

TODD COUNTY BOARD OF COMMISSIONERS

Regular Board Meeting Agenda

Date: July 6, 2010

Time: 9:00 AM

Meeting to be held in the County Board Room, Main Street Government Center, 347 Central Avenue,
Long Prairie, Minnesota.

Item #		Approx. Time
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:03
4	Potential Consent Items	9:05
4.1	Recognition of Employee Service	
4.2	Commissioner & Auditor Warrants	
4.3	Application for the HAVA Operating Grant	
4.4	Approve June 29, 2010 Minutes	
5	Todd County Recorders' Offices	9:10
5.1	Satellite Office Agreement	
6	Todd County Sheriffs' Office	9:15
6.1	Approve Migration of Public Safety Communication to Armer	
6.2	Consider Approval of Contract to seek Federal Appropriations	
7	Todd County Administrator	9:30
7.1	Funding for Perham Resource Recovery Management and Operations Plan Presentations - Administration and	
7.2	MIS	
8	Standing Reports	
8.1	Administrator's Report	
8.2	Commissioners' Report	
	Adjourn	

The County Board Meeting will begin promptly at the prescribed time. The County Board reserves the right to alter the order of the agenda items and the amount of time allowed for an item based on business needs.

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060001	

Title (for publication with the Agenda): Auditor Warrants for payment	
Date of Meeting: July 2, 2010	Total time requested: 1 minute
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Nate	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Auditor list has been sent to Administrator	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve June Auditor Warrants 214306 thru 214439 in the amount of \$624,913.03	
Financial Implications: \$624,913.03	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

AUDITOR LISTING	
VENDOR NAME	AMOUNT
AAA STRIPPING SERVICE CO	52,639.16
COMPUTER PROFESSIONALS	3,638.30
GESSELL AUTO SALES & SERVICE	9,631.75
J & J DIRT WORKS	4,097.00
MN DEPT OF FINANCE	6,408.00
PEMBERTON SORLIE RUFER & KER	4,402.50
TODD SOIL & WATER CONS DIST	5,385.70
AMERICAN HERITAGE BANK	28,486.17
GREAT RIVER REGIONAL LIBRARY	81,923.00
UNIV OF MN-EXT FISCAL & ACCT	24,621.75
M & M CONSTRUCTION	3,657.00
AL ADAMIETZ	8,790.00
AMERICAN HERITAGE BANK	34,685.99
CITY OF PERHAM	33,652.80
GESSELL AUTO SALES & SERVICE	10,111.00
MORRISON COUNTY	21,353.66
CURTIS STOECKEL	6,746.00
TODD COUNTY DAC	4,262.50
TODD TRAILS ASSOCIATION	12,602.72
WOLTERS BODY SHOP	2,673.97
WSB AND ASSOCIATES	27,995.09
KINETIC LEASING INC	18,897.00
RESOURCE TRAINING AND SOLUTION	147,880.50
STATEMA'S BACKHOE SERVICE LLC	5,000.00
ZAYO ENTERPRISE NETWORKS	3,203.80
HUGHES TECHNOLOGIES INC	4,904.40
MINNESOTA POWER	8,719.70
RAINBOW RIDER	4,000.00
WEST GROUP PAYMENT CENTER	3,094.73
SCOTT WONDERLICH	5,050.50
101 PAYMENTS LESS THAN \$2000	36,398.34
TOTAL	624,913.03

