

ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS February 9, 2016 – BOARD AGENDA

- 9:00 1) J. Mark Wedel, County Board Chair
- A) Call to Order
 - B) Pledge of Allegiance
 - C) Board of Commissioners Meeting Procedure
 - D) Approval of Agenda
 - E) **Citizens' Public Comment** – Comments from visitors must be informational in nature and not exceed (5) minutes per person. The County Board generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public Board meeting.
- 2) **Consent Agenda** – All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the items will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.
- A) **Correspondence File January 26, 2016 – February 8, 2016**
 - B) **Approve January 26, 2016 County Board Minutes**
 - C) **Approve Consumption & Display Permit – Minnewawa Sportsmen's Club**
 - D) **Adopt Resolution: Exempt Permit LG220 – Lawler Area Community Club**
 - E) **Adopt Resolution Approving State of Minnesota Joint Powers Agreements with the County of Aitkin on Behalf of its County Attorney and Sheriff and Director of Health and Human Services**
 - F) **Approve Maintenance & Support Contract with TriMin for IFS**
 - G) **Approve Request for DAV Mobile Office at Courthouse on July 12, 2016**
 - H) **Approve Commissioner Warrants**
 - I) **Approve Sale of Surplus Vehicles – Land Dept.**
- 9:05 3) Mark Jacobs, Land Commissioner
- A) **Approve Timber Permit Extensions**
- 9:15 4) Terry Neff, Environmental Services Director
- A) **Approve Proposed FBL Fee Schedule Amendment**
- 9:25 5) Nathan Burkett, County Administrator
- A) **Adopt Resolution: Exempt Permit LG220 – Up North Riders ATV Club**
 - B) **Community Corrections**
 - C) **Facilities Discussion**
 - D) **10:00 a.m. Public Hearing – Riverwood Healthcare Center Refinancing Project**
- Note: Nathan Burkett will break for the 10:00 a.m. Public Hearing and resume afterwards.
- 11:30 6) Committee Updates
- 12:15 Adjourn

The Aitkin County Board of Commissioners met this 26th day of January, 2016 at 9:00 a.m. with the following members present: Chairperson J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Brian Napstad, Anne Marcotte, County Administrator Nathan Burkett, and Administrative Assistant Sue Bingham.

CALL TO ORDER

Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to approve the January 26, 2016 agenda.

**APPROVED
AGENDA**

AITKIN COUNTY HEALTH & HUMAN SERVICES BOARD MEETING MINUTES January 26, 2016

**HEALTH &
HUMAN
SERVICES
BOARD**

I. Attendance

The Aitkin County Board of Commissioners met this 26th day of January, 2016, at 9:04 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Chairperson Commissioner Mark Wedel; Commissioners, Anne Marcotte, Brian Napstad, Don Niemi and Laurie Westerlund; and others present included: County Administrator Nathan Burkett; H&HS Staff Members Tom Burke, Director; Jessi Schultz & Ann Rivas, Social Service Supervisors; Erin Melz, Public Health Supervisor; Ruth Sundermeyer, Support & Collections Supervisor; Amy Wyant, Public Health Educator; Julie Lueck, Clerk to the Health & Human Services Board; and guests; Adam Hoogenakker, Aitkin Independent Age; and Roberta Elvecrog and Jessica Seibert, H&HS Advisory Committee Members; and JoLynn Kullhem, Aitkin County CARE.

II. Approval of Health & Human Services Board Agenda

Motion by Commissioner Niemi, seconded by Commissioner Marcotte, and carried; the vote was to approve the Agenda with the change in names under VII. A. to reflect Jessica Seibert and Roberta Elvecrog attending this meeting representing the H&HS Advisory Committee.

III. Review December 22, 2015 Health & Human Service Board Minutes

Motion by Commissioner Napstad, seconded by Commissioner Marcotte, and carried; the vote was to approve the Minutes of the December 22, 2015 Health & Human Services Board Meeting.

IV. Review Bills

Motion by Commissioner Westerlund, seconded by Commissioner Niemi, and carried; the vote was to approve the Bills.

V. General/Miscellaneous Information

A. The 2015 H&HS Report - Amy Wyant gave a PowerPoint Presentation reviewing the 2015 H&HS Report followed by questions and comments from the Commissioners and audience.

B. Approve appointment of new applicant to the Health & Human Services Advisory Committee as follows:

1. Kimberly DeMenge - Aitkin – Comm. Dist. #4 (Fleming Township)
Motion by Commissioner Napstad, seconded by Commissioner Westerlund, and carried; the vote was to approve the appointment of new applicant to the Health & Human Services Advisory Committee as follows:

Kimberly DeMenge - Aitkin – Comm. Dist. #4 (Fleming Twp.)

VI. Contracts/Agreements

- A. HealthPartners Vendor Agreement between HealthPartners, Inc. and Aitkin County for the period January 1, 2016 to December 31, 2016.**
Motion by Commissioner Marcotte, seconded by Commissioner Niemi, and carried; the vote was to approve the HealthPartners Vendor Agreement between HealthPartners, Inc. and Aitkin County for the period January 1, 2016 to December 31, 2016.

VII. Committee Reports from Commissioners

- A. H&HS Advisory Committee** – Commissioners Westerlund and/or Marcotte. Committee Members attending today: Jessica Seibert & Roberta Elvecrog. Draft Copy of the January 6th meeting minutes. Jessica Seibert discussed the presentation by Cassie Conn of the new WRAP program in conjunction with Lakes & Pines and the fact that the committee is receiving presentations to educate the committee members to be liaisons between the community and the Commissioners/H&HS Staff. Roberta Elvecrog noted there are a number of new committee members which will probably necessitate the repeat of some of the topics already presented to get the new members current on topics and issues.
- B. AEOA Committee Update** – Commissioner Westerlund - No Meeting.
- C. NEMOJT Committee Update** – Commissioner Napstad - No Meeting.
- D. CJI (Children's Justice Initiative)** – Commissioner Westerlund - Unable to attend meeting.
- E. Lakes & Pines Update** – Commissioner Niemi - Unable to attend meeting due to weather.

Next Meeting – February 23, 2016

Break: 10:11 a.m. to 10:21 a.m.

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: January 12, 2016 to January 25, 2016; B) Approve County Board Minutes: January 12, 2016; C) Approve Commissioner Warrants: General Fund \$85,824.19, Road & Bridge \$68,549.67, Special Revenue \$192.48, Health & Human Services \$567.72, State \$25.76, Trust \$29,625.55, Forest Development \$191.87, Agency \$3,094.14, Long Lake Conservation Center \$4,875.52, Parks \$700.46 for a total of \$193,647.36; D) Approve Auditor Warrants – December Sales & Use Tax: General Fund \$424.48, Road & Bridge \$1,724.80, State \$12,689.50, Long Lake Conservation Center \$113.07, Parks \$2.99 for a total of \$14,954.84; E) Approve Auditor Warrants – Tax Settlements: Agency \$517,797.11; F) Accept \$100 Donation to STS from VFW Post #1727; G) Approve Updated Countywide Fee Schedule; H) Approve Purchase of Two Vehicles – Motor Pool; I) Approve County Administrator's Performance Evaluation Summary

BREAK

**REGULAR BOARD
RECONVENED**

**CONSENT
AGENDA**

<p>Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve budgeted purchase of two 2016 Ford Escapes at a cost of \$20,378 for one, and \$20,453 for the second one, plus taxes and fees, and also to approve trading in of 2006 Ford Focus and 2006 Saturn Ion for \$750 each.</p>	<p>MOTOR POOL VEHICLE PURCHASE</p>
<p>Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voting to schedule the 2016 Board of Appeal and Equalization meeting on June 14, 2016 at 4:00 p.m. in the Aitkin County Boardroom.</p>	<p>BAE MEETING SCHEDULED</p>
<p>Jolynn Kullhem, Aitkin County CARE and the County Board discussed CARE's request for additional funding for 2016, and for a County commissioner to be appointed to the Aitkin County CARE Board as a representative of the County Board.</p>	<p>AITKIN COUNTY CARE</p>
<p>Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to approve the request of an additional \$20,000 to Aitkin County CARE in 2016, to be prorated from the date of hire of a new CARE Executive Director. The Board also wants to revisit this before setting the 2017 appropriation.</p>	<p>AITKIN COUNTY CARE FUNDING</p>
<p>Motion by Commissioner Napstad, seconded by Commissioner Marcotte and carried (4-0-1 Westerlund abstained) to appoint Commissioner Westerlund to Aitkin County CARE Board as representative of the County Board.</p>	<p>COMMISSIONER APPOINTED TO AITKIN COUNTY CARE BOARD</p>
<p>Amy M. Wyant, Health Educator in Health and Human Services Department, requested a two year Leave of Absence from July 18, 2016 to August 27, 2018 while she teaches school in Saudi Arabia. Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voting to commend and to congratulate Amy, but to deny her Leave of Absence request.</p>	<p>LEAVE OF ABSENCE REQUEST</p>
<p>Motion for a resolution by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to adopt – CMCC Resolution of Termination:</p>	
<p>WHEREAS, Crow Wing and Morrison Counties established a joint Community Corrections Agency in 1974, and Aitkin County entered into this agency by a formal Joint Powers Agreement on January 1, 1992 to form Central Minnesota Community Corrections (hereinafter collectively referred to as CMCC), and</p>	<p>RESOLUTION 20160126-011 CMCC RESOLUTION OF TERMINATION</p>
<p>WHEREAS, Article 10 of the Joint Powers Agreement provides the agreement may be terminated by written agreement of two thirds of all participating counties after a resolution of the Joint Powers Board in response to a petition filed by a participating county, and</p>	
<p>WHEREAS, Morrison County petitioned the Joint Powers Board to terminate CMCC in a resolution passed by the Morrison County Board on December 1, 2015 requesting consideration of said petition at the December 16, 2015 Joint Powers Board Meeting, and</p>	
<p>WHEREAS, the CMCC Joint Powers Board met on December 16 and passed a</p>	

resolution recommending dissolution of CMCC to each of the respective member counties.

NOW, THEREFORE, BE IT RESOLVED, in accordance with Article 10 of the Joint Powers Agreement, the Aitkin County Board hereby approves the termination of the Central Minnesota Community Corrections Joint Powers Agreement, dated October 1, 2009, effective July 1, 2016.

BE IT FURTHER RESOLVED, the Aitkin County Board will consider details of the dissolution of assets and liabilities as those become more clearly defined through subsequent resolution.

BE IT FURTHER RESOLVED, upon passage of a resolution by two thirds of participating counties ratifying the termination, the requirements of the Joint Powers Agreement regarding termination shall be considered complete.

The Board reported on the following: EQB, NCLUCB, MRCC, ACA, CMCC, Roundtable DNR, Planning Commission, Water Planning Task Force, AIS, and TZD.

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to adjourn the meeting at 12:30 p.m. until Tuesday, February 9, 2016 at 9:00 a.m.

**BOARD
DISCUSSION**

ADJOURN

J. Mark Wedel, Chairperson
Aitkin County Board of Commissioners

Nathan Burkett, County Administrator



Board of County Commissioners Agenda Request

2C

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: Consumption & Display Permit

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sally M. Huhta		Department: Auditor's
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: Need County Board approval for the following Renewal of Consumption & Display (Set Up) Permit: Minnewawa Sportsmen's Club Inc., d/b/a Minnewawa Sportsmen's Club – Shamrock Township		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Renewal of Consumption and Display Permit - Minnewawa Sportsmen's Club		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



Board of County Commissioners Agenda Request

20

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: LG220 Application for Exempt Permit - Lawler Area Community Club

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sally M. Huhta		Department: Auditor's
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – of the Lawler Area Community Club, at the following location – Jacksons Hole, which has an address of 36232 Kestrel Avenue, MN 55760 – Salo Township. (Note: Date of activity for Raffle – April 30th, 2016)		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt the above resolution.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



Board of County Commissioners Agenda Request

2E

Agenda Item #

Requested Meeting Date: 2/9/2016

Title of Item: Joint Powers Agreements

- ☐ REGULAR AGENDA
☒ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☐ Approve/Deny Motion
☒ Adopt Resolution (attach draft)

☐ Direction Requested

☐ Discussion Item

☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

James P. Ratz

Department:

County Attorney

Presenter (Name and Title):

James P. Ratz

Estimated Time Needed:

N/A

Summary of Issue:

Authorization of the Joint Powers Agreements with the County of Aitkin on Behalf of its County Attorney, Sheriff, and Health and Human Services.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☒ No

What is the total cost, with tax and shipping? \$

Is this budgeted?

☐ Yes

☒ No

Please Explain:

Legally binding agreements must have County Attorney approval prior to submission.

MEMORANDUM

To: Aitkin County Board
From: James P. Ratz, County Attorney
Date: January 29, 2016
Subject: **Joint Powers Agreements with the County of Aitkin**

Attached please find the Joint Powers Agreements with the County of Aitkin on Behalf of its County Attorney, Sheriff, and Health and Human Services. Please have the county board chair and clerk sign all five (5) contracts. Please complete the resolution approving the Joint Powers Agreements and provide me with a copy of the resolution and all five documents once complete.

JPR:mjm

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED February 9, 2016

By Commissioner: xx

20160209-0xx

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE
COUNTY OF AITKIN ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF AND DIRECTOR OF
HEALTH AND HUMAN SERVICES**

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Aitkin on behalf of its County Attorney, Sheriff, and Director of Health and Human Services are hereby approved. Copies of the three Joint Powers Agreements are attached to this Resolution and made a part of it.

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

To assist the Authorized Representative with the administration of the agreement, Undersheriff John Drahota is appointed as the Authorized Representative's designee.

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

To assist the Authorized Representative with the administration of the agreement, Senior Assistant County Attorney Lisa Roggenkamp Rakotz is appointed as the Authorized Representative's designee.

4. That the Director of Health and Human Services, Thomas Burke, or his or her successor, is designated the Authorized Representative for the Director. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Jessica Schultz is appointed as the Authorized Representative's designee.

5. That Mark Wedel, the Chair of the County of Aitkin, and Nathan Burkett, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT
STATE OF MINNESOTA}
COUNTY OF AITKIN}

All Members Voting Yes

I, Nathan Burkett, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 9th day of February 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of February 2016

Nathan Burkett
County Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Aitkin on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Jim Ratz, County Attorney, 217 2nd Street NW, Room 231, Aitkin, MN 56431, (218) 927-7347, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

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

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Aitkin on behalf of its Sheriff's Office ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

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

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Sheriff Scott Turner, 217 2nd Street NW, Room 185, Aitkin, MN 56431, (218) 927-7435, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

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

6 Liability

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

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Aitkin on behalf of its Health and Human Services ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Thomas Burke, Director, 204 1st Street, Aitkin, MN 56431-1260, (218) 927-7200, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

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

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

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

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 105254, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 105253, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

- a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.
- b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.
- c. **"Court Records"** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
- i. **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
 - ii. **"Court Confidential Case Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - iv. **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- d. **"DCA"** shall mean the district courts of the state of Minnesota and their respective staff.
- e. **"Policies & Notices"** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

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

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

h. **"Subscriber"** shall mean the Agency.

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.
- c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.
- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Board of County Commissioners Agenda Request

2F

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: TriMin Contract for Support/Board Ratification

- ☐ REGULAR AGENDA
☒ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☒ Approve/Deny Motion
☐ Adopt Resolution (attach draft)

- ☐ Direction Requested
☐ Discussion Item
☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Kathleen Ryan

Department:

Health and Human Services

Presenter (Name and Title):

Kathleen Ryan, Fiscal Supervisor

Estimated Time Needed:

Summary of Issue:

New maintenance and support contract with TriMin for IFS.

The Contract has been approved by all other members involved - now needs County Board approval.

IFS is our main GL system for the county and this contract provides for yearly support.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request?

☒ Yes

☐ No

What is the total cost, with tax and shipping? \$ 6,889.00 - yearly.

Is this budgeted?

☒ Yes

☐ No

Please Explain:

Was figured into budget - preliminary costs were shared at budget time before the contract was approved.

Sue Bingham

From: Jim Ratz [jratz@co.aitkin.mn.us]
Sent: Tuesday, February 02, 2016 2:41 PM
To: 'Sue Bingham'
Subject: RE: Please review contract

Good Afternoon Sue,

I have reviewed the contract and find that it is appropriate as to form.

Thanks,
Jim

From: Sue Bingham [<mailto:sue.bingham@co.aitkin.mn.us>]
Sent: Monday, February 01, 2016 9:27 AM
To: 'Jim Ratz'
Subject: Please review contract

Jim ~

Attached is a TriMin Contract which needs County Board approval at next week's Board meeting. Please review.

Thank you.

*Sue Bingham
Administrative Assistant, Confidential
Aitkin County Administration
217 - 2nd Street NW, Room 134
Aitkin, MN 56431
218-927-3093*

TO: IFS Users

FROM: Lisa Christine Meredith, Executive Director
651-917-6996, lisa@mnccc.org

DATE: January 22, 2016

SUBJECT: TriMin Contract for Support Board Ratification

Attached please find a copy of the fully executed Maintenance & Support Contract with TriMin for IFS. The Joint Integrated/IFS Committee (JIC) has approved the contract as well as the MnCCC Board. Your county or agency will now need your Board to approve and sign, then a copy should be returned to MnCCC at the following:

MnCCC
Lisa C. Meredith
100 Empire Drive Suite 201
Saint Paul, MN 55103

-or- via scan and email at lisa@mnccc.org

-or via fax at 651-917-6989

Also attached please find a copy of the approved 2016 Fees for Maintenance & Support. In addition to the Maintenance and Support Fees, there are enhancement fund fees approved by JIC in the amount of \$300 per office or \$600 per county. The MnCCC Membership Fees costs are split by each of the groups (CMHS, Midstates, MCIS, and MnCCC) and billing was sent according to each group's number of votes and split between participating counties/agencies. The billings you have received for maintenance & support, enhancement fund, and membership are all annual fees (no more quarterly billings). MCIS and CPUI provide the level one support for their counties. MCIS and CPUI will continue to bill for this service as they have in the past. MnCCC and CMHS level one support is included in your maintenance and support fee to TriMin through the MnCCC billing.

