	33.13	SUPPLIES 07/11/2024		1NFM-3MR7-7LDD	General Supplies	N
7	05-420-600-0000-6401	67.96	SUPPLIES 07/11/2024		1NFR-76QT-7R17	General Supplies	N
7	05-430-700-0000-6401	101.93	SUPPLIES 07/11/2024		1NFR-76QT-7R17	General Supplies	N
3	05-430-700-0000-6401	28.87	SUPPLIES 07/24/2024		1PJK-PWFD-6WTY	General Supplies	N
10292	AMAZON CAPITAL SERVICES	322.08	8 Transactions				
9	05-460-310-0000-6111	65.00	07/18/2024 PER DIEM 07/18/2024			Per Diems for Opioid Council	Y
		65.00	1 Transactions				
20053	BREEZY POINT RESORT						
10	05-420-640-0126-6240	810.00	TRAVEL EXPENSE-LODGING 09/08/2024 09/11/2024		COLLINS.MICHELLE lvd Training		N
20053	BREEZY POINT RESORT	810.00	1 Transactions				
3756	CHILDREN'S DENTAL SERVICES						
11	05-451-480-0000-6841	259.49	TRANSPORTATION - HYGIENE TEAM 06/06/2024 06/06/2024			Community Services	N
12	05-451-480-0000-6841	259.49	TRANSPORTATION - HYGIENE TEAM			Community Services	N



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Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name		Account/Formula		Rpt		Amount	Warrant Description		Service Dates		Invoice #		Account/Formula Description	
No.	Account/Formula	No.	Account/Formula	Accr	Rpt				06/20/2024		06/20/2024		Paid On Bhf #		On Behalf of Name	
3756	CHILDREN'S DENTAL SERVICES					518.98			06/20/2024		06/20/2024		2 Transactions			
203002	CHISAGO COUNTY ATTORNEY'S OFFICE					10,175.00			ATTORNEY/PARALEGAL BILLING		2024 QTR 2		Iv-D Legal Co Atty		N	
	05-420-640-0000-6383								04/01/2024		06/30/2024		1 Transactions			
203002	CHISAGO COUNTY ATTORNEY'S OFFICE					10,175.00										
203004	CHISAGO COUNTY SHERIFF'S OFFICE					60.00					07/15/2024		24-1541		Cc Sheriff Sop & Bailiff	N
	05-420-640-0000-6385								07/15/2024		07/15/2024		24-1542		Cc Sheriff Sop & Bailiff	N
17	05-420-640-0000-6385					60.00			07/15/2024		07/15/2024		24-1543		Cc Sheriff Sop & Bailiff	N
15	05-420-640-0000-6385					60.00			07/15/2024		07/15/2024		24-1545		Cc Sheriff Sop & Bailiff	N
18	05-420-640-0000-6385					60.00			07/15/2024		07/15/2024		24-1580		Cc Sheriff Sop & Bailiff	N
19	05-420-640-0000-6385					60.00			07/19/2024		07/19/2024		24-1581		Cc Sheriff Sop & Bailiff	N
14	05-420-640-0000-6385					60.00			07/19/2024		07/19/2024		6 Transactions			
203004	CHISAGO COUNTY SHERIFF'S OFFICE					360.00										
1263	CHRISTENSON/BRANDIE					49.53			TRAVEL EXPENSE-MILEAGE		06/03/2024		06/28/2024		Worker Travel	N
	05-451-470-0000-6335								06/03/2024		06/28/2024					
20	05-451-470-0000-6844					117.46			TRAVEL EXPENSE-MILEAGE		06/03/2024		06/28/2024		MECSH Grant Exp	N
1263	CHRISTENSON/BRANDIE					166.99										
30177	CINTAS CORPORATION					6.88			WEEKLY RUG SERVICE		07/09/2024		4198093199		General Administration	N
	05-420-600-0000-6241								07/09/2024		07/09/2024		4198093199		General Administration	N
23	05-430-700-0000-6241					13.76			WEEKLY RUG SERVICE		07/09/2024		4198093199		Other Expense	N
23	05-451-430-0000-6800					15.57			WEEKLY RUG SERVICE		07/09/2024		4198891000		General Administration	N
10	05-420-600-0000-6241					6.88			WEEKLY RUG SERVICE		07/15/2024		4198891000		General Administration	N
22	05-430-700-0000-6241					13.76			WEEKLY RUG SERVICE		07/15/2024		4198891000		General Administration	N



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name	Rpt	Warrant Description		Invoice #	Account/Formula Description	1099	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On	Blf #	On Behalf of Name		
22	05-451-430-0000-6800		15.57	07/15/2024 WEEKLY RUG SERVICE	07/15/2024	4198891000	Other Expense	N	
	05-420-600-0000-6241		6.88	07/15/2024 WEEKLY RUG SERVICE	07/15/2024	4199594949	General Administration	N	
	05-430-700-0000-6241		13.76	07/22/2024 WEEKLY RUG SERVICE	07/22/2024	4199594949	General Administration	N	
	05-451-430-0000-6800		15.57	07/22/2024 WEEKLY RUG SERVICE	07/22/2024	4199594949	Other Expense	N	
	05-420-600-0000-6241		6.88	07/22/2024 WEEKLY RUG SERVICE	07/22/2024	4200237783	General Administration	N	
24	05-430-700-0000-6241		13.76	07/29/2024 WEEKLY RUG SERVICE	07/29/2024	4200237783	General Administration	N	
24	05-451-430-0000-6800		15.57	07/29/2024 WEEKLY RUG SERVICE	07/29/2024	4200237783	Other Expense	N	
30177 CINTAS CORPORATION			144.84	12 Transactions					
25	8302 COX/BREANNA		231.26	TRAVEL EXPENSE-MILEAGE					
	05-430-700-0128-6335		231.26	07/09/2024	07/10/2024	1 Transactions Child Prot Staff Travel			
35	5160 DHS MAPS		146.10	06/2024 FEDERAL OFFSET FEES					
	05-420-640-0000-6298		2,136.00	07/30/2024	07/30/2024	A300C419512	Fed Tax Offset	N	
26	05-430-720-3140-6051		2,282.10	BSFE CO MATCH	06/01/2024	A300MC132571	Pos Other Child Care	N	
27	1926 DNA DIAGNOSIS CENTER		81.00	GENETIC TESTING					
	05-420-640-0000-6264		81.00	07/01/2024	07/01/2024	12401062024	Paternity Costs	Y	
29	9259 Gau/Alison		2,934.38	CONTRACTED COMMUNITY HEALTH					
	05-451-440-0000-6837		365.62	07/08/2024	07/21/2024	Federal Vaccine Grant Exp 04/21-12/21			
28	05-451-480-0000-6800			CONTRACTED COMMUNITY HEALTH					*** Other Expenditures ***



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Chisago County Board of Commissioners
August 7th 2024

Vendor			Rpt		Amount	Warrant Description	Invoice #		Account/Formula Description
No.	Name	Accr	Paid On	On Behalf of Name					
No. Account/Formula			Bhf #						
9259	Gau/Alison				3,300.00	2 Transactions			
2770	GIEM/CINDIE				52.26	05/20/2024			Worker Travel
	05-451-430-0000-6335					06/25/2024			
2770	GIEM/CINDIE				52.26	1 Transactions			
30285	HEMOCUE AMERICA				1,540.00	06/04/2024		3408305	Public Health Supplies
	05-451-472-0000-6435					1 Transactions			
30285	HEMOCUE AMERICA				1,540.00				
5978	HENNEPIN COUNTY				399.93	06/24/2024		228482	Ma Transportation
	05-420-650-0000-6005					06/27/2024		228503	Ma Transportation
31					611.65	07/09/2024		229485	Ma Transportation
32					254.07	07/10/2024		229534	Ma Transportation
33					470.50	07/24/2024		229965	Ma Transportation
39					230.55	07/24/2024		229966	Ma Transportation
38					65.87	6 Transactions			
36					2,032.57				
5978	HENNEPIN COUNTY								
90061	INNOVATIVE OFFICE SOLUTIONS LLC				143.46	07/09/2024		4579735	General Supplies
40					295.34	07/09/2024		4579735	General Supplies
40					405.04	07/09/2024		4579735	General Supplies
41					18.48	07/12/2024		4584805	General Supplies
42					25.49	07/23/2024		4591988	General Supplies
42					52.48	07/23/2024		4591988	General Supplies



Chicago County Board of Commissioners August 7th 2024									
Vendor		Name		Rpt		Warrant Description		Invoice #	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On	Bhf #	On Behalf of Name		
45	90061	INNOVATIVE OFFICE SOLUTIONS LLC	71.97	SUPPLIES 07/23/2024	4591988		General Supplies	N	1099
			1,012.26	07/23/2024			7 Transactions		
46	9386	Karnes/Audra	42.84	TRAVEL EXPENSE-MILEAGE 06/03/2024			DD Worker Travel	N	
46		05-430-700-0137-6335	99.97	TRAVEL EXPENSE-MILEAGE 06/03/2024			Adult Services Travel	N	
	9386	Karnes/Audra	142.81	07/17/2024			2 Transactions		
45	6540	KAVANAGH/RIANNA	231.57	TRAVEL EXPENSE-MILEAGE 06/20/2024			Child Prot Staff Travel	N	
46		05-430-700-0128-6335	12.00	TRAVEL EXPENSE-PARKING 07/22/2024			Child Prot Staff Travel	N	
	6540	KAVANAGH/RIANNA	243.57	07/24/2024			2 Transactions		
47	7327	LEWIS/NICOLE	20.68	TRAVEL EXPENSE-MILEAGE 07/18/2024			DD Worker Travel	N	
48		05-430-700-0137-6335	48.26	TRAVEL EXPENSE-MILEAGE 07/18/2024			Adult Services Travel	N	
	7327	LEWIS/NICOLE	68.94	07/29/2024			2 Transactions		
49	5203	LUNDGREN/LISA	51.53	CLIENT EXPENSE REIMBURSEMENT 07/26/2024			General Administration	N	
	5203	LUNDGREN/LISA	51.53	07/26/2024			1 Transactions		
50			65.00	06/20/2024 PER DIEM 06/20/2024			Per Diems for Opioid Council	Y	
51		05-460-310-0000-6111	65.00	07/18/2024 PER DIEM 07/18/2024			Per Diems for Opioid Council	Y	
			130.00	07/18/2024			2 Transactions		
52	3868	MCMURRAY/TODD	107.70	TRAVEL EXPENSE-MILEAGE			Ss Director Travel	N	
		05-420-600-0130-6335							



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7/31/2024 10:37:42AM
Health And Human Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Chisago County Board of Commissioners
August 7th 2024

Vendor No.	Vendor Name	Account/Formula	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
55		05-430-700-0130-6335	161.54	TRAVEL EXPENSE-MILEAGE	07/25/2024		Ss Director Travel	N
3868	MCMURRAY/TODD		269.24		2 Transactions			
5070	METRO LEGAL SERVICES INC							
55		05-420-640-0000-6269	160.00			3514126	Proff Process Servers	Y
55		05-420-640-0000-6269	160.00			3514127	Proff Process Servers	Y
5070	METRO LEGAL SERVICES INC		320.00		2 Transactions			
5128	MN SUPERVISORS CONFERENCE ASSO							
55		05-420-640-0126-6240	90.00	CONFERENCE REGISTRATION	09/11/2024		COLLINS.MICHELLE lvd Training	N
5128	MN SUPERVISORS CONFERENCE ASSO		90.00		1 Transactions			
9144	Peterson/Samantha							
56		05-430-700-0128-6335	58.96	TRAVEL EXPENSE-MILEAGE	07/22/2024		Child Prot Staff Travel	N
9144	Peterson/Samantha		58.96		1 Transactions			
16196	POSTMASTER - NORTH BRANCH							
58		05-420-600-0000-6202	31.00	POSTAGE DUE TRUST ACCOUNT	07/22/2024		Postage	N
57		05-430-700-0000-6202	50.00	POSTAGE DUE TRUST ACCOUNT	07/22/2024		Postage	N
59		05-451-430-0000-6202	19.00	POSTAGE DUE TRUST ACCOUNT	07/22/2024		Postage	N
16196	POSTMASTER - NORTH BRANCH		100.00		3 Transactions			
5138	REEVERTS/LANAY A							
60		05-430-700-0129-6335	194.21	TRAVEL EXPENSE-MILEAGE	07/23/2024		Cd & Lic Travel	N
5138	REEVERTS/LANAY A		194.21		1 Transactions			
8359	RIVARD/ASHLEY							
161		05-430-700-0128-6335	70.85	TRAVEL EXPENSE-MILEAGE	06/27/2024		Child Prot Staff Travel	N
8359	RIVARD/ASHLEY		70.85		1 Transactions			

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
65	05-460-310-0000-6111			65.00	07/18/2024 PER DIEM	07/18/2024		Per Diems for Opioid Council	Y
65	05-430-700-0128-6335	SCOTT/HEATHER		65.00		1 Transactions			
65	05-430-700-0128-6335	SCOTT/HEATHER		329.83	TRAVEL EXPENSE-MILEAGE	07/10/2024		Child Prot Staff Travel	N
65	05-430-700-0128-6335	SCOTT/HEATHER		329.83		1 Transactions			
65	05-430-700-0000-6241	Snell/Frannie		28.64	CLIENT MEALS REIMBURSEMENT	07/09/2024		General Administration	N
64	05-430-700-0128-6335			2.50	TRAVEL EXPENSE-PARKING	07/23/2024		Child Prot Staff Travel	N
64	05-430-700-0128-6335	Snell/Frannie		31.14		2 Transactions			
66	05-420-622-0000-6006	St Peter Funeral Home		1,500.00		03/29/2024		Burials General Relief	N
66	05-420-622-0000-6006	St Peter Funeral Home		1,500.00		1 Transactions			
67	05-451-440-0000-6335	Wiger/Annalise		127.07	TRAVEL EXPENSE-MILEAGE	06/11/2024		Mileage/Travel	N
67	05-451-440-0000-6335	Wiger/Annalise		127.07		1 Transactions			
69	05-451-430-0000-6245	Willaert/Madelyn		120.78	TRAVEL EXPENSE-LODGING	06/20/2024		Conferences, Training And Dues	N
68	05-451-430-0000-6335			161.47	TRAVEL EXPENSE-MILEAGE	07/01/2024		Worker Travel	N
68	05-451-430-0000-6335	Willaert/Madelyn		282.25		2 Transactions			
72	05-430-700-0127-6335	ZIEGLER/SAMANTHA		228.83	TRAVEL EXPENSE-MILEAGE	06/26/2024		Mh Travel	N
72	05-430-700-0127-6335	ZIEGLER/SAMANTHA		228.83		1 Transactions			
72	05-430-700-0127-6335	ZIERDEN/JESSICA							

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name		Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula					
Accr		Amount	Service Dates	Paid On Bnf #	On Behalf of Name	
76	05-430-700-0128-6335	147.20	TRAVEL EXPENSE-MILEAGE 06/11/2024 07/01/2024		Child Prot Staff Travel	N
77	05-430-700-0128-6335	17.18	TRAVEL EXPENSE-CAR RENTAL 07/01/2024 2 Transactions		Child Prot Staff Travel	N
9763	ZIERDEN/JESSICA	164.38				
Fund Total:		27,720.10	Health And Human Services	37 Vendors	87 Transactions	
Final Total:		27,720.10	37 Vendors	87 Transactions		



Recap by Fund	<u>Fund</u>	<u>Amount</u>	<u>Name</u>
	5	27,720.10	Health And Human Services
All Funds		27,720.10	Total
			Approved by, .
			.
			.

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 3
Title of Item for Consideration: Opioid Settlement Q2 Staff Expenses	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of 2024 Q1 Staff Expenses	
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): Q2 2024 Opioid Expenses	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the opioid expenses for County Staff time during Quarter 2 of 2024. The following motion is suggested: <i>“move to approve the Opioid Expense for County Staff time during Quarter 2 of 2024.”</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 \$4,090.76. 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 _____

OPIOID Q2 2024 expenditures

<i>Detail for Summary Tab</i>		Comm Health Hours	Gen PH Hours								Total
Madelyn Jensen Mackenzie Halfen		29.50									
		47.75									
		77.25	-	-	-	-	-	-	-	-	77.25
Madelyn	Hourly	42.17									1,353.82
	Hours	9.5									
Madelyn	Hourly	47.66									
	Hours	20									
Mackenzie	Hourly	49.53									
	Hours	47.75									2,365.06
Total											
PH Salary											
Total											
PH Expense											
Total											
Invoice											
Total											
PH Expense											
10% Admin Expense											
Total											

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 4
Title of Item for Consideration: Mileage Reimbursement past 60 days	
Action Requested by: Robert Benson, Director	Department: Health and Human
Previous Action on this Matter: None.	
Background: Seeking approval for mileage claims for May mileage reimbursement for one HHS employee, over the 60 day policy requirement. Travel dates between 5/1/24-5/31/24 for Brandie Christenson in the amount of \$265.85. Attachment(s): •	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the May 2024 mileage reimbursement claims for above employee. The suggested motion is as follows: <i>“Move to approve late submission of mileage reimbursement by supervisor.”</i>	
Implications of Action: Staff will be reminded of the 60-day policy.	
Budget/Financial Implications: Budgeted Levy Dollars	
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 _____

2024 Employee Mileage Reimbursement Request
HHS ONLY



Name: Brandie Christenson Address: City: State/ZIP: MN 55069
Dept: MCH Job Title: PHN

Odometer readings are REQUIRED on all mileage reimbursements

Date	Destination (include location of start & stop) Reason for Trip	Beginning Odometer	Ending Odometer	Mileage	Co Car Available YES or NO	Mileage x .67	Mileage x .35
5/1/2024	Visit with M.K.-MECSH	88,600	88,632	32	Yes		\$ 11.20
5/3/2024	Visit with E.J.-MECSH, hgb check for T.S.	88,675	88,689	14	No	\$ 9.38	
5/7/2024	Visit with M.K.-MECSH and C.A.A.-MECSH	88,725	88,763.60	38.6	Yes		\$ 13.51
5/8/2024	Visit with S.O.-MECSH and E.J.-MECSH	88,780	88,792	12	Yes		\$ 4.20
5/9/2024	Visit with S.L.-MECSH and M.K.-MECSH	88,820	88,855	35	No	\$ 23.45	
5/10/2024	Visit with E.J.-MECSH	88,870	88,874	4	Yes		\$ 1.40
5/13/2024	Visit with N.M. and visit with M.K.-MECSH	88,900	88,937	37	Yes		\$ 12.95
5/14/2024	Visit with C.A.	88,950	88,955	5	No	\$ 3.35	
5/15/2024	Visit with A.M.-MECSH and L.D.	88,970	88,984.60	14.6	Yes		\$ 5.11
5/16/2024	Visit with D.H and B.G.-MECSH	89,000	89,040	40	Yes		\$ 14.00
5/17/2024	Visit with L.D. and E.J.-MECSH	89,060	89,069	9	Yes		\$ 3.15
5/20/2024	Resilience Training	89,100	89,134	34	No	\$ 22.78	
5/21/2024	Visit with E.S., S.L.-MECSH and C.O.-MECSH	89,150	89,214	64	No	\$ 42.88	
5/22/2024	Visit with E.J.-MECSH and A.M.	89,230	89,252	22	No	\$ 14.74	
5/23/2024	Visit with E.W.-MECSH and M.D.-MECSH	89,270	89,313	43	No	\$ 28.81	
5/24/2024	Visit with C.A.A.-MECSH and M.K.-MECSH	89,330	89,373.60	43.6	Yes		\$ 15.26
5/28/2024	Visit with T.S.	89,400	89,410	10	No	\$ 6.70	
5/29/2024	Visit with K.T. and L.D.	89,430	89,460	30	Yes		\$ 10.50
5/30/2024	Visit with A.L., M.K.-MECSH and N.M.	89,485	89,532	47	Yes		\$ 16.45
5/31/2024	Visit with M.D.-MECSH	89,550	89,559	9	No	\$ 6.03	
				0			
				0			
				543.8		\$ 158.12	\$ 107.73

per resolution 020123-7 claims must be submitted no later than 60 days following the date of incurrence

signature of
claimant

Brandie Christenson

DATE 6/12/2024

I declare under the penalty of perjury that this claim is just and correct, that the expense sought to be reimbursed was actually paid or incurred by claimant and that no part of it has been paid.

approved/
reviewed by

Audrey

DATE 6/12/24

Approved based on the knowledge of the necessity for travel & expense. And on the basis of compliance with all provisions of county travel & mileage reimbursement policies, including availability of county vehicle.

Mileage	
Mileage	

Total Reimb Requested \$ 265.85

VENDOR #

DATE PAID

WARRANT #

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 5
Title of Item for Consideration: SHIP 239 Grant Agreement – Chisago County Parks Department	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: None.	
Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure. Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance. Attachment(s): SHIP Grant Agreement – Chisago County Parks Department	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the SHIP grant agreement – Chisago County Parks Department. The following motion is suggested: “Move to approve the SHIP Grant Agreement – Chisago County Parks Department.”	
Implications of Action: Approval of this Ship grant agreement will allow Chisago County Parks Department to purchase benches, Bike fix-it Stations, and a Bike Corral, the repair station will help the bikes on the off-road course stay in working condition, the bike corral will ensure there are no trip hazards, the benches will allow residents to rest during their walks. Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$4,900.00. 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 _____

County of Chisago
State Health Improvement Program Grant Program
Grant Agreement

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Chisago County Parks Department, 313 N. Main ST, Ste 170, Center City, MN 55012 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Chisago County Parks Department applied to County for a SHIP Grant in order to purchase benches, Bike fix-it Stations, and a Bike Corral, the repair station will help the bikes on the off road course stay in working condition, the bike corral will ensure there are no trip hazards, the benches will allow residents to rest during their walks; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Four Thousand Nine Hundred Dollars (\$4,900.00)**; and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and Chisago County Parks Department enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** August 8, 2024 or the date the County obtains all required signatures, **whichever is later**. The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

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

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Joseph Tart
Address: 313 N Main ST, STE 170, Center City, Mn 55012
Phone: 651-213-8961
Email: joseph.tart@chisagocountymn.gov

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**

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

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**

Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Four Thousand Nine Hundred Dollars (\$4,900.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. COMPLIANCE WITH THE LAW

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

11. REPORTING REQUIREMENTS

All reporting must be provided to the County's Authorized Representative.