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060002	

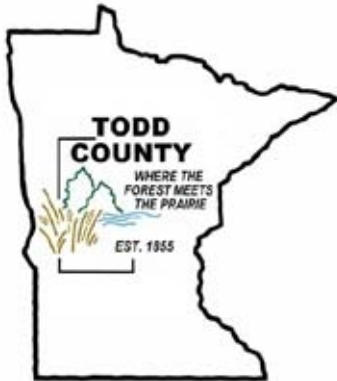
Title (for publication with the Agenda): Commissioner Warrants for payment	
Date of Meeting: July 2, 2010	Total time requested: 1 minute
Department Requesting Action: Aud-Treas	
Presenting Board Action/Discussion at Meeting: Nate	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Commissioner warrant list has been sent to Administrator	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve Commissioner warrants # 24922 thru 25091 in the amount of \$113,604.94	
Financial Implications: \$113,604.94	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures STATE OF MINNESOTA } COUNTY OF TODD } I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	Seal
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COMMISSIONER WARRANTS	
VENDOR NAME	AMOUNT
BARGEN INC	6,829.31
BEAR GRAPHICS INC	2,470.05
CARD SERVICES COBORNS	2,342.96
COUNTRYSIDE PLUMBING & HTG	2,069.44
FLEET SERVICES DIVISION	14,713.29
GENE-O'S FAMILY RESTAURANT	4,743.00
JOHNSTON FARGO CULVERT	11,621.59
LONG PRAIRIE OIL COMPANY	2,604.06
MN STATE SHERIFFS ASSOC	2,802.00
MORRISON CO PUBLIC HEALTH SERV	3,069.75
FRANCIS PHELAN CPA	2,585.00
SYNERGY GRAPHICS	7,740.65
WOLTERS BODY SHOP	5,241.29
157 PAYMENTS LESS THAN \$2000	44,772.55
TOTAL	113,604.94

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060007	

Title (for publication with the Agenda): Approve minutes from June 29, 2010	
Date of Meeting: July 6, 2010	Total time requested: 1 minute
Department Requesting Action: Administration	
Presenting Board Action/Discussion at Meeting: Administrator	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: Approve June 29, 2010 with/without changes.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures
County Board Chairman:
_____ David Kircher
Clerk to the Board:
_____ Nathan Burkett, County Administrator

Seal

TODD COUNTY BOARD OF COMMISSIONERS

*Minutes of the Meeting of the Todd County Board of Commissioners held on
June 29, 2010*

Call to Order

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 29th day of June, 2010 at 7:30 p.m. The Meeting was called to order by Chairperson Kircher with all members present except for Commissioner Kneisl. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Ruda and second by Blessing, the following motion was introduced and adopted by unanimous vote to approve the agenda as read.

Routine Business

On a motion by Neumann and second by Ruda, the following resolution was introduced and adopted by unanimous vote:

RESOLUTION FOR GAMBLING PERMIT FOR THE BIG LAKE SPORTSMAN'S CLUB AT DOUBLE EAGLE GOLF & GRILLE

WHEREAS, the Todd County Board of Commissioners are in agreement to approve a Gambling Permit for the Big Lake Sportsman's Club through this resolution.

NOW, THEREFORE BE IT RESOLVED, to approve a Gambling Permit for the Big Lake Sportsman's Club, for a raffle on July 10, 2010, at the Double Eagle Bar & Grill located at 31886 Co. Rd 3, Eagle Bend, MN.

Todd County Public Health

On a motion by Blessing and second by Neumann, the following resolution was introduced and adopted by unanimous vote:

RESOLUTION TO ENACT THE TODD COUNTY UNIFIED ENVIRONMENTAL HEALTH ORDINANCE

WHEREAS, The Todd County Board of Commissioners had by Resolution dated March 16, 2010, directed the Public Health office to prepare work needed to meet requirements of the new delegated agreements with the MN Department of Health for the county's Licensed Establishment Program, and Non-Community Public Water Program, and;

WHEREAS, There has been a 30 day public comment period, and appropriate public notice posted regarding the proposed ordinance revisions, and there has been no comments made by the public, and;

WHEREAS, The Public Health Director and contracted Sanitarians have reviewed the existing Todd County Unified Environmental Health Ordinance and have identified necessary amendments to meet the new delegation agreement requirements, and the County Attorney has reviewed the proposed ordinance, and;

WHEREAS, The Todd County Board of Commissioners had by Resolution dated June 15, 2010 approved the first reading of the Todd County Unified Environmental Health Ordinance.

NOW, THEREFORE BE IT RESOLVED, the Todd County Board of Commissioners enact the Todd County Unified Environmental Health Ordinance, June 29, 2010.

TODD COUNTY BOARD OF COMMISSIONERS

County Ditch 4 Repair Hearing

Kircher recessed the regular board meeting to open the Ditch Repair Hearing.

The Todd County Board of Commissioners Meeting was reconvened.

Todd County Administrator

On motion by Blessing and second by Ruda, the following motion was introduced and adopted by unanimous vote: To approve a permanent adjustment of the Transfer Station Supervisor position due to the additional responsibilities assigned for the position held by incumbent Lenny Doroff.