For more information and a little history on this change:

JIC was moved under MnCCC in 2013. JIC owns and controls IFS on behalf of all of the users which is comprised of four groups: Computer Management for Human Services (CMHS), Midstates-Auditors/Treasurers, MCIS-Auditors/Treasurers, and MnCCC's Finance & General Government (F&GG) Group representing Auditors/Treasurers. Until

the end of 2015, there were approximately 82 contracts with Trimin for maintenance and support of the IFS system. JIC decided it would be in everyone's best interest to simplify to a single contract that represented all users under MnCCC. In addition to changing to one contract, the group approved to increase support with Trimin and add on a modernization piece to support.

To stay informed on JIC meetings and IFS Announcements & Trainings, here is some information that I hope will be helpful:

JIC Committee Information: <http://www.mnccc.org/user-groups/jic-committee>

Our RSVP System is a self-subscribed calendar system that will provide you with information on announcements, meetings, trainings, conferences, etc. Please be sure to sign yourself up along with any staff that may be interested. To set up a profile, click on this link <http://calendar.mnccc.org/register.aspx> Complete the contact information, be sure to include IFS Users and JIC in the meeting categories. And, be sure to include at least JIC and IFS Training in meeting types. You should begin receiving notices after signing up.

For more information on RSVP, you can visit <http://www.mnccc.org/about/rsvp>.

If you need any assistance, please feel free to contact me. Thank you!

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And TRIMIN SYSTEMS, INC. for the maintenance and support of IFS.

The Agreement will be effective January 1, 2016 through December 31, 2018. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

Approved 2016 IFS Trimin Support - JIC

Approved by JIC on December 18, 2015

Updated: January 5, 2016

County/Agency	Population*	Auditor/Treasurer Group	2015 CMHS Support Costs	2015 Aud/Treas Support Costs	Current Total	% of Pop	2016 Proposed CMHS Support Costs	2016 Proposed Aud/Treas Support Costs	Total Agency	Total for 2015	Difference in Totals
Aitkin County	15,749	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.76%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Becker County	33,167	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.59%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Beltrami County	45,652	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.19%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Benton County	39,219	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.88%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Big Stone County	5,127	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.25%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Brown County	25,465	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.22%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Carlton County	35,505	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.70%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Carver County	95,463	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	4.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Cass County	28,604	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.37%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Chippewa County	12,146	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.58%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Chisago County	53,743	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Clay County	60,426	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.90%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Clearwater County	8,837	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.42%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Cook County	5,185	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.25%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Cottonwood County	11,610	MCCC		\$ 2,165.00	\$ 2,165.00	0.56%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Dodge County	20,342	MCIS		\$ 974.60	\$ 974.60	0.98%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Douglas County	36,529	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.75%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Faribault County	14,192	MCCC		\$ 2,165.00	\$ 2,165.00	0.68%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Fillmore County	20,827	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.00%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Freeborn County	30,917	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.48%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Goodhue County	46,447	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.23%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Grant County	5,990	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.29%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Houston County	18,814	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.90%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Hubbard County	20,585	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.99%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Isanti County	38,231	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.83%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Itasca County	45,542	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	2.18%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Jackson County	10,265	MCCC		\$ 2,165.00	\$ 2,165.00	0.49%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Kanabec County	16,009	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.77%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Kandiyohi County	42,351	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	2.03%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Kittson County	4,498	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.22%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Koochiching County	13,217	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.63%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lac qui Parle County	7,041	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.34%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lake County	10,777	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.52%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Lake of the Woods County	3,932	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.19%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Le Sueur County	27,834	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.34%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Lincoln County	5,830	CPUI		\$ 974.60	\$ 974.60	0.28%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Lyon County	25,648	CPUI		\$ 974.60	\$ 974.60	1.23%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
McLeod County	36,095	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.73%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Mahnomen County	5,534	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.27%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Marshall County	9,424	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.45%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Martin County	20,429	MCCC		\$ 2,165.00	\$ 2,165.00	0.98%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Meeker County	23,109	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.11%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Mille Lacs County	25,817	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.24%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Morrison County	32,877	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Mower County	39,356	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.89%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Murray County	8,536	CPUI		\$ 974.60	\$ 974.60	0.41%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Nicollet County	33,002	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.58%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Nobles County	21,593	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.04%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92

Approved 2016 IFS Trim Support - JIC

Approved by JIC on December 18, 2015 Updated: January 5, 2016

County/Agency	Population*	Auditor/Treasurer Group	2015 CMHS Support Costs	2015 Aud/Treas Support Costs	Current Total	% of Pop	2016 Proposed CMHS Support Costs	2016 Proposed Aud/Treas Support Costs	Total Agency	Total for 2015	Difference in Totals
Norman County	6,634	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.32%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Otter Tail County	57,588	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.76%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pennington County	14,121	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.68%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pine County	29,125	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.40%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pipestone County	9,306	CPUI		\$ 974.60	\$ 974.60	0.45%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Polk County	31,569	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.51%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Pope County	10,929	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.52%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Red Lake County	4,071	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.20%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Redwood County	15,755	CPUI		\$ 974.60	\$ 974.60	0.76%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Renville County	15,214	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.73%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Rice County	64,656	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	3.10%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Rock County	9,524	CPUI		\$ 974.60	\$ 974.60	0.46%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Roseau County	15,522	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.74%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Sherburne County	90,203	MCIS	\$ 2,412.48	\$ 974.60	\$ 3,387.08	4.33%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Sibley County	15,074	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.72%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Stearns County	152,063	N/A	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	7.30%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 4,577.48	\$ 2,311.52
Steele County	36,417	CPUI		\$ 974.60	\$ 974.60	1.75%	\$ -	\$ 2,361.00	\$ 2,361.00	\$ 974.60	\$ 1,386.40
Stevens County	9,748	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.47%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Swift County	9,551	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.46%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Todd County	24,374	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	1.17%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Traverse County	3,460	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.17%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Wabasha County	21,442	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	1.03%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wadena County	13,821	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.66%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Waseca County	19,075	MCCC		\$ 2,165.00	\$ 2,165.00	0.92%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,165.00	\$ 2,222.00
Watsonwan County	11,136	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.53%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wilkin County	6,558	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.31%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Winona County	51,362	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	2.46%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Wright County	128,459	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	6.16%	\$ 4,528.00	\$ 4,387.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Yellow Medicine County	10,150	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	0.49%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 3,387.08	\$ 3,501.92
Tri-County Corrections	15,000	MCCC		\$ 2,165.00	\$ 2,165.00	0.72%	\$ -	\$ 2,827.00	\$ 2,827.00	\$ 2,165.00	\$ 662.00
Kanabec/Pine PH	45,134		\$ 2,412.48		\$ 2,412.48	2.17%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
SW Health & Human Services: LLMP (Lincoln, Lyon, Murray, Pipestone Public Health), Pipestone Family Services, Redwood, and Rock	74,599	N/A	\$ 2,412.48		\$ 2,412.48	3.58%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
Minnesota Prairie Alliance: Dodge, Steele, and Waseca	75,834	N/A	\$ 2,412.48		\$ 2,412.48	3.64%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
Des Moines Valley DVHHS: Cottonwood and Jackson	21,875	N/A	\$ 2,412.48		\$ 2,412.48	1.05%	\$ 4,528.00	\$ -	\$ 4,528.00	\$ 2,412.48	\$ 2,115.52
							\$ 307,904.00	\$ 267,690.00	\$ 575,594.00	\$ 291,254.64	\$ 284,339.36

**MN Demographer's Annual Estimate (Based on population on April 1, 2013)

**Crow Wing dropping IFS, not included.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE

And

TRIMIN SYSTEMS, INC.

January 1, 2016

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making

the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in Section III – H.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in **Attachment B**.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a “bug” in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.
4. On-going design, development, technical testing and deployment as described in “IFSpi Infrastructure Modernization” Section II – E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (MSCC or MCIS), TriMin will perform the installations as part of this optional support element. A minimum hourly fee will be charged per installation per the fee table in **Attachment A**.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst

The TriMin staff assigned the IFSpi Analyst work load will proactively engage in the following:

1. On-going updates to IFSpi end user documentation.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Work directly with MnCCC's and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi, and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The IFSpi infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in

year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2018) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plugins, used in the existing IFSpi application. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add ons, per provision in Section II – G above.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.

I. Service Level Agreement, Priorities and Escalation – See *Attachment B*.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice In today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County,

Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.
3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.
5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

- A. Any third party software (fees or support), this does not include a party code or plugins used in the application.
- B. Server migrations and server setup.
- C. Operating System updates or troubleshooting (IBM i or Windows servers).
- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.
- F. PC issues or PC troubleshooting.
- G. Remote connection issues.
- H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by-MnCCC.
- I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
- J. Future third party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in **Attachment A**.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$575,000 in 2016, \$600,000 in 2017, and \$625,000 in 2018, with support fees as defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III – A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in **Attachment A**.
- D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**.
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software support services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).
2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC; that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.
4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2016, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in Section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the

provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.

2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

The term of this Agreement shall be January 1, 2016, to December 31, 2018, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

TriMin Systems

By: _____

Title: _____

Date: _____

Jon McHugh
Director of Services
1/19/16

MnCCC

By: _____

Title: Chair

Date: _____

[Signature]
1/14/2016

MnCCC

By: _____

Title: Executive Director

Date: _____

[Signature]
1/15/2016

MnCCC

By: _____

Title: JIC Chair

Date: _____

Kathleen Ryan
12/29/15

ATTACHMENT A

IFSPI Support Agreement 2016 – 2018

Fee Summary – Annual

Support Elements	2016 Support Fees	2017 Support Fees	2018 Support Fees
Level 1 Support	\$ 100,000.00	\$ 107,500.00	\$ 115,000.00
IFSpi Analyst, Level 2/3 Support	\$ 325,000.00	\$ 337,500.00	\$ 350,000.00
Infrastructure Modernization	\$ 150,000.00	\$ 155,000.00	\$ 160,000.00
Annual Contract Total	\$ 575,000.00	\$ 600,000.00	\$ 625,000.00

IFSpi Release Update Fees
Hourly Rates

2016
\$150

2017
\$155

2018
\$160

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - IFSpi system is not accessible
 - Severity 2: Significant Business Impact** - An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:

Severity 1 – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.

Severity 2 – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 3 – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 4 – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpI will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpI application and while many other factors can affect the availability and performance of IFSpI, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpI support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpI
- IBM core operating systems, except as related to IBM standard updates that IFSpI must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpI must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpI Support Agreement)

Examples of services not covered under the IFSpI Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpI application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpI or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpI / non-Cash Drawer applications or county systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpI (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpI Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpI users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpI users will work with their local IT staff to rule out local issue before contacting TriMin.

- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - If any local diagnostics were run, being able to share them with TriMin.
 - Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
 - Volume of Support Issues (new vs. resolved).
 - Resolution Type for Support Issues.
 - Volume of Issues by reporting agencies.
 - Trends in support.
 - Severity 1, 2, 3, 4 issues reported/resolved.
 - "Bugs" fixed/pending.
 - Enhancements completed/pending.
 - Modernization activities status and hours usage.

ATTACHMENT C

TriMin supports all CMHS counties/agencies for all levels of support.

TriMin supports all MnCCC county auditor/treasurers for all levels of support.

TriMin supports part of Level 2 and all of Level 3 support for MCIS and MSCC counties. MCIS and CPUI will contact TriMin on behalf of their counties for any needed support.

County/Agency	Computer Cooperative
Aitkin County	MCIS
Becker County	MnCCC
Beltrami County	MnCCC
Benton County	MnCCC
Big Stone County	MSCC
Brown County	MnCCC
Carlton County	MCIS
Carver County	MnCCC
Cass County	MCIS
Chippewa County	MCIS
Chisago County	MnCCC
Clay County	MnCCC
Clearwater County	MnCCC
Cook County	MCIS
Cottonwood County	MSCC
Dodge County	MCIS
Douglas County	MSCC
Faribault County	MnCCC
Fillmore County	MnCCC
Freeborn County	MnCCC
Goodhue County	MnCCC
Grant County	MSCC
Houston County	MnCCC
Hubbard County	MnCCC
Isanti County	MnCCC
Itasca County	MCIS
Jackson County	MnCCC
Kanabec County	MnCCC
Kandiyohi County	MSCC
Kittson County	MnCCC
Koochiching County	MCIS
Lac qui Parle County	MCIS
Lake County	MCIS
Lake of the Woods County	MnCCC
Le Sueur County	MnCCC
Lincoln County	MSCC

County/Agency	Computer Cooperative
Lyon County	MSCC
McLeod County	MnCCC
Mahnomen County	MnCCC
Marshall County	MSCC
Martin County	MnCCC
Meeker County	MSCC
Mille Lacs	MSCC
Morrison County	MnCCC
Mower County	MnCCC
Murray County	MSCC
Nicollet County	MnCCC
Nobles County	MSCC
Norman County	MSCC
Otter Tail County	MnCCC
Pennington County	MnCCC
Pine County	MnCCC
Pipestone County	MSCC
Polk County	MnCCC
Pope County	MSCC
Red Lake County	MnCCC
Redwood County	MSCC
Renville County	MSCC
Rice County	MnCCC
Rock County	MSCC
Roseau County	MnCCC
Sherburne County	MCIS
Sibley County	MnCCC
Stearns County	N/A
Steele County	MSCC
Stevens County	MSCC
Swift County	MSCC
Todd County	MSCC
Traverse County	MSCC
Wabasha County	MnCCC
Wadena County	MnCCC
Waseca County	MnCCC

County/Agency	Computer Cooperative
Watonwan County	MnCCC
Wilkin County	MSCC
Winona County	MnCCC
Wright County	MnCCC
Yellow Medicine County	MSCC
Tri-County Corrections	MnCCC
Kanabec/Pine PH	
SW Health & Human Services: LLMP (Lincoln, Lyon, Murray, Pipestone Public Health), Pipestone Family Services, Redwood, and Rock	
Minnesota Prairie Alliance: Dodge, Steele, and Waseca	
Des Moines Valley DVHHS: Cottonwood and Jackson	

009577/921105/2250601_2



Board of County Commissioners Agenda Request

2G

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: DAV Mobile Office

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Penny Harms		Department: Veterans Services
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: The DAV would like to come to the Aitkin County Courthouse on July 12, 2016 and set up their mobile office in the parking lot on the west side of the building.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve the request.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

DKB1
2/8/16 8:41AM

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By:	2	1 - Fund (Page Break by Fund)	Page Break By:	1	1 - Page Break by Fund
		2 - Department (Totals by Dept)			2 - Page Break by Dept
		3 - Vendor Number			
		4 - Vendor Name			

Explode Dist. Formulas N

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

DKB1

2/8/16

8:41AM

1 General Fund

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 2

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bnf #	On Behalf of Name
1	DEPT		Commissioners		
10452	AT&T Mobility				
	01-001-000-0000-6250		69.98	Cell Bill-Foundation Account	287259994578
			12/18/2015	01/17/2016	Telephone
10452	AT&T Mobility		69.98	1 Transactions	
8175	Centurylink				
	01-001-000-0000-6250		7.05	Local phone	313645966
8175	Centurylink		7.05	1 Transactions	Telephone
9048	Napstad/Brian				
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			06/16/2015	07/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			07/16/2015	08/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			08/16/2015	09/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			09/16/2015	10/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			10/16/2015	11/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			11/16/2015	12/15/2015	
	01-001-000-0000-6250	P	49.99	INTERNET REIMBURSEMENT	Telephone
			12/16/2015	01/15/2016	
	01-001-000-0000-6250		49.99	INTERNET REIMBURSEMENT	Telephone
			01/16/2016	02/15/2016	
	01-001-000-0000-6340	P	25.00	Heart of continent registratio	10/22/15
	01-001-000-0000-6330	P	577.30	MILEAGE	1004@.575
			07/01/2015	08/24/2015	
	01-001-000-0000-6340	P	15.00	DINNER	12/6/15
	01-001-000-0000-6330	P	696.90	MILEAGE	1212@.575
			10/01/2015	10/26/2015	
	01-001-000-0000-6330		238.68	MILEAGE	442@.54
			01/06/2016	01/28/2016	
	01-001-000-0000-6330	P	374.90	MILEAGE	652@.575
			09/02/2015	09/29/2015	
	01-001-000-0000-6330	P	411.13	MILEAGE	715@.575
			06/03/2015	06/22/2015	
					Transportation & Travel & Parking

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-001-000-0000-6330	P	MILEAGE	865@.575	Transportation & Travel & Parking
			11/05/2015 12/28/2015		
	01-001-000-0000-6340	P	LUNCH	9/18/15	Meals (Overnight)
9048	Napstad/Brian		17 Transactions		
3590	Niemi/Donald				
	01-001-000-0000-6340		SUPPER	01/03/16	Meals (Overnight)
	01-001-000-0000-6330		MILEAGE	412@.54	Transportation & Travel & Parking
			01/03/2016 01/20/2016		
3590	Niemi/Donald		2 Transactions		
1	DEPT Total:		Commissioners	4 Vendors	21 Transactions
12	DEPT		Court Administration		
	8175 Centurylink				
	01-012-000-0000-6250		Local phone Q1	313645966	Telephone
	8175 Centurylink		1 Transactions		
12	DEPT Total:		Court Administration	1 Vendors	1 Transactions
40	DEPT		Auditor		
	8175 Centurylink				
	01-040-000-0000-6250		Local phone	313645966	Telephone
	01-040-021-0000-6250		Local phone	314154028	License Center-Phone
	8175 Centurylink		2 Transactions		
	3871 People's Security Co. Inc,				
	01-040-021-0000-6231		ANNUAL MONITORING	140683	Services, Labor, Contracts
			02/01/2016 01/31/2017		
3871	People's Security Co. Inc,		1 Transactions		
3267	Peysar/Kirk				
	01-040-000-0000-6330		MILEAGE-MCIS BOARD	227.8@.54	Transportation & Travel
			01/20/2016 01/20/2016		
	01-040-000-0000-6332		LODGING-MCIS BOARD	TWO HARBORS	Hotels / Motels
			01/20/2016 01/20/2016		
	01-040-000-0000-6340		MEAL-MCIS BOARD	TWO HARBORS	Meals (Overnight)
			01/20/2016 01/20/2016		