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:
 1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
 2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

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

13. FAILURE TO COMPLY

- 13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. WORKERS' COMPENSATION

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

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. LIABILITY

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

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

20.1. ***Government Data Practices.*** The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. Intellectual Property.

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

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

21. ANTITRUST

The Grantee hereby assigns to the County any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

22. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

APPROVED:

1. GRANTEE

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

By:
Title: Joseph Tart, Chisago County Parks Director
Date:

2. COUNTY OF CHISAGO

APPROVED:

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

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 7/30/2024

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, July 17, 2024**

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

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

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

On motion by Greene, seconded by Montzka, the Board opened the Road and Bridge Committee of the Whole at 6:32 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 Administrator Chase Burnham. ***No action was taken.***

On motion by Greene, seconded by Swenson, 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 6:34 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 – Wetland Services Contract - SEH
- 3.) R&B Committee Recommendation – CSAH 10 Right of Way Plat, No. 116

RESOLUTION NO: 24/0717-1

RIGHT OF WAY PLAT FOR SAP 013-610-013

BE IT RESOLVED, that the County Highway Engineer and County Surveyor are hereby authorized to prepare a plat for highway right of way acquisition for reconstruction and of County State Aid Highway No. 10, S.A.P. 013-610-013 located between C.S.A.H. No. 8 and I-35 Fish Lake Township and the city of Harris, Minnesota .

- 4.) Minutes from the July 2, 2024, County Board of Commissioners Meeting
- 5.) Payment of County's Warrants and Miscellaneous Bills \$579,165.18
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.) Temp. Liquor Licenses – Almelund Lion's Club, Threshing Show and Sno Barons Hay Days
- 7.) Application for Abatement (reduction) of Property Taxes

Presentation – Minnesota Inter-County Association County Visit

- Matt Massman, Executive Director

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

On a motion by Greene, seconded by Dahlberg, the Board moved to deny the Conditional Use Permit to allow a Rural Retail Tourism Wedding/Gathering Venue at 15323 260th Street in Franconia Township (PID #04.00411.20). The motion **failed** as follows: **IN FAVOR THEREOF:** Greene, Dahlberg. **OPPOSED:** Swenson, Dunne, Montzka.

Chair Dunne called for a recess of the County Board at 8:25 p.m. The Board reconvened at 8:37 p.m.

On motion by Montzka, seconded by Dunne, the Board moved to approve Resolution No. 24/0717-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Bridget Korman and Lorelei Walker Conditional Use Permit to allow a Rural Retail Tourism Wedding/Gathering Venue at 15323 260th Street in Franconia Township (PID #04.00411.20) with the following additional conditions, differing from Planning Commission recommendation;

28. Applicant shall receive Road Authority certification that the intended CUP use will not cause unreasonable congestion or traffic hazard, prior to commencement of operations.

29. Applicant shall prepare a traffic safety signage plan to include appropriate caution and advertising signage for Road Authority approval prior to commencement of operations.
30. Event attendee parking shall be fully accommodated on site without disruption to drive lanes, driveways, or emergency entrance or egress.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Dunne, Montzka
OPPOSED: Dahlberg, Greene

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 24/0117-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Karen Buddhist Association Conditional Use Permit Amendment to allow adjusted hours of operation, adjusted hours for the playing of music and/or amplified sound, and an increased number of maximum attendees at 43695 Peaceful Valley Road, Harris (Fish Lake Township, PID #09.00604.00) and the following additional conditions;

17. A landscape barrier of evergreen trees shall be placed 16 ft. on center along the East property line extending from the Northeast corner of the property to the south(approximately 1,600 feet).
18. A landscape barrier of evergreen trees shall be placed 16 ft. on center starting at the Northeast corner of the property and extending approximately 200 feet west along the property and road right-of-way line to meet with the existing established row of evergreen trees.
19. Dead evergreen trees located along the west property line shall be replaced.

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 Resolution No. 24/0717-4 a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Redline Management, LLC and applicant Curis Forster Interim Use Permit (IUP) to allow an accessory structure on their 31.8-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is located at 1xxxx 540th Street, Rushseba Township, (PID #07.00006.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 24/0717-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Timothy & Deanna Turcotte Interim Use Permit (IUP) to allow an accessory structure on their 40.8-acre property without the presence of a principal dwelling / single-family dwelling. The subject property is generally located east of the intersection of 360th Street and Tern Avenue in Shafer Township (PID #08.00020.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board moved to approve Resolution No. 24/0717-6, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Kost Ranch generally located at 36320 Kost Trail / CSAH 11 in Sunrise Township, (PID # 09.00359.00). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Montzka, the Board moved to approve Resolution No. 24/0717-7, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Ponytail Addition generally located at the southeast corner of Rush Lake Trail / CSAH 1 and 527th Street / CR 94 in Nessel Township, (PID # 06.00235.10). 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. 24/0717-8 and authorize final preparation and submission of Swedish Immigrant Regional Trail Segment D & E Design and Construction State Legacy Grant Application to include the commitment of a 10% local funding match. 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 accept the July 10th Budget and Finance Report, accept the Monthly County Staffing Update, approve the proposed 2025 Department Budget Presentation Schedule, approve the proposed 2025-2029 Transportation Improvement Plan, approve directing staff to contact ICS to conduct facility assessments for the CCSO and Public Works Departments, using up \$30,000 of unallocated ARPA funds, approve using \$5,875 of unallocated ARPA funds to purchase a storage container for the CCSO, approve funding the Enterprise Services projects; the HVAC (\$38,694.67), Cyber Security and Monitoring (\$29,753.00) and ARMER Test Equipment (\$8,064.00) using unallocated 2024 CIP funds, approve purchasing a new baggage and body scanner for \$35,714.50 with unallocated ARPA funds, approve funding the library camera project with \$27,230.21 of unallocated ARPA, and send the DRAFT OCM created Cannabis Ordinance to the Planning Commission staff and the County Attorney/County Sheriff for review. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to approve the Letter of Agreement between Chisago County and Hazelden Betty Ford Foundation. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to approve the contract between Chisago County and Leah Killian-Smith and Jonah Smith.

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

On motion by Montzka, seconded by Swenson, the Board moved to approve the SHIP Grant Agreement – Williams Park Community Garden. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Swenson, the Board moved to authorize the DES Director to issue the associated PO's and sign any needed documents to utilize 2022 CIP budgeted Relocation Costs for the Wyoming Emergency Paging Tower. 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 JPA to allow for the County Attorney's Office to obtain reimbursement for prosecution/investigation expenses associated with MCF – Rush City inmates. 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 the purchase of a new retaining wall at the Center City Chisago County Government Center and replacing the carpet and fixing the tile to the main building entrance by security in the 89' side of the Government Center using 2024 CIP funds. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board moved to approve advertising of the vacancy on the Chisago County Park Board for District 4. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 9:15 p.m. **END TIME** – 9:27 p.m.

of SPEAKERS – 3

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 9:39 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
August 7, 2024**

7

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid \$1,277,314.06



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

8

**Recognition of Years with the County
August**

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

Employee	Job	Years of Service
Joe T.	County Engineer	24
Lucas A.	Jail Sergeant	24
Christine J.	Social Service Sup CPS	17
Phillip J.	Investigator	17
Trent S.	Senior Social Worker	11
Alison A.	Social Worker - MSW	11
Susanna W.	Water Resource Manager	9
Michelle S.	Senior Social Worker	9
Kristy E.	Senior Social Worker	9
Bridgitte K.	Auditor/Treasurer	8
Bruce B.	Jail Sergeant	7
Diann H.	Social Worker	7
Jacob J.	Deputy Sheriff	7
Lisa B.	Eligibility Worker	6
Nicholas M.	Corrections Agent Sr	6
Kyle J.	Division Sergeant	6
Matthew J.	Corrections Officer	5
Joshua H.	Fiscal Operations Rep	4
Kate T.	Social Worker	3
Kevin F.	Telecommunicator	3
Nicole Z.	Social Worker	3
Benjamin E.	LID Administrator	2
Brittany J.	Senior Social Worker	2

Allysha N.	Records Clerk/Transcrip	2
Jacob G.	Equipment Operator Hwy	2
Nicole H.	OSS / Parks & Admin	2

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 9
Title of Item for Consideration: Acceptance of Donations – Children’s Water Festival	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.	
Background: The following have donated to the Chisago County for the Children’s Water Festival: - Rush Lake Improvement – \$1000.00 - Center City Fire Department – \$500.00 - Rush City Lions Club – \$500.00 - Plastic Products Co. – \$500.00	
Attachment(s): Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution accepting the donations to the Children’s Water Festival. The suggested motion to approve is: <i>“Move to approve the resolution accepting the donations for the Children’s Water Festival.”</i>	
Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.	
Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



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: 24/0807-XX
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:

- Rush Lake Improvement – \$1000.00 for the Children’s Water Festival
- Center City Fire Department – \$500.00 for the Children’s Water Festival
- Rush City Lions Club – \$500.00 for the Children’s Water Festival
- Plastic Products Co. – \$500.00 for the Children’s Water Festival

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

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson
OPPOSED: None

Whereupon the resolution was declared duly **passed** and **adopted**.

Approved: August 7, 2024

Marlys Dunne
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 10
Title of Item for Consideration: Application for Abatement (reduction) of Property Taxes	
Action Requested by: Bridgitte Konrad, County Auditor/Treasurer	Department: Auditor/Treasurer
Previous Action on this Matter: From time to time the Board of Commissioners is asked to address individual Abatement requests.	
Background: The applications are for the abatement (reduction) of property tax for tax payable in 2024. They are recommended by the Assessor's office and Auditor's office for approval. The reductions meet the County's policy for such actions. The following parcels are requesting abatement; - Delores Williams – 15.80036.00 Attachment(s): - Applications for Abatement (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the applications of abatement of taxes for the tax parcels. The suggested motion is as follows: <i>“Move to approve the application of abatement of taxes for the following tax parcel; 15.80036.00.”</i>	
Implications of Action: By approving the application, the property owner will be paying the appropriate property tax in 2024. Budget/Financial Implications: Minimal impact on the County finances and budget. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____



CHISAGO COUNTY ABATEMENT APPLICATION FOR REDUCTION IN VALUATION OF REAL ESTATE AND/OR REFUND OF TAXES PAID

Commissioner of Revenue Abatement Form (M.S. 375.192)

For Taxes Levied In 20 24

And Payable In 20 24

Applicant Information – Please print or type.

Applicant's Name: Delores Williams	Applicant's Mailing Address:
Telephone Number:	

Property Information

Parcel Number: 15.80036.00	School District:		
Street Address (if different than above):	City or Township:		
Assessor's Estimated Market Value:			
Land \$	Structures \$	Total \$	Class:

Applicant's Statement of Facts

Describe facts to support application (attach separate sheet if necessary):

Delores passed away, home moved out by dealer on 4/20/2024. Dealer never transferred ownership from Delores. Cannot collect since title in Delores name and home is gone. A new home was moved in June of 2024 with new owners.

Applicant's Request

Describe the action you are requesting with this application:

Please abate and remove 2024 taxes so that new home with new owner can be moved onto parcel.

Applicant's Signature _____ **Date** _____

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of this statement knows is false may be sentenced, unless otherwise provide by law, to imprisonment for not more than one year or to payment of fine of not more than \$3,000, or both."

FOR OFFICIAL USE ONLY

The following accurately reflects both existing and proposed amounts.

☐ This is a multi-parcel and/or multi-year abatement. See attached detail.

	Market Value			Taxable Mkt Value	Tax Capacity	Tax Before	Special Assessments	Total Tax Payable
	Land	Improvements	Total			Other Credits		
Original						225.00	17.00	0.00
Proposed						0.00	0.00	0.00
Reduction						(225.00)	(17.00)	0.00

Tax is paid ☐ Date _____ Tax is not paid ☐ Local Tax Rate _____

REPORT OF INVESTIGATION

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:

Signature of Investigator Danielle Riehl Date 07/18/2024

CERTIFICATION OF APPROVAL

NOTE: For this abatement to be approved, the Assessor, Auditor-Treasurer and County Board of Commissioners must all favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION

☐ Approved ☐ Denied Assessor's Signature Daryl Woeller

AUDITOR-TREASURER'S RECOMMENDATION

☐ Approved ☐ Denied Auditor-Treasurer's Signature Bridgitte Konrad

Digitally signed by Bridgitte
Konrad
Date: 2024.07.29 14:14:35 -0500

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by Auditor-Treasurer)

☐ Approved ☐ Denied

I certify that at a meeting held on _____, 20____ the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of taxpayers, other concerned persons and the amounts involved.

CERTIFICATION OF FINAL APPROVAL

I further certify that the approval of this abatement has resulted in the following changes:

		Tax Capacity Tax	Market Value Tax	State Tax	State Paid Credits	Special Assessments	Total
Reduction Details	Addition of Tax						
	Reduction of Tax						
	Reduction of Penalty						
	Reduction of Interest						
	Total Reduction/Addn						
Total Tax Payable After Abatement							

Signature of Auditor-Treasurer _____ Date _____

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 11
Title of Item for Consideration: HHW Facility Professional/Technical Services Contract between Chisago County and KOMA, Inc.	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Solid Waste / HHW Division
Previous Action on this Matter: The County Board authorized submittal of a Greater MN Recycling Grant to the Minnesota Pollution Control Agency (MPCA) in the spring of 2021, to build the Recycling Yard Phase of the original 2019 Facility site build out plan, at the HHW in North Branch. The grant application was successful, and the yard was built and opened in June of 2023. In 2023/24 the County was again encouraged by the MPCA to apply for the same grant to complete the remaining phase of the HHW project and was again successful. A corresponding Greater MN Recycling Grant award agreement was approved by the County Board on March 20, 2024.	
Background: The Professional/Technical Services Agreement presented to the Board authorizes the hiring of KOMA, Inc. (<i>engineering, architecture & planning firm</i>) to complete the remaining Phases of the HHW site build-out, by developing building plans and bid documents, and facilitating the construction of the following facility improvements: • Phase 1: Staging and Cold Storage Building Expansion – connecting to existing structure, enclosing the open south-end of current facility, and move flammables shed. • Phase 2: Interior Staging Area Renovation – update current warehouse mechanical and electrical systems. • Phase 4: Interior Office Renovation – update mechanical and electrical, modify interior walls/doors to create efficient work plan. The 24-year-old HHW Facility needs upgrade investments inside and out and was the subject of Pre-Design Plans work in 2019 that included four phases. As referenced in the Background, multiple grant application efforts have been successful in receiving funding support for the facility and its phased improvement. The first phase built was public recycling drop-off yard to the rear of the HHW Facility which successfully opened June of 2023. To begin implementation of the most recent 2024 Grant, three professional services quotes were pursued through direct negotiation. The proposals received were ICS for \$147,690; TKDA for \$107,100; and KOMA for \$85,150. KOMA is a partner of FOTH, who is the East Central Solid Waste Commission (ECSWC) Landfill engineering firm. County ESD Solid Waste staff requests Board authorization of the attached Professional and Technical Services Contract with KOMA, Inc. to proceed with the project. Attachment(s): • Professional/Technical Services Contract Between the County of Chisago and KOMA, Inc. • KOMA, Inc., Proposal for the Provision of Professional Services for the Chisago County HHW Renovation Project #24119 • HHW Renovation Proposed Plans	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Professional/Technical Services Contract Between the County of Chisago and KOMA, Inc. The suggested motion is as follows:

“Move to Approve the Professional/Technical Services Contract Between Chisago County and KOMA, Inc., for HHW Facility Renovation Plans, Bid Documents and Construction Services”.

Implications of Action: Approval of this Agreement will allow the County to move forward in acquiring plans and bid documents that will allow for the solicitation of contractors to complete the ultimate build-out of the HHW Facility in order to satisfy the MPCA Grant Agreement

Budget/Financial Implications: The KOMA cost of \$85,150 is more than was originally budgeted in the Grant but was the lowest of three engineering firm proposals submitted. The cost will be paid out of the County’s Grant Match and is accounted for in the 14-392 HHW Budget.

Legal/Policy Implications: The County Attorney’s office has reviewed and approved the attached contract and Attachments as to form.

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, 313 North Main, Center City, MN 55102, hereinafter "County", and Krech, O'Brien, Mueller & Associates, Inc (dba KOMA), 2051 Killebrew Dr., Suite 680, Bloomington, MN 55425, an independent contractor, not an employee of the County of Chisago, hereinafter "CONTRACTOR".

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

WHEREAS, County is in need of architectural and engineering services in connection with implementing site improvements at the Household Hazardous Waste (HHW) Facility and project management services for the project; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for the professional services sought by the County and CONTRACTOR has represented that that it is duly qualified and willing to perform the services set forth in this Contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This Contract shall be effective on August 8, 2024, or upon the date that the final required signature is obtained by County, whichever occurs later, and shall remain in effect until May 31, 2027, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **TERMS AND CONDITIONS.** The terms and conditions of this Contract shall consist of those terms and conditions contained in this Contract and those found in Proposal for the Provision of Professional Services, Chisago County HHW Renovation Project #24119, dated July 16, 2024, which is attached hereto as a single document as **Attachment A** and incorporated in this Contract. To the extent that the terms and conditions of the Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of this Contract shall prevail. Similarly, the terms and conditions found in **Attachment A** shall not be interpreted or construed in a manner to supersede, abrogate or nullify the terms and conditions of this Contract.
- III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services required of CONTRACTOR as set forth in this Contract and as further described in **Attachment A**.
- IV. **COUNTY'S DUTIES.** The County shall perform those duties and responsibilities required of the County as set forth in this Contract and **Attachment A**.
- V. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this Contract shall not exceed Eighty-Five

Thousand, One Hundred Fifty and No/100 Dollars (\$85,150), including expenses, as provided in **Attachment A**.

- B. Payment shall be made by County promptly after the CONTRACTOR'S presentation of itemized invoices for services performed and acceptance of such services by County's authorized representative. Itemized invoices shall describe the services rendered, the professional performing the service or, as applicable, a description of materials for which reimbursement is sought. All invoiced professional services and reimbursements will be billed consistent with those rates identified in 2024 Hourly Fee Schedule and 2024 Reimbursable Fee Schedule contained in **Attachment A**.
- C. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with applicable federal, state and local laws, ordinances, rules and regulations currently in force. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name:	Lisa Thibodeau, Solid Waste Administrator
Address:	39649 Grand Ave., North Branch MN 55056
Telephone:	(651) 213-8923
E-Mail:	lisa.thibodeau@chisagocountymn.gov
Fax:	(651) 243-5286

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

Name:	Steven Iaria, Vice President KOMA
Address:	2051 Killebrew Dr., Suite 680, Bloomington, MN 55425
Telephone:	(651) 451-4605
E-Mail:	siaria@komainc.com
Fax:	None

VII. **CANCELLATION AND TERMINATION.**

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

- B. The County may immediately terminate this Contract for cause due to any material breach or violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered up to and prior the termination.
- C. **Termination for Insufficient Funding.** County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail, facsimile or e-mail to the Authorized Representative.

VIII. **ASSIGNMENT AND SUBCONTRACTING.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Contract. CONTRACTOR shall remain responsible for the performance of all subcontractors and CONTRACTOR shall compensate said subcontractors pursuant to and in accordance with the requirements of Minnesota Statute § 471.425.

IX. **LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its employees harmless from 3rd party damages, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR, but only to the extent such damages are caused by the negligent acts, errors, and omissions of the CONTRACTOR or any entity for which the CONTRACTOR is legally liable. This Section shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract. CONTRACTOR has no obligation to indemnify, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others. However, this LIABILITY paragraph shall supersede and replace the Limitation of Liability provision found in **Attachment A** and this Contract shall be construed in such a manner such that the

X. **INSURANCE.**

- A. *Workers' Compensation.* CONTRACTOR represents that is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act by or on behalf of CONTRACTOR's employees or agents in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate

C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. CONTRACTOR's professional liability policy, or a substantially similar policy covering the errors and omissions of the professionals working under this Contract, shall remain in effect for six (6) year following the completion of the work.

D. CONTRACTOR shall name the County as an additional insured on its policies, with exception of workers' compensation coverage and professional liability at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of the kinds and amounts of coverages required under this Contract.

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

XII. **MINNESOTA STATUTE §181.59**. The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

“Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.”

XIII. **GOVERNMENT DATA PRACTICES ACT**.

A. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance

with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

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

XIV. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others solely if paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Use of the instruments of service including Consultant's Proprietary Material without engagement of Consultant by Client shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such use by Client or by others acting through Client.

Upon payment of all amounts under this Agreement, the CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative. Similarly, County acknowledges that the MATERIALS are instruments of CONTRACTOR's professional services, intended for a specific purpose or project. Reuse or modification of any such MATERIALS by or on behalf of County, without CONTRACTOR's written permission, shall be at County's sole risk.

- B. The CONTRACTOR represents to the best of its knowledge, information and belief that MATERIALS produced by CONTRACTOR under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names, when used as specified in the MATERIALS. The CONTRACTOR shall indemnify, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from damages against County to the extent that it is based on a claim of a breach of this Section XIV.B. The CONTRACTOR shall be responsible for payment of such reasonable costs and damages, including, reasonable attorney fees to the extent caused by Contractor under this contract, amendments and supplements thereto, which are attributable to such damages.

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

- XV. **ANTITRUST**. The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XVI. **JURISDICTION AND VENUE**. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVII. **AMENDMENTS**. Any amendments to this Contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVIII. **STATE AUDITS**. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XIX. **SURVIVAL OF TERMS**. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures of the parties are found on the next page.)