Todd County Administrator's Report

Report was given on Todd County response to the disaster in Wadena County.

Todd County Commissioners' Report

Blessing also commented on the compliments he was given while in Wadena from other constituents how thankful they were for all the help from Todd County.

Adjourn

There being no further business to come before this board, Chairman Kircher adjourned the meeting to July 6, 2010 at 9:00 a.m. in the Commissioner's Board Room.

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060005	

Title (for publication with the Agenda): HAVA Operating Grant	
Date of Meeting: July 2, 2010	Total time requested: 2 minutes
Department Requesting Action: Auditor-Treasurer	
Presenting Board Action/Discussion at Meeting: Karen Busch	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion: To approve the resolution authorizing application for the HAVA Operating Grant.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures
County Board Chairman: _____
David Kircher
Clerk to the Board: _____
Nathan Burkett, County Administrator

Seal

TODD COUNTY BOARD OF COMMISSIONERS

Approval to apply for HAVA Operating Grant

WHEREAS, the State of Minnesota, Office of the Secretary of State is currently soliciting applications from counties for grant money to defray operating costs of the assistive voting equipment and vote-counting equipment in each polling place for the 2010 election year; and

WHEREAS, each county may apply and receive up to \$300 per polling place.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Commissioners here by authorize the County Auditor-Treasurer to submit application for the HAVA Operating Grant and carry out the conditions of the agreement.

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other (Agreement)
Board Action Tracking Number (Admin use): 201007060004	

Title (for publication with the Agenda): Secretary of State/Todd County Satellite Office 2010-2011 Agreement	
Date of Meeting: July 6 2010	Total time requested: 10 minutes
Department Requesting Action: Recorder	
Presenting Board Action/Discussion at Meeting: Cheryl Perish, Todd County Recorder	
Background <input type="checkbox"/> Supporting Documentation enclosed	
If Todd County wishes to remain a UCC Satellite Office for the Secretary of State a yearly agreement must be signed. Cost to the county is very minimal (staff, ink, paper etc.) but this service does generate between \$10,000-\$15,000 in revenue for a year.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

**STATE OF MINNESOTA
SATELLITE OFFICE AGREEMENT**

This agreement is between the State of Minnesota, acting through the Office of the Secretary of State and July 1, 2010 County, on behalf of the County Recorder, as a Governmental Unit ("County").

Recitals

Under Minn. Stat. § 336.9-527 to 336.9-530, the State is empowered to designate satellite offices as deemed necessary. Satellite offices provide Uniform Commercial Code filing and retrieval services on a local level for the convenience of customers requesting such transactions.

Agreement

1 Definitions.

- 1.1 Data. In this agreement, 'data' means the database entry, the images and all other information contained in or connected with any particular initial financing statement, as well as any subsequent filings associated with that initial financing statement.
- 1.2 Satellite Office. In this agreement, 'satellite office' means the office operated pursuant to Minnesota Statutes, sections 336.9-527 to 336.9-530. This office accepts financing statement filings and fulfills information requests for information on filings in the central filing system.
- 1.3 Central Filing System. In this agreement, 'central filing system' means the system maintained by the office of the secretary of state which connects the satellite offices and the office of the secretary of state and which contains all Uniform Commercial Code information in Minnesota.
- 1.4 Remote Interface. In this agreement, 'remote interface' means the medium used by a customer to submit a transaction to the central filing system without being physically present at or sending a physical document through the mail to a satellite office or the Office of the Secretary of State.

2 Term of Agreement

- 2.1 Effective date: the date this agreement has been approved and executed by the County Board, the County Recorder, the Office of the Secretary of State, and other County and State officials as required by law.
- 2.2 Expiration date: Indefinite period unless terminated or cancelled pursuant to paragraph 14.