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
3267	Peysar/Kirk		216.74	3 Transactions	
12287	Prestige Window Washing				
	01-040-021-0000-6231	8.00	Wash Windows at License Center	0057	Services, Labor, Contracts
12287	Prestige Window Washing	8.00	1 Transactions		
86235	The Office Shop Inc				
	01-040-021-0000-6405	7.39	adding machine tape rolls	283401-0	Office & Computer Supplies
	01-040-000-0000-6405	25.49	SHREDDER BAGS	998700-1	Office & Computer Supplies
	01-040-000-0000-6405	11.48	RUBBER BANDS	998770-0	Office & Computer Supplies
	01-040-000-0000-6405	45.93	BINDERS/SHEET PROTECTORS	998800-0	Office & Computer Supplies
86235	The Office Shop Inc	90.29	4 Transactions		
40	DEPT Total:	918.42	Auditor	5 Vendors	11 Transactions
42	DEPT		Treasurer		
	8175 Centurylink				
	01-042-000-0000-6250	28.21	Local phone	313645966	Telephone
	8175 Centurylink	28.21	1 Transactions		
42	DEPT Total:	28.21	Treasurer	1 Vendors	1 Transactions
43	DEPT		Assessor		
	10452 AT&T Mobility				
	01-043-000-0000-6250	209.94	MONTHLY WIRELESS	287250162187	Telephone
			12/18/2015 01/17/2016		
	10452 AT&T Mobility	209.94	1 Transactions		
	8175 Centurylink				
	01-043-000-0000-6250	77.56	Local phone	313645966	Telephone
	8175 Centurylink	77.56	1 Transactions		
43	DEPT Total:	287.50	Assessor	2 Vendors	2 Transactions
44	DEPT		Central Services		
	5247 MRCC				
	01-044-000-0000-6844	2,100.00	2016 MRCC Annual Dues	MR2016-1	MN Rural Counties Caucus

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
5247	MRCC		1 Transactions		
86235	The Office Shop Inc				
	01-044-000-0000-6231	147.25	Meter #1 B&W	283562-0	Services, Labor, Contracts
	01-044-000-0000-6231	72.07	Meter #2 Color	283562-0	Services, Labor, Contracts
86235	The Office Shop Inc	219.32	2 Transactions		
44	DEPT Total:	2,319.32	Central Services	2 Vendors	3 Transactions
45	DEPT		Motor Pool		
3263	K&M Signs Inc.				
	01-045-000-0000-6512	60.00	lettering/numbering-MP cars	10915	Car Equipment
3263	K&M Signs Inc.	60.00	1 Transactions		
45	DEPT Total:	60.00	Motor Pool	1 Vendors	1 Transactions
49	DEPT		Information Technologies		
8175	Centurylink				
	01-049-000-0000-6250	35.26	Local phone	313645966	Telephone
8175	Centurylink	35.26	1 Transactions		
88880	Datacomm Computers & Networks Inc				
	01-049-000-0000-6402	46.00	APC battery replacement	8603	Computer Supplies & Software
88880	Datacomm Computers & Networks Inc	46.00	1 Transactions		
49	DEPT Total:	81.26	Information Technologies	2 Vendors	2 Transactions
52	DEPT		Administration/Personnel Dept		
10452	AT&T Mobility				
	01-052-000-0000-6250	54.72	Cell Bill-Foundation Account	287259994578	Telephone
			12/18/2015 01/17/2016		
10452	AT&T Mobility	54.72	1 Transactions		
8175	Centurylink				
	01-052-000-0000-6250	42.34	Local phone	313645966	Telephone
8175	Centurylink	42.34	1 Transactions		
13412	Pemberton, Sorlie, Rufer & Kershner PLLF				

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-052-000-0000-6232		147.00	Attorney Fees	1.4@105	Attorney Services
	01-052-000-0000-6232		238.00	Attorney Fees	1.4@170	Attorney Services
13412	Pemberton, Sorlie, Rufer & Kershner PLLC		385.00		2 Transactions	
5831	The Sand Creek Group,Ltd					
	01-052-000-0000-6231	P	1,107.50	EAP SVCS RENDERED	93696	Services, Labor, Contracts
5831	The Sand Creek Group,Ltd		1,107.50		1 Transactions	
52	DEPT Total:		1,589.56	Administration/Personnel Dept	4 Vendors	5 Transactions
60	DEPT			Elections		
	3267 Peysar/Kirk					
	01-060-000-0000-6330		83.05	MILEAGE-SEAGATE PRODUCTS	153.8.@54	Transportation & Travel
				01/22/2016 01/22/2016		
	3267 Peysar/Kirk		83.05		1 Transactions	
60	DEPT Total:		83.05	Elections	1 Vendors	1 Transactions
90	DEPT			Attorney		
	117 Aitkin County Sheriff					
	01-090-000-0000-6250		21.16	RATZ CELL PHONE	16-0022	Telephone
	117 Aitkin County Sheriff		21.16		1 Transactions	
	340 Anoka Co Sheriff					
	01-090-000-0000-6234		70.00	SUBPOENA 01CR15664	16000251	Co Sheriff Services
	340 Anoka Co Sheriff		70.00		1 Transactions	
13886	BENUSA/NATE					
	01-090-000-0000-6208		23.00	Standard Parking	01/29/16	Training/Education
	01-090-000-0000-6208		8.84	Leeann Chin	01/29/16	Training/Education
	01-090-000-0000-6208		20.00	Amano Parking	1/28/16	Training/Education
	01-090-000-0000-6208		8.62	Dinner-Subway	1/28/16	Training/Education
	01-090-000-0000-6208		135.00	training mileage	250@.54	Training/Education
				01/28/2016 01/28/2016		
	01-090-000-0000-6208		45.00	2016 new lawyer experience	7925326037	Training/Education
13886	BENUSA/NATE		240.46		6 Transactions	
8175	Centurylink					

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-090-000-0000-6250		Local phone	313645966	Telephone
8175	Centurylink		1 Transactions		
1180	Crow Wing Co Sheriff's Office				
	01-090-000-0000-6234		SUBPOENA 01CR15750	2419	Co Sheriff Services
			01/19/2016 01/19/2016		
	01-090-000-0000-6234		SUBPOENA 01CR151107	2423	Co Sheriff Services
			01/15/2016 01/15/2016		
	01-090-000-0000-6234		SUBPOENA 01CR151107	2424	Co Sheriff Services
			01/17/2016 01/17/2016		
	01-090-000-0000-6234		SUBPOENA 01CR151107	2426	Co Sheriff Services
			01/22/2016 01/22/2016		
	01-090-000-0000-6234		SUBPOENA 01CR151107	2427	Co Sheriff Services
			01/22/2016 01/22/2016		
1180	Crow Wing Co Sheriff's Office		5 Transactions		
1265	Dakota Co Sheriff				
	01-090-000-0000-6234		SUBPOENA CIV15-038	169649	Co Sheriff Services
1265	Dakota Co Sheriff		1 Transactions		
3242	Minnesota CLE				
	01-090-000-0000-6406		MN DWI deskbook	INV740741	Law Publ. & Subscriptions
3242	Minnesota CLE		1 Transactions		
5173	West Payment Center				
	01-090-000-0000-6406	P	DISCOUNT PLAN CHARGES	833310350	Law Publ. & Subscriptions
			12/05/2015 01/04/2016		
5173	West Payment Center		1 Transactions		
90	DEPT Total:		Attorney	8 Vendors	17 Transactions
100	DEPT		Recorder		
8175	Centurylink				
	01-100-000-0000-6250		Local phone	313645966	Telephone
8175	Centurylink		1 Transactions		
100	DEPT Total:		Recorder	1 Vendors	1 Transactions

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
110	DEPT		Courthouse Maintenance		
12106	Antoine Electric				
	01-110-000-0000-6422	61.61	deliver (6) tube guard for lam	15147	Janitorial Supplies
12106	Antoine Electric	61.61	1 Transactions		
8175	Centurylink				
	01-110-000-0000-6250	14.10	Local phone	313645966	Phone
8175	Centurylink	14.10	1 Transactions		
2186	Hillyard Inc - Kansas City				
	01-110-000-0000-6422	107.76	mop bowl, sprayer,liners	601935427	Janitorial Supplies
2186	Hillyard Inc - Kansas City	107.76	1 Transactions		
12927	Midwest Machinery Co.				
	01-110-000-0000-6422	9.40	lubricant, chain links	1207286	Janitorial Supplies
	01-110-000-0000-6422	1.65	chain links	1207296	Janitorial Supplies
	01-110-000-0000-6422	4.53	chain links	1207311	Janitorial Supplies
	01-110-000-0000-6422	1.65	return chain links	1207485	Janitorial Supplies
12927	Midwest Machinery Co.	13.93	4 Transactions		
3950	Public Utilities				
	01-110-000-0000-6254	1,523.76	COURTHOUSE		Utilities & Heating
	01-110-000-0000-6254	25.95	OLD COUNTY GARAGE		Utilities & Heating
	01-110-000-0000-6254	475.45	JAIL WEST ANNEX		Utilities & Heating
	01-110-000-0000-6254	329.05	CH BLDG COORDINATOR		Utilities & Heating
	01-110-000-0000-6254	104.00	GLARCO		Utilities & Heating
	01-110-000-0000-6254	234.09	LA TOOL BUILDING		Utilities & Heating
3950	Public Utilities	2,692.30	6 Transactions		
110	DEPT Total:	2,889.70	Courthouse Maintenance	5 Vendors	13 Transactions
120	DEPT		Service Officer		
8175	Centurylink				
	01-120-000-0000-6250	7.05	Local phone	313645966	Telephone
8175	Centurylink	7.05	1 Transactions		
2448	Janzen/Carroll Mark				
	01-120-000-0000-6350	50.00	DRIVE VAN	MPLS	Per Diem

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-120-000-0000-6350		DRIVE VAN	ST CLOUD	Per Diem
			01/21/2016	01/21/2016	
2448	Janzen/Carroll Mark			2 Transactions	
10677	Olsen/Gerald D		DRIVE VAN	ST CLOUD	Per Diem
	01-120-000-0000-6350		01/07/2016	01/07/2016	
10677	Olsen/Gerald D			1 Transactions	
3912	Peterson/Richard		DRIVE VAN	MPLS	Per Diem
	01-120-000-0000-6350		01/26/2016	01/26/2016	
	01-120-000-0000-6350		DRIVE VAN	ST CLOUD	Per Diem
			01/05/2016	01/05/2016	
3912	Peterson/Richard			2 Transactions	
11362	Roscoe/Bernie		DRIVE VAN	MPLS	Per Diem
	01-120-000-0000-6350		01/12/2016	01/12/2016	
	01-120-000-0000-6350		DRIVE VAN	ST CLOUD	Per Diem
			01/27/2016	01/27/2016	
11362	Roscoe/Bernie			2 Transactions	
6097	Verizon Wireless		Vet van cell phone	880690364	Telephone
	01-120-000-0000-6250				
6097	Verizon Wireless			1 Transactions	
3518	Voyageur Press Of Mcgregor/The		2016 SUBSCRIPTION	32978	Office & Computer Supplies
	01-120-000-0000-6405				
3518	Voyageur Press Of Mcgregor/The			1 Transactions	
11970	Wikelius/Charles		DRIVE VAN	MPLS	Per Diem
	01-120-000-0000-6350		01/28/2016	01/28/2016	
	01-120-000-0000-6350		DRIVE VAN	ST CLOUD	Per Diem
			01/15/2016	01/15/2016	
11970	Wikelius/Charles			2 Transactions	
9255	Witt/Warren				

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-120-000-0000-6350		DRIVE VAN	ST CLOUD	Per Diem
		50.00	01/13/2016 01/13/2016		
9255	Witt/Warren	50.00	1 Transactions		
120	DEPT Total:	555.21	Service Officer	9 Vendors	13 Transactions
122	DEPT		Planning & Zoning		
88458	AMC				
	01-122-000-0000-6241	45.00	Land Use Training Reg.	Gansen	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	Hagen	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	kunz	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	Lange	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	Paquette	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	Ratz	Registration Fee
	01-122-000-0000-6241	55.00	Land Use Training Reg.	Sonnee	Registration Fee
88458	AMC	375.00	7 Transactions		
8175	Centurylink				
	01-122-000-0000-6250	49.36	Local phone	313645966	Telephone
8175	Centurylink	49.36	1 Transactions		
13442	Hagen/Michael				
	01-122-000-0000-6350	50.00	PC MEETING	1/25/16	Per Diem
	01-122-000-0000-6350	10.00	ONSITE	41587C	Per Diem
			01/13/2016 01/13/2016		
	01-122-000-0000-6350	10.00	ONSITE	41729C	Per Diem
			01/12/2016 01/12/2016		
	01-122-038-0000-6330	32.40	PC/Onsites mileage	60@.54	Boa/Pc Mileage
13442	Hagen/Michael	102.40	4 Transactions		
5784	Lake/Robert				
	01-122-000-0000-6350	50.00	BOA MEETING	1/6/16	Per Diem
	01-122-038-0000-6330	21.60	BOA/ONSITE MILEAGE	40@.54	Boa/Pc Mileage
	01-122-000-0000-6350	10.00	ONSITE	SMITH	Per Diem
			01/06/2016 01/06/2016		
5784	Lake/Robert	81.60	3 Transactions		
11990	Lange/David				
	01-122-000-0000-6350	50.00	PC MEETING	1/25/16	Per Diem

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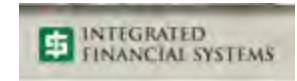
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No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-122-038-0000-6330		PC/ONSITE MILEAGE	125@.54	Boa/Pc Mileage
	01-122-000-0000-6350		ONSITE	41711I	Per Diem
	01-122-000-0000-6350		ONSITE	41729C	Per Diem
	01-122-000-0000-6350		ONSITE	41730I	Per Diem
	01-122-000-0000-6350		ONSITE	41733C	Per Diem
	01-122-000-0000-6350		ONSITE	41736C	Per Diem
11990	Lange/David		7 Transactions		
		167.50			
5516	Paquette/Jeremy M				
	01-122-000-0000-6350		PC MEETING	1/25/16	Per Diem
	01-122-000-0000-6350		PC MEETING	1/25/16	Per Diem
	01-122-000-0000-6350		WCA Appeal Hearing	1/29/16	Per Diem
	01-122-038-0000-6330		PC/ONSITE MILEAGE	161@.54	Boa/Pc Mileage
5516	Paquette/Jeremy M		4 Transactions		
		236.94			
13424	Sonnee/Dennise J				
	01-122-000-0000-6350		PC MEETING	1/25/16	Per Diem
	01-122-038-0000-6330		PC/ONSITE MILEAGE	113@.54	Boa/Pc Mileage
	01-122-000-0000-6350		ONSITE	41711I	Per Diem
	01-122-000-0000-6350		ONSITE	41729C	Per Diem
	01-122-000-0000-6350		ONSITE	41730I	Per Diem
	01-122-000-0000-6350		ONSITE	41733C	Per Diem
	01-122-000-0000-6350		ONSITE	41736C	Per Diem
13424	Sonnee/Dennise J		7 Transactions		
		161.02			
86235	The Office Shop Inc				
	01-122-000-0000-6405		ENVELOPES/PACKING TAPE	999047-0	Office, Computer, Film, & Field Supplies
86235	The Office Shop Inc		1 Transactions		
		44.77			
4927	Turnock/Franklin Allen				
	01-122-000-0000-6350		WCA Appeal Hearing	1/29/16	Per Diem
	01-122-038-0000-6330		mileage-WCA appeal hearing	76@.54	Boa/Pc Mileage
4927	Turnock/Franklin Allen		2 Transactions		
		91.04			
6097	Verizon Wireless				
	01-122-000-0000-6250		MONTHLY CELLULAR	380690138	Telephone
		38.55	12/14/2015 01/13/2016		
6097	Verizon Wireless		1 Transactions		
		38.55			

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
10895	Westerlund/Laurie Ann					
	01-122-038-0000-6330		126.36	PC/ONSITES MILEAGE	192@.54	Boa/Pc Mileage
	01-122-000-0000-6350		10.00	ONSITE	41729C	Per Diem
	01-122-000-0000-6350		10.00	ONSITE	41733C	Per Diem
10895	Westerlund/Laurie Ann		146.36	3 Transactions		
122	DEPT Total:		1,494.54	Planning & Zoning	11 Vendors	40 Transactions
123	DEPT			Coroner		
988	Hennepin Co Medical Centers					
	01-123-000-0000-6260	P	629.00	ME 15-2896		Autopsies--Pathologist, Xrays, Etc
	01-123-000-0000-6260	P	107.00	ME 15-3236		Autopsies--Pathologist, Xrays, Etc
988	Hennepin Co Medical Centers		736.00	2 Transactions		
3987	Ramsey County Medical Examiner					
	01-123-000-0000-6260	O	1,400.00	ME 15-2896		Autopsies--Pathologist, Xrays, Etc
	01-123-000-0000-6260	O	1,400.00	ME 15-3236		Autopsies--Pathologist, Xrays, Etc
3987	Ramsey County Medical Examiner		2,800.00	2 Transactions		
123	DEPT Total:		3,536.00	Coroner	2 Vendors	4 Transactions
200	DEPT			Enforcement		
10452	AT&T Mobility					
	01-200-000-0000-6250		1,064.18	FOUNDATION PHONE ACCT	287258495419	Telephone
				12/18/2015 01/17/2016		
10452	AT&T Mobility		1,064.18	1 Transactions		
86467	Auto Value Aitkin					
	01-200-000-0000-6302		13.99	#208 WIPER	40077682	Car Maintenance
86467	Auto Value Aitkin		13.99	1 Transactions		
12445	Brandl Chevrolet, Buick GMC					
	01-200-000-0000-6302	P	314.82	high beam loom conduit #219	218106	Car Maintenance
	01-200-000-0000-6302		46.51	oil change #221	219641	Car Maintenance
	01-200-000-0000-6302		669.77	#217 brakes,solenoid,oil chang	219765	Car Maintenance
12445	Brandl Chevrolet, Buick GMC		1,031.10	3 Transactions		
8175	Centurylink					