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

APPROVED:

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

Signed:
Name and Title:
Date:

2. **COUNTY OF CHISAGO:
APPROVED**

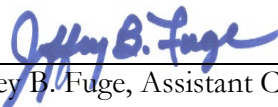
Signed:
Marlys Dunne, Chairman, County Board of Commissioners
Date:

ATTEST

Signed:
Christina Vollrath, Clerk to the Board
Date:

Reviewed as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 
Jeffrey B. Fuge, Assistant County Attorney
Date: July 26, 2024

As follow:

Attachment A: KOMA Proposal dated May 31, 2024, for the Provision of Professional Services for the Chisago County HHW Renovation – Project #24119, including Rate Schedule.

Attachment B: KOMA Insurance Documents

Proposal for the Provision of Professional Services

Date:	July 16, 2024 (revised)
Client:	Chisago County Environmental Services 39649 Grand Ave North Branch, MN 55056 Lisa Thibodeau - Solid Waste Administrator Lisa.Thibodeau@chisagocountymn.gov Phone: 651-213-8923
Professional Firm:	Krech, O'Brien, Mueller & Associates, Inc. (KOMA) 2051 Killebrew Drive, Suite 680 Bloomington, MN 55425 Attn: Stephen Iaria Direct Line: 651-789-4127 siaria@komainc.com
Project name / location:	Chisago County HHW Renovation North Branch, MN
KOMA project number:	24119
Project description:	The project consists of a renovation and expansion of an existing household hazardous waste facility to provide additional space for future growth. The Client has identified three separate components for the project that will be considered, they are as follows: 1. Staging and storage building expansion 2. Interior warehouse renovation 3. Interior office renovation

Assumptions:

- Existing Drawings are available for KOMA's use in PDF format.
- Project Delivery Method is Design-Bid-Build.
- Soils report to be provided by Client (for foundation design of new storage building).
- Hazardous material inventory will be provided by Client for design team's use in code analysis.
- Design team meetings will be virtual unless noted otherwise.
- Scope of work is based on the Pre-Design Report titled "Renovation of the Household Hazardous Waste Facility" prepared by TKDA and dated April 26, 2019. Some of the items in this report will not be done, specifically the yard/sitework as that has already been completed.
- New storage building is assumed to be a pre-engineered building structure.

Scope/intent and extent of services:

1. Site Assessment – Project Alignment:

- Virtual kick-off meeting with the Client and design team to discuss project goals and objectives.
- Obtain and review existing drawings provided by Client.
- Building walkthrough with facility staff to understand existing conditions as well as MEP systems.
- Provide MEP site assessment report outlining MEP systems upgrades and/or replacement that maybe required. This will be done to provide alignment between TKDA Pre-Design Report and code revisions that have gone into enforcement, since 2019 (this will be provided by EP).

2. Design Development Services:

- Project administration and coordination
- Field measure of existing conditions
- Input existing conditions into Revit
- Based on scope identified in Pre-Design Report, update floor plans to illustrate and describe the refinement of the decided on scope of work.
- Perform preliminary building code review of approved floor plan including location of hazardous material storage.
- Provide further development of the design:
 - Establish the scope, relationships, forms, size, and appearance of the Project by means of plans, sections, elevations, typical construction details, and equipment layouts.
 - Develop schedules and notes which identify major materials and systems and establish, in general, their quality levels.
- Meet with Client and consultants for Owner to review and approve Design Development prior to cost estimate.
- Provide construction cost estimate based on approved Design Development.
- (3) meetings are budgeted for this phase.
- **Deliverable: Design Development Set for Owner review and approval**

3. Construction Document Services:

- Project administration and coordination
- Final code analysis and review based on the approved Design Development drawings
- Design and detailing for casework/millwork
- Prepare lighting options for owner review
- Gather finishes ideation imagery to understand Owner's design aesthetic
- Documentation of approved finishes (finish plan, finish schedule, interior elevations, millwork details and notes)
- Completion of drawing notes which establishes in detail the quality levels of materials and systems required for the Project
- Client and consultant page turn
- Completion of construction documents supplying enough details necessary for a construction permit from the City of North Branch, MN.
 - Code Plans
 - Demo Plans
 - Floor Plans
 - Roof Plans
 - Reflected Ceiling Plans
 - Exterior Elevations
 - Building & Wall Sections
 - Interior Elevations
 - Details and Notes
 - Wall Types

- Door & Frame Types
- Schedules
- Structural Foundation Plans (for Pre-Engineered Storage building)
- Mechanical, Electrical, and Plumbing Engineered drawings (provided by EP)
- Project manual including specifications.
- (3) meetings are budgeted for this phase
- **Deliverable: Bidding and Permit Set of drawings in PDF format**

4. Bidding Services:

- Project administration and coordination
- Participate in pre-bid walkthrough with Client and Contractor(s)
- Review bids and assist Client in selection process

5. Construction Administration Services:

- Shop drawing reviews
- Respond to RFI's
- Review Change Orders
- Attend virtual weekly construction meetings to perform site reviews
- Review Pay Applications
- (3) Three site visits are planned during the construction phase including punchlist walkthrough
- Prepare final punchlist report
- Additional site visits would be performed on a time and expense basis according to the consultant's current hourly rate and expense schedule or on a fixed fee basis mutually agreed upon between the Client and the consultants.

Fee Arrangement

KOMA proposes the following fees for Architectural, Structural, and MEP Engineering services.

• Site Assessment – Project Alignment:	\$4,000
• Design Development Services:	\$13,000
• Construction Document Services:	\$44,500
• Bidding Services:	\$5,400
• <u>Construction Administration Services:</u>	<u>\$18,250</u>
Total:	\$85,150

Additional Expenses:

Reimbursable expenses such as mileage, copying, printing, courier services, are **Extra Expenses** billed out according to the firm's current hourly rate and expense schedules. The firm reserves the right to adjust reimbursable expense schedules based on market conditions at the beginning of each calendar year.

If the scope of the Project changes substantially, the architectural and structural engineering design fees will be renegotiated with the Client or his representative. If unable to agree, KOMA reserves the right to terminate the contract without liability to the Client.

The following Services are not included within the quoted fee. Proposals for these additional services may be obtained from KOMA at the Client's request.

- Changes to drawings after sign-off by the Client
- Revisions to the drawings or other documents when the revisions are inconsistent with the approvals previously obtained from the Client
- Providing services required because of significant changes in the Project, including but not limited to size, quality, complexity, or Client's schedule
- Additional meetings beyond those outlined in the above scope of services
- Site surveying services
- Soil testing and analysis
- Environmental remediation work
- Civil engineering services
- Landscape architecture and design services
- Process engineering and / or equipment layout and design
- Voice and data equipment design and installation
- Construction management services
- Selection of building or finish materials that are not standard, available, or running line products
- Finish material design, such as a product's visual pattern, color, texture, size, etc.
- Furniture design and selection
- Selection of plantings, artwork, signage, or other interior accessories
- As-built documents at the completion of the Project
- Detailed photo-realistic 3D renderings
- Actual construction activities

The **Design Team** proposed for this Project is as follows:

Architect:	KOMA
Structural Engineer:	KOMA
Interior Designer:	KOMA
M/E/P Engineer:	Emanuelson-Podas, Inc

Special conditions: None noted at this time.

The following terms and conditions are part of this agreement:

Standard of care:

Services provided by the Firm under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession practicing under similar circumstances. The Firm further agrees to exercise reasonable professional care and skill to comply with codes, laws, and regulations applicable to the Project.

Confidentiality:

The Firm shall maintain the confidentiality of information specifically designated as confidential by the Client, unless withholding such information would violate the law, or create the risk of harm to the public. The Firm shall require of the Firm's consultants, if any, similar agreements to maintain the confidentiality of information specifically designated as confidential by the Client.

Information provided by others:

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Firm and its Consultants may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Access to site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hazardous materials:

The Firm and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, mold, lead paint, soil contamination, polychlorinated biphenyl (PCB) or other toxic substances.

Ownership of documents:

Drawings, specifications, and other documents, including those in electronic form, prepared by the Firm and the Firm's consultants are Instruments of Service for use solely with respect to this Project. The Firm and the Firm's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights.

The Firm and Client warrant that in transmitting the Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Client and Firm intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

The Firm and the Firm's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Firm and the Firm's consultants.

Upon execution of this agreement, the Firm grants to the Client a nonexclusive license to use the Firm's Instruments of Service solely and exclusively for purposes of construction, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Firm shall obtain similar nonexclusive licenses from the Firm's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize the contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Firm rightfully terminates this Agreement for cause, the license granted shall terminate.

In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Firm and Firm's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the Firm and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's

use of the Instruments of Service. The terms of this section shall not apply if the Client rightfully terminates this Agreement for cause.

Except for the licenses granted in this article, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Firm. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Firm and the Firm's consultants.

Delivery of electronic files:

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by the Firm and its Consultants, the Client agrees that all such electronic files are instruments of service of the Firm and its Consultants, who shall be deemed the authors, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Firm and its Consultants. The Client further agrees to waive all claims against the Firm and its Consultants resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Firm and its Consultants.

The Client and the Firm agree that any electronic files furnished by either party shall conform to mutually agreed upon specifications. Any changes to the electronic specifications by either the Client or the Firm are subject to review and acceptance by the other party. Additional services by the Firm made necessary by changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of 45 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by the Firm and its Consultants and electronic files, the signed or sealed hard copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm and its Consultants, its officers, directors, employees, and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Firm and its Consultants or from any reuse of the electronic files without the prior written consent of the Firm or its Consultants. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Firm, and the Firm makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Firm or its Consultants be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Non-assignment:

Neither the Client nor the Firm shall assign this Agreement without the written consent of the other.

Billings/payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 90 days, the Firm may, without

waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited to the final invoice.

Late payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Dispute resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, supplier and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Termination of services:

This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon not less than seven days written notice to the Firm for the Client's convenience and without cause. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed prior to termination, together with reimbursable expenses then due and all termination expenses.

Governing law:

Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Firm.

Certifications:

The Firm shall not be required to execute any document that would result in its certifying the existence of conditions whose existence the Firm cannot ascertain.

Construction costs:

At this time we are not aware of a construction budget. If one is established we will assist you in trying to keep within that budget. However, since we have no control over the actual costs of construction, we cannot assure you that the actual costs of construction will not exceed any budget that may be established.

Liability due to unknown conditions:

Inasmuch as the addition to, or remodeling of, an existing building or work on an existing site requires that certain assumptions be made regarding existing conditions; and because some of those assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building; you agree, that, except for negligence on our part, you will hold harmless, indemnify and defend us against any and all claims due to unknown conditions and arising out of the professional services provided under this Agreement. The Firm will not be responsible for construction costs or demolition or reconstruction due to the discovery of unknown conditions and arising out of the professional services provided under this Agreement. You also agree to compensate the Firm on a time and expense basis according to the Firm's current hourly rate and expense schedule (attached) for professional services resulting from the change in the scope of work, provided that all costs or expenses are approved by you in advance.

Building codes:

The building codes do not cover all situations. Often the Firm's interpretation of the codes is different than the local building official's interpretation. The building official is required to issue interpretations of the code. The interpretation process can be very subjective and

tends to be dynamic as the Firm and the building official discuss the public health, safety, and welfare issues involved. Often the State is asked to provide an interpretation which the local building official considers the "official ruling". It is not possible to predict the amount of time required to resolve code issues requiring interpretation, and as such, the fee arrangement for dealing with these specific code issues will be on a time and expense basis according to the Firm's current standard rates.

Jobsite safety:

Neither the professional activities of the Firm, nor the presence of the Firm or its employees and sub-consultants at a construction / project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Firm and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Firm, and the Firm's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance on a primary and non-contributory basis.

Indemnification:

The Client and the Firm, respectively, shall, to the extent permitted by law, indemnify and hold harmless the other party to this Agreement and the other party's officers, directors, and employees from and against damage, liability, and cost, including reasonable attorney's fees and defense costs caused by the negligent performance of obligations under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of the party.

Extension of protection:

The Client agrees that any and all limitations of the Firm's liability and indemnifications by the Client to the Firm shall include and extend to those individuals and entities the Firm retains for performance of the services under this Agreement, including but not limited to the Firm's officers, partners, and employees and their heirs and assigns, as well as the Firm's sub-consultants and their officers, employees, heirs, and assigns.

Corporate protection:

It is intended by the parties to this Agreement that the Firm's services in connection with the Project shall not subject the Firm's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. There, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Firm, a Minnesota corporation, and not against any of the Firm's individual employees, officers, or directors.

Limitation of liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total fees paid to the architect. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Pre-Lien Notice

(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 OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER 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.

Severability:

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

Survival:

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Whole agreement:

This Agreement represents the entire and integrated agreement between the Client and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Firm.

Binding Agreement:

This Agreement becomes a binding contract upon the Client and Firm when signed by both parties below. Client acknowledges receipt of a copy of this Agreement.

Offered by: _____

**Stephen Iaria, Vice President
KOMA**

Date: 7/16/2024

Accepted by: _____

**Lisa Thibodeau - Solid Waste Administrator
Chisago County**

Date: _____

2024 Hourly Fee Schedule

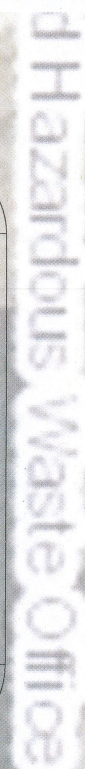
Principal Architect	\$ 190 /Hour
Specifications	\$ 200 /Hour
Code Specialist	\$ 205 /Hour
Architect III	\$ 175 /Hour
Architect II	\$ 155 /Hour
Architect I	\$ 140 /Hour
Architectural Intern	\$ 90 /Hour
Architectural Designer II	\$ 110 /Hour
Architectural Designer I	\$ 100 /Hour
Architectural Technician III	\$ 135 /Hour
Architectural Technician II	\$ 130 /Hour
Interior Designer III	\$ 155 /Hour
Interior Designer II	\$ 145 /Hour
Interior Technician II	\$ 130 /Hour
Principal Structural Engineer	\$ 200 /Hour
Structural Engineer II	\$ 170 /Hour
Principal Structural Technician	\$ 175 /Hour
Structural Engineer I	\$ 150 /Hour
Structural Technician I	\$ 135 /Hour
Structural Designer I	\$ 105 /Hour
Administrative Assistant	\$ 80 /Hour

2024 Reimbursable Fee Schedule

B/W Copies	(8 ½"x11")	\$ 0.15 each
	(11"x17")	\$ 0.25 each
	(12"x18")	\$ 1.15 each
Color Copies	(8 ½"x11")	\$ 0.60 each
	(11"x17")	\$ 1.00 each
	(12"x18")	\$ 2.00 each
B/W Copies – Large Format		\$ 0.75/SF
B/W Scans – Large Format		\$ 0.40/SF
Color Scans – Large Format		\$ 0.75/SF
Reproduction		cost x 1.1
Postage/Delivery		cost x 1.1
Photographs		\$ 0.90 each
Mileage		\$ 0.74/mile
Travel Expense		cost x 1.1
Miscellaneous Consultant		cost x 1.1
Miscellaneous Expense		cost x 1.1



File: C:\Users\Chen\OneDrive\Documents\Production\01_CAD\02_Xref\03\03.dwg



TKDA

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 12
Title of Item for Consideration: Tyler Technologies EP&L Third-Party Software and Hardware	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
Previous Action on this Matter: The development of online permitting module(s) from Tyler Technologies Enterprise Permitting and Licensing (EP&L) services was presented to the Budget and Finance Committee on April 12, 2023, and subsequently authorized and approved by the County Board on April 19, 2023. Budget and Finance Committee discussion included an estimated 3-year funding commitment of \$400,000 with an initial quoted cost of \$315,886. Funding for the project was identified to be sourced from the County Records Technology Fund balance and most recently on July 2, 2024, been adjusted to the Records Compliance Fund. Project contract documents were initiated via the Enterprise Services Department and MnCCC (MN Counties Computer Cooperative) and executed on June 29, 2023. On November 15, 2023, the County Board authorized contract amendment in support of full “turn-key” development of 20 additional permitting business processes by the Tyler EP&L team and External Reviewers licensing of city clients at a combined quoted cost of \$79,517.	
Background: As we near implementation and testing stages of the Tyler Permitting and Licensing module it has been identified that “Bluebeam”, a third-party electronic plan review application vendor must be retained in service of electronic plan reviews. <i>Bluebeam Studio Prime Level 1</i> and <i>Bluebeam Revu</i> represents an estimated \$4,320 annual operations cost and year one implementation is proposed to be supported by the Records Compliance/Technology Fund and also include \$2,200 for training for an estimated total of \$6,520. Additionally, the full transition to electronic/online field services requires general hardware enhancements in service of field inspections staff to include the acquisition of six (6) iPads. These hardware costs are estimated by Enterprise Services at \$7,194 plus annual data/cellular cost of \$2880. Total initial estimated costs to be incurred by the Records Compliance/Technology Fund are estimated at \$16,594. Attachment(s): • Bluebeam Email Quote • Enterprise Services Hardware Quote	
Actions Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider authorizing execution of the Bluebeam plan review application and iPad hardware acquisitions. The suggested motion to approve this action is as follows: <i>“Move to Authorize Chisago County staff to proceed with the use of County Records Dedicated Compliance/Technology Fund Balance in support of year one Bluebeam Application costs and iPad hardware with data/cellular support of the Tyler Enterprise Services Permitting and Licensing Software implementation as presented.”</i>	

Implications of Action: Recommended Board action will authorize Chisago County to proceed with Bluebeam third-party application software implementation and acquire the outlined hardware. Future years of Bluebeam software expense will be incorporated into Enterprise Services software operations budget.

Budget/Financial Implications: Staff requests no additional levy dollars in support of this request. The County Recorder has endorsed the utilization of Dedicated Compliance/Technology Fund Balance in support of the Tyler EP&L project.

Legal/Policy Implications: The proposed activity is in conformity with County authority and policies.

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Kurt M. Schneider

From: Bridget Johnson <bridget.johnson@caddmicrosystems.com>
Sent: Tuesday, July 9, 2024 3:13 PM
To: Kurt M. Schneider
Subject: RE: Tyler Permitting - Bluebeam Studio Prime Tier Level 1 quote asap

Follow Up Flag: Follow up
Flag Status: Flagged

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Hi Kurt,

I'm not sure if my phone keeps dropping the call or I know you mentioned in your email that the phone lines are being weird so I'll just reply here. Below are some options and my recommendation for EPL users. Studio Prime Level I is the only thing that's mandatory, after that, the Revu licenses and training are all optional to help you have more enhanced functionality and efficiency.

Bluebeam Software:

Studio Prime Level I: (required)

- **\$2,340** is a 1-year subscription to Studio Prime that will be needed to connect the integration Tyler's Enterprise Permitting and Licensing to your users Bluebeam Studio accounts.

Bluebeam Revu User Options:

- Users will need a subscription of Revu Core to comment, place stamps, redline and call outs, measurement tools, and document compare features.
 - **Bluebeam Core (annual subscription) - \$330 per user/year**
- Anyone who simply needs to view the document, place a text box, or stamp the document can download the software and use it as a non-subscriber.
 - Free

Training and Consulting Options:

Option 1:

Bluebeam for Tyler's EPL Quick Start:

To ensure your team uses Revu to its fullest, and is set up to integrate with Tyler's EPL, you want to make sure everything is configured to your specifications. We'll provide a detailed proposal but a high-level overview of what the Quick Start includes is listed below:

- Pricing: \$8,049.00
- Deployment Creation Support & Org Admin Setup
 - Assistance creating Bluebeam Revu deployments and understanding the admin license portal
- Tool Set Delivery
 - Dozens of Revu Tools – including markup, notation and drafting - organized into 12 discipline- and group-specific tool sets
- Group Training
 - Hands-on training for (10) Revu users
 - Training for additional users can be purchased separately

- Workshop Sessions
 - Time with our consulting team for education, customization and clarification
- CADD Care Helpdesk Support
 - Access to our team of experts to provide world-class technical support in a timely manner, ensuring a seamless software experience

Option 2: a-la-carte

Bluebeam Training:

- Level 1: Bluebeam for Tyler's EPL
- \$2,200 for a group of 8 students for a 1-day sessions

Consulting:

- \$185 an hour
- Typically, Tyler Tech customers start with 10 hours and add on from there. These are all billed as time and materials so we will bill you monthly for the hours used that month.
- Great for creating standards, custom markups, stamp creation, Bluebeam/PDF requirements documents for applicants, one on one assistance, and workflow/process development & documentation.

Let me know if you'd like me to send a Teams invite over to talk through anything.

Thanks!

Bridget Johnson
(540) 846.7924

Kurt M. Schneider

From: Dennis C. Wilton
Sent: Wednesday, July 24, 2024 4:23 PM
To: Kurt M. Schneider
Subject: Technology requests/cost

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kurt –

Below are the costs for the items you are requesting. I did plan on putting the monitors/mounts in the DES 2025 CIP Small Equipment New Requests. Let me know if you need anything else or have any other questions etc. Thanks!

2025 CIP Small equipment New Requests:

monitor cost = \$1300 per monitor

dual monitor mount = \$400 per mount

Total cost for monitor and mounts for 4 staff = \$6800.00

As for the iPads the price today is at:

\$1099.00 for an iPad Pro 11 inch with standard glass/256 GB

\$1299.99 for iPad pro 11 inch with standard glass/512GB

Cases will probably be \$50 - \$100

Total cost for six with say \$100 case = \$7194 ✖

Monthly cellular service on each iPad = \$40

Total cellular cost per year = \$2880 ✖

Chase needs to approve the data plans for the iPads.