3 Agreement between the Parties

- 3.1 Duties of Parties
 - 3.1.1 County, acting through the County Recorder, has the following duties under this agreement:

- 3.1.1.1 To carry out the filing and information request functions as defined by the Uniform Commercial Code, Revised Article 9, Minnesota Statutes, Chapter 336, and Minnesota Rules, Chapter 8280, with respect to transactions that are received by mail or in person at the office of the County or, if the County has agreed to accept information requests submitted to the central system, an information request a customer has designated for fulfillment at the County.
 - 3.1.1.2 To carry out all of those functions within the two business day limit imposed by Minnesota Statutes, chapter 336.
 - 3.1.1.3 To implement all Uniform Commercial Code transactions covered by this agreement pursuant to Minnesota Statutes, chapter 336 and Minnesota Rules, Chapter 8280.
 - 3.1.1.4 To update their County Recorder's User Profile to add or delete users and assign authorities to them. To maintain an up-to-date User Profile that provides customers with contact information such as county recorder address, phone and e-mail. To establish in their User Profile that they either agree to or decline to accept on-line search requests received by the secretary of state when the customers requests a specific county complete the order and to process those orders if they have agreed to provide this service.
- 3.1.2 The office of the Secretary of State of Minnesota has the following duties under this agreement:
- 3.1.2.1 To oversee, operate and control the central filing system;
 - 3.1.2.2 To deliver and maintain the telecommunications and computing operations of the central filing system so that these operations are available to all participants in the central filing systems in accordance with the operating procedures of the Office of the Secretary of State.
 - 3.1.2.3 To respond to communications by citizens and users of the central filing system regarding customer service provided by satellite offices and to take appropriate steps when necessary under paragraph 14.

3.2 Time Requirements, Performance and Technical Standards

- 3.3.1 County is responsible for meeting the time requirements for filing and information request transactions set forth in Minnesota Statutes, sections 336.9-519(h) and 336.9-523(e).
- 3.3.2 County shall follow all of the standards and rules set forth in Minnesota Rules, Chapter 8280, both as currently promulgated and as established in the future.

4 Consideration

The consideration for this agreement is as follows:

- 4.1 On the part of the County, the right to operate a satellite office and retain the fees derived therefrom.
- 4.2 On the part of the Office of the Secretary of State, the operation by the County of the satellite office and the accurate completion of transactions within the central filing system pursuant to the standards set forth in Minnesota Statutes, chapter 336.9 and Minnesota Rules, chapter 8280 as currently promulgated and as established in the future.

5 Payment

5.1 Revenues

- 5.1.1 The Office of the Secretary of State shall collect, on behalf of the state, the applicable fees for Uniform Commercial Code transactions that are completed by the staff of the Office of the Secretary of State. The Office of the Secretary of State shall collect, on behalf of the state, the applicable fees for Uniform Commercial Code transactions that are completed by customers using remote interfaces with the central filing system.
- 5.1.2 County shall collect and retain the applicable fees for Uniform Commercial Code transaction that are completed or fulfilled by the staff of the County, including, if the County has agreed to accept information requests submitted to the central system, transactions designated by customer for completion by that county.
- 5.1.3 The County is responsible for collecting any fees associated the completion of an information request submitted through the central system.

5.2 Costs.

- 5.2.1 The office of the Secretary of State shall bear the costs of operations of the Central Filing System, the Statewide Search System, and its own staff and related costs for the above, except as specifically excepted in this paragraph.
- 5.2.2 County shall bear the costs of their own staff, supplies and equipment.

6 Authorized Representatives and Notices

Notices sent pursuant to the terms of this agreement are to be sent, and are effective only if sent, as follows:

- 6.1 Notices to the Office of the Secretary of State of Minnesota must be sent by certified United States Postal Service Mail to Secretary of State, Attention UCC Satellite Office Coordinator, 60 Empire Drive #100, St Paul MN 55103 or e-mail address ucc.dept@state.mn.us.

- 6.2 Notices to the County must be sent by certified United States Postal Service Mail or e-mail to the County Recorder of the County.

7 Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.2 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 7.3 Agreement Complete. This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

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

10 Staff and Customer Training

- 10.1 The Office of the Secretary of State will make training materials available on-line to representatives of the County. The Office of the Secretary of State will also provide access to training materials to customers of the Office of the Secretary of State who so request.
- 10.2 County will provide training for other staff of the County. County will also provide training materials to customers of their office who so request.