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-200-000-0000-6250		183.33	Local phone	313645966	Telephone
	01-200-000-0000-6250		56.41	Local phone-PROBATION	313645966	Telephone
8175	Centurylink		239.74	2 Transactions		
3263	K&M Signs Inc.					
	01-200-000-0000-6302		560.00	lettering/graphics-2016 F150	10895	Car Maintenance
3263	K&M Signs Inc.		560.00	1 Transactions		
5756	KEEPRS, Inc					
	01-200-000-0000-6410		15.99	badge repair #224	293844	Clothing Allowance
5756	KEEPRS, Inc		15.99	1 Transactions		
10567	Lake Country Auto Center Of Aitkin					
	01-200-000-0000-6302		219.99	BATTERY #212	22283	Car Maintenance
	01-200-000-0000-6302		42.74	OIL CHANGE #206	22291	Car Maintenance
	01-200-000-0000-6302		42.74	OIL CHANGE #225	22299	Car Maintenance
10567	Lake Country Auto Center Of Aitkin		305.47	3 Transactions		
11041	MOCIC					
	01-200-000-0000-6231		150.00	2016 Annual Membership	42046-23796	Services & Labor (Incl Contracts)
11041	MOCIC		150.00	1 Transactions		
4181	NLEAC					
	01-200-000-0000-6240		75.00	2016 NLEAC DUES		Dues
4181	NLEAC		75.00	1 Transactions		
86235	The Office Shop Inc					
	01-200-000-0000-6405		21.42	OFFICE SUPPLIES	999008-0	Office Supplies
86235	The Office Shop Inc		21.42	1 Transactions		
6128	Tire Barn					
	01-200-000-0000-6302		590.40	4 tires, install #217	33501	Car Maintenance
6128	Tire Barn		590.40	1 Transactions		
3518	Voyageur Press Of Mcgregor/The					
	01-200-000-0000-6405		35.00	2016 SUBSCRIPTION	32975	Office Supplies
3518	Voyageur Press Of Mcgregor/The		35.00	1 Transactions		
9642	WEX BANK					

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
9642	WEX BANK	P	Dec/Jan Gas	042400704396-1	Gas And Oil
			1 Transactions		
13848	WYATT'S TOWING				
	01-200-000-0000-6511		Tow Honda Ridgeline 16-0148	1/25/16	Repair & Maintenance Supplies
13848	WYATT'S TOWING		1 Transactions		
200	DEPT Total:		Enforcement	14 Vendors	19 Transactions
202	DEPT		Boat & Water		
117	Aitkin County Sheriff				
	01-202-000-0000-6374		LUND TRAILER TABS		Auto & Trailer License
117	Aitkin County Sheriff		1 Transactions		
10567	Lake Country Auto Center Of Aitkin				
	01-202-000-0000-6302		OIL CHANGE-2012 SILVERADO	22249	B&W Maintenance
10567	Lake Country Auto Center Of Aitkin		1 Transactions		
13919	MINNESOTA POWER				
	01-202-000-0000-6231		repair air boat damage	389800793718	Services & Labor (Incl Contracts)
13919	MINNESOTA POWER		1 Transactions		
3950	Public Utilities				
	01-202-000-0000-6254		BOAT & WATER		Utilities
3950	Public Utilities		1 Transactions		
202	DEPT Total:		Boat & Water	4 Vendors	4 Transactions
203	DEPT		Snowmobile		
10452	AT&T Mobility				
	01-203-000-0000-6250		FOUNDATION PHONE ACCT	287258495419	Telephone
			12/18/2015 01/17/2016		
10452	AT&T Mobility		1 Transactions		
9642	WEX BANK				
	01-203-000-0000-6511	P	Dec/Jan Gas	042400704396-1	Gas And Oil
9642	WEX BANK		1 Transactions		

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	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
203	DEPT Total:		346.59	Snowmobile	2 Vendors	2 Transactions
206	DEPT			Forfeitures		
	5892 McGregor Printing & Graphics, Inc					
	01-206-000-0000-6409		340.00	DARE T-SHIRTS FOR GRAD	18600	Forfeiture Supplies
	5892 McGregor Printing & Graphics, Inc		340.00	1 Transactions		
206	DEPT Total:		340.00	Forfeitures	1 Vendors	1 Transactions
252	DEPT			Corrections		
	117 Aitkin County Sheriff					
	01-252-000-0000-6374		16.00	XPORT VAN TABS		Auto & Trailer License
	117 Aitkin County Sheriff		16.00	1 Transactions		
	10452 AT&T Mobility					
	01-252-000-0000-6250		58.12	FOUNDATION PHONE ACCT	287258495419	Telephone
				12/18/2015 01/17/2016		
10452	AT&T Mobility		58.12	1 Transactions		
	8175 Centurylink					
	01-252-000-0000-6250		112.82	Local phone	313645966	Telephone
	8175 Centurylink		112.82	1 Transactions		
	163 Charter Communications					
	01-252-252-0000-6405		184.39	CABLE TV FOR INMATES		Prisoner Welfare
	163 Charter Communications		184.39	1 Transactions		
	5583 Crawford Supply Company					
	01-252-252-0000-6408		344.52	COMMISSARY SUPPLIES	64803	Commissary Supplies
	5583 Crawford Supply Company		344.52	1 Transactions		
	88628 Dalco					
	01-252-000-0000-6422		381.84	JAIL PAPER PRODUCTS	2982052	Janitorial Supplies
	01-252-000-0000-6422		225.14	JAIL PAPER PRODUCTS	2982053	Janitorial Supplies
88628	Dalco		606.98	2 Transactions		
	13917 FINNERTY ON HOOLIHAN					
	01-252-252-0000-6405		130.00	2 Bean Bag Sets	1/30/16	Prisoner Welfare

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Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
13917 FINNERTY ON HOOLIHAN		1 Transactions		
1829 Goble's Sewer Service Inc.				
01-252-000-0000-6231	185.00	roto rooter 90' line in jail	20	Services & Labor (Incl Contracts)
1829 Goble's Sewer Service Inc.	185.00	1 Transactions		
1880 Gravelle Plumbing & Heating, Inc				
01-252-000-0000-6590	101.88	Chicago hose/handle assembly	70902	Repair & Maintenance Supplies
01-252-000-0000-6590	271.96	parts-repair jail toilet water	7459	Repair & Maintenance Supplies
1880 Gravelle Plumbing & Heating, Inc	373.84	2 Transactions		
2186 Hillyard Inc - Kansas City				
01-252-000-0000-6422	654.84	JANITORIAL	601935465	Janitorial Supplies
2186 Hillyard Inc - Kansas City	654.84	1 Transactions		
5503 Keefe Supply Company				
01-252-252-0000-6405	213.78	COMMISSARY SUPPLIES	648204	Prisoner Welfare
5503 Keefe Supply Company	213.78	1 Transactions		
5756 KEEPRS, Inc				
01-252-000-0000-6410	51.99	PDU PANT-NOEL	298531	Clothing Allowance
01-252-000-0000-6410	51.99	PDU pant-Noel 2nd pair	299181	Clothing Allowance
5756 KEEPRS, Inc	103.98	2 Transactions		
13691 MEnD Correctional Care, PLLC				
01-252-000-0000-6262	5,491.67	February Healthcare Services	1108	Medical Expenses & Supplies - Inmates
13691 MEnD Correctional Care, PLLC	5,491.67	1 Transactions		
3789 Pan-O-Gold Baking Company				
01-252-000-0000-6418	195.18	GROCERIES	010024602108	Groceries
01-252-000-0000-6418	195.94	Groceries	010024602818	Groceries
3789 Pan-O-Gold Baking Company	391.12	2 Transactions		
3810 Paulbeck's County Market				
01-252-000-0000-6418	5.50	Groceries	927210101	Groceries
01-252-000-0000-6418	13.20	GROCERIES	927210202	Groceries
3810 Paulbeck's County Market	18.70	2 Transactions		
11947 Phoenix Supply				

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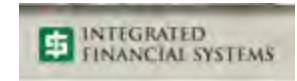
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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-252-000-0000-6424		196.75	INMATE SUPPLIES	8459	Inmate Supplies
11947	Phoenix Supply		196.75	1 Transactions		
3950	Public Utilities					
	01-252-000-0000-6254		67.17	SHERIFF STORAGE GARAGE		Utilities & Heating
	01-252-000-0000-6254		1,191.56	NEW JAIL		Utilities & Heating
	01-252-000-0000-6254		4,127.05	NEW JAIL 2		Utilities & Heating
3950	Public Utilities		5,385.78	3 Transactions		
4070	Riley Auto Supply					
	01-252-000-0000-6590		22.95	BELTS FOR AIR HANDLERS	571064	Repair & Maintenance Supplies
4070	Riley Auto Supply		22.95	1 Transactions		
84172	Riverwood Healthcare Center					
	01-252-000-0000-6262	P	1,260.00	V7878267-MINDRUM, L		Medical Expenses & Supplies - Inmates
	01-252-000-0000-6262	P	310.66	XT045880-MINDRUM, L		Medical Expenses & Supplies - Inmates
84172	Riverwood Healthcare Center		1,570.66	2 Transactions		
4761	Sysco Minnesota Inc					
	01-252-000-0000-6418		3,660.08	GROCERIES	301210173	Groceries
	01-252-000-0000-6418		15.35	GROCERIES	601211597	Groceries
	01-252-000-0000-6418		3,431.27	Groceries	601280232	Groceries
4761	Sysco Minnesota Inc		7,106.70	3 Transactions		
86235	The Office Shop Inc					
	01-252-000-0000-6405		21.42	OFFICE SUPPLIES	999008-0	Office & Computer Supplies
86235	The Office Shop Inc		21.42	1 Transactions		
9642	WEX BANK					
	01-252-000-0000-6330	P	359.00	Dec/Jan Gas	042400704396-1	Prisoner Transportation & Travel
9642	WEX BANK		359.00	1 Transactions		
252	DEPT Total:		23,549.02	Corrections	22 Vendors	32 Transactions
253	DEPT			Aitkin Co Community Corrections		
117	Aitkin County Sheriff					
	01-253-000-0000-6374		48.00	STS TABS		Auto & Trailer License
117	Aitkin County Sheriff		48.00	1 Transactions		

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
10452	AT&T Mobility					
	01-253-000-0000-6250		34.99	FOUNDATION PHONE ACCT	287258495419	Telephone
				12/18/2015 01/17/2016		
10452	AT&T Mobility		34.99	1 Transactions		
8175	Centurylink					
	01-253-000-0000-6250		7.05	Local phone	313645966	Telephone
8175	Centurylink		7.05	1 Transactions		
6072	North Homes-Treatment Foster Care					
	01-253-000-0000-6204	P	442.38	Secure 11/29-11/30/15	234302	Juvenile Detention
	01-253-000-0000-6204	P	442.38	Secure 11/8-11/10/15	3615087	Juvenile Detention
6072	North Homes-Treatment Foster Care		884.76	2 Transactions		
10327	Northwestern MN Juvenile Ctr-Evaluation					
	01-253-000-0000-6204	P	1,284.00	DETENTION	103-89-1	Juvenile Detention
				12/17/2015 12/22/2015		
10327	Northwestern MN Juvenile Ctr-Evaluation		1,284.00	1 Transactions		
253	DEPT Total:		2,258.80	Aitkin Co Community Corrections	5 Vendors	6 Transactions
254	DEPT			Enhanced 911 System		
2391	Itasca Co Auditor					
	01-254-000-0000-6231	O	382.45	2015 Reg. Radio Bd Exps		Services, Labor, Contracts
	01-254-000-0000-6231		382.45	2016 Reg. Radio Bd Exps		Services, Labor, Contracts
2391	Itasca Co Auditor		764.90	2 Transactions		
3455	Motorola Inc					
	01-254-000-0000-6231		52,738.44	service contract	78334083	Services, Labor, Contracts
				01/01/2016 12/31/2016		
3455	Motorola Inc		52,738.44	1 Transactions		
254	DEPT Total:		53,503.34	Enhanced 911 System	2 Vendors	3 Transactions
255	DEPT			General Crime Victim Grant		
8175	Centurylink					
	01-255-000-0000-6250		7.05	Local phone	313645966	Telephone

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	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
	8175 Centurylink		7.05	1 Transactions		
255	DEPT Total:		7.05	General Crime Victim Grant	1 Vendors	1 Transactions
257	DEPT			Sobriety Court		
	8175 Centurylink					
	01-257-000-0000-6250		7.05	Local phone	313645966	Telephone
	8175 Centurylink		7.05	1 Transactions		
	11997 Minnesota Monitoring					
	01-257-022-0000-6406	P	527.00	Monitoring	1536	Sobriety Crt Expenses
	01-257-022-0000-6406		323.00	Monitoring	1663	Sobriety Crt Expenses
	01-257-022-0000-6406		731.00	Monitoring	2028	Sobriety Crt Expenses
	11997 Minnesota Monitoring		1,581.00	3 Transactions		
	9489 Redwood Toxicology Laboratory, Inc					
	01-257-022-0000-6406	P	69.50	TESTING	126458201512	Sobriety Crt Expenses
	9489 Redwood Toxicology Laboratory, Inc		69.50	1 Transactions		
257	DEPT Total:		1,657.55	Sobriety Court	3 Vendors	5 Transactions
280	DEPT			Emergency Management		
	117 Aitkin County Sheriff					
	01-280-000-0000-6374		16.00	FEMA TRAILER TABS		Auto & Trailer License
	117 Aitkin County Sheriff		16.00	1 Transactions		
	8175 Centurylink					
	01-280-000-0000-6250		14.10	Local phone	313645966	Telephone
	8175 Centurylink		14.10	1 Transactions		
280	DEPT Total:		30.10	Emergency Management	2 Vendors	2 Transactions
390	DEPT			Environmental Health (FBL)		
	8175 Centurylink					
	01-390-000-0000-6250		7.05	Local phone	313645966	Telephone
	8175 Centurylink		7.05	1 Transactions		

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	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
390	DEPT Total:		7.05	Environmental Health (FBL)	1 Vendors	1 Transactions
391	DEPT			Solid Waste		
	170 Aitkin Motor Company					
	01-391-000-0000-6625		79.95	2016 ESCAPE CARGO LINER	11345	Office Equipment
	170 Aitkin Motor Company		79.95	1 Transactions		
	88458 AMC					
	01-391-000-0000-6241		45.00	Land Use Training Reg.	Neff	Registration Fee
	88458 AMC		45.00	1 Transactions		
	8175 Centurylink					
	01-391-000-0000-6250		7.05	Local phone	313645966	Telephone
	8175 Centurylink		7.05	1 Transactions		
391	DEPT Total:		132.00	Solid Waste	3 Vendors	3 Transactions
601	DEPT			Extension		
	10850 Carlson/David					
	01-601-000-0000-6350		35.00	EXTENSION MEETING	2/1/16	Per Diem
	01-601-000-0000-6360		21.60	MILEAGE	40@.54	Extension Comm Expenses (Not Per Diem)
	10850 Carlson/David		56.60	2 Transactions		
	8175 Centurylink					
	01-601-000-0000-6250		7.05	Local phone	313645966	Telephone
	8175 Centurylink		7.05	1 Transactions		
	10120 Chute/Debra					
	01-601-000-0000-6350	P	35.00	EXTENSION MEETING	11/30/15	Per Diem
	01-601-000-0000-6350		35.00	EXTENSION MEETING	2/1/16	Per Diem
	10120 Chute/Debra		70.00	2 Transactions		
	9440 Dotzler/Sharon A					
	01-601-000-0000-6350		35.00	EXTENSION MEETING	2/1/16	Per Diem
	9440 Dotzler/Sharon A		35.00	1 Transactions		
	91345 Elvecrog/Roberta C					
	01-601-000-0000-6350		35.00	Extention Meeting	2/1/16	Per Diem

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Vendor	Name		Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
91345	Elvecrog/Roberta C		35.00		1 Transactions	
12045	Janzen/Joy					
	01-601-000-0000-6360		9.72	MILEAGE	18@.54	Extension Comm Expenses (Not Per Diem)
	01-601-000-0000-6350		35.00	EXTENSION MEETING	2/1/16	Per Diem
12045	Janzen/Joy		44.72		2 Transactions	
90853	Mickelson/Bonnie H					
	01-601-000-0000-6350		35.00	EXTENSION MEETING	2/1/16	Per Diem
90853	Mickelson/Bonnie H		35.00		1 Transactions	
601	DEPT Total:		283.37	Extension	7 Vendors	10 Transactions
711	DEPT			Economic Development		
	8175 Centurylink					
	01-711-000-0000-6250		7.05	Local phone	313645966	Telephone
	8175 Centurylink		7.05		1 Transactions	
711	DEPT Total:		7.05	Economic Development	1 Vendors	1 Transactions
1	Fund Total:		109,173.31	General Fund		226 Transactions