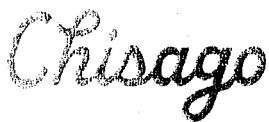
Dennis Wilton | Assistant Director of Enterprise Services / CTO

Enterprise Services

313 N Main St. Suite 140, Center City, MN 55012

Dennis.Wilton@chisagocountymn.gov

Phone: 651-213-8204 or Call me on Teams



Need help? [Schedule Time with Me](#) or [Open DES Support Ticket](#)

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 13
Title of Item for Consideration: Equipment Expenditure Request – 89’ Side Carpeting for Assessor and Probation Offices	
Action Requested by: Chase Burnham, County Administrator	Department: Administrator/Facilities
Previous Action on this Matter: At the July 17 th Board of Commissioners meeting, the Board approved carpeting for the 1989 side of the building for all public area and Environmental Services.	
Background: The 1989 side of the Chisago County Government Center has never had its public area carpet replaced. The 2024 CIP has allocated \$60,000 for replacement. Thomco Carpet has quoted replacing the carpet for \$81,781.15, which includes replacing the carpet in the Environmental Services office carpet. At the July 17th Board of Commissioners meeting, the Board approved carpeting for the 1989 side of the building for all public area and Environmental Services. There are 3 area that still have the old carpet on the 1989 side of the building: Assessor, Probation (Old Sheriff’s Space, and HHS). Thomco has quoted \$15,467.80 to replace the Assessor’s Carpet and \$14,147.00 to replace Probation. Attachment(s): Quote from Thomco Carpet	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider replacing the carpet in the 89’ side of the Government Center using remaining ARPA funds. The suggested motion to approve this action is as follows: <i>“Move to approve replacing the carpet in the 89’ side of the Government Center in the Assessor and Probation Offices using remaining ARPA funds.”</i>	
Implications of Action: Recommended Board action results in the purchase of new carpeting in the 89’ building in the Assessor’s and Probation Offices. Budget/Financial Implications: The carpet replacement is quoted by Thomco Carpet for \$29,614.80. Legal/Policy Implications: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



"Quality Service & Installation Since 1974"

INVOICE

968 South Lake St.

Forest Lake, MN 55025

651-464-2405

NAME Chisago County DATE 7-17-24
ADDRESS _____ CONTRACTOR _____
CITY _____
PHONE/EMAIL _____

<u>YARDS</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>TOTAL</u>
		Selection = "TBD" - Quoted 'Syndicated Buff' Carpet tiles		
		Assessors Office - Carpet tiles install take up + Dispose old carpet		15,467.80
		Probation Office - Carpet tiles install take up + Dispose old carpet		14,147.00

Steam mops can damage your floors. Carpets require professional cleaning every 18 months. Your vacuum can void your warranty if it is not approved. Check www.carpet-rug.org and your floors website for cleaning, warranty & vacuum requirements. Unforeseen floor prep is additional charge. Take up & disposal of old flooring and furniture moving is additional. Please let us know if a quote is needed. Thank you for your business!

Subtotal 29,614.80
Sales Tax _____
Total 29,614.80
50% Deposit _____
Balance Due _____

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 14
Title of Item for Consideration: Equipment Expenditure Request – Ballistic Vests and Supervision Tools for Probation Agents	
Action Requested by: Mark Hendrickson, Director	Department: Probation
Previous Action on this Matter: None.	
Background: Ballistic vests: Chisago County Probation is in need of purchasing 10 new ballistic vests for the Probation Agents. Vests have a 5-year lifespan, and currently, all Agent’s vests are expired. Agents are frequently in the field, clients homes, and the greater communities. Field safety policy requires Agents to work in pairs and to always wear their assigned Ballistic vest. It is concerning that the County is using expired vests, which is a potential liability for Agents and the County. Attached is an estimate for outfitting Agents with new ballistics vests. The final estimate is \$9,303.68. In addition to the ballistic vests, it is requested that Chisago County renews the 7 Tools on Demand from the Carey Group. In the past, the Chisago County Agents had access to electronic Carey Guides, which is a valuable tool in the supervision of clients. A vital part of the work with our clients involves identifying their risk to re-offend and the need areas (criminogenic needs) that contribute to their criminal behavior. The Tools on Demand allow Agents to assign activities and reports that address the areas that need changing. Tools on Devices (TOD) puts the power of Carey Group’s suite of cognitive behavioral tools in the hands of justice system professionals and their clients. With TOD, staff can electronically assign fillable versions of Carey Guide tools, BITS, and the Driver Workbook to the people on their caseload. Clients complete and submit the tools from their smartphone, tablet, or personal computer. No more lost assignments, no need for a printer. Feedback, encouragement, and notifications are also available, enhancing staff’s ability to effectively manage their cases and support clients in the behavior change process. TOD includes the Tool Navigator to help staff determine—in three clicks—what tools would most benefit each client, and the Dosage Meter, which tracks the amount of dosage, or programming, people receive when completing Carey Group tools or other activities. The cost for 7 Tools on Demand is \$325.00 per license, totaling \$2,275.00 per year. We can also purchase 5 years at a time in order to lock in the price for 5 years is \$150 per license. The 5-year purchase is \$5,250.00. Attachment(s): • Quote from ALPHA Training and Tactics and Sales • 1-year, 3-year and 5-yr Quote for ‘Tools on Demand’ Subscriptions – Carey Group	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider purchase 10 ballistic vests for the probation agents using remaining ARPA funds. The suggested motion to approve this action is as follows:

“Move to approve purchase 10 ballistic vests for the probation agents and a 5-year contract with Carey Group for the ‘Tools on Demand’ using remaining ARPA funds.”

Implications of Action: Recommended Board action results in the purchase of 10 ballistic vests for all of Chisago County Probation Agents and a 5-year subscription to Tools on Demand.

Budget/Financial Implications: The 10 ballistic vests is quoted by ALPHA Training and Tactics and Sales for \$9,303.68. The cost for 7 Tools on Demand is \$325.00 per license, totaling \$2,275.00 per year. We can also purchase 5 years at a time in order to lock in the price for 5 years. The 5-year purchase is \$5,250.00

Legal/Policy Implications: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.

Administrator’s Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



Estimate

Date	Estimate #
7/19/2024	2024-239

Chisago County Court Services
313 N Mian ST Room 124
Center City, MN 55012

Project

Item	Description	Qty	Rate	Total
POINT BLANK E...	Point Blank Concealable Executive Armor. AXII-4 Ballistic Level Armor Lightweight highly durable stretch material. Ergonomically designed, optimum protective coverage, maximum maneuverability. COLOR: BLACK OFFICER: AMANDA VOGEL 42R ROSE TEMA 42R JESSICA HILL 42R	3	883.44	2,650.32
POINT BLANK C...	POINT BLANK COMPRESSION SHIRT ARMOR Constructed of a highly durable stretch material that moves like a second skin, the compression Shirt Carrier provides unparalleled covert protection for around-the-clock performance ARMOR LEVEL: AXII-4 COLOR: BLACK OFFICER: BRETT STAGE SIZE: 39/32 GIRTH: 32 / 42RW1 / 42S1W1	1	1,008.56	1,008.56
THANK YOU FOR ALLOWING US TO GIVE YOU AN ESTIMATE--GOOD THROUGH 10-01-24			Total	

ALPHA Training & Tactics LLC & Sales

15247 61ST ST NE
Spicer, MN 56288



Estimate

Date	Estimate #
7/19/2024	2024-239

Chisago County Court Services
313 N Mian ST Room 124
Center City, MN 55012

Project

Item	Description	Qty	Rate	Total
POINT BLANK ...	POINT BLANK ULTRA COVERT CARRIER AND ARMOR. Specially contoured to fit closely to the body, Point Blank's latest Ultra Covert Carrier protects the wearer with lightweight ballistic coverage in the front, side and back. Available with Point Blank's high performance NIJ .06 ballistic systems. LEVEL: AXII-4 COLOR: BLACK OFFICER: NICK DEPUGLIO 54L2W1 / 54RW1 SAM SWATEK 35 / 12 FEMALE ZACH KNIGHT 43 / 16 JESSICA MOTT 40 / 16 KENZIE NOLLE 33 / 12 NICK MESSER 38 STANDARD	6	940.80	5,644.80

THANK YOU FOR ALLOWING US TO GIVE YOU AN ESTIMATE--GOOD THROUGH 10-01-24

Total

\$9,303.68

Estimate Date 07/22/2024

Customer Number Cust1568

Customer Name Chisago County Probation Department

Customer Contact Information

Mark Hendrickson
 313 N Main St
 Room #120
 Center City, MN 55012
 Mark.Hendrickson@chisagocountymn.gov
 651-213-8357

Product	Quantity	Price, each	S/H, each	Subtotal
Tools on Devices (TOD) Subscription	7	\$325.00	\$0.00	\$2,275.00
		Subtotal		\$2,275.00
		Adjustments		\$0.00
		Grand Total		\$2,275.00
				* Plus applicable taxes

Contact us to place your order.

Contact us

Carey Group
 3490 Piedmont Rd NE, Suite 304
 Atlanta, GA 30305

Telephone: 877-892-2739, ext. 80
 Fax: 321-305-5805
 email: cgp@thecareygroup.com
www.careygroupublishing.com

Estimate Date 07/22/2024

Customer Number Cust1568

Customer Name Chisago County Probation Department

Customer Contact Information

Mark Hendrickson
 313 N Main St
 Room #120
 Center City, MN 55012
 Mark.Hendrickson@chisagocountymn.gov
 651-213-8357

Product	Quantity	Price, each	S/H, each	Subtotal
Tools on Devices (TOD) Subscription	7	\$975.00	\$0.00	\$6,825.00
		Subtotal		\$6,825.00
		Adjustments		\$0.00
		Grand Total		\$6,825.00
				* Plus applicable taxes

License price is based on a 3-year subscription.

Contact us to place your order.

Contact us

Carey Group
 3490 Piedmont Rd NE, Suite 304
 Atlanta, GA 30305

Telephone: 877-892-2739, ext. 80
 Fax: 321-305-5805
 email: cgp@thecareygroup.com
 www.careygroupublishing.com

Estimate Date	07/22/2024	Customer Number	Cust1568
Customer Name	Chisago County Probation Department		

Customer Contact Information

Mark Hendrickson
 313 N Main St
 Room #120
 Center City, MN 55012
 Mark.Hendrickson@chisagocountymn.gov
 651-213-8357

Product	Quantity	Price, each	S/H, each	Subtotal
Tools on Devices (TOD) Subscription	7	\$750.00	\$0.00	\$5,250.00
		Subtotal		\$5,250.00
		Adjustments		\$0.00
		Grand Total		\$5,250.00
				* Plus applicable taxes

MN Consortium Discount Rate applied. License price is based on a 5-year subscription.

Contact us to place your order.

Contact us

Carey Group
 3490 Piedmont Rd NE, Suite 304
 Atlanta, GA 30305

Telephone: 877-892-2739, ext. 80
 Fax: 321-305-5805
 email: cgp@thecareygroup.com
www.careygroupublishing.com

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 15																																																																																																
Title of Item for Consideration: Finishing County Administration/Human Resources Remodel Project																																																																																																	
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 an Office Security remodel for the County Administration/Human Resources suite at the November 11th, 2023 Budget and Finance Meeting, and then approved the 2024 CIP plan as a part of the 2024 Budget. At the February 7th, 2024 Board meeting, the County Board approved Gregory Contracting for the 2024 Security and Remodel project, \$34,420.00 from the 2024 CIP. At the May 1st, 2024 Board meeting, the County Board approved a change order to add an additional office to the Administration/Human Resources suite, for \$9,240 from unallocated ARPA funds.																																																																																																	
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. Following proper business practices, Human Resource Offices should have closed, volume secured meeting spaces due to the confidential calls and meetings they participate in. The original project was needed due to security issues within the Administration and Human Resources Department. Admin/HR was the only department without a barrier between the public and staff. After the project began, a change order was requested to add an additional office for greater data security reasons and future County growth. The new office is used by Human Resources staff. Below are the expenditures thus far for the County Administration/Human Resources project; <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>VendorName</th> <th>VendorNum</th> <th>AuditDate</th> <th>SeqN</th> <th>RecOrWarrNI</th> <th>Amount</th> <th>TransDescription</th> <th>InvoiceNumber</th> </tr> </thead> <tbody> <tr> <td>AMAZON CAPITAL SERVICES</td> <td>10292</td> <td>6/30/2024 0:00</td> <td>333</td> <td>304070</td> <td>353.49</td> <td>2024 CIP MNT-0393</td> <td>1GJWK4KYTRDR</td> </tr> <tr> <td>GREGORY CONTRACTING</td> <td>70050</td> <td>2/13/2024 0:00</td> <td>333</td> <td>241224</td> <td>15,489.00</td> <td>2024 CIP MNT-0393</td> <td>6124</td> </tr> <tr> <td>UPLIFT DESK</td> <td>21105</td> <td>5/2/2024 0:00</td> <td>333</td> <td>242006</td> <td>1,577.00</td> <td>2024 CIP MNT-0393</td> <td>1786420</td> </tr> <tr> <td>GREGORY CONTRACTING INC</td> <td>70050</td> <td>5/16/2024 0:00</td> <td>333</td> <td>304132</td> <td>15,489.00</td> <td>2024 CIP MNT-0393</td> <td>6190</td> </tr> <tr> <td>UPLIFT DESK</td> <td>21105</td> <td>5/16/2024 0:00</td> <td>333</td> <td>242168</td> <td>1,602.00</td> <td>2024 CIP MNT-0393</td> <td>1791170</td> </tr> <tr> <td>CDW GOVERNMENT LLC</td> <td>30282</td> <td>6/6/2024 0:00</td> <td>333</td> <td>304217</td> <td>609.70</td> <td>2024 CIP MNT-0393</td> <td>RD16041</td> </tr> <tr> <td>ELECTRO WATCHMAN INC</td> <td>1522</td> <td>7/5/2024 0:00</td> <td>333</td> <td>304347</td> <td>2,113.23</td> <td>2024 CIP MTN 0393 CTY ADMIN</td> <td>424636</td> </tr> <tr> <td>GREGORY CONTRACTING INC</td> <td>70050</td> <td>7/5/2024 0:00</td> <td>333</td> <td>304349</td> <td>9,240.00</td> <td>2024 CIP MNT-0393</td> <td>CO 0001</td> </tr> <tr> <td>UPLIFT DESK</td> <td>21105</td> <td>7/5/2024 0:00</td> <td>333</td> <td>242598</td> <td>230.00</td> <td>2024 CIP MNT-0393</td> <td>1828753</td> </tr> <tr> <td>GREGORY CONTRACTING INC</td> <td>70050</td> <td>7/5/2024 0:00</td> <td>333</td> <td>304349</td> <td>3,442.00</td> <td>2024 CIP MNT-0393</td> <td>9811</td> </tr> <tr> <td>NAC MECHANICAL & ELECTRICAL SERVICES</td> <td>14124</td> <td>7/5/2024 0:00</td> <td>333</td> <td>304351</td> <td>6,600.00</td> <td>2024 CIP MNT-0393</td> <td>226475</td> </tr> </tbody> </table>		VendorName	VendorNum	AuditDate	SeqN	RecOrWarrNI	Amount	TransDescription	InvoiceNumber	AMAZON CAPITAL SERVICES	10292	6/30/2024 0:00	333	304070	353.49	2024 CIP MNT-0393	1GJWK4KYTRDR	GREGORY CONTRACTING	70050	2/13/2024 0:00	333	241224	15,489.00	2024 CIP MNT-0393	6124	UPLIFT DESK	21105	5/2/2024 0:00	333	242006	1,577.00	2024 CIP MNT-0393	1786420	GREGORY CONTRACTING INC	70050	5/16/2024 0:00	333	304132	15,489.00	2024 CIP MNT-0393	6190	UPLIFT DESK	21105	5/16/2024 0:00	333	242168	1,602.00	2024 CIP MNT-0393	1791170	CDW GOVERNMENT LLC	30282	6/6/2024 0:00	333	304217	609.70	2024 CIP MNT-0393	RD16041	ELECTRO WATCHMAN INC	1522	7/5/2024 0:00	333	304347	2,113.23	2024 CIP MTN 0393 CTY ADMIN	424636	GREGORY CONTRACTING INC	70050	7/5/2024 0:00	333	304349	9,240.00	2024 CIP MNT-0393	CO 0001	UPLIFT DESK	21105	7/5/2024 0:00	333	242598	230.00	2024 CIP MNT-0393	1828753	GREGORY CONTRACTING INC	70050	7/5/2024 0:00	333	304349	3,442.00	2024 CIP MNT-0393	9811	NAC MECHANICAL & ELECTRICAL SERVICES	14124	7/5/2024 0:00	333	304351	6,600.00	2024 CIP MNT-0393	226475
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To complete the County Administration/Human Resources Security remodel project, there needs to be further cabling for 'white noise' machines and door release buttons for each office. Lastly, a door was not budgeted for the new office (\$4,259.00). The door needs to have a window because the office has no other windows (\$1,853.00).																																																																																																	

Attachment(s):

- ECSI System Integrators

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the ECSI bill for cabling and door release buttons (\$4,259.00) and the new door (\$1,853) for an HR Office to complete the County Administration/Human Resources Security project using remaining unallocated ARPA funding. The following motion is suggested:

“Move to approve the ECSI bill for cabling and door release buttons (\$4,259.00) and the new door (\$1,853) for an HR Office to complete the County Administration/Human Resources Security project using remaining unallocated ARPA funding.”

Implications of Action: Approval will complete the County Administration/Human Resources Security and Remodel project.

Budget/Financial Implications: Funding for the project will come from the remaining unallocated CIP.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



A Division of Hunt Electric Corporation

(651) 735-7470

Invoice 24010446

Bill to: CHISAGO COUNTY JON ECKEL, MICS DIRECTOR 313 MAIN ST N RM 140 CENTER CITY, MN 55012	Job: CHISAGO CO GOVERNMENT CENTER 313 NORTH MAIN STREET CENTER CITY MN 55012
---	--

Invoice #: 24010446	Date: 07/22/24	Customer P.O. #:
Payment Terms: NET 30 DAYS		Customer Code: 132504
Salesperson: RICHARD H KROUSE		Customer E-Mail: DESBILLING@Chisagocountymn.gov

Remarks: CHISAGO CO GOVERNMENT CENTER WO# 24010446

Quantity	Description	U/M	Unit Price	Extension
----------	-------------	-----	------------	-----------

Provide and install some composite cable, 18/2 speaker cabling, volume controls and door release buttons. cable to accommodate the Human Resources remodel project in the government center as requested by Dennis Wilton on 1-5-24.

1.000 QUOTED PRICE

4,259.00 4,259.00

Subtotal: 4,259.00

Total: 4,259.00

VENDOR # 50128 OK'D
ACCT # AMT 4,259.00
ACCT # AMT

APPROVED

PAYABLE DATE

WARRANT #

PAYMENT OPTIONS

Electronic Payments (preferred):

Hunt Electric Corporation

Bank Name: US Bank

Beneficiary Account: 180111068789

ABA Routing Number: 091000022

Remittance Email: ashepherd@huntelec.com

Mail To Our Lockbox:

ECSI

PO Box 860531

Minneapolis, MN 55486-0518

Credit Card Payments:

Accepted with a fee of 3%

www.huntelec.com

Chisago County Board of Commissioners
August 7th 2024



Gregory Contracting Inc.

Printed: Jul 25, 2024

24700 Hazel Ave, Forest Lake, MN 55025

Phone: 651-213-0668

Change Order

Owner Info

Chisago County Jail
15230 Per Road
Center City, MN 55012
Phone: 651-346-8817 -Ward
Cell: +1651-346-8817 - Ward

Job Info

313 Main st
center city, MN 55012

Change Order ID

0002

Chisago County Court House B2-Remodel-Toby/James

CO ID	Created / Approved Date	Price
0002	Created: Jul 24, 2024 Pending...	\$1,853.10

Description

3rd Office on Right - Door/Lockset

Furnish and install new door/lockset for 3rd office on right in HR office, stain to match.

We propose the above changes in the scope of work for the added sum of **(\$1853.10)**

The payment is as follows: **Due upon change order receipt**

All material is guaranteed to be as specified. All work is to be completed in a substantial work man like manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving additional extra costs will be executed only upon additional written orders and will become an additional extra on the project. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Approval Comments

I confirm that my signature action here is binding.