11 Government Data Practices

- 11.1 The County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

- 11.2 The data stored in the Central Filing System is public data in all respects unless otherwise designated by the Minnesota Data Practices Act, Minnesota Statutes, chapter 13 or Minnesota Statutes, section 336.9-531.
- 11.3 County and the State shall be bound by, and comply with, the Minnesota Data Practices Act as it applies to all data provided by the County Recorder and the State in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

12 Ownership and Administration of Data

- 12.1 The data collected in the course of the operation of the Central Filing System is the property of the State of Minnesota.
- 12.2 The State of Minnesota retains all ownership rights, including property rights, copyrights, patents, trade secrets, trademarks and service marks in any software developed for use in the Central Filing System.

13 Venue

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

14 Termination

14.1 CANCELLATION AND TERMINATION OF AGREEMENT

14.1.1 Each of the parties to this agreement may cancel this agreement for any reason by 60 days notice to the other parties to the agreement. Notice and a statement of the reason(s) for the cancellation shall be sent to the authorized representatives as set forth in Paragraph 6 of this agreement.

14.1.2 The Office of the Secretary of State may terminate this agreement pursuant to Paragraph 14.2.7 of this agreement as a result of a determination pursuant to Paragraph 14.2.6 that customer service has been severely impaired.

14.1.3. The result of termination is that County must end service as a satellite office on the last day of the month following the mailing of notice of termination to the County.

14.2 APPLICATION OF MINNESOTA STATUTES AND RULES; DISPUTE RESOLUTION

14.2.1 The secretary of state shall use the following procedure to determine pursuant to Minnesota Statutes, section 336.9-530, subdivision 2, whether customer service has been severely impaired. However, at any point the secretary of state and the County may attempt to resolve the dispute by mutual agreement.

- 14.2.2 The secretary of state may initiate a proceeding to terminate this Agreement because customer service has been severely impaired by notifying the chief executive of the satellite office in writing by certified mail of an intent to terminate, and describing the allegations upon which the intent to terminate is based.
- 14.2.3 Within 14 calendar days of the issuance of the Notice to terminate, the County shall provide a written response by certified mail addressing the allegations and describing the nature of the transactions in question and any and all facts relevant to the allegations.
- 14.2.4 If the secretary of state finds the response sufficient on its face to establish that customer service has not been severely impaired, the secretary of state shall, within seven calendar days of receipt of the response from the County, cancel the proceeding to terminate the satellite office status of the County.
- 14.2.5 If the secretary of state does not find the response sufficient on its face to establish that customer service has not been severely impaired, the secretary of state shall, within seven calendar days of receipt of the response from the County, schedule a meeting with the chief executive of the County to be held within ten calendar days after scheduling to discuss the allegations upon which the intent to terminate is based. A mediator from the Bureau of Mediation Services shall mediate the dispute at the expense of the County.
- 14.2.6 If the secretary of state or her designated representative finds by a preponderance of the evidence that customer service has been severely impaired, the secretary of state or her designated representative must issue a finding terminating the Agreement with the County.
- 14.2.7 The satellite office status of the local county-based government office terminates at the end of the calendar month after the month in which the finding of severe impairment was issued.
- 14.2.8 The secretary of state or her designated representative may choose to authorize another local county-based government office to operate a satellite office.

15. Execution of Agreement by Secretary of State Constitutes Cancellation of Prior Version of Agreement Under Paragraph 14.1.

- 15.1 Execution by the Secretary of State of this new agreement constitutes cancellation of the prior agreements between the parties pursuant to the terms of paragraph 14.1 of the Agreement, without further documentation.

1. David Kircher
TODD COUNTY BOARD CHAIR

Date _____

4. OFFICE OF THE SECRETARY OF
STATE

Date _____

2. Nathan Burkett
TODD COUNTY ADMINISTRATOR

Date _____

5. COMMISSIONER OF
ADMINISTRATION
delegated to Materials Management Division

Date _____

3. Cheryl Perish
TODD COUNTY RECORDER APPROVAL

Date _____

6. ATTORNEY GENERAL
As to form and execution

Date _____

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

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060006	

Title (for publication with the Agenda): Approve Migration of Public Safety Communication to Armer	
Date of Meeting: July 6, 2010	Total time requested: 5 minutes
Department Requesting Action: Sheriff	
Presenting Board Action/Discussion at Meeting: Sheriff	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve migration of public safety communication to armer. Do not approve migration of public safety communication to armer.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures
County Board Chairman:
_____ David Kircher
Clerk to the Board:
_____ Nathan Burkett, County Administrator