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
301	DEPT		R&B Administration		
89541	Culligan				
	03-301-000-0000-6400	10.50	FEB RENTAL 013116	STMT	Supplies And Materials
89541	Culligan	10.50	1 Transactions		
3963	Quale/Michael J				
	03-301-000-0000-6296	36.70	MILEAGE-MCEA CONFERENCE 012016		Meeting Expense/Physicals
	03-301-000-0000-6296	36.70	MILEAGE-MCEA CONFERENCE 012116		Meeting Expense/Physicals
3963	Quale/Michael J	73.40	2 Transactions		
9261	RTVision, Inc.				
	03-301-000-0000-6300	1,000.00	ANNUAL SUPPORT eAPPROVA 020116	12233	Service Contracts
9261	RTVision, Inc.	1,000.00	1 Transactions		
301	DEPT Total:	1,083.90	R&B Administration	3 Vendors	4 Transactions
302	DEPT		R&B Engineering/Construction		
7053	Bill's Sportsman's Service				
	03-302-000-0000-6449	25.00	RESHAPE AUGER BLADE 012616	6507	Rd/Br Engr. Supplies
7053	Bill's Sportsman's Service	25.00	1 Transactions		
8394	Commissioner Of Transportation				
	03-302-000-0000-6296	100.00	2016 SURVEY TECHNICAL W 012916	B SWENSON	Meeting Expense/Physicals
	03-302-000-0000-6296	100.00	2016 SURVEY TECHNICAL W 012916	J MIES	Meeting Expense/Physicals
8394	Commissioner Of Transportation	200.00	2 Transactions		
1160	Craguns Conference Center				
	03-302-000-0000-6296	35.54	2016 SURVEY TECHNICAL W 012916	BRAD SWENSON	Meeting Expense/Physicals
	03-302-000-0000-6296	35.54	2016 SURVEY TECHNICAL W 012916	JODY MIES	Meeting Expense/Physicals
1160	Craguns Conference Center	71.08	2 Transactions		
302	DEPT Total:	296.08	R&B Engineering/Construction	3 Vendors	5 Transactions
303	DEPT		R&B Highway Maintenance		
9760	Advanced Diesel Service				
	03-303-000-0000-6590	4,518.85	REPAIR SUPPLIES 012616	22464	Repair & Maintenance Supplies
	03-303-000-0000-6590	819.00	REPAIR LABOR 012616	22464	Repair & Maintenance Supplies

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Vendor	Name		Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
9760	Advanced Diesel Service		5,337.85		2 Transactions	
50	Aitkin Body Shop, Inc					
	03-303-000-0000-6298	P	74.26	AITKIN SHOP SUPPLIES 123015	682	Shop Maintenance
50	Aitkin Body Shop, Inc		74.26		1 Transactions	
195	Aitkin Tire Shop					
	03-303-000-0000-6590		24.00	REPAIR LABOR 012116	55563	Repair & Maintenance Supplies
	03-303-000-0000-6590		500.00	TIRES 012516	55570	Repair & Maintenance Supplies
	03-303-000-0000-6590		479.24	TIRES 020116	55577	Repair & Maintenance Supplies
	03-303-000-0000-6590		80.00	REPAIR LABOR 020116	55577	Repair & Maintenance Supplies
195	Aitkin Tire Shop		1,083.24		4 Transactions	
10452	AT&T Mobility					
	03-303-000-0000-6254		34.99	PAUL'S IPAD SVC 012516	287266104878X0	Utilities
10452	AT&T Mobility		34.99		1 Transactions	
86467	Auto Value Aitkin					
	03-303-000-0000-6590	P	14.48	FILTER 123115	40076615	Repair & Maintenance Supplies
	03-303-000-0000-6590		95.98	REPAIR PARTS 010616	40076825	Repair & Maintenance Supplies
	03-303-000-0000-6590		120.99	REPAIR PARTS 011216	40077147	Repair & Maintenance Supplies
	03-303-000-0000-6590		27.70	FILTERS 011216	40077164	Repair & Maintenance Supplies
	03-303-000-0000-6298		47.88	AITKIN SHOP SUPPLIES 011516	40077335	Shop Maintenance
86467	Auto Value Aitkin		307.03		5 Transactions	
8175	Centurylink					
	03-303-000-0000-6254		31.42	FAX: HWY OFFICE 011116	JAN-FEB	Utilities
8175	Centurylink		31.42		1 Transactions	
7935	East Central Energy					
	03-303-000-0000-6254	P	160.17	DEC-JAN POWER-MCGRATH 011116	70415419	Utilities
7935	East Central Energy		160.17		1 Transactions	
7060	Federated Co-Ops Inc.					
	03-303-000-0000-6297		501.10	MCGREGOR PROPANE 012716	102101105	Shop Fuel
7060	Federated Co-Ops Inc.		501.10		1 Transactions	
13910	FLIER/RICK					
	03-303-000-0000-6411		145.00	WORK BOOTS REIMBURSEMENT 013016	44	Safety Footwear

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Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name
13910	FLIER/RICK			145.00	1 Transactions		
8622	Frontier						
	03-303-000-0000-6254			60.77	JACOBSON 012216	218-752-6591	Utilities
	03-303-000-0000-6254			60.77	MCGREGOR 012216	218-768-4481	Utilities
	03-303-000-0000-6254			60.77	PALISADE 012216	218-845-2607	Utilities
	03-303-000-0000-6254			60.77	MCGRATH 012216	320-592-3580	Utilities
8622	Frontier			243.08	4 Transactions		
13468	G & K Services						
	03-303-000-0000-6298			17.40	SHOP LAUNDRY 011816	1043384450	Shop Maintenance
	03-303-000-0000-6298			17.40	SHOP LAUNDRY 012516	1043389969	Shop Maintenance
	03-303-000-0000-6298			17.40	SHOP LAUNDRY 020116	1043395525	Shop Maintenance
13468	G & K Services			52.20	3 Transactions		
1754	Garrison Disposal Company, Inc						
	03-303-000-0000-6254			78.69	MCGREGOR SHOP 013116	8215318	Utilities
1754	Garrison Disposal Company, Inc			78.69	1 Transactions		
2340	Hyytinen Hardware Hank						
	03-303-000-0000-6298			15.99	AITKIN SHOP SUPPLIES 011216	1307795	Shop Maintenance
	03-303-000-0000-6298			11.29	AITKIN SHOP SUPPLIES 011316	1307991	Shop Maintenance
	03-303-000-0000-6298			168.44	AITKIN SHOP SUPPLIES 011916	1308784	Shop Maintenance
	03-303-000-0000-6298			11.29	AITKIN SHOP SUPPLIES 012016	1308855	Shop Maintenance
	03-303-000-0000-6298			54.99	PALISADE SHOP SUPPLIES 012516	1309510	Shop Maintenance
	03-303-000-0000-6298			11.98	AITKIN SHOP SUPPLIES 012616	1309618	Shop Maintenance
	03-303-000-0000-6298			7.49	MCGREGOR SHOP SUPPLIES 012716	1309742	Shop Maintenance
2340	Hyytinen Hardware Hank			281.47	7 Transactions		
2763	J & H Transfer Station-Lakes Sanitary						
	03-303-000-0000-6254			93.89	AITKIN 012916	101236	Utilities
	03-303-000-0000-6254			57.65	PALISADE 012916	101237	Utilities
2763	J & H Transfer Station-Lakes Sanitary			151.54	2 Transactions		
91187	Lake Country Power						
	03-303-000-0000-6254			63.08	DEC-JAN CSAH 14 012516	141979801	Utilities
	03-303-000-0000-6254			60.67	DEC-JAN CSAH 6 012516	141979901	Utilities
91187	Lake Country Power			123.75	2 Transactions		

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
2831	Little Falls Machine Inc				
	03-303-000-0000-6590		REPAIR PARTS 012116	0-0057487	Repair & Maintenance Supplies
2831	Little Falls Machine Inc		1 Transactions		
		1,372.97			
2831	Little Falls Machine Inc				
		1,372.97			
12626	Lubrication Technologies, Inc.				
	03-303-000-0000-6513		MOTOR OIL 020116	736994	Motor Fuel & Lubricants
12626	Lubrication Technologies, Inc.		1 Transactions		
		2,100.00			
12626	Lubrication Technologies, Inc.				
		2,100.00			
10824	Maney International Inc				
	03-303-000-0000-6298		AITKIN SHOP SUPPLIES 012716	716643	Shop Maintenance
10824	Maney International Inc		1 Transactions		
		53.90			
10824	Maney International Inc				
		53.90			
8540	Minnesota Department Of Public Safety				
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020216	M-77952	Shop Maintenance
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020316	M-78110	Shop Maintenance
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020316	M-78118	Shop Maintenance
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020316	M-78130	Shop Maintenance
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020316	M-78142	Shop Maintenance
	03-303-000-0000-6298		HAZARDOUS CHEM INV FEE 020316	M-78150	Shop Maintenance
8540	Minnesota Department Of Public Safety		6 Transactions		
		25.00			
		25.00			
		25.00			
		25.00			
		25.00			
		25.00			
		150.00			
8436	Northland Parts				
	03-303-000-0000-6590		REPAIR PARTS 010816	314393	Repair & Maintenance Supplies
	03-303-000-0000-6298		MCGREGOR SHOP SUPPLIES 011216	314552	Shop Maintenance
	03-303-000-0000-6590		REPAIR PARTS 012516	315175	Repair & Maintenance Supplies
8436	Northland Parts		3 Transactions		
		50.02			
		6.49			
		72.53			
		129.04			
10412	O'Reilly Auto Parts				
	03-303-000-0000-6590		REPAIR PARTS 020116	1878-320652	Repair & Maintenance Supplies
10412	O'Reilly Auto Parts		1 Transactions		
		16.66			
		16.66			
3760	Palisade Cooperative Oil Assoc				
	03-303-000-0000-6298		PALISADE SHOP SUPPLIES 010516	328993	Shop Maintenance
	03-303-000-0000-6298		PALISADE SHOP SUPPLIES 010516	328993	Shop Maintenance
	03-303-000-0000-6513		GASOLINE 010516	328993	Motor Fuel & Lubricants
	03-303-000-0000-6513		GASOLINE 010816	329221	Motor Fuel & Lubricants
	03-303-000-0000-6513		GASOLINE 011416	329553	Motor Fuel & Lubricants
	03-303-000-0000-6513		GASOLINE 012116	330027	Motor Fuel & Lubricants
		3.78			
		4.40			
		12.73			
		23.50			
		26.11			
		22.29			

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
3760	Palisade Cooperative Oil Assoc		92.81		6 Transactions	
3950	Public Utilities					
	03-303-000-0000-6254		47.48	HWY 210 W & CR 28 012616	02-00059455-00	Utilities
	03-303-000-0000-6254		72.08	AITKIN SHOP: WATER 012616	02-00063335-00	Utilities
	03-303-000-0000-6254		50.92	HWY 210/169 E & CR 12 012616	02-00063388-00	Utilities
	03-303-000-0000-6254		75.25	HWY 47 & CR 12 012616	02-00064092-00	Utilities
3950	Public Utilities		245.73		4 Transactions	
8364	Towmaster, Inc					
	03-303-000-0000-6590		52.23	REPAIR PARTS 011916	376585	Repair & Maintenance Supplies
	03-303-000-0000-6590		27.26	REPAIR PARTS 011916	376585	Repair & Maintenance Supplies
	03-303-000-0000-6590		27.26	REPAIR PARTS 011916	376585	Repair & Maintenance Supplies
8364	Towmaster, Inc		106.75		3 Transactions	
5295	Ziegler Inc					
	03-303-000-0000-6590		282.38	REPAIR PARTS 012116	PC190052781	Repair & Maintenance Supplies
	03-303-000-0000-6590		282.38	REPAIR PARTS 012116	PC190052781	Repair & Maintenance Supplies
	03-303-000-0000-6590		1,026.30	REPAIR PARTS 011616	SW190016248	Repair & Maintenance Supplies
	03-303-000-0000-6590		794.40	REPAIR LABOR 011616	SW190016248	Repair & Maintenance Supplies
5295	Ziegler Inc		2,385.46		4 Transactions	
303	DEPT Total:		15,259.11	R&B Highway Maintenance	25 Vendors	66 Transactions
307	DEPT			R&B Capital Infrastructure		
971	Commissioner of Transportation					
	03-307-000-0000-6260	O	1,026.43	JOB COST TRANSFERS 012716	P00005437	Professional Services
	03-307-000-0000-6260	O	575.38	JOB COST TRANSFERS 012716	P00005437	Professional Services
	03-307-000-0000-6260	O	412.20	JOB COST TRANSFERS 012716	P00005437	Professional Services
971	Commissioner of Transportation		2,014.01		3 Transactions	
7652	Erickson Engineering Co.					
	03-307-000-0000-6260		3,192.00	BRIDGE PLANS 011116	11576	Professional Services
7652	Erickson Engineering Co.		3,192.00		1 Transactions	
307	DEPT Total:		5,206.01	R&B Capital Infrastructure	2 Vendors	4 Transactions
308	DEPT			R&B Equipment & Facilities		

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Vendor	Name	Rpt				
No.	Account/Formula	Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
13911	BERT'S TRUCK EQUIP. OF MOORHEAD					
	03-308-000-0000-6600	P	95,020.00	2015 INTERNATIONAL 123015	W 87566	Capital Outlay-Facilities
	03-308-000-0000-6600	P	95,020.00	2015 INTERNATIONAL 123015	W 87567	Capital Outlay-Facilities
	03-308-000-0000-6600	P	95,020.00	2015 INTERNATIONAL 123015	W87568	Capital Outlay-Facilities
13911	BERT'S TRUCK EQUIP. OF MOORHEAD		285,060.00	3 Transactions		
308	DEPT Total:		285,060.00	R&B Equipment & Facilities	1 Vendors	3 Transactions
3	Fund Total:		306,905.10	Road & Bridge		82 Transactions

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4 Special Revenue(Unorg R&

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Vendor Name		<u>Rpt</u>	<u>Warrant Description</u>		<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
422	DEPT			Unorganized Fire		
173	City Of Hill City					
	04-422-000-0000-6801		962.63	FIRE PROTECTION	51-27	Appropriations
	04-422-000-0000-6801		1,813.47	FIRE PROTECTION	52-25	Appropriations
	04-422-000-0000-6801		2,676.73	FIRE PROTECTION	52-27	Appropriations
173	City Of Hill City		5,452.83	3 Transactions		
176	City Of Palisade					
	04-422-000-0000-6801		4,564.00	FIRE PROTECTION	49-27	Appropriations
	04-422-000-0000-6801		1,431.00	FIRE PROTECTION	50-25	Appropriations
	04-422-000-0000-6801		1,334.00	FIRE PROTECTION	50-26	Appropriations
	04-422-000-0000-6801		261.00	FIRE PROTECTION	50-27	Appropriations
	04-422-000-0000-6801		218.00	FIRE PROTECTION	51-25	Appropriations
176	City Of Palisade		7,808.00	5 Transactions		
3109	McGregor Fire Department					
	04-422-000-0000-6801		1,617.84	FIRE PROTECTION	47-24	Appropriations
3109	McGregor Fire Department		1,617.84	1 Transactions		
422	DEPT Total:		14,878.67	Unorganized Fire	3 Vendors	9 Transactions
4	Fund Total:		14,878.67	Special Revenue(Unorg R&B,Fir		9 Transactions

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5 Health & Human Services

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<u>Vendor Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
400	DEPT		Public Health Department		
8175	Centurylink				
	05-400-440-0410-6250		63.46	Local phone -PH	313645966 Telephone
	05-400-440-0410-6250		12.41	Local phone -HHS/Accting	313645966 Telephone
8175	Centurylink		75.87	2 Transactions	
400	DEPT Total:		75.87	Public Health Department	1 Vendors 2 Transactions
420	DEPT		Income Maintenance		
8175	Centurylink				
	05-420-600-4800-6250		70.51	Local phone -IM	313645966 Telephone
	05-420-600-4800-6250		26.37	Local phone -HHS/Accting	313645966 Telephone
	05-420-640-4800-6250		49.36	Local phone -CS	313645966 Telephone
8175	Centurylink		146.24	3 Transactions	
420	DEPT Total:		146.24	Income Maintenance	1 Vendors 3 Transactions
430	DEPT		Social Services		
8175	Centurylink				
	05-430-700-4800-6250		38.78	Local phone -HHS/Accting	313645966 Telephone
	05-430-700-4800-6250		183.33	Local phone -SS	313645966 Telephone
8175	Centurylink		222.11	2 Transactions	
430	DEPT Total:		222.11	Social Services	1 Vendors 2 Transactions
5	Fund Total:		444.22	Health & Human Services	7 Transactions

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
900	DEPT		Timber Permit Bonds		
6079	Nistler-Kowitz Logging, Inc				
	10-900-000-0000-2300		1,670.86	timber bond refund R#2449	13480
6079	Nistler-Kowitz Logging, Inc		1,670.86	1 Transactions	Timber Permit Bonds
4279	Sandstrom Logging				
	10-900-000-0000-2300		2,888.00	timber bond refund R#2363	13511
4279	Sandstrom Logging		2,888.00	1 Transactions	Timber Permit Bonds
900	DEPT Total:		4,558.86	Timber Permit Bonds	2 Vendors
					2 Transactions
921	DEPT		Co. Development		
8175	Centurylink				
	10-921-000-0000-6250		7.05	Local phone -surveyor	313645966
	10-921-000-0000-6250		7.05	Local phone -GIS	313645966
8175	Centurylink		14.10	2 Transactions	Telephone
921	DEPT Total:		14.10	Co. Development	1 Vendors
					2 Transactions
923	DEPT		Forfeited Tax Sales		
50	Aitkin Body Shop, Inc				
	10-923-000-0000-6590		321.64	Windshield	7528
50	Aitkin Body Shop, Inc		321.64	1 Transactions	Repair & Maintenance Supplies
195	Aitkin Tire Shop				
	10-923-000-0000-6590		30.00	Tire Repair	55561
195	Aitkin Tire Shop		30.00	1 Transactions	Repair & Maintenance Supplies
10452	AT&T Mobility				
	10-923-000-0000-6254		63.10	cell phone charges	287257204209
				12/18/2015	01/17/2016
10452	AT&T Mobility		63.10	1 Transactions	Utilities
8175	Centurylink				
	10-923-000-0000-6250		56.41	Local phone	313645966
8175	Centurylink		56.41	1 Transactions	Telephone
91022	Courtemanche/Richard				