Authorized Signature _____ Date _____

Printed Name _____

Authorized Signature _____ Date _____

Printed Name _____

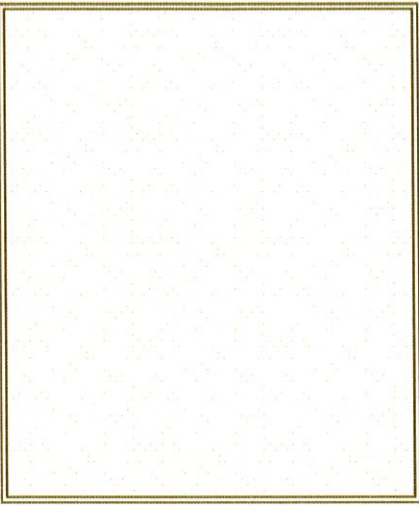
TOTAL AMOUNT OF CHANGE ORDER:

\$1,853.10

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 16
Title of Item for Consideration: Out of State Travel Request – ProPhoenix Users Conference, WI Dells	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: .Included in 2024 approved budget	
Background: The Sheriff’s Office uses the Pro Phoenix software for their entire operation, Enterprise Services and Heidi Weidner provide the day-to-day support for this system. The Pro Phoenix User Conference covers the entire application as well as the new updates coming out for the next year. It is important for Heidi to have the training and know the details of the pending updates for the application. Attachment(s): Out of State travel request	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel for Heidi Weidner to attend the Pro Phoenix user conference in the Wisconsin Dells 9-23 through 9-26-2024. The following motion is suggested: <i>“move to approve the out of state travel request for Heidi Weidner to attend the Pro Phoenix User Conference in the Wisconsin Dells September 23rd through September 26th, 2024.”</i>	
Implications of Action: By attending this event Heidi Weidner, will have a better understanding of the upcoming changes and status of patches that will need coming for the Sheriff’s Pro Phoenix applicant. As well as be better able to position Chisago County to plan for these implementations. Budget/Financial Implications: Included in the 2024 board approved budget. Legal/Policy Implications: All county policies, as well as State or Federal laws will be adhered to.	
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	7/3/2024	
Employee Name	Heidi Weidner	
Department	Chisago County Sheriff's Office	
Destination	Wisconsin Dells	
Purpose of Travel	ProPhoenix Conference	
Departure Date	9/23/2024	
Return Date	9/26/2024	
Total Travel Expenses	\$1,125.02	
Supervisor Name (PRINT)	Jon Eckel	
Supervisor's Signature		Date Approved 7-16-24
County Board Signature		Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				\$0.00
Ground Transportation			1	\$0.00
Conference/Registration Fees			1	\$795.00
Lodging			1	\$330.02
Meals			1	\$0.00
Mileage			1	\$0.00
Grand Total				\$1,125.02

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 17
Title of Item for Consideration: OpenGov Order Form & Master Services Agreement	
Action Requested by: Chase Burnham, Administrator & Kristin Waddell, Chief Deputy Auditor-Treasurer	Department: Administration & Auditor-Treasurer
Previous Action on this Matter: Budget & Finance discussion on July 10.	
Background: At the July 10th Budget and Finance meeting, County Administrator Burnham and Chief Deputy Auditor-Treasurer Waddell discussed the current software used for budget creation in Chisago County. The costs and difference between OpenGov (current budget software provider) and ClearGov (prospective software provider) were discussed. At the time, the committee recommended that the County seek a contract with ClearGov. After the July 10th B&F meeting and prior to the July 17th Board meeting, OpenGov came back to the County with the proposal, matching the services ClearGov would provide (Full Budgeting & Planning – adds Workforce Planning, Capital (CIP) Planning, and Budget Book). The OpenGov proposal also includes the additional Reporting & Transparency features and nightly financial integration with our current financial software, which ClearGov did not. It is respectfully requested that the Board of Commissioners approve the Master Services Agreement with OpenGov for a 2024 total of \$56,000. Staying with OpenGov will provide minimal service disruption to the County and prevent the need to retrain staff on new budget software. Additional unallocated ARPA requested for this project is \$7,940, which covers the one-time profession services fee of \$15,000 and the additional software fee of \$12,800 over the original budgeted amount for 2024. The committee had previously allocated \$19,860 towards this project at the July 10th meeting. Attachment(s): • OpenGov Order Form • OpenGov Proposal • OpenGov Statement of Work • OpenGov Master Services Agreement	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with OpenGov for budget software and professional services and the additional \$7,940 of ARPA unallocated funds. The following motion is suggested: <i>“Move to approve the agreement with OpenGov for budget software and professional services and the additional \$7,940 of ARPA unallocated funds.”</i>	

Implications of Action: Approval will allow the County to continue with 2025 Budget planning and utilize the OpenGov Workforce module in upcoming contract negotiations.

Budget/Financial Implications: ARPA funds are requested be used to cover shortage in 2024.

Legal/Policy Implications: The County Attorney has reviewed and approved this Agreement as to form..

Administrator's Recommendation

Approve C EB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q000MN72143
Created On: 7/23/2024
Order Form Expiration: 9/30/2024
Subscription Start Date: 10/1/2024
Subscription End Date: 9/30/2027

Prepared By: Jenny Russell
Email: salesops@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	County of Chisago, MN		
Bill To/Ship To:	313 N Main St., County Government Center, Center City, Minnesota 55006 United States		
Contact Name:	Bridgitte Konrad		
Email:	auditor-treasurer@chisagocountymn.gov		

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Budgeting & Planning <i>Financial Integration, Workforce Planning, Online Budget Book, Operating & Capital Budgeting</i>	10/1/2024	9/30/2025	\$41,000.00
Budgeting & Planning <i>Financial Integration, Workforce Planning, Online Budget Book, Operating & Capital Budgeting</i>	10/1/2025	9/30/2026	\$43,050.00
Budgeting & Planning <i>Financial Integration, Workforce Planning, Online Budget Book, Operating & Capital Budgeting</i>	10/1/2026	9/30/2027	\$45,202.50

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:	
Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.
Professional Services Total:	
	\$15,000.00

Service Terms		
Service Date:	Amount:	
October 1, 2024	\$56,000.00	<i>(Professional Services + Annual Software Fee)</i>
October 1, 2025	\$43,050.00	
October 1, 2026	\$45,202.50	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Chisago, MN

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Chicago County, MN

OpenGov Workforce Planning

OpenGov Cloud



Chicago County Board of Commissioners
August 7th 2024



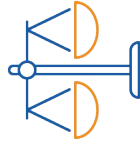
BUDGETING & PLANNING

- Operating Budget
- Capital Planning
- Workforce Planning
- Online Budget Book



PROCUREMENT

- Solicitation Development
- Supplier Engagement
- Evaluations & Awards
- Contract Management



FINANCIALS

- Core Financials
- Payroll & HR
- Utility Billing



ASSET MANAGEMENT

- Asset Management
- Work Management
- Resource Management
- Infrastructure Planning



PERMITTING & LICENSING

- Forms & Workflows
- Public Portal
- Inspections
- Online Payments



REPORTING & TRANSPARENCY

- Dashboards | Performance
- Public Engagement

Chicago County Board of Commissioners
August 7th 2024

Collaborative tools to drive an automated and strategic process

Prioritize, plan, and promote your biggest investments

Simplify planning for your most important asset – your people

Publish an interactive GFOA award-winning budget book directly from your budgeting system

5 Year Budget Projections Reallocated \$7M from Personnel Budget due to Greater Accuracy Program-Based Budgeting

Chicago County Board of Commissioners
August 7th 2024

BUDGETING & PLANNING



"We make sure departments are including not only information about what they're doing, but also... how it connects to the city's strategic plan."

Amelia Cruver, Budget Director | City of Minneapolis, MN

Chisago County, MN Proposal

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov. All Future Software Enhancements, Fixes, Updates

OpenGov Budgeting & Planning		
Product Additions	Software	Professional Services
Full Budgeting & Planning - adds Workforce Planning, Capital Planning, Budget Book (GFOA Templates)	\$41,000	\$15,000

OpenGov Pricing Includes:

- Full Budgeting & Planning Solution:
 - Operating Budget, Workforce Planning, Capital Planning, Online Budget Book w/ GFOA Templates, Reporting & Transparency, Nightly Financials Integration
- \$15,500 discount on software, \$6500 discount on professional services



Statement of Work

County of Chisago, MN

Creation Date: 7/15/2024
SoW Expiration Date: 10/15/2024
Document Number: PS-06516.1
Created by: Sidney Barnes

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12. Estimated Project Timeline	7
13. Change Order Process	7
Exhibit 1: Implementation Activities	8

OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for County of Chisago, MN ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The [OpenGov Responsibilities](#) section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Section 4 Project Scope will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Exhibit 1](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the [Change Order Process](#) and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in [Exhibit 1](#).

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in [Exhibit 1](#).

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in [Exhibit 1](#).

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the [Change Order Process](#) with the Customer's Project Manager.

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8 . Customer Responsibilities

8.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

8.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

8.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

9. Customer's Project Manager

9.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

9.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

9.3. Identify and assign Subject Matter Experts (SME).

9.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

9.5. Participate in project status meetings.

- 9.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
- 9.7. Resolve deviations from the estimated schedule.
- 9.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.
- 9.9. Administer the [Change Order Process](#) with the Project Manager, if applicable.

10. Acceptance Procedure

- 10.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
- 10.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
- 10.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- 10.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
- 10.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.
- 10.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.
- 10.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

11. Estimated Schedule

- 11.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will

work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

11.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

12. Estimated Project Timeline

12.1. The estimated project timeline is 4 months from project kick off. The project plan will be agreed upon by the OpenGov and Customer Project Manager.

13. Change Order Process

13.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

13.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

13.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - Create Cost Elements
 - Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Capital Budget.
- Configure up to four (4) Capital Budget Reports using OpenGov budget data:
 - Development
 - Details
 - Categories*
 - Capital Plan
- Review configured OpenGov Reports and provide training Customer on how to:
 - Export Budget Data for use in OpenGov Reports.
 - Create new Reports
 - Manage Reports
 - Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.
- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Budget Book Publication

OpenGov will:

- Based on best practices, build out the look and feel of OpenGov's eighteen (18) Standard OBB Templates, which were built based upon GFOA guidelines.
- Build up to twelve (12) standard reports for use in the Online Budget Book, including:
 - Standard Online Budget Book FIN Forecast
 - Performance Measures
 - Standard Department Expenses
 - Standard Department Revenues
 - FTE Report
 - CIP Summary
 - Fund Balance Report
 - Three Year Consolidated Summary
 - Standard Fund Expenditures
 - Standard Fund Revenues
 - Debt Service
 - Fund Balance Report
- Based on Customer availability of data, build up to five (5) of the following additional reports:
 - Population Report
 - Education Enrollment
 - City Demographics
 - Home Price
 - Tax Payer
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Complete User Acceptance Testing steps to validate the OBB.
- Provide data for the Standard Reports in the required format.
- Update and maintain data for all Reports using non-integrated data.
- Create any additional OBB Reports, Report Views, and OBB Stories from standard OBB Templates and add content including:
 - Narrative
 - OpenGov Report Views
 - Images
 - Data not in OpenGov

- Attend working sessions to get answers on OBB questions.
- Make Stories public and Publish OBB.

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Budget Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Budget Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide one (1) 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- End User Training has been conducted.

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. **Professional Services**
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any ~~paid~~ Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be ~~pre~~approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
 - 7.1.4. Customer Delays; On Hold Fee.

- 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.
- 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 100% the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete ~~team~~ Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of NonPayment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, ~~value~~ added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any ~~Taxes~~ Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties ~~and interest~~, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement

are exempt from Sales Taxes, Customer agrees to provide OpenGov, as ~~en~~ evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, ~~NOTS~~ SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S ~~SOLE~~ CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE ~~FEES~~ PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any

other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of nonenforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no thirdparty beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate onto any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

<i>Signatures</i>	
Customer: 	OpenGov, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 18
Title of Item for Consideration: SpyGlass Technology Audit Invoice	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: At the January 10, 2024 Budget and Finance Meeting, the Committee recommended approving a contract with SpyGlass Technology Auditing for a phone audit of Chisago County. The County Board approved the Budget and Finance Committee's recommendation at the January 17th 2024 Board Meeting.	
Background: SpyClass is an independent contractor which analyzes telecommunications service accounts (Voice, Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. According to the agreement approved by the Chisago County Board, the County agreed to pay SpyGlass the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company: 40% of any "Cost Recovery" 10 times any "Service Elimination Savings" 10 times any "Cost Reduction Savings" After the Audit, SpyGlass found \$2,193.32 in monthly saving (\$19,739 SpyGlass fee) in voice/data services no longer being utilized by Chisago County, and \$2,285.16 (\$20,566.44 SpyGlass fee) in mobility services. The unused or under used phone services were disconnected. The total owed SpyGlass is \$40,306.32. Attachment(s): - SpyGlass Invoice (\$35,543.61) - SpyGlass Invoice Detail - SpyGlass Invoice (\$4,852.71) - SpyGlass Invoice Detail	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve final, and only payment to SpyGlass, for the phone technology audit from the remaining unallocated ARPA funding. The following motion is suggested: <i>"Move to approve final, and only payment to SpyGlass, for the phone technology audit from the remaining unallocated ARPA funding."</i>	
Implications of Action: Approval will complete the SpyGlass Technology Audit project.	
Budget/Financial Implications: \$35,543.61 + \$4,852.71 = \$40,306.32. Funding for the completion	

of this project can come from the remaining unallocated CIP, remaining unallocated ARPA or from fund balance.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450
www.spyglass.net

Invoice

Date	Invoice #
7/22/2024	26405

Remit To:

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450

Email: AR@spyglass.net

Bill To:

County of Chisago, MN
Chase Burnham
313 N Main St. Rm 240
Center City, MN 55012

Terms	Rep	IPM
Net 30	JMcCu	Megan
Qty	Rate	Amount
9	2,465.79	22,192.11
9	1,473.50	13,261.50
Total \$35,453.61		

Alternate payment methods accepted: EFT/ACH/Direct Deposit, Visa, MasterCard, American Express and Discover (no fee)

**For W9, payment questions or alternate forms of payment contact Accounts Receivable:
Phone: 440-471-8764 OR Email: AR@spyglass.net**

Voice/Data Services - Forward Looking					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
Lakeland Communications 100001945					
Advertising & Listings	715 825 4912	Confirmed by Alexa @ Lakeland	2024-06-27	\$1.00	\$ 9.00
Minnesota IT Services 100A01302					
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 4433	Dennis submitted through portal	2024-06-27	\$6.90	\$ 62.10
Advertising & Listings	651 257 4100	Dennis submitted through portal	2024-06-27	\$8.00	\$ 72.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 583 3253	Dennis submitted through portal	2024-06-27	\$1.00	\$ 9.00
Advertising & Listings	651 674 7034	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 4433	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 4433	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7034	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7034	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7034	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7034	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 4433	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 5725	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00
Advertising & Listings	651 674 7033	Dennis submitted through portal	2024-06-27	\$6.00	\$ 54.00

Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
Miscellaneous Data Connections	23.LGXX.500127: WAN Services	Dennis submitted through portal	2024-06-27	\$205.00	\$ 1,845.00
Miscellaneous Data Connections	23.LGXX.500126: WAN Services	Dennis submitted through portal	2024-06-27	\$205.00	\$ 1,845.00
Miscellaneous Data Connections	23.LGXX.500128: WAN Services	Dennis submitted through portal	2024-06-27	\$205.00	\$ 1,845.00
Miscellaneous Data Connections	23.LGXX.500129: WAN Services	Dennis submitted through portal	2024-06-27	\$205.00	\$ 1,845.00
Unused Lines	320 358 4154	Dennis submitted through portal	2024-06-27	\$50.87	\$ 457.83
Unused Lines	651 465 5030	Dennis submitted through portal	2024-06-27	\$20.00	\$ 180.00
Unused Lines	651 674 4434	Dennis submitted through portal	2024-06-27	\$80.56	\$ 725.04
Unused Lines	651 674 4433	Dennis submitted through portal	2024-06-27	\$75.47	\$ 679.23
Midco 134143101					
Advertising & Listings	651 213 3799: Non Listed	Completed Bobbi Jo Herubin-Noll (Account rep)	2024-07-08	\$1.88	\$ 16.92
Excessive PRI Pricing	SIP Services	Dennis signing contract	2024-06-27	\$900.00	\$ 8,100.00
Advertising & Listings	651 674 4411: Add'l Listing	Completed Bobbi Jo Herubin-Noll (Account rep)	2024-07-08	\$5.64	\$ 50.76
Total Voice/Data Forward-Looking:				\$2,193.32	\$ 19,739.88
Mobility Services - Forward Looking					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
AT&T FN 287296297819					
Unused Wireless Devices	612 513 9456	Disconnect completed by Dennis	2024-06-26	\$50.27	\$ 452.43
Unused Wireless Devices	612 666 5479	Disconnect completed by Dennis	2024-06-26	\$50.27	\$ 452.43
Unused Wireless Devices	651 202 1677	Disconnect completed by Dennis	2024-06-26	\$50.27	\$ 452.43
Unused Wireless Devices	651 233 7157	Disconnect completed by Dennis	2024-06-26	\$38.23	\$ 344.07
Unused Wireless Devices	651 324 1165	Disconnect completed by Dennis	2024-06-26	\$38.23	\$ 344.07
Unused Wireless Devices	763 358 7310	Disconnect completed by Dennis	2024-06-26	\$45.20	\$ 406.80
Verizon 585610251-00001					
Unused Wireless Devices	612 364 2620		2024-06-24	\$24.14	\$ 217.26
Unused Wireless Devices	612 364 3395		2024-06-24	\$24.14	\$ 217.26
Unused Wireless Devices	612 364 5108		2024-05-28	\$24.14	\$ 217.26
Wireless Features	612 400 3206: 4G Smartphone Hotspot		2024-04-05	\$5.00	\$ 45.00
Unused Wireless Devices	612 518 4550		2024-06-24	\$24.14	\$ 217.26
Unused Wireless Devices	612 772 0210		2024-05-28	\$24.14	\$ 217.26
Unused Wireless Devices	612 772 0238		2024-06-24	\$24.14	\$ 217.26
Wireless Features	651 295 0931: 4G Smartphone Hotspot		2024-04-02	\$5.00	\$ 45.00
Wireless Features	651 295 0931: Field Force Mgr BAS Ad		2024-04-02	\$20.00	\$ 180.00
Wireless Features	651 302 3044: 4G Smartphone Hotspot		2024-06-11	\$5.00	\$ 45.00
Wireless Features	651 368 0438: 4G Smartphone Hotspot		2024-04-30	\$5.00	\$ 45.00
Unused Wireless Devices	651 381 8430		2024-06-24	\$24.14	\$ 217.26
Unused Wireless Devices	651 485 0983		2024-05-20	\$24.14	\$ 217.26
Verizon 842602367-00001					
Unused Wireless Devices	612 214 0414	Disconnect completed	2024-06-26	\$20.02	\$ 180.18
Unused Wireless Devices	612 257 3226	Disconnect completed	2024-06-26	\$20.02	\$ 180.18
Unused Wireless Devices	612 269 8474	Disconnect completed	2024-06-26	\$40.01	\$ 360.09

Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
Unused Wireless Devices	612 427 5049	3015172750	2024-06-21	\$40.01	\$ 360.09
Unused Wireless Devices	612 456 8944	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	612 468 6904	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	612 487 3122	3012630733	2024-06-20	\$40.02	\$ 360.18
Unused Wireless Devices	612 503 6651	Disconnect completed	2024-06-26	\$40.01	\$ 360.09
Unused Wireless Devices	612 597 7327	Disconnect completed	2024-05-10	\$40.01	\$ 360.09
Unused Wireless Devices	612 619 4261	3022946875	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	612 655 3186	Disconnect completed	2024-05-08	\$40.01	\$ 360.09
Unused Wireless Devices	612 709 6702	Disconnect completed	2024-05-09	\$40.01	\$ 360.09
Unused Wireless Devices	612 759 2462	Disconnect completed	2024-04-15	\$40.01	\$ 360.09
Unused Wireless Devices	612 772 1378	Disconnect completed	2024-05-13	\$40.01	\$ 360.09
Unused Wireless Devices	612 772 3321	3022946875	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	612 772 3323	Client needs to cancel once pending order completes.	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	612 849 2268		2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	651 677 0351		2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	651 677 0835	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	651 677 1266	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	651 728 2227	Disconnect completed	2024-04-09	\$40.01	\$ 180.18
Unused Wireless Devices	651 764 4726	Disconnect completed	2024-06-26	\$20.02	\$ 180.18
Unused Wireless Devices	651 764 4776	Disconnect completed	2024-05-08	\$40.01	\$ 360.09
Unused Wireless Devices	651 792 5325	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	651 829 5847	Disconnect completed	2024-06-26	\$20.02	\$ 180.18
Unused Wireless Devices	763 312 4141	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	763 312 4517	Disconnect completed	2024-05-09	\$40.01	\$ 360.09
Unused Wireless Devices	763 312 4881	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	763 312 4942	Disconnect completed	2024-05-09	\$40.01	\$ 360.09
Unused Wireless Devices	763 312 4946	Disconnect completed	2024-05-15	\$40.01	\$ 360.09
Unused Wireless Devices	763 312 9693	Disconnect completed	2024-04-02	\$40.01	\$ 360.09
Unused Wireless Devices	763 354 4218	3023067532	2024-06-27	\$40.01	\$ 360.09
Unused Wireless Devices	763 645 7071	3023067532	2024-06-27	\$40.01	\$ 360.09
Total Mobility Forward-Looking:				\$ 1,745.97	\$ 15,713.73
Invoice Total: \$ 35,453.61					



The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450
www.spyglass.net

Invoice

Date	Invoice #
7/31/2024	26529

Remit To:

The SpyGlass Group, LLC
25777 Detroit Rd Ste 400
Westlake, OH 44145-2450

Email: AR@spyglass.net

Bill To:

County of Chisago, MN
Chase Burnham
313 N Main St. Rm 240
Center City, MN 55012

Terms	Rep	IPM
Net 30	JMcCu	Megan
Qty	Rate	Amount
9	539.19	4,852.71
Total		\$4,852.71

Alternate payment methods accepted: EFT/ACH/Direct Deposit, Visa, MasterCard, American Express and Discover (no fee)

For W9, payment questions or alternate forms of payment contact Accounts Receivable:
Phone: 440-471-8764 OR Email: AR@spyglass.net



Mobility Services - Forward Looking					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
Verizon 842602367-00001					
Unused Wireless Devices	612 219 3317	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	612 219 3317	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	612 246 5301	3356980775	2024-07-31	\$40.01	\$ 360.09
Unused Wireless Devices	612 248 7317	Disconnect completed by Dennis	2024-07-29	\$20.02	\$ 180.18
Unused Wireless Devices	612 368 7929	3356980775	2024-07-31	\$20.02	\$ 180.18
Unused Wireless Devices	612 616 6264	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	612 759 3748	3356980775	2024-07-31	\$40.01	\$ 360.09
Unused Wireless Devices	612 772 3345	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	612 772 3345	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	612 790 0399	3356980775	2024-07-31	\$40.01	\$ 360.09
Unused Wireless Devices	651 302 0034	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	651 302 0034	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	763 264 8780	3356980775	2024-07-31	\$20.02	\$ 180.18
Unused Wireless Devices	763 312 3620	Disconnect completed by Dennis	2024-07-29	\$19.00	\$ 171.00
Unused Wireless Devices	763 312 9867	Disconnect completed by Dennis	2024-07-29	\$40.01	\$ 360.09
Unused Wireless Devices	763 401 3695	Disconnect completed by Dennis	2024-07-29	\$20.02	\$ 180.18
Total Mobility Forward-Looking:				\$539.19	\$ 4,852.71
Invoice Total: \$ 4,852.71					

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 19
Title of Item for Consideration: TurnKey Corrections Agreement	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The jail currently has an agreement with TurnKey Corrections (TKC) to provide commissary and accounting/administrative services to the jail. As a part of this agreement, TKC provides kiosks in the jail housing units for inmates to manage requests, order commissary items, access law library services, etc.\ Attachment(s): Renewal Agreement with TurnKey Corrections	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with TurnKey Corrections to continue providing commissary and accounting services within the Chisago County Jail. The following motion is suggested: <i>“Move to approve the Agreement between Chisago County and TurnKey Corrections.”</i>	
Implications of Action: Approval of this agreement will allow the jail to continue providing commissary and accounting services to the inmate population. Budget/Financial Implications: There is no cost for this agreement and the County will collect a commission (37%) on all commissary items purchased by inmates. Any fees associated with education tablets or law library services will be funded from the inmate canteen fund. Legal/Policy Implications: This Agreement has been reviewed and has been found to be in compliance with Chisago County policies, as well as all Local, State, and Federal Laws. 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 _____

**Chisago County Jail
JAIL SERVICES AGREEMENT**

THIS JAIL SERVICES AGREEMENT (“Agreement”) is between Chisago County Jail a political subdivision of the State of Minnesota (“Facility”), and T.W. Vending, Inc., doing business under the names of TurnKey Corrections or Kimble’s Food By Design LLC. (either referred to herein as the “Provider”), each a “Party” and collectively, the “Parties”.