Seal

TODD COUNTY BOARD OF COMMISSIONERS

Resolution Approving Migration of Public Safety Communication to Armer

WHEREAS, at the direction of the County Board and supervised by the Todd County Sheriff, a plan for the participation (hereinafter Participation Plan) of all public safety agencies located or operating in Todd County in the statewide public safety communications system known as Allied Radio Matrix for Emergency Response (hereinafter ARMER) has been completed by SEH, Inc., and;

WHEREAS, the Participation Plan for the migration of all public safety agencies located or operating in Todd County to ARMER has been approved by the Central Minnesota Regional Radio Board (CMRRB), of which Todd County is a participating member, and;

WHEREAS, Participation Plan for the migration of all public safety agencies located or operating in Todd County to ARMER has been approved by the Statewide Radio Board, and;

WHEREAS, Todd County has completed all Agreements for participation in ARMER with MnDOT, the Central Minnesota Regional Radio Board and the Statewide Radio Board.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby accepts and approves the Participation Plan for the migration of all public safety agencies located or operating in Todd County to ARMER, and;

BE IT FURTHER RESOLVED, that the Todd County Sheriff (hereinafter "Sheriff) is authorized and instructed to implement the Todd County ARMER Participation Plan to complete the migration to ARMER for all county and local governments and public safety agencies located and operating within the County, and;

BE IT FURTHER RESOLVED, the Participation Plan providing the basis of this action shall be submitted to the Central Minnesota Regional Radio Board (CMRRB) with a recommendation that the Todd County Participation Plan be incorporated into the CMRRB regional public safety communication plan.

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060008	

Title (for publication with the Agenda): Consider Contract to Seek Federal Appropriations	
Date of Meeting: July 2, 2010	Total time requested: 5 Minutes
Department Requesting Action: Sheriff	
Presenting Board Action/Discussion at Meeting: Sheriff/Administration	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Todd County has been approached by a consultant at the request of a MN House of Representatives Member. Todd County has been offered a contract at a discount to pursue federal appropriations for public safety equipment.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
1. Approve 2. Table 3. Do not approve	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval for the Todd County Sheriff to engage in a consultant agreement with Jayne Jones for up to \$17,000 for the purposes of seeking federal public safety appropriations funding.	
Financial Implications: \$20000	Comments
Funding Source: Levy	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	

CONSULTANT AGREEMENT

This CONSULTING AGREEMENT (“Agreement”) is made and entered into as of June 1, 2010, by and between **Todd County Sheriff’s Office** (“TCS”), and **JAYNE J. JONES** of Minnesota (“Consultant”).

RECITALS

WHEREAS, Consultant is in the business of providing expertise in securing federal appropriations for nonprofit organizations; and

WHEREAS, TCS and Consultant desire to enter into an agreement pursuant to which Consultant will provide expertise and services to seal federal appropriations on a per project basis; and

WHEREAS, in consideration of the payments to be made by TCS as set forth herein, Consultant and TCS agree to provide and accept services in accordance with the terms set forth below.

NOW THEREFORE, in consideration of the following, the mutual agreements and undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Consultant Duties

- 1.1 **Statement of Work.** As TCS and Consultant agree upon the nature and time schedule of a project, they shall complete a Statement of Work.
- 1.2 **Provision of Services by Consultant.** Services under this Agreement shall be provided exclusively by Consultant.
- 1.3 **Warranty.** Consultant warrants that its services will be performed in a professional and workpersonlike manner and that none of such services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others.
- 1.4 **Compliance.** Consultant shall comply with all applicable TCS policies and procedures, which may be amended from time to time, and include, but are not limited to, its Corporate Compliance requirements and ethics standards, policies related to proprietary or confidential information, standards applicable to billing for services rendered, and standards related to maintenance of client and business records. In performance of its duties under this Agreement, Consultant will comply at all times with all applicable laws, regulations, codes and standards.

TCS Duties

2.1 Payment. As full compensation for the performance of all services under this Agreement, TCS shall pay to Consultant the rate and other charges, if any, set forth in the Statement of Work.