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	10-923-000-0000-6330		5.00	Parking @ DECC	2/2/16	Transportation & Travel
	10-923-000-0000-6340		12.15	Meal/Duluth Conference	2/2/16	Meals Reimbursed Non-Taxable
91022	Courtemanche/Richard		17.15	2 Transactions		
2410	Jacobs/Mark H					
	10-923-000-0000-6330		46.64	Mileage-MACLC meeting	106@.44	Transportation & Travel
2410	Jacobs/Mark H		46.64	1 Transactions		
13918	KALLA/GARY					
	10-923-000-0000-6820		25.00	refund deed fee	R#27699	Refunds & Reimbursements
	10-923-000-0000-6820		50.00	refund well cert fee	R#27699	Refunds & Reimbursements
	10-923-000-0000-6820		1,680.00	refund RE Assurance Fee	R#27700	Refunds & Reimbursements
13918	KALLA/GARY		1,755.00	3 Transactions		
4251	MACLC					
	10-923-000-0000-6240		500.00	2016 MACLC Dues		Dues
4251	MACLC		500.00	1 Transactions		
90805	Temco					
	10-923-000-0000-6590		792.58	fabricate truck hitch/tow bar	19578	Repair & Maintenance Supplies
90805	Temco		792.58	1 Transactions		
86235	The Office Shop Inc					
	10-923-000-0000-6405		514.97	copies on copier	283658-0	Office Supplies
	10-923-000-0000-6406		184.58	lamination cartridges	999234-0	Field Supplies
86235	The Office Shop Inc		699.55	2 Transactions		
6128	Tire Barn					
	10-923-000-0000-6590		71.35	LOF, rotate 303	33432	Repair & Maintenance Supplies
	10-923-000-0000-6590		39.54	LOF-395	33467	Repair & Maintenance Supplies
	10-923-000-0000-6590		43.35	LOF 317	33492	Repair & Maintenance Supplies
6128	Tire Barn		154.24	3 Transactions		
3518	Voyageur Press Of Mcgregor/The					
	10-923-000-0000-6230		35.00	1 yr subscription to the paper	32976	Printing, Publishing & Adv
3518	Voyageur Press Of Mcgregor/The		35.00	1 Transactions		
923	DEPT Total:		4,471.31	Forfeited Tax Sales	12 Vendors	18 Transactions

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Vendor		Name		Rpt		Warrant Description	Invoice #	Account/Formula Description
	No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name
926	DEPT					Law Library		
	8175	Centurylink						
		10-926-000-0000-6250			7.05	Local phone	313645966	Telephone
	8175	Centurylink			7.05	1 Transactions		
926	DEPT Total:				7.05	Law Library	1 Vendors	1 Transactions
10	Fund Total:				9,051.32	Trust		23 Transactions

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	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
924	DEPT				Forest Resource		
	10452	AT&T Mobility					
		11-924-000-0000-6250		118.31	cell phone charges	287257204209	Telephone
					12/18/2015	01/17/2016	
	10452	AT&T Mobility		118.31	1 Transactions		
	12927	Midwest Machinery Co.					
		11-924-000-0000-6590		150.73	re-cleaned carb	1205741	Repair & Maintenance Supplies
		11-924-000-0000-6590		352.15	cleaned carbs, air box boots	1207658	Repair & Maintenance Supplies
	12927	Midwest Machinery Co.		502.88	2 Transactions		
924	DEPT Total:			621.19	Forest Resource	2 Vendors	3 Transactions
925	DEPT				Reforestation		
	13725	Beartooth True Value					
		11-925-000-0000-6406	P	19.98	PAINT THINNER	B6066	Field Supplies
	13725	Beartooth True Value		19.98	1 Transactions		
	1701	Forestry Suppliers Inc					
		11-925-000-0000-6590		267.60	flagging for timber sales	836358-00	Repair & Maintenance Supplies
	1701	Forestry Suppliers Inc		267.60	1 Transactions		
	12500	Frontier Precision, Inc					
		11-925-000-0000-6590		21.60	namad hand strap	145210	Repair & Maintenance Supplies
	12500	Frontier Precision, Inc		21.60	1 Transactions		
	11407	Lightning Motor Sports					
		11-925-000-0000-6590		174.95	new battery and install-Polari	14008	Repair & Maintenance Supplies
	11407	Lightning Motor Sports		174.95	1 Transactions		
	12788	Timmer Implement of Aitkin					
		11-925-000-0000-6590		78.00	install yoke onto shaft	WA01294	Repair & Maintenance Supplies
	12788	Timmer Implement of Aitkin		78.00	1 Transactions		
925	DEPT Total:			562.13	Reforestation	5 Vendors	5 Transactions
11	Fund Total:			1,183.32	Forest Development		8 Transactions

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
521	DEPT		LLCC Administration		
85003	Aitkin County DAC				
	19-521-000-0000-6231	P	cleaning service	12/18/15	Services, Labor, Contracts
85003	Aitkin County DAC				
			1 Transactions		
8622	Frontier				
	19-521-000-0000-6250		Service & LD	2187684653	Telephone
8622	Frontier				
			1 Transactions		
13465	Sandstrom's				
	19-521-000-0000-6400		Canteen Candy	986265	Commissary Items
13465	Sandstrom's				
			1 Transactions		
4425	Shirts Plus				
	19-521-000-0000-6400		Water Bottles (144)	1/4/16	Commissary Items
	19-521-000-0000-6400		Sunglasses (300)	1/4/16	Commissary Items
	19-521-000-0000-6400		Bandanas (196)	1/4/16	Commissary Items
	19-521-000-0000-6400		Beanies (12)	1/4/16	Commissary Items
4425	Shirts Plus				
			4 Transactions		
521	DEPT Total:		LLCC Administration	4 Vendors	7 Transactions
522	DEPT		LLCC Education		
13475	Carlson/Wendie				
	19-522-000-0000-6416		arrow fletchings & glue	Fleet Farm	Education Supplies
			02/03/2016 02/03/2016		
13475	Carlson/Wendie			1 Transactions	
13916	Chaska Area Quilt Club				
	19-522-000-0000-6820		overcharged one quilter		Refunds & Reimbursements
	19-522-000-0000-6820		partial refund-very cold room		Refunds & Reimbursements
13916	Chaska Area Quilt Club			2 Transactions	
522	DEPT Total:		LLCC Education	2 Vendors	3 Transactions
523	DEPT		LLCC Food		
5662	McGregor Dairy,Inc				
	19-523-000-0000-6418		Groceries	24945	Groceries-Students

DKB1

2/8/16

8:41AM

19 Long Lake Conservation C

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



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Vendor	Name		Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5662	McGregor Dairy, Inc		181.20	1 Transactions		
4968	Upper Lakes Foods, Inc					
	19-523-000-0000-6420		243.68	96 Blue Mugs	643201-00	Food Service Supplies
	19-523-000-0000-6418		552.27	Groceries	645352-00	Groceries-Students
	19-523-000-0000-6418		496.21	Groceries	646199-00	Groceries-Students
	19-523-000-0000-6420		125.27	Supplies	646199-00	Food Service Supplies
4968	Upper Lakes Foods, Inc		1,417.43	4 Transactions		
523	DEPT Total:		1,598.63	LLCC Food	2 Vendors	5 Transactions
524	DEPT			LLCC Maintenance		
13475	Carlson/Wendie					
	19-524-000-0000-6422		140.95	water softener salt, ice melt	Costgo	Janitorial Services/Supplies
				02/13/2016 02/13/2016		
13475	Carlson/Wendie		140.95	1 Transactions		
88628	Dalco					
	19-524-000-0000-6422		161.65	5 cases toilet paper	2983873	Janitorial Services/Supplies
88628	Dalco		161.65	1 Transactions		
2340	Hyytinen Hardware Hank					
	19-524-000-0000-6422	P	1.99	maint supplies	1301600	Janitorial Services/Supplies
	19-524-000-0000-6422	P	1.98	keys	1305013	Janitorial Services/Supplies
	19-524-000-0000-6422	P	41.12	maint supplies	1305368	Janitorial Services/Supplies
2340	Hyytinen Hardware Hank		45.09	3 Transactions		
90805	Temco					
	19-524-000-0000-6590		358.73	fabricate grease trap for kitc	19545	Repair & Maintenance Supplies
90805	Temco		358.73	1 Transactions		
524	DEPT Total:		706.42	LLCC Maintenance	4 Vendors	6 Transactions
19	Fund Total:		5,394.00	Long Lake Conservation Center		21 Transactions

DKB1
2/8/16 8:41AM
21 Parks

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 36

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bnf #	On Behalf of Name
520	DEPT		Parks		
10452	AT&T Mobility				
	21-520-000-0000-6250		cell phone charges	287257204209	Telephone
			12/18/2015 01/17/2016		
10452	AT&T Mobility		1 Transactions		
13725	Beartooth True Value				
	21-520-000-0000-6590	P	ANCHOR SHACKLE	B5663	Repair & Maintenance Supplies
13725	Beartooth True Value		1 Transactions		
8175	Centurylink				
	21-520-000-0000-6250		Local phone	313645966	Telephone
8175	Centurylink		1 Transactions		
176	City Of Palisade				
	21-520-000-0000-6231	O	Berglund Park ranger service	2015	Services, Labor, Contracts
176	City Of Palisade		1 Transactions		
7525	Hometown Bldg Supply				
	21-520-000-0000-6590		deadbolts and door locks	76311	Repair & Maintenance Supplies
7525	Hometown Bldg Supply		1 Transactions		
2763	J & H Transfer Station-Lakes Sanitary				
	21-520-000-0000-6254		shop garbage service	101332	Utilities
2763	J & H Transfer Station-Lakes Sanitary		1 Transactions		
13073	Lakes Area Lock & Door Hardware Inc.				
	21-520-000-0000-6406		keys for Berglund park	87082	Field Supplies
13073	Lakes Area Lock & Door Hardware Inc.		1 Transactions		
12927	Midwest Machinery Co.				
	21-520-000-0000-6590		checked riding lawnmower over	1202843	Repair & Maintenance Supplies
	21-520-000-0000-6590		fixed rewind	1203009	Repair & Maintenance Supplies
	21-520-000-0000-6590		carb, hose	1203667	Repair & Maintenance Supplies
	21-520-000-0000-6590		fix fuel line	1208675	Repair & Maintenance Supplies
	21-520-000-0000-6590		battery for Arctic Cat	1208860	Repair & Maintenance Supplies
12927	Midwest Machinery Co.		5 Transactions		
3950	Public Utilities				

DKB1
2/8/16 8:41AM
21 Parks

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 37

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	21-520-000-0000-6254		LAND DEPARTMENT		Utilities
	21-520-000-0000-6254		MISSISSIPPI LANDING		Utilities
	21-520-000-0000-6254		MS ACCESS 2		Utilities
3950	Public Utilities			3 Transactions	
9261	RTVision, Inc.				
	21-520-000-0000-6231		park reserv.svc annual maint.	12236	Services, Labor, Contracts
			04/01/2016 04/01/2017		
9261	RTVision, Inc.			1 Transactions	
86235	The Office Shop Inc				
	21-520-000-0000-6406		lamination cartridges	999234-0	Field Supplies
	21-520-000-0000-6406		copy paper for brochures	999402-0	Field Supplies
86235	The Office Shop Inc			2 Transactions	
520	DEPT Total:		Parks	11 Vendors	18 Transactions
21	Fund Total:		Parks		18 Transactions
	Final Total:		213 Vendors	394 Transactions	

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	109,173.31	General Fund	
3	306,905.10	Road & Bridge	
4	14,878.67	Special Revenue(Unorg R&B,Fire	
5	444.22	Health & Human Services	
10	9,051.32	Trust	
11	1,183.32	Forest Development	
19	5,394.00	Long Lake Conservation Center	
21	4,789.08	Parks	
All Funds	451,819.02	Total	Approved by,
		
		



Board of County Commissioners Agenda Request

21

Agenda Item #

Requested Meeting Date: 2/9/2016

Title of Item: Approve sale of surplus vehicles

- ☐ REGULAR AGENDA
☒ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☒ Approve/Deny Motion
☐ Adopt Resolution (attach draft)

☐ Direction Requested

☐ Discussion Item

☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Land Commissioner

Department:

Land

Presenter (Name and Title):

Mark Jacobs

Estimated Time Needed:

n/a

Summary of Issue:

The following high mileage vehicles are being proposed for sale at an upcoming County sale.

Vehicle	VIN ID	Unit #
1998 CHEV 1 ton	1GCHK34JOWZ208241	460
2002 CHEV 1/2 ton 4x4	1GCEK14W32Z136626	608
2006 Ford F150 4x4	1FTRF14WX6NA81269	587
1998 Ford F 150 4x4	1FTZF18824WNA78244	883
2000 FORD F150 4x4	2FTZF1821YCA99448	27

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve the sale of Land Department surplus vehicles.

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☐ No

What is the total cost, with tax and shipping? \$

Is this budgeted?

☐ Yes

☐ No

Please Explain:



Board of County Commissioners Agenda Request

3A

Agenda Item #

Requested Meeting Date: 2/9/16

Title of Item: Emergency timber permit extension (weather related)



REGULAR AGENDA



CONSENT AGENDA



INFORMATION ONLY

Action Requested:



Approve/Deny Motion



Adopt Resolution (attach draft)



Direction Requested



Discussion Item



Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Land Commissioner

Department:

Land

Presenter (Name and Title):

Mark Jacobs

Estimated Time Needed:

15-minutes

Summary of Issue:

Due to the unseasonably warm winter many loggers are unable to access/harvest their winter access timber permits (lack of frost/frozen ground). We have received a number of inquiries regarding permit extensions.

After considering the logistics of how we would implement an extension program we are proposing the following...

A no fee, one-year extension for all timber permits, purchased at auction, that expire on or before 3/15/2017.

This would cover 2-years of winter access permits. It would apply to previously extended permits.

My thought was that a 1-winter extension would just double the pressure for next winter.

Separating summer and winter access permits is more hassle than it's worth, so summer access permits within that period will also be subject to the extension.

It appears that up to 80 permits could be impacted.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

In order to help loggers during this unseasonably warm winter, the Aitkin County Board of Commissioners approves a no fee, one-year extension for all timber permits, purchased at auction, that expire on or before 3/15/2017.

Financial Impact:

Is there a cost associated with this request?



Yes



No

What is the total cost, with tax and shipping? \$

Is this budgeted?



Yes



No

Please Explain:



Board of County Commissioners Agenda Request

4A

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: Proposed FBL Fee Schedule Amendment

- ☒ REGULAR AGENDA
☐ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☒ Approve/Deny Motion
☐ Adopt Resolution (attach draft)

- ☐ Direction Requested
☐ Discussion Item
☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Terry Neff, Environmental Services Director

Department:

Environmental Services

Presenter (Name and Title):

Terry Neff, Environmental Services Director

Estimated Time Needed:

10 Minutes

Summary of Issue:

In the past few years there have been a couple of Fish House Parks permitted along Mille Lacs Lake. These parks are set up identical to Recreational Camping Vehicle (RCV) Parks with shower houses, septic systems, water services and solid waste facilities. The time involved in the inspections is the same as for an RCV Park.

I am proposing we establish a site fee for each fish house site, which is how the license fee is determined for RCV parks. The present fee for a RCV site is \$6.75. I am proposing a Fish House site fee at \$3.50 for year 2017, \$5.00 for year 2018 and the same fee as the RCV site for 2019.

See attached memorandum for further explanation.

Alternatives, Options, Effects on Others/Comments:

Set no fee for these sites. These sites do take up inspection time and the resorts do rent these sites. The fee is minimal compared to the rental fee.

Recommended Action/Motion:

Recommend adopting the proposed fee for a fish house site and begin implementing the fee in year 2017.

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☒ No

What is the total cost, with tax and shipping? \$ N/A

Is this budgeted?

☐ Yes


☒ No

Please Explain:

Aitkin County Environmental Services Planning and Zoning
209 Second Street NW
Room 100
Aitkin, MN 56431
Phone: 218-927-7342
Fax: 218-927-4372



MEMORANDUM

DATE: January 12, 2016
TO: Aitkin County Board of Commissioners
FROM: Terry Neff, Environmental Services Director 
RE: Proposed FBL Fee Schedule Amendment

In the past few years there have been a couple of Fish House Parks permitted along Mille Lacs Lake. These parks are set up identical to Recreational Camping Vehicle (RCV) Parks with shower houses, septic systems, water services and solid waste facilities. The time involved in the inspections is the same as for an RCV Park.

At the Planning Commission meetings for the permitting of these parks, due to concerned citizen comments, we informed the Commission that we annually inspect the resorts and these facilities to ensure compliance with the lodging and recreational camping area ordinances. However, we have never had a fee for these parks as part of the resort license.

I am proposing we establish a site fee for each fish house site, which is how the license fee is determined for RCV parks (see enclosed FBL fee schedule). The present fee for a RCV site is \$6.75. I am proposing a Fish House site fee at \$3.50 for year 2017, \$5.00 for year 2018 and the same fee as the RCV site for 2019.

Resorts that will be impacted by this fee are Red Door Resort (approximately 182 sites), Barnacles Resort (approximately 256 sites), Castaways Resort (approximately 45 sites) and Agate Bay Resort (approximately 30 sites). Sites were determined based on maps and website advertisement. The resort would be asked to provide us with a number of sites for determining the license fee.