WHEREAS, the Facility seeks to enter into an agreement for the provision of certain inmate services and commissary products to its Facility and for the benefit of its inmates; and

WHEREAS, Provider is capable of providing such inmate services and commissary products to the Facility, and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, which is detailed below, the Facility and Provider agrees as follows:

1. Effective Date of Agreement. This Agreement shall be effective when executed by the Facility (“Effective Date”). Depending on the services selected by the Facility as detailed in the attached Exhibit A (collectively, the “Services”), the billing for the Services shall commence the date such Service becomes available at the Facility.
2. Term of Agreement.
 - (a) The Parties agree that the initial term of this Agreement shall be for a period of four (4) years (“Initial Term”), beginning on the first day of the first full calendar month following the Effective Date. This Agreement shall continue for the duration of the Initial Term and will automatically renew for three, one-year terms thereafter (“Renewal Terms”)(the Initial Term and any Renewal Terms shall collectively be referred to herein as the “Term”), provided that, beginning in the final year of any Term, either Party may terminate this Agreement effective at the end of such Term by delivery of written notice to the other Party at least 60 days prior to the end of such Term.
 - (b) In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Agreement, then Facility will immediately provide written notice of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to Facility Of any kind whatsoever. Nothing in this Section I shall allow Facility to withhold or refuse payment of any money due and payable Provider provided in compliance with this Agreement.
 - (c) Facility agrees it will segregate inmate funds it collects from inmates for services and products purchase by inmates pursuant to this Agreement, and will not encumber such funds, and will not otherwise remit such funds to anyone other than the Provider.
 - (d) Facility grants Provider, as an independent contractor the exclusive right to sell commissary products and any other items which are charged to the inmates' account balance.
3. Software; Equipment.
 - (a) **Equipment:** Provider has conducted a site visit and determined the amount of equipment required in order to best provide the Facility and its inmate population with the Services (“Hardware”). Provider shall install the Hardware and Provider’s administrative software, known as the “TurnKey Elite Account Management” software system (“TEAM”), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the “Equipment”), and provide adequate training for all such Equipment, all without charge to Facility unless otherwise indicated herein. The Equipment identified in this Agreement reflects the Hardware package selected by the Facility, but the installed Hardware may vary depending on the final agreed requirements of the Facility. It is the obligation of the Provider to track the Equipment inventory at the Facility.
 - (b) **Software License:** Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall provide Facility access to TEAM during the initial training. Upon activation, Provider grants the Facility the non-exclusive, non-transferrable and non-sub-licensable right to install and use TEAM on Facility’s computers within the limits specified in this Agreement. TEAM will establish the accounts used by the inmate population of the Facility (“Trust Accounts”) to buy the various services offered from Provider, and any third-party vendor to the Facility with which Facility requires integration. The rights of use granted hereunder shall not include any rights to the source code of TEAM.

- i. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.
- ii. Any use of the software exceeding the agreed scope of use is expressly prohibited. The Facility shall use TEAM only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use. When using TEAM, the Facility shall, in particular, comply with all applicable data protection and export control provisions.
- iii. The rights granted under this Agreement shall not include and the Facility shall not be entitled to nor shall it allow a third party to (i) attempt to circumvent any technical devices of TEAM that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify or create derivative works, or translate, decompile or create or attempt to create, by reverse engineering or otherwise, its source code or object code of TEAM; (iii) use TEAM under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar marking on any copy of TEAM, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute TEAM or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to TEAM. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy, and that, therefore, Provider is entitled, in addition to its other rights and remedies, to equitable relief in the form of an injunction against any or further breach of this limited license.
- iv. As between the Parties, Provider retains all right, title and interest in and to TEAM and in all copies, modifications and derivative works of TEAM including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.
- v. Provider may, at its sole discretion, elect to offer updates to TEAM. Provider shall have no obligation to provide updates to TEAM. If, however, Provider does elect to provide updates, the Facility shall be obligated to update TEAM as soon as reasonably practicable. Updates are provided at no expense to the Facility. All rights and obligations set forth herein shall also apply to any updates.
- vi. SPECIFIC AS TO TEAM, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS ON MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF TEAM.
- vii. Since Provider is not selling TEAM to the Facility, and the functionality of TEAM will cease after the termination of this Agreement, therefore PROVIDER OFFERS NO WARRANTIES TO THE FACILITY AS TO TEAM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT TEAM WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF TEAM WILL BE UNINTERRUPTED OR ERROR-FREE. The Parties hereto agree that this Section is meant to waive the applicability of and to otherwise release Provider from any statutory warranty available to the Facility which can be waived. All statutory warranties available to Facility which cannot be waived shall remain in full force and effect.
- viii. Provider strictly complies with applicable data protection law, non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with TEAM. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes. The use by Provider of data generated hereunder is strictly the responsibility of Provider, and Provider shall keep and maintain all such data use secure to the highest industry standards.
- ix. The Parties hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The Facility acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of TEAM is dependent

on the internet connection at the Facility, as well as the Facility's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Provider and shall likely have an impact on the functionality of TEAM.

- A. Subject to the foregoing, Provider will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Provider web-service partners, and performance degradation.
- B. Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Provider will make every effort to not perform scheduled maintenance during each available maintenance window. TEAM updates may be released as needed outside the standard scheduled maintenance windows. Also, whenever possible, Provider will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Provider will provide an incident report for major incidents within 72 hours of closure of a material outage.
- x. Facility acknowledges that TEAM and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law.
- xi. TEAM allows for limited customization by the Facility of limited fields. Provider is able to instruct Facility as to how to customize those limited fields, but makes no representation or warranty as to the efficacy or usefulness of any such customization. Facility shall also agree that it is solely and completely responsible for any such customization, and agrees to hold Provider harmless from any disputes or claims resulting from Facility's customization of any TEAM field. Facility further agrees that Provider reserves the right to charge the Facility for any customization, and for the costs and expenses associated with maintaining such customization. Any such charge to the Facility for any such customization shall reduce any amounts due from Provider to Facility hereunder.

4. Service Specifications.

(a) **Equipment Ownership:** All Equipment is and remains owned exclusively by Provider. So long as all terms and conditions set forth herein are fully satisfied, Provider shall remove all such Equipment at the termination of the business relationship between Provider and Facility, at no cost to the Facility.

- i. **Equipment Maintenance: Provider agrees that Facility has absolute control over the placement and use of Provider's Equipment, and the use of any such Equipment by any inmate.** Provider agrees to keep all Equipment in good order and operating condition. Provider maintains 24/7/365 customer service. It is the goal of Provider to respond to service requests within 2 hours of requests, to resolve such requests on a priority basis, and to provide an action plan within 48 hours for issues that cannot be immediately addressed. It is also the goal of Provider to respond to Equipment failures within 48 hours of notice. Provider shall not be held accountable, however, for delays in response caused by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

(b) **Deposit Processing:** Subject to the set-off provisions as set forth herein, amounts deposited into the Trust Accounts are available for use by the applicable inmate. If any amount so deposited is disputed, and if allowed under law and if the funds remain available, such disputed deposit shall be deducted from the applicable inmate's Trust Account. Such deficiency may also include amounts incurred by Provider as the result of any chargebacks attributable to the inmate. Inmate funds deposited into the Trust Account through any means including cash, check, money order and/or credit card deposits are subject to reversal, recovery and modification by the Facility and Provider. Examples may include returned checks for insufficient funds or fraud, credit card charge backs, and the deposit of counterfeit currency. In these instances, the Trust Account will be debited the amount plus any incurred fees by either the Facility and/or Provider. TEAM allows the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency from any new amounts deposited into the inmate's Trust Account incurred during the previous incarceration.

- i. Provider does not warrant that credit/debit card processing will be error free. While Provider acknowledges that it is responsible for the actions of its processor, any errors in the use of any credit or debit card shall be and shall remain the responsibility of the card holder.

- ii. Neither Party shall impose any surcharge or similar fee on any transaction that would violate any applicable credit card network rule or applicable law. In cases where Provider's banking or financial partners or similar service providers, impose changes in processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes. Provider also reserves the right to change processors at any time at its sole discretion.

(c) **Facility Systems and Cooperation:** The Facility shall arrange reasonable access to the Facility for Provider as necessary. Provider agrees that only persons authorized by the Facility may have access to the Facility. The Parties also agree to cooperate and perform all tasks necessary and desirable in order to implement the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services. If the Facility requests that Provider interface with Facility's systems or with any third-party service provider(s), then the Facility shall provide access to the necessary technical information and specifications of its systems in order for Provider to be able to interface. Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s) shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features or third-party services as they are introduced to the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information may slow the integration and onset of Provider's Services, will impact commission rates, will result in diminished service capabilities by Provider, and may be considered a breach of this Agreement by Provider.

(d) **Select System Features:**

- i. **Data Retention:** Facility and Provider will agree on a length of data retention suitable to both Parties. Data will be maintained for that term, and the facility will be given 60-day notification prior to any deletion of data and offered the opportunity to download the relevant data related to the Facility.
- ii. **Account Management:** Provider agrees to train Facility staff in TEAM and account reporting, and to "train the trainer."
 - A. All Trust Account creation (booking) and Trust Account close (release) processes, using general inmate information, including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered), is available in TEAM. Other inmate information may be stored on the system at the discretion of the Facility.
 - B. Search is available based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.
- iii. **Reports.** TEAM automatically generates account balance summary, deposit transactions, cash-in transactions, system balance, transaction history, refund transactions, check register, voided checks, daily balance, daily shift, inmate deposits, inmate detail, inactive accounts, closed accounts, event log, kiosk status, site charge detail, site charge grouping reports, and various additional reports. Report customization is available. Provider agrees to endeavor to assist the Facility to create customized Trust Account reports.
 - A. TEAM allows for the export of reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

(e) **Tampering:** Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, the presence of foreign physical devices, misuse or theft of the Equipment. The Facility shall not modify, install or attach anything on to the Equipment, or permit modification of Equipment by others. If the Facility becomes aware that any Equipment or attendant software has been tampered with, it shall immediately notify Provider, and Provider shall then have the option to disable such Equipment until such time as it can be replaced or removed. Facility agrees to aid Provider in any effort to recover losses caused by malicious damage.

5. Changes in Features, Fees and/or Prices.

(a) During the term of this Agreement, economic conditions may dictate that prices for the Services, including commissary products, be adjusted. Facility agrees to any such price adjustments so long as Provider communicates all price adjustments to Facility in writing at least 15 days prior to any price adjustments taking effect. So long as practical, Provider agrees not to adjust prices more than three (3) times annually.

(b) Economic conditions may also require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility in writing at least 30 days prior to such fee adjustment taking effect. So long as practical, Provider agrees not to adjust fees more than once annually.

(c) Notwithstanding anything in Section 5(a) or (b), Provider may advertise price discounts on Services, including commissary products, for a length that will not exceed seven (7) days. Facility agrees that the amount paid to it as commission will be impacted by the discounted price.

(d) Facility agrees that in the event that a feature offered by Provider becomes discontinued, unlawful, or the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility without being considered in breach of this Agreement.

6. Authorized Agents; Notices.

(a) The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the applicable Provider are:

Tom Graham, President – TurnKey Corrections
Phone: 715-636-0411
tomg@turnkeycorrections.com

(b) The address of the applicable Provider is:

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered via regular first-class mail, postage prepaid, and deposited in the United States mails, addressed to the authorized agents, as applicable.

7. County and State Audit. Pursuant to the laws of the State of Minnesota the records of Provider pertaining strictly to the goods and services provided under this Agreement shall be subject to examination by the appropriate governmental authority. Unless otherwise delivered to the Facility, records of the work performed under this Agreement shall be kept by Provider following termination of this Agreement (except for inmate data) for the amount of time required by applicable law.

8. Indemnity; Limitation of Liability. The Parties hereto agree to indemnify, and hold their respective employees and officials, harmless from any third-party claims, including attorneys' fees and expenses arising therefrom, related to the gross negligence or intentional wrongdoing by either Party, or its respective subcontractors, agents or employees, in the performance of the obligations herein. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF THIS AGREEMENT. Should Provider be liable under this Agreement for any amount that is not excluded under the preceding sentence, or if such exclusion of liability is not enforceable under applicable law, the liability of Provider shall, in the aggregate, not exceed the total amount paid to and received by the Provider under this Agreement during the 12-month period immediately preceding the event giving rise to such liability.

(a) The sole remedy for each Party with respect to any third-party claims shall be pursuant to the indemnification provision set forth above. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it may have against the other Party arising under or based upon any federal, state, local or otherwise applicable law.

i. **Inmate Complaints.** The Facility agrees to act as mediator between the Provider and inmates of the Facility for any issue or claims by inmates against Provider arising during the course of this Agreement. All such disputes shall be

first subject to such mediation prior to the ability of any inmate to pursue any other remedy. The obligation to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature, or provider will provide a refund through the Team 3 software.

9. Insurance. Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, adequate insurance. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement. Certificates of insurance evidencing the above coverages in the required amounts shall be submitted to the Facility upon its request. The certificates shall name the Facility as an additional insured. Provider further agrees that it shall not be modify or cancel its insurance except upon thirty (30) days' written notice to the Facility.
10. Subcontracts. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of the Facility. Provider shall ensure that any subcontractor complies with the terms of this Agreement. Any subcontractor of Provider shall report to and invoice Provider directly.
11. Force Majeure. The Parties hereto agree that Provider shall not be liable for any delay or inability to perform any provision within this Agreement caused directly or indirectly by acts of God or other causes beyond the reasonable control of Provider.
12. Data Practices. Provider, its agents, employees, and any subcontractors of Provider providing services under this Agreement, agree to abide by the laws and regulations of State of Minnesota regarding data privacy. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state's laws.

(a) Provider shall send a notice to Facility of its intent to delete any inmate data, and Facility shall have 60 days thereafter to determine if it wants such inmate data electronically downloaded to it. If Facility determines it wants the inmate data, it must provide the appropriate web address and any necessary authorizations for Provider to download such data. **Facility agrees it holds Provider harmless from any claims pertaining to any data deleted by Provider after due notice is sent to Facility.**
13. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to create the relationship of a partnership or a joint venture between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility for any purpose. The Facility shall not deduct from the amounts due to Provider any federal or state income tax, FICA payments, or any other amounts associated with an employer/employee relationship unless otherwise required by law.
14. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved according to Minnesota law, but in the state district court of Chisago County, Minnesota, and the Parties each agree to submit to personal jurisdiction therein.

(a) The Parties agree that they shall first attempt to resolve any disputes through communication between the respective responsible teams of each Party. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party shall select one (1) member of the panel, and the two (2) selected panel members shall select the third (3rd) member. The decision of the arbitrators need not be unanimous, but shall be binding. The arbitrators may decide the division or allocation of the fees and costs incurred by each Party, both attorneys' fees and costs, and the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction.
15. Termination. Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a cure of the breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination, and shall not affect the ability of the non-complaining party to claim that the alleged breach was without merit.

16. Successors and Assigns. This Agreement shall be binding upon the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.
17. Equal Employment; Employment Verification. In connection with the provision of services contemplated hereunder, Provider agrees to comply with the provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations. In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of employees performing services at the Facility.
18. Amendment. The Parties agree that no amendment of this Agreement shall have any force or effect unless the change is reduced to writing, dated, and signed by the respective authorized representative of each party.
19. Severability. In the event any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected, and shall remain as binding upon the Parties. The waiver by any Party of any breach of this Agreement shall not operate as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party.
20. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.

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

CHISAGO COUNTY

T.W. VENDING, INC.

By: _____
CHISAGO COUNTY SHERIFF

By: _____
Dewey Wahlin, CEO

Date _____, 20__

Date _____, 20__

**EXHIBIT A
TO THE CHISAGO COUNTY
JAIL SERVICES AGREEMENT**

Commissary Selection & Delivery 	Facility agrees to retain Provider to be the exclusive provider of all commissary products and services to the inmate population at the Facility. If the Parties hereto agree to allow commissary products or other services to be made available by the Facility or other third-party to the inmate population, which products or services shall be sold over Provider's system, Provider will add a surcharge to all such orders, which surcharge shall be based on the price of each such product or service. Provider agrees to package, label, and deliver the commissary orders made of Provider offered items, and ensure their delivery to the Facility. These commissary orders will be distributed regularly on a mutually agreeable schedule. Delivery of orders of products not offered by Provider shall be the responsibility of the Facility. The Facility will be responsible for inspection and distribution of all commissary orders. Provider may provide "snack packs" or other "welcome" items to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.
Lobby Deposit Kiosk(s) 	1 Lobby kiosk(s) will be installed/is installed at the Facility. Lobby Kiosks will be available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require a convenience fee charge of \$8.95 (or 10%, whichever is greater). Cash deposits at the lobby kiosk will require no convenience fee. All deposits by non-inmates for the benefit of the inmates shall be deposited into the inmate accounts created in TEAM. TEAM creates the inmate Trust Account at booking, and the Facility can use such Trust Account to track issues applicable to each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account. If the Facility or any other applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated seventy percent (70%) as unrestricted cash for such inmate's discretionary use, and thirty percent (30%) to reduce the amount of such lien. Cost for initial lobby kiosk(s) and installation is no cost to Facility.
Booking/Release Station(s) 	1 booking/release station(s) will be installed/is installed at the Facility, which may include money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items. Cost for required initial booking/release station(s) and installation is no cost to Facility.
Video Visitation Station(s): 	0 lobby public Video Visitation station(s) will be installed at the Facility. Facility agrees to use Provider as the exclusive provider of Video Visitation services to its inmates. These stations allow the public to visit inmates on Provider's proprietary inmate Video Visitation system while in the lobby of the Facility. Visits performed from lobby stations will incur no charge to the Facility, inmate or to the public. Cost for initial lobby Video Visitation station(s) and installation is no cost to Facility. Off-Site Video Visitation: Off-site use of Video Visitation is available, and is commenced and paid for by an off-site visitor, or is paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. The charge for each offsite Video Visitation is \$0.39 per minute, and visits are capped at 20 minutes per session unless otherwise agreed to in writing by Facility.