2.2 Billing. Consultant shall submit 12 separate invoices to TCS for services performed under the Statement of Work. Each invoice shall identify the work completed and a detailed breakdown on any other charges, if any, and a status update on each project's deliverables. Such invoices shall be payable within twenty (20) days of receipt by TCS. All work performed whether during regular time, overtime, or weekends shall be billed to TCS at the project rate specified in the corresponding Statement of Work.

2.3 Interest. TCS shall pay Consultant interest on invoices that are unpaid forty (40) days after receipt by TCS at the rate of 1.5% per month.

Protection and Confidentiality of Data

3.1 Limitation and Use and Disclosure. Consultant hereby agrees that it shall be prohibited from using or disclosing the information provided or made available by TCS for any purpose other than as expressly permitted or required by this Agreement or as required by law.

3.2 Performance. The parties hereby agree that Consultant shall be permitted to use information provided or made available by TCS for Consultant's performance measurement and improvement services. Consultant will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement.

3.3 Reporting. Consultant hereby agrees that it shall report to TCS within two (2) days of discovery any use or disclosure of information not provided for or allowed by this Agreement.

Limits of Liability

4.1 Maximum Liability. Consultant's maximum liability to TCS arising for any reason relating to Consultant's performance of services under the Statement of Work shall be limited to the amount of fees paid to Consultant for the performance of such services.

Termination

5.1 Termination. Either party may terminate this Agreement, with or without cause, after the initial term. Additionally, TCS may, in its sole discretion, terminate this Agreement at any time if: Consultant breaches a material term and fails to commence curing such breach to the reasonable satisfaction of TCS within ten (10) business days of receiving written notice of claimed breach or Consultant fails to perform its obligation under this

Agreement to TCS's satisfaction and such failure continues for a period of fifteen (15) business days after written notice of such breach to Consultant; TCS for its convenience, wishes to terminate the Agreement upon ninety (90) days advance written notice to Consultant; or termination is otherwise allowed under this Agreement. Upon termination, Consultant shall immediately deliver to TCS; all work product and all documents or items containing, in whole or part, confidential information.

Miscellaneous

6.1 Notices. Any notice, demand, request or other communication under this Agreement shall be in writing and shall be deemed to have been given on the date of service if personally served, or by overnight express, or on the fifth day after mailing if mailed by registered or certified mail, return receipt requested, addressed as follows:

To TCS: Pete Mikkelson
 Sheriff
 Todd County Sheriff's Office
 221 1st Avenue South
 Long Prairie, MN 56347

To Consultant : Jayne J. Jones
 Consultant
 370 Marshall Avenue #410
 St. Paul, MN 55102

6.2 Amendment or Modification. This Agreement may not be changed except by written amendment signed by authorized representatives of both parties.

6.3 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota.

6.4 Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between TCS and Consultant with respect to the terms thereof, and all prior written and oral agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement, effective as of the date first written above.

TODD COUNTY SHERIFF'S OFFICE

JAYNE J. JONES

BY: _____

BY: _____

Name: Pete Mikkelson
Title: Sheriff
Date:

Name: Jayne J. Jones
Title: Consultant
Date:

AGREEMENT is four pages.

**STATEMENT OF WORK
FOR CONSULTING CONTRACT BETWEEN
TODD COUNTY SHERIFF'S OFFICE
AND
JAYNE J. JONES**

This Statement of Work is effective June 1, 2010 through May 31, 2011:

Todd County Sheriff's Office
221 1st Avenue S
Long Prairie, MN 56347

Jayne J. Jones
370 Marshall Avenue, #410
St. Paul, MN 55102

("TCS")

("Consultant")

Background:

TCS and Consultant have entered into the CONSULTING AGREEMENT effective as of June 1, 2010 ("Agreement"), which provides the general terms and conditions governing the agreement between TCS and Consultant for the provision of decision support and process improvement services by Consultant.

The Agreement contemplates that the scope of this project, which will be of fixed duration and limited scope, shall be set forth in a Statement of Work.

This Statement of Work sets forth the nature of appropriation requests/projects that is the subject of this Statement of Work, the scope of the services to be provided by Consultant for this project, and certain other terms and conditions specific to the services to be provided for this project.

Appropriation Estimates and Strategy

Upon first review, Consultant believes that TCS shall research, prepare, draft and submit five federal appropriation requests for funding in FY12.