If you have any questions, please feel free to contact me at 218-927-7342 or by e-mail at tneff@co.aitkin.mn.us.

c:\ctybrd\ctybrd2016

2016 FEE SCHEDULE BASED ON MDH FORMAT (definitions on reverse side)

FOOD (if both food & alcoholic beverages are served then a separate fee is charged for each)

BASE FEE	180.00	
PLUS	28.50 Limited	
	171.50 Small Establishment	Example: One base fee is paid if you own a small restaurant & resort, but it must be located on the same property
	228.50 Medium	
	343.50 Large	
	57.00 For each "Satellite"	
	360.00 Schools - includes two annual inspections	

BEVERAGE

PLUS	58.00 Beer or wine served at the table
	150.00 Full bar service

MOBILE FOOD UNIT, PUSH CARTS, SEASONAL AND PERMANENT FOOD STANDS, ETC.

BASE FEE	180.00
PLUS	10.00 Per unit

TEMPORARY FOOD SERVICE (MAXIMUM 3 TIMES PER YEAR AND 21 DAYS AT A SITE)

BASE FEE	0.00	Note: all 3 events must be applied for at the same time
PLUS	35.00 Per 3 events	to receive the \$35.00 per 3 events rate.

LODGING AND RECREATION

BASE FEE	180.00
PLUS	11.50 Motel or Hotel per unit (a room is a unit)
	11.50 Resort or Lodge per unit (e.g. a cabin is a unit)
	11.50 Vacation Home, Cabin or Camper Cabin per unit
	6.75 Mobile Home Park/Recreational Camping Area per site
	0.00 Fish house campsite per site 2016
	3.50 Fish house campsite per site 2017
	5.00 Fish house campsite per site 2018
	6.75 Fish house campsite per site 2019

YOUTH CAMP

BASE FEE	180.00
PLUS	114.50 1 - 99 campers
	229.00 100 - 199 campers
	343.00 > 200 campers

POOLS AND SPAS

BASE FEE	180.00
PLUS	130.00 Each pool
	130.00 Each spa

DRINKING WATER	annual testing for those who are not a NCPW supply of > 25 people for 60 days or more
	40.00 includes sampling, testing and reporting of results



Board of County Commissioners Agenda Request

5A

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: LG220 Application for Exempt Permit - Up North Riders ATV Club Inc

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sally M. Huhta		Department: Auditor's
Presenter (Name and Title): Nathan Burkett		Estimated Time Needed:
Summary of Issue: BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – of the Up North Riders ATV Club Inc., at the following location – Fisherman's Bay, which has an address of 50933 State Highway 65, McGregor, MN 55760 – Workman Township. (Note: Date of activity for Raffle – October 15th, 2016)		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt the above resolution		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.



Board of County Commissioners Agenda Request

58

Agenda Item #

Requested Meeting Date: 2/9/16

Title of Item: Community Corrections

- ☒ REGULAR AGENDA
☐ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☐ Approve/Deny Motion
☐ Adopt Resolution (attach draft)

- ☒ Direction Requested
☐ Discussion Item
☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Nathan Burkett

Department:

Administration

Presenter (Name and Title):

Nathan Burkett, County Administrator

Estimated Time Needed:

20 min

Summary of Issue:

See attached memo

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Provide Direction to the County Administrator.

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☐ No

What is the total cost, with tax and shipping? \$

Is this budgeted? ☐ Yes ☐ No

Please Explain:

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
Nathan Burkett, Administrator
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: County Board

FROM: Nathan Burkett



CC: Liz DeRuyck

DATE: 2/4/16

RE: Community Corrections Options

As a result of the dissolution of CMCC, the County Board has directed staff to prepare as though we will continue as a Community Corrections Act (CCA) county, and to also be prepared to become a County Probation Office (CPO) county.

The purpose of this agenda item is to request direction and to recommend a change in course. The reason that this is necessary is that the Minnesota Department of Corrections (DOC) has requested that we inform them of Aitkin County's chosen delivery model for corrections by March 1, 2016 (statute would actually require April 1, 2016).

Because of DOC's request, we are not able to shift on the fly during or after the legislative session. If we choose to remain a CCA county, we must opt in now. Because the CCA statute still has the requirement for a minimum population of 30,000, we cannot opt in to CCA without a partner.

I recommend that we choose to stay as a CCA county. For this reason I recommend that we approach other existing CCA Joint Powers organizations and other counties to request their assistance.

1. Engage in a memorandum of understanding stating that they will agree to allow Aitkin County to join them in joint powers as of July 1, 2016 in the event we are not able to obtain a change in the legislation.
2. Agree in principle to strongly consider Aitkin County's preferred joint powers structure, whereby the relationship is primarily a "pass through" type of relationship which allows Aitkin County management, and the Aitkin County Board of Commissioners to govern the budget, policies and personnel of the Aitkin County probation staff.



Board of County Commissioners Agenda Request

5C

Agenda Item #

Requested Meeting Date: 2/9/16

Title of Item: Facilities Discussion

- ☒ REGULAR AGENDA
☐ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☐ Approve/Deny Motion
☐ Adopt Resolution (attach draft)

☒ Direction Requested

☐ Discussion Item

☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Nathan Burkett

Department:

Administration

Presenter (Name and Title):

Nathan Burkett, County Administrator

Estimated Time Needed:

20 min

Summary of Issue:

See attached memo

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Provide Direction to the County Administrator.

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☐ No

What is the total cost, with tax and shipping? \$

Is this budgeted?

☐ Yes

☐ No

Please Explain:

Facilities Committee Recommendations

1. Immediately - Implement immediate security measures

The Sheriff and/or County Administrator will present details and request approval from the County Board on these matters at the 2nd meeting in February 2016. In general, the requests will serve to increase overall security of the existing buildings in the near term; but will not provide for best practices in government facility security in the long term.

- a. Purchase portable scanning equipment (metal detection, etc...)
- b. Develop security staffing plan and corresponding budget
- c. Add security cameras in the courthouse buildings and around the courthouse block
- d. Establish a 2 way alert system through the telephone or other technology for use in emergencies

2. 1 to 3 months - Obtain conceptual facilities designs for long term security, safety, customer service and operational efficiency.

The facilities committee anticipates that concept development will be within the county administrator's budgeted purchasing authority (<\$10,000) and will give the Board a visual understanding of the options in scoping the project.

- a. To facilitate space for best practices of screening and access control to a public safety building holding courtrooms: New entrance concept to Historic Courthouse (public safety building)
 - i. Entryway in place of existing exterior stairs on north side of the historic courthouse
 - ii. Entryway expansion in center annex area (near elevator)
- b. To facilitate the separation of "general government" services from "public safety services" and to improve customer service and operational efficiency: New construction concept for "general government" building

3. 2 to 5 months - Explore financing and prepare the County's finances for credit rating.

It is anticipated that in order to complete any project which sufficiently enhances security in the Courthouse building, improves safety on County property, improves access and customer service and can facilitate improved organizational efficiency that the County will need to obtain bond financing.

To prepare, the County must adopt financial policies and procedures and demonstrate adherence to them, ensure we are following statutory processes to utilize bond financing and assess and financial impacts of a bond payment.



Board of County Commissioners Agenda Request

5D

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: Public Hearing - Riverwood Healthcare Center Project

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Hold Public Hearing*
Submitted by: Nathan Burkett		Department: Administration
Presenter (Name and Title): Richard (Tucker) Plumstead, National Healthcare Capital, and Nathan Burkett		Estimated Time Needed: 20 minutes
Summary of Issue: The focus will be on (1) Nate giving the Board his take on some of the research he did after the December discussion; (2) an explanation of the initial resolution and (3) an update on the progress of the broader plan of finance. Tom Mayfield National Healthcare Capital 612.317.4725 Please have the County Board consider the resolution after the public hearing on February 9, and provide me with a signed copy of the resolution and completed extract of minutes after it has been adopted. Carol M. Walczak Paralegal Fryberger, Buchanan, Smith & Frederick, P.A. 302 West Superior Street, Suite 700 Duluth, MN 55802 phone: 218-725-6814 fax: 218-625-9214 cwalczak@fryberger.com www.fryberger.com		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt or deny the attached resolution.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
Nathan Burkett, Administrator
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: County Board

FROM: Nathan Burkett



CC:

DATE: 2/4/2016

RE: Conduit Financing Request

I was asked by the County Board to research the conduit financing request of Riverwood Health.

The two primary questions I was asked to research were (1) what has been the experience of other counties in issuing conduit financing and (2) what are the potential risks to Aitkin County by serving in this capacity?

In response to the question about other Counties' experience; the consensus is that the effort of the county is very minimal. The bond issuance is a note in the financial statements in the year that they are issued, but there is no effort to issue the bonds, and no effort to maintain the bonds either.

As an aside, many cities will "shop" their bonding authority in years they are not going to use it, and will charge a fee to serve as a conduit.

In response to the risks to Aitkin County, I spoke at length with Paul Steinman, Vice President of Springsted, Inc., who has worked with Aitkin County as financial advisor in the past. The following is a summary of my findings:

- Aitkin County has the authority to issue up to \$10 million per year in tax exempt, bank qualified bonds, this authority may be used on behalf of non-profit organizations such as Riverwood
- In the event Aitkin County needs to issue more than \$10 million in bonds for any given purpose(s) there are methods to do so
- Bonds issued in this manner, by Riverwood, using Aitkin County's tax exempt bonding authority do not result in the reporting of a liability, do not appear on Aitkin County's tax statements, and are not considered by a bond rating agency as debt of Aitkin County
- Bonds issued in this manner cannot become the legal, financial responsibility of Aitkin County

Additionally, I discussed the process for issuing bonds by Aitkin County for our own public purpose. In the event Aitkin County chooses to pursue a project to be funded by bond financing, the ideal time frame to do so is promptly after the bid opening. This timing allows for assurances to bond bidders that we are not seeking financing greater than our actual need for the actual purpose.

Application for Approval of Industrial Development/Revenue Bond Project
Pursuant to Minn. Stat. 469.152 – 469.165

Page 1 of 3

Please submit two copies of this form but only one copy of supporting documents requested on page 2.

Name of Issuer (Municipality or Redevelopment agency): Aitkin County, Minnesota

Contracting Party Business Name: Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center

Business Industry and/or Products: hospital and health care services

Description of Project Financed by Bond Proceeds:

See Attachment A.

Location (address and city) of Project: 200 Bunker Hill Drive, 301 Minnesota Avenue South and 25 Fourth Street Southwest, all in Aitkin, Minnesota

Dates of Construction (if applicable): N/A

Date Project Funded by Bonds Expected to be Operational: N/A

New (not currently in Minnesota) Permanent Full-Time Jobs Created by Project: N/A

Expected Annual Wages of New Full-Time Jobs: N/A

Current Jobs at Location: _____

Amount of Issuance Authority Expected to be Requested from MMB: 0

Maturity Schedule and Interest Rates: _____

Bond Counsel: Mary Frances Skala of Fryberger, Buchanan, Smith & Frederick, P.A. Phone: (218) 725-6807

Application for Approval of Industrial Development/Revenue Bond Project

Pursuant to Minn. Stat. 469.152 – 469.165

Page 2 of 3

The following exhibits are furnished with this application and are incorporated herein by reference:

1. An opinion of bond counsel that the proposal constitutes a project under Minn. Stat. 469.153, Subd. 2.
2. A copy of the resolution by the governing body of the Issuer giving preliminary approval for the issuance of its revenue bonds and stating that the project, except for a project under Minn. Stat. 469.153, Subd. 2(g) or (j), furthers the purposes of Minn. Stat. 469.152 – 469.165.
3. A letter of intent to purchase the bond issue or a letter confirming the feasibility of the project from a financial standpoint.
4. A comprehensive statement by the municipality indicating how the project satisfies the purposes of Minn. Stat. 469.152 - 469.165.
5. A statement signed by a representative of the Issuer that the project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.
6. A statement signed by a representative of the Issuer that a public hearing was conducted pursuant to Minn. Stat. 469.154, Subd. 4. The statement shall include the date, time and place of the meeting and certify that a draft copy of this application with all attachments was available for public inspection and that all interested parties were afforded an opportunity to express their views.
7. A statement signed by the principal representative of the issuing authority to the effect that upon entering into the revenue agreement, the information required by Minn. Stat. 469.154, Subd. 5 will be submitted to the Department (not applicable to projects under Minn. Stat. 469.153, Subd. 2(g) or (j)).
8. The plan for encouraging the targeting of employment opportunities to economically disadvantaged or unemployed individuals. (See Minn. Stat. 469.154, Subd. 7.)
9. Affidavit(s) of publication or copies of notice(s) as published which indicate the date(s) of publication and the newspaper(s) in which the notice(s) were published.

Application for Approval of Industrial Development/Revenue Bond Project
Pursuant to Minn. Stat. 469.152 – 469.165

Page 3 of 3

We, the undersigned, are principal officer(s) or representative(s) of the Issuer
and solicit DEED's approval of this project.

Signature

217 Second Street NW, Room 134

Street Address

mark.wedel@co.aitkin.mn.us

E-Mail

J. Mark Wedel, Chair

Print Name and Title

Aitkin, MN 56431

City, State and Zip

February 9, 2016

Date

Signature

209 Second Street NW, Room 202

Street Address

kpeysar@co.aitkin.mn.us

E-Mail

Kirk Peysar, County Auditor

Print Name and Title

Aitkin, MN 56431

City, State and Zip

February 9, 2016

Date

DEED Approval

Authorized Signature

Approval Date

*(Approval shall not be deemed to be an approval on the feasibility of the project or the terms
of the revenue agreement to be executed or the bonds to be issued thereof.)*

Send two copies of form and one copy of supporting documents noted on page 2 to:

Minnesota Department of Employment and Economic Development
Bob Isaacson, Director, JOBZ & Business Finance
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101

Phone: 651-259-7458

E-mail: Bob.Isaacson@state.mn.us

Fax: 651-296-5287

ATTACHMENT A

The project consists of refinancing a portion of the cost of a project owned by Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). The obligations to be refinanced consist of (i) the City of Aitkin, Minnesota \$24,265,000 Health Care Facilities Refunding Revenue Bonds (Riverwood Healthcare Center Project), Series 2006 (the "2006 Bonds"), dated August 1, 2006, the payment of which the Borrower is obligated pursuant to a Loan Agreement dated August 1, 2006, between the City of Aitkin, Minnesota ("Aitkin") and the Borrower; and (ii) the Borrower's \$4,000,000 Senior Secured Rural America Bonds, Series 2011A and Series 2011B (the "2011 Bonds"), payment of which is a direct obligation of the Borrower.

The 2006 Bonds were issued to refinance debt, the proceeds of which were used to (a) construct and equip Borrower's new 24 bed hospital and 30 exam room clinic, with all necessary diagnostic, treatment, ancillary service and support service facilities and refinance debt incurred to acquire land, all located or to be located at 200 Bunker Hill Drive in Aitkin; (b) refinance revenue bond debt incurred to improve Borrower's former 36-bed hospital and 48-bed long-term care facilities and debt incurred to acquire a CT scanner, all located at 301 Minnesota Avenue South in Aitkin; and (c) refinance debt incurred to acquire Borrower's existing clinic building located at 25 Fourth Street Southwest in Aitkin.

The debt represented by the 2011 Bonds was incurred by the Borrower to construct and equip additional space and remodel and equip existing space of a multi-specialty medical clinic and hospital facility, located at 200 Bunker Hill Drive in Aitkin.

The following series of obligations will be issued by other issuers to accomplish a bank-qualified refinancing:

[list other Notes]



**FRYBERGER,
BUCHANAN,
SMITH
&
FREDERICK, P.A.**
www.fryberger.com

302 W SUPERIOR STREET, SUITE 700
DULUTH, MINNESOTA 55802

PHONE (218) 722-0861
FAX (218) 725-6800

_____, 2016

Commissioner
Minnesota Department of Employment and
Economic Development
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351

RE: Aitkin County, Minnesota
Health Care Facilities Refunding Revenue Note, Series 2016 (Riverwood Healthcare
Center Project)

We have reviewed a resolution adopted by the governing body of Aitkin County, Minnesota (the "Issuer"), on February 9, 2016, entitled "Resolution Giving Preliminary Approval to a Project Under Minnesota Statutes, Sections 469.152 through 469.165 and Referring the Proposal to the Minnesota Department of Employment and Economic Development for Approval" (the "Resolution"), relating to a proposal that the Issuer issue its revenue bonds or revenue note under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), to refinance a project (the "Project") on behalf of Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation (the "Borrower").

On the basis of our review of the Resolution and preliminary discussions with representatives of the Borrower as to the nature of the Project and the proposed financing thereof, it is presently our opinion that the Project constitutes a "project" within the meaning of Section 469.153, Subd. 2 of the Act, and that the Issuer is authorized, assuming further proceedings are taken in accordance with the provisions of the Act and any other applicable law, to issue its revenue note as proposed by the Resolution.

It is further our opinion, based on such review and preliminary discussions, that the revenue bonds or revenue note to be issued by the Issuer would constitute "qualified 501(c)(3) bonds" pursuant to Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"), which are not subject to the volume cap imposed by Section 146 of the Code. Therefore, an allocation will not be required under Minnesota Statutes, Chapter 474A.

Respectfully submitted,

M:\DOCS 09128 000007\OPN\1453932.DOCX

By Commissioner: xx

20160209-0xx

**RESOLUTION GIVING PRELIMINARY APPROVAL TO A PROJECT UNDER MINNESOTA
STATUTES, SECTIONS 469.152 THROUGH 469.165 AND REFERRING THE PROPOSAL TO
THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
FOR APPROVAL**

BE IT RESOLVED, by the governing body (the "Board of Commissioners") of Aitkin County, Minnesota (the "Issuer"), as follows:

Section 1. General Recitals.