Inmate Kiosk(s) 	<u>0</u> inmate kiosk(s) will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, purchase of Mp3 / Music, and additional services as available. Cost for initial inmate kiosk(s) and installation is no cost to Facility.
Vending Machines 	<u>0</u> Snack Vending Machine(s) and <u>0</u> Beverage Vending Machine(s) will be installed at the Facility. [__ Provider] [__ Facility] (check one) is responsible for filling such vending machines on a mutually agreeable schedule. Provider shall ensure all vending machines are operating properly and/or repaired/replaced, as necessary. Cost for each initial Snack Vending Machine, Beverage Vending Machine, and installation is no cost to Facility.
Inmate Education 	Provider will provide <u>0</u> inmate education tablets to the Facility. Provider will provide 0 charging station for the tablets. Facility will be charged \$1.00/tablet/day, whether the tablets are being used or not. Payment by the Facility for such equipment and tablets will be taken out of Facility commissions. The parameters and the pricing of the tablet-related equipment are separately charged and subject to additional terms. If wireless equipment is needed, the cost of the installation of the system shall be borne by Provider. Cost for each initial education tablet, education tablet charging station, and installation is no cost to Facility.
Inmate E-Mail/ SMS/Picture Mail Costs 	Inmates who receive email, text, or picture mail, will have the option to respond in-kind, to such communications. Each incoming or outgoing email, text, or picture mail is charged as follows: (a) E-Mail costs \$0.25 per message sent. (b) SMS texts costs \$0.13 per message sent. (c) Picture Mail costs \$0.25 per picture sent. Inmates may choose to have picture mail printed out (if allowed by Facility) for an additional charge.
Inmate Mail Scan 	__ Accept. If selected by the Facility, Provider will provide the ability for the Facility to scan mail addressed to the inmates into TEAM, and allow the inmate to read his or her mail on a kiosk or portable device as provided within the Facility. Scanners are provided at the request of the Facility. The cost for mail scan will be billed monthly and is \$2.00 per month per inmate who has received mail in the previous month. Cost for each initial scanner is no cost to Facility.
Music/Mp3 Players and Headphones	Mp3 players are made available, as are headphones, for the inmates to listen to music or other pre-approved recorded material. The Mp3 players are available through commissary, and the cost of each song download typically runs between \$1.00 - \$3.00, plus license fee and any applicable taxes. Inmates may take the Mp3 players with them upon release, but will be unable to download additional material outside of the Facility.
Commission Rate and Payment	Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commission rate of <u>37</u> % on commissary sales (net of sales tax) and a commission rate of <u>37</u> % on inmate services sales (E-Mail/SMS/Video Visitation/Picture Mail/Mp3)(net of sales tax and excluding TeleCom, which is invoiced separately). Facility will not earn any commission on any bonds issued through TEAM. The commission payments shall begin to accrue in first month whose

	1st day occurs 90 days after the Effective Date, and continue through the end of the Initial Term, and any Renewal Terms. Invoices for payment of Provider's services shall be submitted monthly to the Facility, and in such detail as to allow Facility to review inmate and other activity. Payments to Provider shall be made within thirty (30) days after receipt of the invoices. Should Provider's provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider becomes compliant with all such laws; <u>provided, however</u>, that Provider shall be entitled to terminate this Agreement ninety (90) days after written notice is provided if it cannot become compliant and/or if the Facility withholds any payment due for any reason for more than sixty (60) days.																		
Installation Requirements 	Facility is responsible for providing electrical and data connections, including power (typically 110v AC); CAT 5 or 6 network cabling from and to areas as specified by the Provider; and dedicated, exclusive internet service, unless the selected product mix requires the installation and maintenance of such systems by Provider.																		
Phone PIN Sale Automation 	If no contract is signed with TeleCom, Provider will work with the Facility's phone provider to make phone cards available. Provider shall receive 10% of gross sales from the sale of phone cards, such amount to be paid either out of the Facility's commission or by Facility's phone provider. No commission from Provider will be due to the Facility from Provider's sale of phone cards.																		
Other features available 	The Facility will be able to use all features offered by the Provider, including paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. As to Law Library access, Provider has partnered with FastCase®, with a cost to the Facility of \$1.00 per inmate per month, calculated over the course of each month using its average daily population. Please check with your salesperson to obtain a detailed list of all available services and their respective costs.																		
Additional Services and Features applicable to Chisago County	In addition to the foregoing, Provider agrees as follows: Nothing else provided																		
Synopsis	Confirm all that apply: <table border="0"> <tr> <td>☒ Commissary</td> <td>☒ Booking Stations</td> </tr> <tr> <td>☒ Check Printer</td> <td>☒ Lobby Kiosks</td> </tr> <tr> <td>☒ Lobby Video Visitation Stations</td> <td>☐ Snack Vending Machines</td> </tr> <tr> <td>☐ Beverage Vending Machines</td> <td>☒ Video Visitation</td> </tr> <tr> <td>☐ TKC Insight® (Video Visitation)</td> <td>☒ Inmate Kiosks</td> </tr> <tr> <td>☐ Text/Email</td> <td>☐ Picture Mail</td> </tr> <tr> <td>☐ Mail Scan</td> <td>☐ Hub® Handheld Devices</td> </tr> <tr> <td>☐ Mp3 Players</td> <td>☒ Law Library</td> </tr> <tr> <td>☒ Inmate Education</td> <td></td> </tr> </table> Additional Services <u>Education tablets in a non-fixed quantity to meet the needs of the facility.</u> Commission Synopsis: <u>37</u>% on commissary sales (net of sales tax); and	☒ Commissary	☒ Booking Stations	☒ Check Printer	☒ Lobby Kiosks	☒ Lobby Video Visitation Stations	☐ Snack Vending Machines	☐ Beverage Vending Machines	☒ Video Visitation	☐ TKC Insight® (Video Visitation)	☒ Inmate Kiosks	☐ Text/Email	☐ Picture Mail	☐ Mail Scan	☐ Hub® Handheld Devices	☐ Mp3 Players	☒ Law Library	☒ Inmate Education	
☒ Commissary	☒ Booking Stations																		
☒ Check Printer	☒ Lobby Kiosks																		
☒ Lobby Video Visitation Stations	☐ Snack Vending Machines																		
☐ Beverage Vending Machines	☒ Video Visitation																		
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☐ Text/Email	☐ Picture Mail																		
☐ Mail Scan	☐ Hub® Handheld Devices																		
☐ Mp3 Players	☒ Law Library																		
☒ Inmate Education																			

	<u>37</u> % on services sales (E-Mail/SMS/Video Visitation/Picture Mail/Mp3)(net of sales tax and excluding TeleCom, which is invoiced separately)

Chisago County Request For Board Action

Meeting Date: August 7, 2024	Item Number: 20
Title of Item for Consideration: Provide School Resource Officer Services – Rush City School	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
Background: The Sheriff's Office along with the Rush City School Board and the City of Rush City want to continue to implement a School Resource Officer into the school district for safety and security reasons. The School Board and the City of Rush City both agree to collectively purchase a total of 1100 contracted School Resource Officer hours to be used in the school district. The Rush City School District and City of Rush City have both already approved this agreement. Attachment(s): Agreement to Provide School Resource Officer Services to Rush City School	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement to Provide School Resource Officer (SRO) Services for the Rush City School District. The suggested motion is as follows: <i>“Move to approve agreement to Provide School Resource Officer Services for Rush City School District for the 2024-2025 school year.”</i>	
Implications of Action: By the Board approving this action, the Sheriff's Office will continue to be able to provide a School Resource Officer to the Rush City School District.	
Budget/Financial Implications: This position is already budgeted in the Sheriff's Office 2024 and 2025 personnel budgets.	
Legal/Policy Implications: The County Attorney has reviewed the agreement and approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

**AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER (SRO) SERVICES TO
RUSH CITY SCHOOL**

This is an Agreement between political subdivisions consisting of County of Chisago (hereinafter referred to as the "COUNTY"), by and through the Chisago County Sheriff's Office, 15230 Per Rd., Center City, Minnesota 55012; the City of Rush City, (hereinafter referred to as the "MUNICIPALITY"), located at 325 So. Elliot Ave. Box 556, Rush City, MN 55069, and Rush City Public School District, Independent School District 139 (hereinafter referred to as the "SCHOOL") located at 51001 Fairfield Ave., PO Box 566, Rush City, Minnesota 55069 (collectively referred to herein as the "PARTIES") to provide School Resource Officer services to the SCHOOL for the period September 1, 2024 through August 31, 2025.

WHEREAS, the COUNTY, through the Chisago County Sheriff's Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the MUNICIPALITY, under a separate contract pursuant to Minnesota Statute §436.06, consisting of patrol services within the residential areas, businesses, parks and other public properties, enforces state statutes and ordinances of the MUNICIPALITY, and this Agreement shall be separate from that Agreement;

WHEREAS, the PARTIES wish to cooperatively provide "School Resource Officer" (also referred to herein as "SRO") services to the SCHOOL to enhance security and safety within the SCHOOL facilities and SCHOOL property; to build positive relationships between law enforcement, students and school staff; and to increase individual accountability on a consistent basis. The PARTIES agree that it would be advantageous to the SCHOOL and the MUNICIPALITY to contract with the COUNTY for said services;

WHEREAS, such agreements are authorized under Minnesota Statutes § 471.59 authorizing any two or more governmental units to come together to jointly exercise their powers, and specifically authorized for by the provisions of Minnesota Statute § 436.05 authorizing the governing bodies of towns and the sheriff of any county to contract for the furnishing of police/law enforcement services;

WHEREAS, the PARTIES to this Agreement acknowledge the purpose of this Agreement is to formalize the relationship for the SHERIFF'S increased services to the SCHOOL. The purpose is to further, heighten availability of law enforcement for responses to the SCHOOL's calls for service; secure law enforcement presence at SCHOOL events and facilities, and increase response to, and investigation of, criminal or delinquent offenses committed on school grounds or facilities; and

WHEREAS, the COUNTY is agreeable to rendering such services, which shall be referred to as "School Resource Officer" (SRO) services, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the COUNTY, the MUNICIPALITY, and the SCHOOL agree as follows:

I. SCOPE OF SERVICES

1.1 **The COUNTY.** The COUNTY, by and through the SHERIFF, agrees to provide "School Resource Officer" services to the SCHOOL which will include, but not be limited to, the following:

- A. Increase physical presence and engage with students and staff during SCHOOL hours or at designated SCHOOL events to establish rapport between the SRO and the student population;
- B. Patrol SCHOOL grounds and facilities during specified times or events in order to:

- (1) Reduce or deter incidents of school violence;
 - (2) Maintain a safe and secure environment on school grounds;
 - (3) Reduce frequency or intensity criminal, delinquent, or juvenile petty offenses;
 - C. Coordinate with SCHOOL administration and staff the SCHOOL's Emergency Operations Plans and the implementation of any safety drills including fire, inclement weather, active shooter or other lock-down drills;
 - D. Periodically review and assess the SCHOOL's physical space, policies, and/or procedures to complete a threat assessment and evaluate potential risks for student and staff safety;
 - D. Present drug awareness and resistance education (DARE or other similar program) to students or provide personal safety education to students and/or staff as requested by SCHOOL administration;
 - E. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
 - F. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001 *et seq.* This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statute § 260C.175; or enforcing court orders;
 - G. Assist SCHOOL staff and respond to concerns of visitors at the SCHOOL facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders;
 - H. The School Resource Officer shall submit to the PARTIES quarterly activity reports detailing the activities of the SRO within the SCHOOL. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would disclose private or confidential data.
- 1.2 All services shall be provided for during times and at a rate as described in Exhibit A, which is attached hereto and made a part of this Agreement.
- 1.3 Except as otherwise hereinafter specifically set forth, SRO services shall encompass duties and functions of the type within the jurisdiction of a licensed peace officer, including but not limited to:
- A. Enforcement of criminal law and protection of students and staff and the public against criminal activity; the SRO shall follow the Sheriff's Office chain of command; adhere to SHERIFF's policies and procedure; and comply with the COUNTY'S Personnel Manual;
 - B. Complete reports related to any reported incidents of alleged criminal or delinquent activity and investigate said incidents consistent with the SHERIFF's standards and expectations, utilizing other COUNTY resources and investigative tools, as appropriate;
 - C. Coordinate, when practical, the investigative approach between the SHERIFF and the SCHOOL. The SRO need not coordinate with SCHOOL administration or staff when disclosure of information is deemed to jeopardize an ongoing investigation. The SRO

shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;

- D. The SRO shall wear a Chisago County Sheriff's Office-approved uniform or other approved attire;
- 1.4 The manner and standards of performance, the discipline of peace officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the SHERIFF and/or the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level or manner of performance of such service, the determination thereof made by the SHERIFF of the COUNTY shall be final and conclusive as between the PARTIES hereto, subject however, to the provisions of Section II., herein.
- 1.5 In the event the MUNICIPALITY or SCHOOL, through its respected elected body or authorized agent(s), notifies the COUNTY that it is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY and SCHOOL agree that the COUNTY shall have the full cooperation and assistance from the MUNICIPALITY and SCHOOL, their respective officers, agents and employees.
- 1.7 The COUNTY shall furnish and supply all necessary labor, supervision, equipment including a radio, cell phone and computer (except the SCHOOL will provide equipment as provided in Section 1.9 herein), communication facilities and dispatching, and supplies necessary to provide requisite services unless otherwise agreed to and described in Exhibit A.
- 1.8 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY, on SCHOOL property, or SCHOOL facilities, as is currently provided by law.
- 1.9 **The SCHOOL.** The SCHOOL administration, teachers and staff will generally support and cooperate with the assigned School Resource Officer and
- A. The SCHOOL will provide the SRO with a work space within the SCHOOL, conducive to performing School Resource Officer services that will accommodate the confidential nature of the work; this work space may include a desk with drawers, chair, file cabinet for records or materials with a locking mechanism;
- B. The School will allow reasonable opportunity for the SRO to provide information and/or address students, teachers, school staff, and parents about the SRO services, goals and objectives. School Administration will coordinate with the SRO on issues related to security and/or criminal or juvenile justice issues.
- C. When contraband is located on school property by any teacher, administrator or other school staff, the SRO shall be notified.

II. TERM OF AGREEMENT/TERMINATION

- 2.1 This agreement shall commence September 1, 2024 through August 31, 2025.
- 2.2 Any PARTY may terminate this Agreement by notifying the other two (2) PARTIES in writing of their intent to terminate the agreement six (6) months prior to the end of the commencement of the next contract period.
- 2.3 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

Chisago County Administrator
Chisago County Government Center
313 North Main Street. Rm 178
Center City, MN 55012

Chisago County Sheriff
Chisago County Public Safety Center
15230 Per Rd.
Center City, MN 55012

Rush City, Attn: City Clerk
City Hall
325 E. Elliot, Box 556
Rush City, MN 55069

Rush City Schools, Attn: Superintendent
School District Offices
51001 Fairfield Avenue, PO Box 566
Rush City, MN 55069

III. PAYMENT

- 3.1 The MUNICIPALITY agrees to pay the COUNTY 26.5% cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered by this Agreement.
- 3.2 The SCHOOL agrees to pay the COUNTY 26.5% of the cost of the salary/hours (including a pro rata share of benefits) performed by the School Resource Officer (SRO) covered under this Agreement.
- 3.3 The COUNTY agrees to be responsible for the Actual cost of employing the School Resource Officer position and cover the remaining 47% not covered by the MUNICIPALITY'S and SCHOOL'S pro rata share of the COUNTY'S total cost. The County will also coordinate and govern the following: wages of the employee engaged in performing said services, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expense. Costs as used herein shall include Mobile Data Computer expense. Computation of actual costs hereunder shall be made by the Chisago County Auditor based on information provided by the SHERIFF.
- 3.4 The COUNTY shall bill the MUNICIPALITY and the SCHOOL on a quarterly basis commencing for services to the SCHOOL as set forth in Exhibit A. The MUNICIPALITY and the SCHOOL shall each be individually responsible for their share as provided in the quarterly billing statement, and each shall pay the COUNTY within 35 days of receipt of the billing statement.
- 3.5 An estimate of the costs for the upcoming agreement year(s) shall be furnished by the COUNTY to the MUNICIPALITY and the SCHOOL no later than May 1st of the year prior to a cost adjustment. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY and the SCHOOL to estimate its budget. The MUNICIPALITY and SCHOOL shall indicate in writing its acceptance of the Budget Estimate prior to August 1st of the year the current agreement expires.

IV. ASSUMPTION OF LIABILITIES / INSURANCE

- 4.1 **Wages of SRO.** Except as may be otherwise provided herein or by addendum, the MUNICIPALITY and the SCHOOL shall not be called upon to assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any COUNTY personnel performing services hereunder for said SRO Services, and the COUNTY hereby assumes said responsibility for payment of wages and benefits.
- 4.2 **Workers Compensation.** The COUNTY agrees to be responsible for any claim of injury or sickness to the assigned School Resource Officer stemming from the performance of work under this Agreement. However, the COUNTY does not waive the right to subrogation on a worker's compensation claim brought as a result of work performed under this Agreement.
- 4.3 **Indemnification.** Each PARTY to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other PARTIES, their respective officers, agents and employees against liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees that the others, their officers, agents and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of act or omission of the PARTY, its officers, agents or employees, in the execution, performance or failure to adequately perform their respective obligations pursuant to this Agreement.
- 4.4 **Insurance.**
- A. The COUNTY agrees to maintain, during the term of this Agreement, general liability insurance to ensure it will be in a position to indemnify the other PARTIES, as required above; and the COUNTY will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466.
- B. The MUNICIPALITY and the SCHOOL will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466, to ensure that each is in a position to indemnify the other PARTIES for any claims arising out of acts or omissions of those MUNICIPALITY or SCHOOL
- 4.5 Certificate of Insurance: The COUNTY will provide certificate of insurance listing the SCHOOL and MUNICIPALITY as additional insured or additional covered party. The SCHOOL and MUNICIPALITY will provide certificate of insurance listing the COUNTY as additional insured.

V. GENERAL PROVISIONS

- 5.1 The COUNTY, the MUNICIPALITY, and the SCHOOL shall not discriminate and, to the extent applicable, shall comply with Minnesota Statutes § 181.59. Each PARTY is committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.2 The SCHOOL may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement.

- 5.3 **Date Practices.** The COUNTY, the MUNICIPALITY, and the SCHOOL must all comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, as it applies to all data collected, created, received, maintained, or disseminated by any of the PARTIES hereto in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by any PARTY.
- 5.4 **Federal Educational Rights to Privacy Act (FERPA)** Education Records, defined as records that are directly related to a student and that are maintained by an educational agency, including the SCHOOL, shall not to be released to the SRO, except as provided for in 34 CFR § 99.31
- 5.5 If any PARTY fails to fulfill any of its obligations set for the in this agreement in a legal, proper and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a ten (10) day written notice of the default. Said notice shall be in writing and hand-delivered to the other PARTY. Failure by any PARTY to promptly enforce any term of the Agreement shall not constitute a waiver of the right to enforcement.
- 5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY and the SCHOOL, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the SCHOOL with reasonable notice to the MUNICIPALITY and SHERIFF.
- 5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY, SCHOOL, and the MUNICIPALITY, and attached to the original of this Agreement.

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IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the 22nd day of July, 2024; the SCHOOL, by resolution of its School Board and signature of its Superintendent and Clerk of said Board on the 18th day of July, 2024; the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the _____ day of _____, 2024.

COUNTY OF CHISAGO

By: _____

Chair, Board of County Commissioners

By: _____

Clerk, Board of County Commissioners

CITY OF RUSH

By: _____

Mayor of the City of Rush City

By: _____

Clerk

APPROVAL RECOMMENDED:

Brandon Thyen
Brandon Thyen
Sheriff of Chisago County

RUSH CITY SCHOOLS, ISD 139

Brent Stenz
Superintendent of Schools

By: _____

Clerk

APPROVED AS TO FORM:

Grant Ratz

County Attorney

Date 6/17/2024

Rush City Schools/ City of Rush City/Chisago County
SRO Agreement

Page 7

EXHIBIT A
AGREEMENT TO PROVIDE SCHOOL RESOURCES OFFICER (SRO) SERVICES
BETWEEN CHISAGO COUNTY, THE CITY OF RUSH CITY, AND
THE RUSH CITY SCHOOLS, ISD 139

A. HOURS

COUNTY agrees to provide School Resource Officer (SRO) services for the term of this agreement as follows:

- 1.1 September 1st through May 31st or last student day, whichever is later, of the contract calendar year, totaling 1100 hours to be used at the discretion of SCHOOL;
- 1.2 An average of 6.5 hours per day for the period September through May (June if student days).

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

SCHOOL agrees to compensate County for 550 hours of services for the time period September 1st through May 31st or last student day, whichever is later.

The rate of police services is \$69.17 per hour for the services provided for the time period September 1st - December 31st of 2024. The rate of police services is \$74.46 per hour for the services provided for the time period of January 1st – August 31st, 2025.

C. DESIGNATED OFFICER-IN-CHARGE

The COUNTY shall designate a School Resource Officer to serve and perform the services contemplated in this Agreement the MUNICIPALITY and SCHOOL, to deliver services as set forth in the “Scope of Services” set forth in Section I.

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 21
Title of Item for Consideration: UKG Renewal – HR and Payroll Application	
Action Requested by: Enterprise Service Director Jon Eckel, Human Resources Director Karen Gates	Department: Human Resources, Enterprise Services
Previous Action on this Matter: On September 7, 2011 the Board set aside \$250,000.00 of funding for this project. At the March 17th 2021 Board of Commissioners meeting, the Board approved implementing the UKG HR and Payroll host application.	
Background: In 2021, Chisago County HR Director Karen Gates worked with the HR group at MnCCC to provide a HR/Payroll solution which was available to all counties across the state. There was a significant amount of time spent by the committee, made up of county HR staff from across the state, looking at all of the options. In 2020, there was an RFP released and the group chose UKG as the successful vender. Chisago County was chosen, with Mower county, to be the 1st counties in MN to move forward with this project under the MnCCC contract. By being one of the 1st adopters of this application through MnCCC, Chisago County saw some reduced costs. Some advantages of the UKG System over PayMate (the previous Chisago County HR application): • Fully integrated Human Resource Information System (payroll, performance management, talent acquisition, onboarding, benefits, compensation, talent management, succession planning, learning & development) • Allows us to discontinue manual processes such as timecards • Compliance reporting is automatic from UKG (e.g., new hire reporting, EEO, ACA 1095s) • Reporting function simplification • Supports each individual through full lifecycle of employment This system has generated efficiencies in; • payroll processing (anticipate time savings to be at least 16 hours/week, freeing up that time for support on other HR-related initiatives) • providing information to our finance partners without the need for them to coordinate with payroll • decreasing possible key punch/transposition errors, • enable employees to “self-serve” (seeing paystubs which we will no longer have to print, get copies of W2s, etc.),	

- improve visibility of time off and scheduling overall
- automatic electronic creation of employee files from the moment they apply
- access to historical data and records

These are only a few of the benefits and this moved the County forward using current technology (vs. 1980s technology) with real time information and reporting.

When the County contracted with UKG in 2021, it was paying for 385 employees. That number has increased to approximately 400 due to the part time, seasonal, and temporary employees. The requires a change to the UKG contract for the increased cost of the application.

Attachment(s):

- UKG Renewal Document (*Provided at Board Meeting*)

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve renewing the HR UKG hosted software solution with the increased costs due to the increase in number of employees, 385 – 400, due to seasonal staffing. The suggested motion is as follows:

“Move to approve renewing the HR UKG hosted software solution with the increased costs due to the increase in number of employees, 385 – 400, due to seasonal staffing.”

Implications of Action: By approving the new UKG solution to greater reflect current Chisago County staffing needs the HR department will provide better service, and more efficient processes.

Budget/Financial Implications:

Legal/Policy Implications: All applicable laws will be followed. There is one small change to the documents, all fees will be paid to MnCCC who will than pay UKG, this change will be reflected in the final documents before the Enterprise Services Director signs.

Administrator's Recommendation

Approve <i>CCB</i>	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: August 7, 2024	Item Number: 22
Title of Item for Consideration: HR Policies – Lactation Support Policy and Employee Wellness Policy	
Action Requested by: Karen Gates, Director	Department: Human Resources
Previous Action on this Matter: None.	
Background: In recognition of the well documented health advantages of breastfeeding for infants and parents, Chisago County seeks to provide a supportive environment in accordance with Minn. Statute 181.939, to enable nursing mothers and lactating employees to express their milk during work hours for as long as the employee breastfeeds or needs to express milk. The Chisago County Employee Wellness Committee exists to promote a worksite culture that supports healthy lifestyle choices for County employees. Counties have specific authority for an employee wellness program under Minn. Stat. §15.46. This statute states that a county “may establish and operate a program of preventive health and employee recognition services for its employees and may provide necessary staff, equipment, and facilities and may expend funds as necessary to achieve the objectives of the program.” The objective of the Wellness Committee is to provide guidance and support for employees to lead a healthy lifestyle. The major goals of the Chisago County Wellness Committee are to: - Maintain a wellness infrastructure that includes a wellness committee comprised of a cross-section of interested employees throughout Chisago County. - Raise awareness among employees regarding the importance of lifestyle behaviors that promote good health and provide employees information and resources on how to make changes that reduce their risk for chronic diseases. - Promote changes to workplace policies and environment that promote and support employees in being more physically active, having access to healthier foods in the vending machines, avoiding tobacco and managing stress. - Provide programs and activities at the workplace that offer employees increased opportunities to improve their overall health, reduce stress, reduce susceptibility to illness, improve productivity, improve self-esteem, reduce susceptibility to injury and improve recovery from illness and injury. - Elicit ongoing employee feedback to plan and implement program that meet the needs and interests of employees. Attachment(s): - DRAFT Lactation Support Policy - DRAFT Employee Wellness Policy	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve Lactation Support Policy and Employee Wellness Policy. The following motion is suggested:

“Move to approve the DRAFT Lactation Support Policy and Employee Wellness Policy.”

Implications of Action: By approving the policies, the County will implement the following two policies.

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 CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Lactation Support

Section F

Policy for Supporting Nursing Mothers and Lactating Employees

In recognition of the well documented health advantages of breastfeeding for infants and parents, Chisago County provides a supportive environment in accordance with Minn. Statute 181.939, to enable nursing mothers and lactating employees to express their milk during work hours for as long as the employee breastfeeds or needs to express milk.

Chisago County adheres to the following worksite support policy. This policy shall be communicated to all current employees and supervisors and included in the employee handbook.

Chisago County Responsibilities

- **Milk Expression Breaks:**
Nursing mothers and lactating employees are allowed to breastfeed or express milk during work hours and may use their normal breaks and mealtimes. Chisago County allows flexibility in work schedules to accommodate milk expression. For time that may be needed beyond usual breaktimes, employee's compensation shall not be reduced.
- **A Place to Express Milk:**
A private room, other than a restroom, shall be available for employees to breastfeed or express milk. The room will be private, secure, and sanitary, located near a sink with running water for washing hands and rinsing out pump parts, and have an electrical outlet. If employees prefer, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor. Expressed milk can be stored in refrigerators supplied by Chisago County or employee's personal cooler.
- **Staff Support:**
The HR department is responsible for alerting all employees of the rights of pregnant and lactating employees at the time of hire and when an employee makes an inquiry about or requests parental leave. The Chisago County Wellness Rooms at various county locations are designated lactation rooms for milk expression
- **Education:**
Chisago County will provide regular promotion of lactation support and education through the Chisago County Intranet and Public Health Lactation Specialists.
- **Retaliation**
An Employer may not retaliate against an employee for asserting rights or remedies under this section.

Employee Responsibilities

- Communication with Supervisors:
Employees who wish to express milk during work hours shall keep supervisors informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and Chisago County.
- Maintenance of Milk Expression Areas:
Employees are responsible for keeping milk expression areas and the general lactation room clean, using anti-microbial wipes, for the next user. This responsibility extends to both designated milk expression areas, as well as other areas where expressing milk will occur.
- Milk Storage:
Employees should label all milk expressed with their name and date collected so it is not inadvertently confused with another employee's milk. Each employee is responsible for proper storage of their milk using Chisago County's provided refrigerator or employee's personal storage coolers.
- Use of Break Times to Express Milk:
When more than one nursing mother or lactating employee needs to use the designated lactation room, employees can use a sign-in log or calendar to schedule the most convenient or best times to meet their needs.

Updated 11/30/2023; Updated for Board Approval 8/1/2024

CHISAGO COUNTY

EMPLOYEE WELLNESS POLICY

Mission: The Chisago County Employee Wellness Committee exists to promote a worksite culture that supports healthy lifestyle choices for County employees.

- I. **Background:** Counties have specific authority for an employee wellness program under Minn. Stat. §15.46. This statute states that a county “may establish and operate a program of preventive health and employee recognition services for its employees and may provide necessary staff, equipment, and facilities and may expend funds as necessary to achieve the objectives of the program.”
- II. **Purpose and Scope:** The purpose of this policy is to support workplace wellness initiatives that educate, empower, and support employees by fostering a culture of holistic wellness. We recognize that an effective workplace wellness policy and culture has increased employer, and employee benefits to include job performance, employee engagement, job satisfaction, customer service, and employee retention. These initiatives play a significant role in preventing disease, improving one’s outlook on life, and increasing employee productivity, ultimately resulting in increased service to the citizens of Chisago County. Through education, opportunities for engagement, increased awareness, and access to resources, Chisago County is committed to supporting the health and well-being of our employees.
- III. **Goals and objectives.** The objective of the Wellness Committee is to provide guidance and support for employees to lead a healthy lifestyle.
 - a. The major goals of the Chisago County Wellness Committee are to:
 - i. Maintain a wellness infrastructure that includes a wellness committee comprised of a cross-section of interested employees throughout Chisago County.
 1. Regularly scheduled meetings will be convened and chaired by a member of the Wellness Committee.
 2. An agenda will be made available for each meeting.
 3. Each year nominations will be taken for Chair, Vice Chair, and Treasurer.
 - ii. Raise awareness among employees regarding the importance of lifestyle behaviors that promote good health and provide employees information and resources on how to make changes that reduce their risk for chronic diseases.
 - iii. Promote changes to workplace policies and environment that promote and support employees in being more physically active, having access to

healthier foods in the vending machines, avoiding tobacco and managing stress.

- iv. Provide programs and activities at the workplace that offer employees increased opportunities to improve their overall health, reduce stress, reduce susceptibility to illness, improve productivity, improve self-esteem, reduce susceptibility to injury and improve recovery from illness and injury.
- v. Elicit ongoing employee feedback to plan and implement program that meet the needs and interests of employees.

IV. **Examples of Initiatives:** All Wellness Committee initiatives aim to align with the 8 dimensions of wellness. These dimensions include physical, social, financial, environmental, intellectual, occupational, emotional, and spiritual. Initiatives may include:

- i. Wellness Vacation Day
- ii. Employee Health Fair
- iii. Employee Picnic
- iv. Wellness Newsletters
- v. Lunch and Learns
- vi. Other initiatives as identified by the Wellness Committee (ex: Poker Walk, Move More Challenge, Salad Bar)

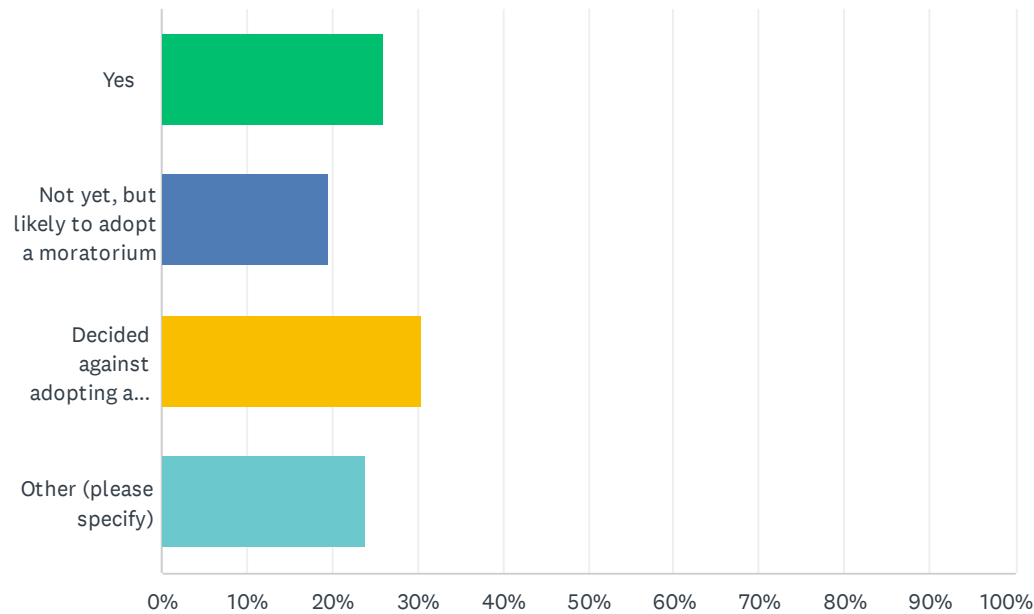
V. **Resources:** The Chisago County Wellness Committee is financially supported from a variety of sources.

- i. A Wellness account has been established and is funded annually through available insurance dividends and funds allocated by the Chisago County Board of Commissioners in amounts necessary to achieve the mission of the Wellness Committee.

The County Commissioners may review, modify, or discontinue this program at any time.

Q3 Did your county adopt a cannabis business moratorium?

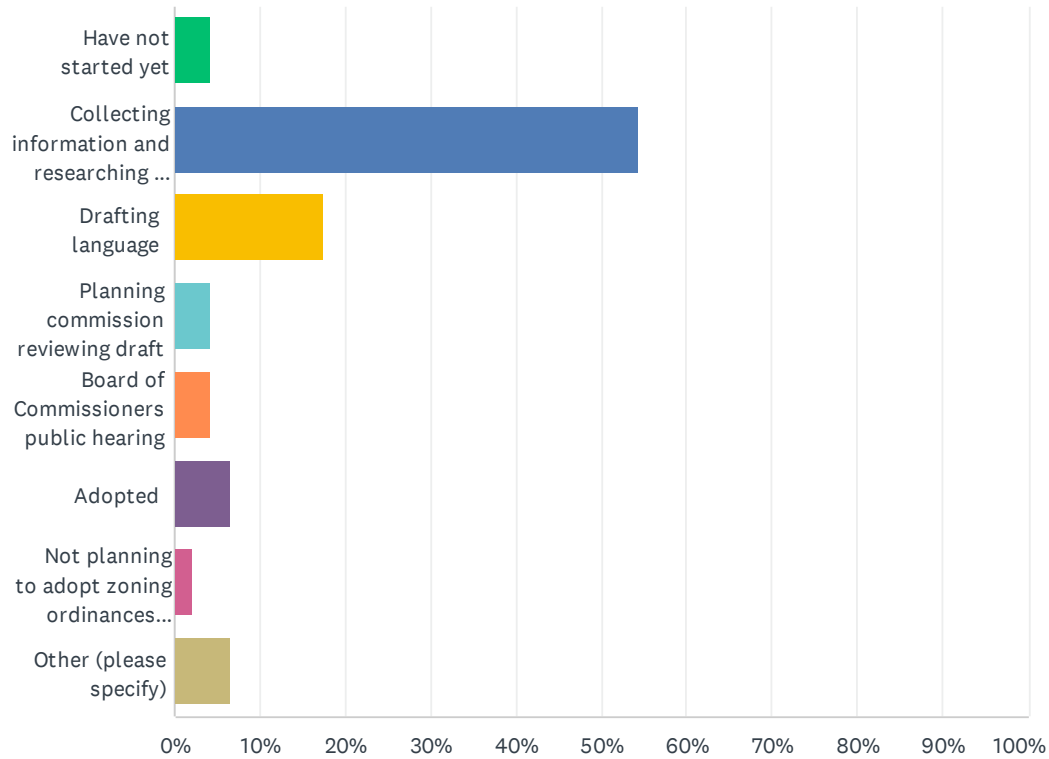
Answered: 46 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	26.09%	12
Not yet, but likely to adopt a moratorium	19.57%	9
Decided against adopting a moratorium	30.43%	14
Other (please specify)	23.91%	11
TOTAL		46

Q4 Where is your county in the process of adopting zoning ordinances specific to cannabis?

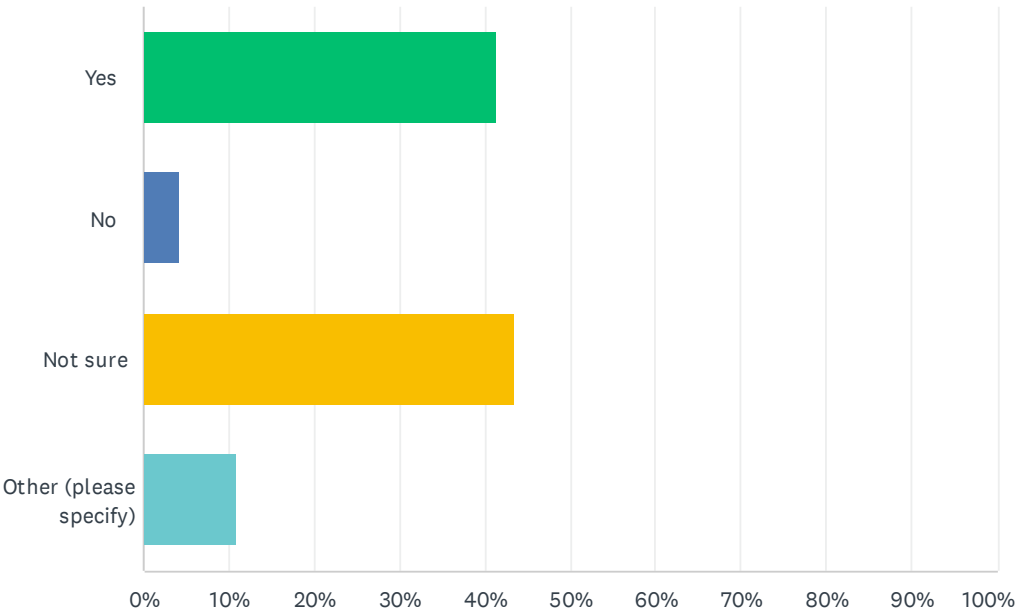
Answered: 46 Skipped: 0



ANSWER CHOICES	RESPONSES	
Have not started yet	4.35%	2
Collecting information and researching the issue	54.35%	25
Drafting language	17.39%	8
Planning commission reviewing draft	4.35%	2
Board of Commissioners public hearing	4.35%	2
Adopted	6.52%	3
Not planning to adopt zoning ordinances specific to cannabis	2.17%	1
Other (please specify)	6.52%	3
TOTAL		46

Q5 Does your county plan to limit the number of retail cannabis operations to the 1 per 12,500 rule?

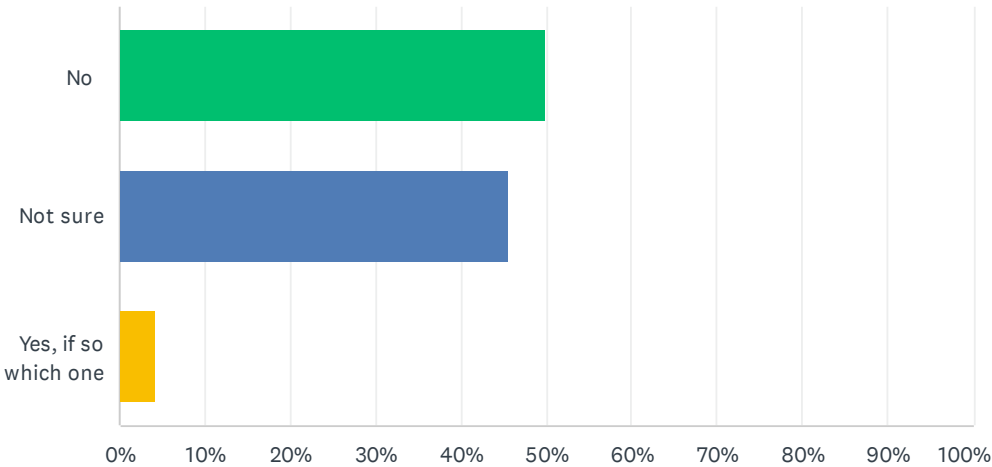
Answered: 46 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	41.30%	19
No	4.35%	2
Not sure	43.48%	20
Other (please specify)	10.87%	5
TOTAL		46

Q6 Is your county or a municipality in your county considering opening a retail cannabis operation?

Answered: 46 Skipped: 0



ANSWER CHOICES	RESPONSES	
No	50.00%	23
Not sure	45.65%	21
Yes, if so which one	4.35%	2
TOTAL		46

2025 County Program Aid

COUNTY	COUNTY NEED AID	COUNTY TAX-BASE EQUALIZATION AID	CERTIFIED 2025 COUNTY PROGRAM AID
AITKIN	\$570,289	\$513,695	\$1,083,984
ANOKA	\$7,606,982	\$16,526,990	\$24,133,972
BECKER	\$952,187	\$826,011	\$1,778,198
BELTRAMI	\$1,461,136	\$2,819,295	\$4,280,431
BENTON	\$987,760	\$2,342,984	\$3,330,744
BIG STONE	\$158,162	\$513,695	\$671,857
BLUE EARTH	\$1,761,916	\$3,235,542	\$4,997,458
BROWN	\$596,816	\$1,137,193	\$1,734,009
CARLTON	\$924,718	\$2,081,019	\$3,005,737
CARVER	\$1,565,509	\$3,314,169	\$4,879,678
CASS	\$1,174,017	\$513,695	\$1,687,712
CHIPPEWA	\$301,929	\$582,455	\$884,384
CHISAGO	\$1,112,700	\$2,839,912	\$3,952,612
CLAY	\$1,895,761	\$3,825,050	\$5,720,811
CLEARWATER	\$222,435	\$857,084	\$1,079,519
COOK	\$164,600	\$513,695	\$678,295
COTTONWOOD	\$331,669	\$513,695	\$845,364
CROW WING	\$1,985,940	\$1,183,601	\$3,169,541
DAKOTA	\$8,972,948	\$17,777,505	\$26,750,453
DODGE	\$390,267	\$778,737	\$1,169,004
DOUGLAS	\$1,048,923	\$1,276,900	\$2,325,823
FARIBAULT	\$392,931	\$513,695	\$906,626
FILLMORE	\$468,631	\$704,091	\$1,172,722
FREEBORN	\$1,031,530	\$1,331,744	\$2,363,274
GOODHUE	\$1,179,074	\$1,335,459	\$2,514,533
GRANT	\$154,948	\$513,695	\$668,643
HENNEPIN	\$38,574,484	\$9,573,224	\$48,147,708
HOUSTON	\$418,596	\$1,028,473	\$1,447,069
HUBBARD	\$762,251	\$556,446	\$1,318,697
ISANTI	\$955,397	\$2,311,451	\$3,266,848
ITASCA	\$1,457,701	\$1,766,719	\$3,224,420
JACKSON	\$241,077	\$513,695	\$754,772
KANABEC	\$480,998	\$971,692	\$1,452,690
KANDIYOHI	\$1,326,816	\$2,009,863	\$3,336,679
KITSON	\$106,888	\$513,695	\$620,583
KOOCHICHING	\$445,707	\$1,379,732	\$1,825,439
LAC QUI PARLE	\$185,500	\$513,695	\$699,195
LAKE	\$287,850	\$513,695	\$801,545
LAKE OF THE WOODS	\$98,217	\$513,695	\$611,912
LE SUEUR	\$545,848	\$1,078,189	\$1,624,037
LINCOLN	\$131,802	\$513,695	\$645,497
LYON	\$650,961	\$839,232	\$1,490,193
MCLEOD	\$835,318	\$1,894,112	\$2,729,430

COUNTY	COUNTY NEED AID	COUNTY TAX-BASE EQUALIZATION AID	CERTIFIED 2025 COUNTY PROGRAM AID
MAHNOMEN	\$123,166	\$824,617	\$947,783
MARSHALL	\$205,879	\$513,695	\$719,574
MARTIN	\$627,283	\$513,695	\$1,140,978
MEEKER	\$578,426	\$1,063,620	\$1,642,046
MILLE LACS	\$810,662	\$1,508,508	\$2,319,170
MORRISON	\$899,260	\$1,801,271	\$2,700,531
MOWER	\$1,208,563	\$1,990,414	\$3,198,977
MURRAY	\$209,698	\$513,695	\$723,393
NICOLLET	\$739,516	\$1,718,965	\$2,458,481
NOBLES	\$524,181	\$513,695	\$1,037,876
NORMAN	\$177,555	\$513,695	\$691,250
OLMSTED	\$4,055,673	\$6,487,894	\$10,543,567
OTTER TAIL	\$1,615,537	\$1,395,781	\$3,011,318
PENNINGTON	\$366,779	\$705,068	\$1,071,847
PINE	\$956,314	\$1,520,282	\$2,476,596
PIPESTONE	\$232,170	\$513,695	\$745,865
POLK	\$940,094	\$1,056,781	\$1,996,875
POPE	\$301,382	\$513,695	\$815,077
RAMSEY	\$19,683,802	\$6,773,891	\$26,457,693
RED LAKE	\$101,246	\$513,695	\$614,941
REDWOOD	\$392,304	\$513,695	\$905,999
RENVILLE	\$419,213	\$513,695	\$932,908
RICE	\$1,387,425	\$3,598,097	\$4,985,522
ROCK	\$215,832	\$513,695	\$729,527
ROSEAU	\$330,788	\$917,176	\$1,247,964
ST. LOUIS	\$6,869,889	\$10,578,024	\$17,447,913
SCOTT	\$2,535,430	\$5,268,873	\$7,804,303
SHERBURNE	\$1,676,466	\$4,872,621	\$6,549,087
SIBLEY	\$314,551	\$513,695	\$828,246
STEARNS	\$4,341,291	\$8,827,450	\$13,168,741
STEELE	\$966,283	\$1,927,493	\$2,893,776
STEVENS	\$207,128	\$742,651	\$949,779
SWIFT	\$271,542	\$513,695	\$785,237
TODD	\$689,989	\$1,397,775	\$2,087,764
TRAVERSE	\$115,253	\$513,695	\$628,948
WABASHA	\$502,896	\$858,651	\$1,361,547
WADENA	\$417,492	\$867,726	\$1,285,218
WASECA	\$495,473	\$820,929	\$1,316,402
WASHINGTON	\$5,158,738	\$9,261,899	\$14,420,637
WATONWAN	\$266,900	\$794,624	\$1,061,524
WILKIN	\$194,118	\$513,695	\$707,813
WINONA	\$1,217,376	\$2,845,371	\$4,062,747
WRIGHT	\$2,224,019	\$6,748,910	\$8,972,929
YELLOW MEDICINE	\$237,567	\$513,695	\$751,262
STATEWIDE	\$150,724,338	\$190,257,391	\$340,981,729