- a. Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has advised the Issuer that the purpose of Minnesota Statutes, Sections 469.152 through 469.165 as amended, relating to municipal industrial development (the "Act"), as found and determined by the legislature, is to promote the welfare of the State of Minnesota (the "State") by the active promotion, attraction, encouragement and development of economically sound industry and commerce through governmental action to prevent, so far as possible, the emergence of blighted and marginal lands and areas of chronic unemployment.
- b. Factors necessitating the active promotion and development of economically sound industry and commerce are the increasing concentration of population in the metropolitan areas and the rapidly rising increase in the amount and cost of governmental services required to meet the needs of the increased population and the need for development of land uses which will provide access to employment opportunities for such population.

Section 2. Description of the Project.

- a. Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center (the "Borrower") located at 200 Bunker Hill Drive, Aitkin, Minnesota 56431, a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") has proposed issuance of revenue obligations, in one or more series, in an amount not to exceed \$10,000,000 (the "Note") to:
 - i. refinance a portion of the City of Aitkin, Minnesota \$24,265,000 Health Care Facilities Refunding Revenue Bonds (Riverwood Healthcare Center Project), Series 2006 (the "2006 Bonds"), dated August 1, 2006, the payment of which the Borrower is obligated pursuant to a Loan Agreement dated August 1, 2006, between the City of Aitkin, Minnesota ("Aitkin") and the Borrower; and
 - ii. refinance a portion of the Borrower's \$4,000,000 Senior Secured Rural America Bonds, Series 2011A and Series 2011B (the "2011 Bonds"), payment of which is a direct obligation of the Borrower; and
 - iii. finance a portion of the cost of issuing the Note.
- b. The 2006 Bonds were issued to refinance debt, the proceeds of which were used to (i) construct and equip Borrower's new 24 bed hospital and 30 exam room clinic, with all necessary diagnostic, treatment, ancillary service and support service facilities and refinance debt incurred to acquire land, all located or to be located at 200 Bunker Hill

Drive in Aitkin; (ii) refinance revenue bond debt incurred to improve Borrower's former 36-bed hospital and 48-bed long-term care facilities and debt incurred to acquire a CT scanner, all located at 301 Minnesota Avenue South in Aitkin; and (iii) refinance debt incurred to acquire Borrower's existing clinic building located at 25 Fourth Street Southwest in Aitkin (the "2006 Project").

- c. The 2011 Bonds were issued to finance the cost to construct and equip additional space and remodel and equip existing space of a multi-specialty medical clinic and hospital facility, located at 200 Bunker Hill Drive in Aitkin (the "2011 Project," and together with the 2006 Project, the "Project").
- d. The Project is located in the City of Aitkin, Minnesota and is owned and operated by the Borrower. The Issuer is within the service area of the Project.

Section 3. Recital of Representations Made by the Borrower.

- a. The Issuer has been advised by representatives of the Borrower that: (i) conventional financing to refinance the capital cost of the Project is available only on a limited basis and at such high costs of borrowing that the economic feasibility of operating the Project would be significantly reduced; (ii) on the basis of information submitted to the Borrower and their discussions with representatives of area financial institutions and potential buyers of tax-exempt bonds, the Note could be issued and sold upon favorable rates and terms to refinance a portion of the Project; and (iii) the refinancing of Project would not be undertaken but for the availability of financing under the Act.
- b. The Borrower has agreed to pay any and all costs incurred by the Issuer in connection with the issuance of the Note, whether or not such issuance is carried to completion.
- c. The Borrower represented to the Issuer that no public official of the Issuer has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.
- d. The Borrower anticipates that two or more of the following municipalities will also issue tax-exempt obligations for the purpose of refinancing the Project in its entirety: the City of Aitkin, Minnesota, the City of McGregor, Minnesota and the City of Garrison, Minnesota.

Section 4. Public Hearing.

- a. A Notice of Public Hearing was published in the Issuer's official newspaper, which is a newspaper of general circulation, calling a public hearing on the proposed issuance of the Note and the proposal to refinance, in part, the Project.
- b. The Issuer has, on February 9, 2016, held a public hearing on the issuance of the Note and the proposal to refinance, in part, the Project, at which all those appearing who desired to speak were heard and written comments were accepted.

Section 5. Findings. It is hereby found, determined and declared as follows:

- a. The welfare of the State and the Issuer requires the provision of necessary health care facilities so that adequate health care services are available to residents of the State and the Issuer at reasonable cost.
- b. The Issuer desires to facilitate the selective development of the community and help to provide the range of services and employment opportunities required by its residents

and the residents of the area. The Project will assist the Issuer in achieving those objectives; and enhance the image and reputation of the community.

- c. On the basis of information made available to this Board of Commissioners by the Borrower it appears, and this Board of Commissioners hereby finds, that: (1) the Project constitutes properties, real and personal, used or useful in connection with a revenue producing enterprise; (2) the Project would not be undertaken but for the availability of financing under the Act and the willingness of the Issuer to furnish such financing; and (3) the effect of the Project, if undertaken, will be to: (i) encourage the development of economically sound industry and commerce, (ii) help prevent chronic unemployment, (iii) provide the range of service and employment opportunities required by the residents of the area, (iv) help prevent the movement of talented and educated persons out of the State and to areas within the State where their services may not be as effectively used, and (v) provide adequate health care services to residents of the Issuer at a reasonable cost.

Section 6. Approval.

- a. The Issuer approves the Project and the issuance of the Note on a preliminary basis.
- b. The Chair or the County Administrator (the "Authorized Officers"), or their designee, are authorized and directed to work with Bond Counsel to facilitate submission of the proposal for refinancing the Project to the Department of Employment and Economic Development of the State ("DEED") requesting approval, and other officers, employees and agents of the Issuer are hereby authorized to provide DEED with such information as it may require.

Section 7. Limited Obligation. The Note, when and if issued, shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer. (There will, however, be a charge, lien or encumbrance on the Project, which is not an asset of the Issuer.) The Note, when and if issued, shall recite in substance that the Note and the interest thereon, are payable solely from revenues received from the Project and property pledged for payment thereof and shall not constitute a debt of the Issuer.

Section 8. Ratification. The actions of the County Administrator taken with respect to causing the Notice of Public Hearing, in the form attached hereto as Exhibit A, to be published in the official newspaper of the Issuer and a newspaper of general circulation in the Issuer not less than 14 days prior to the hearing are ratified and confirmed in all respects.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Nathan Burkett, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 9th day of February 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9th day of February 2016

Nathan Burkett
County Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING ON PROPOSED PROJECT AND THE ISSUANCE OF PRIVATE ACTIVITY BONDS TO FINANCE HEALTH CARE FACILITIES

AITKIN COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that the Board of Aitkin County, Minnesota (the "Issuer") will meet on February 9, 2016, at 10:00 a.m., or as soon thereafter as reasonably possible in the Commissioners Boardroom in the West Annex of the Aitkin County Courthouse located at 217 Second Street NW, Aitkin Minnesota, for the purpose of conducting a public hearing on the proposal that the Issuer issue its health care facilities refunding revenue obligations, in one or more series, under Minnesota Statutes, Sections 469.152 through 469.165, in order to refinance a portion of the cost of a project owned by Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). The obligations to be refinanced consist of (i) the City of Aitkin, Minnesota \$24,265,000 Health Care Facilities Refunding Revenue Bonds (Riverwood Healthcare Center Project), Series 2006 (the "2006 Bonds"), dated August 1, 2006, the payment of which the Borrower is obligated pursuant to a Loan Agreement dated August 1, 2006, between the City of Aitkin, Minnesota ("Aitkin") and the Borrower; and (ii) the Borrower's \$4,000,000 Senior Secured Rural America Bonds, Series 2011A and Series 2011B (the "2011 Bonds"), payment of which is a direct obligation of the Borrower.

The 2006 Bonds were issued to refinance debt, the proceeds of which were used to (a) construct and equip Borrower's new 24 bed hospital and 30 exam room clinic, with all necessary diagnostic, treatment, ancillary service and support service facilities and refinance debt incurred to acquire land, all located or to be located at 200 Bunker Hill Drive in Aitkin; (b) refinance revenue bond debt incurred to improve Borrower's former 36-bed hospital and 48-bed long-term care facilities and debt incurred to acquire a CT scanner, all located at 301 Minnesota Avenue South in Aitkin; and (c) refinance debt incurred to acquire Borrower's existing clinic building located at 25 Fourth Street Southwest in Aitkin (the "2006 Project").

The debt represented by the 2011 Bonds was incurred by the Borrower to construct and equip additional space and remodel and equip existing space of a multi-specialty medical clinic and hospital facility, located at 200 Bunker Hill Drive in Aitkin (the "2011 Project," and together with the 2001 Project, the "Project").

The estimated total amount of the proposed revenue obligations is not expected to exceed \$23,000,000.

The obligations and the interest thereon shall be limited obligations of the Issuer and shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, nor shall the Issuer be subject to any liability on them. No holder of the obligations shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the obligations or the interest thereon, nor to enforce payment of them against any property of the Issuer except those projects, or portions thereof, mortgaged or otherwise encumbered.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the project, together with all attachments and exhibits thereto, is available for public inspection at the office of the County Auditor at 209 Second Street NW, Aitkin, Minnesota 56431, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except legal holidays.

All persons interested may appear and be heard at the time and place set forth above or may submit written comments to the County Auditor in advance of the hearing.

**STATEMENT CONCERNING A PROPOSED PROJECT
UNDER MINNESOTA STATUTES, SECTIONS 469.152 THROUGH 469.165**

The undersigned, being the duly qualified and acting Chair of Aitkin County, Minnesota (the "Issuer"), certifies that the governing body of the Issuer has been provided by Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation (the "Borrower"), or its representatives, with certain information concerning a proposed Project under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"). On the basis of such information the Issuer, by resolution adopted February 9, 2016, has given preliminary approval to the proposed project and the financing thereof by the issuance of a revenue obligation or obligations of the Issuer. The following are factors considered by the governing body of the Issuer in determining to give preliminary approval to said project:

1. The project is described in Attachment A to the Minnesota Department of Employment and Economic Development, Application for Approval of Industrial Development/Revenue Bond Project Pursuant to Minn. Stat. 469.152 – 469.165, dated February 9, 2016, submitted for the project by the Issuer (the "Project"). The Borrower intends to finance the Project through the use of tax-exempt obligations issued by the Issuer pursuant to a Cooperation Agreement between the Issuer, the City of Garrison, Minnesota, the City of McGregor, Minnesota and the City of Aitkin, Minnesota.
2. Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel for the Project, is of the opinion that the Project constitutes a "project" within the meaning of Minnesota Statutes, Section 469.153, Subdivision 2.
3. Based on the representations of the Borrower, it is the opinion of the governing body of the Issuer that the Project, when completed, will provide necessary facilities so that adequate health care services are available to area residents at a reasonable cost.
4. The Borrower currently employs ___ people. No new jobs will be created by the Project. The governing body of the Issuer believes that the Project will help prevent chronic unemployment and the movement of talented and educated persons out of the state or to areas within the state where these services may not be as effectively used.
5. The Issuer will, upon entering into a revenue agreement, comply with the requirements of Minnesota Statutes, Section 469.154, Subd. 5.
6. Based on representations of the Borrower as to the nature of the Project, the Project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.

7. A public hearing was conducted on February 9, 2016, in the West Annex of the Aitkin County Courthouse, 217 Second Street NW, Aitkin, Minnesota, at 10:00 a.m. pursuant to Minnesota Statutes, Section 469.154, Subd. 4, to consider the proposal that the Issuer undertake and finance the Project. A draft copy of the "Application for Approval of Industrial Development/Revenue Bond Project Pursuant to Minn. Stat. 469.152 – 469.165" with all attachments was available for public inspection. All interested parties were afforded an opportunity to express their views.

Dated: February 9, 2016.

Chair

M:\DOCS\09128-000007-BON\1453936.DOCX

[National Healthcare Capital Stationery]

_____, 2016

Commissioner
Minnesota Department of Employment and
Economic Development
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802

At the request of Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation (the "Borrower"), we have undertaken a study of the financing required to facilitate the Borrower's refinancing a portion of the cost of a project owned by the Borrower. The obligations to be refinanced consist of (i) the City of Aitkin, Minnesota \$24,265,000 Health Care Facilities Refunding Revenue Bonds (Riverwood Healthcare Center Project), Series 2006, dated August 1, 2006, the payment of which the Borrower is obligated pursuant to a Loan Agreement dated August 1, 2006, between the City of Aitkin, Minnesota and the Borrower; and (ii) the Borrower's \$4,000,000 Senior Secured Rural America Bonds, Series 2011A and Series 2011B, payment of which is a direct obligation of the Borrower. This financing will be referred to as Aitkin County, Minnesota Health Care Facilities Refunding Revenue Note, Series 2016 (Riverwood Healthcare Center Project).

It is our opinion, on the basis of current financial information, that the revenue note or bonds of Aitkin County can be successfully issued and sold.

Sincerely,

[Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center Stationery]

_____, 2016

Chair and Board of Commissioners
Aitkin County
217 Second Street NW, Room 134
Aitkin, MN 56431

RE: Aitkin County, Minnesota
Health Care Facilities Refunding Revenue Note, Series 2016 (Riverwood Healthcare
Center Project)

Dear Chair and Board of Commissioners:

In accordance with Minnesota Statutes, Section 469.154, subdivision 7 (the "Act"), Aitkin Community Hospital, Inc., d/b/a Riverwood Healthcare Center, a Minnesota nonprofit corporation (the "Developer"), hereby agrees to make every effort to comply with the requirements of the Act for the purpose of providing employment to those individuals who are unemployed or who are economically disadvantaged and who otherwise qualify for employment with the Developer.

It is the intent of the Developer to target employment opportunities to qualified individuals who are unemployed or economically disadvantaged as defined in the Federal Job Training Partnership Act of 1982, Statutes at Large, Volume 96, page 1322.

It further is the intent of the Developer to provide such reports to the Commissioner of the Department of Employment and Economic Development of the State of Minnesota as may be required by the Act or other laws of the State of Minnesota.

AITKIN COMMUNITY HOSPITAL, INC.,
d/b/a Riverwood Healthcare Center

By _____



Aitkin County Board of Commissioners Agenda Request Form

6

Agenda Item #

Requested Meeting Date: February 9, 2016

Title of Item: Committee Reports

REGULAR AGENDA		Action Requested by: County Business	
Committee	Freq.	Schedule	Current Board Representatives
Association of MN Counties (AMC) Environment & Natural Resources Policy General Government Health & Human Services Indian Affairs Task Force Public Safety Committee Transportation Policy			Commissioner Brian Napstad Commissioner Anne Marcotte HHS Director Tom Burke HHS Director Tom Burke Commissioner Laurie Westerlund Commissioner Don Niemi
Aitkin Airport Commission	Monthly	1 st Thursday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3 rd Thursday	Wedel and Napstad
Aitkin County CARE Board			Westerlund
Aitkin County Water Planning Task Force	Bi-monthly	3 rd Wednesday	Wedel
Aitkin Economic Development Administration	As needed		Wedel
Arrowhead Counties Association	8 or 9x yearly	1x a month	Niemi and Marcotte
Arrowhead Economic Opportunity Agency	Quarterly		Westerlund
Arrowhead Regional Development Council	Monthly	3 rd Thursday	Niemi
ATV Committee	As needed		Napstad and Marcotte
Big Sandy Lake Management Plan	Monthly	2 nd Thursday	Napstad, Alt. Marcotte
Central MN Corrections	Monthly	3 rd Wednesday	Wedel, Westerlund
Development Achievement Center	Monthly	3 rd Thursday	Westerlund, Alt. Niemi
East Central Regional Library Board	Monthly	2 nd Monday	Niemi
Economic Development	Monthly	1 st Wednesday	Marcotte and Niemi
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Marcotte and Napstad
Extension	4x year	Monday	Wedel and Westerlund
Facilities/Technology	As needed		Wedel and Napstad
Forest Advisory	Every other month	3 rd Tues of even numbered mths	Marcotte and Napstad
H&HS Advisory (Liaison)	Monthly except July	1 st Wednesday	Westerlund and Marcotte
Historical Society (Liaison)	Monthly	4 th Wednesday	Wedel
HRA	Monthly	4 th Monday	Westerlund
Investment	As needed		All Commissioners
Joint Powers Natural Resource Board	Monthly	Last Monday	Napstad and Land Cmr Jacobs
Labor Management	Quarterly	Varies	Wedel, Alt. Westerlund
Lakes and Pines	Monthly	3 rd Monday	Niemi, Alt. Marcotte
Law Library	Quarterly	Set by Judge	Niemi
McGregor Airport Commission	Monthly	1 st Wednesday	Napstad
Mille Lacs Fisheries Input Group			Westerlund
Mille Lacs Watershed	Monthly	3 rd Monday	Niemi, Westerlund
Mississippi Headwaters Board	Monthly	3 rd Friday	Napstad
MN Rural Counties Caucus	8x year	Varies	Niemi, Alt. Marcotte
NE MN Office Job Training	As called		Napstad
Northeast MN ATP	2x year		Niemi and Engineer Welle
Northeast Waste Advisory Committee	Quarterly	2 nd Monday	Napstad, Alt. Westerlund
Northern Counties Land Use Coordinating Board	Monthly	1 st Thursday	Napstad, Alt. Marcotte
Ordinance	As needed		Napstad and Marcotte
Park Commission	Monthly	2 nd Monday	Westerlund
Personnel/Insurance	As needed		Marcotte and Wedel
Planning Commission	Monthly	3 rd Monday	Westerlund
Snake River Watershed	As needed		All Commissioners
Sobriety Court	Monthly	4 th Monday	Niemi
Solid Waste Advisory	Monthly	3 rd Tuesday	Wedel
Toward Zero Deaths	As needed		Napstad and Westerlund
Tri-County Community Health Services	Monthly	2 nd Wednesday	Wedel
	Quarterly & as needed	2 nd Thursday	Westerlund