These requests should be based on the following dynamics:

Request One:

Appropriation Bill—Commerce, Justice, Science (CJS)
Delegation Member(s): Target Franken
Amount: Approximately \$425,000 request

Request Two:

Appropriation Bill—Commerce, Justice, Science (CJS)

Delegation Member(s): Target Klobuchar
Amount: Approximately \$350,000 request

Request Three:

Appropriation Bill—Commerce, Justice, Science, Labor, Health and Education
Delegation Member(s): Target Peterson
Amount: Approximately \$250,000 - 850,000 request

Request Four:

Appropriation Bill—Commerce, Justice, Science (CJS), Homeland Security
Delegation Member(s): Target Klobuchar
Amount: Approximately \$450,000 request

Request Five:

Appropriation Bill—Labor, Health and Education (Labor HHS) or TBD
Delegation Member(s): Target Franken
Amount: Approximately \$350,000 request

Project/Deliverables/Milestones:

Stage One: Research and Exploration (June 1, 2010 to December 31, 2010)

- Extensive research regarding TCS and prioritize needs;
- Identify needs for federal appropriations and possible funding accounts;
- Research and identify funding sources for federal appropriation;
- Research similar approved appropriation requests for similar need, organization, and congressional member;
- Build relationship with congressional delegation for TCS;
- Determine best strategy for securing appropriation requests based on needs and on-going congressional interests;
- Craft “marketing” appropriation piece for each request;
- Draft “white paper” appropriation piece for each request;
- Prepare complete appropriation presentation for each congressional office and prepare TCS for appropriation submission;

- Finalize all appropriation requests and detailed review of each request by TCS.

Stage Two: Submission and Monitoring (January 1, 2011 to May 31, 2011)

- Consultant will have frequent communication with congressional offices regarding upcoming appropriation requests and process for FY12.
- Submit all federal appropriation requests to each congressional office on appropriate form;
- Plan, schedule, and execute trip to Washington DC to meet with each congressional office presenting appropriation request;
- Monitor and track appropriation bills (CJS, and Labor HHS) and inform TCS of progress;
- If needed, plan, schedule, and execute Minnesota based congressional office visits;
- Build relationships with congressional members for TCS including if needed, tours and visits with TCS or attendance at TCS event;
- Based on current press situation, monitor and advise media relations if needed for each appropriation request to stimulate interest of residents and also congressional member(s).

Payment:

Pursuant to the Time and Cost estimates provided in this Statement of Work and the Agreement, TCS shall pay Consultant for agreed services at a contractual rate of \$15,000. If Consultant travels on behalf of TCS, TCS will compensate Consultant an additional \$2,000 for travel expenses.

Signature:

TCS and Consultant have signed this Statement of Work in duplicate.

IN WITNESS WHEREOF, TCS and Consultant acknowledge, represent, and warrant that they have read and understand the terms of this Statement of Work and agree to be bound by this Statement of Work.

TODD COUNTY SHERIFF'S OFFICE

JAYNE J. JONES

BY: _____

BY: _____

Name: Pete Mikkelson

Title: Sheriff

Date:

Name: Jayne J. Jones

Title: Consultant

Date:

STATEMENT OF WORK is three pages.

To: Sheriff Pete Mikkelson
From: Jayne Jones
RE: Federal Appropriations Strategy Memo
Date: June 1, 2010

After meeting today, below describes our 6 project requests. This will serve as a guide but we should be flexible for other funding ideas and collaboration if needed.

Request One: Protecting and Securing

Appropriation Bill—Commerce, Justice, Science (CJS)
Delegation Member(s): Target Franken
Amount: Approximately \$625,000 request
Funding: Cameras in Squads, Jail Video Visitation and County Complex Security Upgrade

Request Two: Energy Efficient National Public Safety Model Program

Appropriation Bill—Energy and Water
Delegation Member(s): Target Franken
Amount: Approximately \$750,000 request
Funding: Energy Efficient Transportation of Inmates (hybrid vans)

Request Three: Interoperable Technology/800mgh

Appropriation Bill—Commerce, Justice, Science, Labor, Health and Education
Delegation Member(s): Target Peterson/Klobuchar
Amount: Approximately \$850,000 request
Funding: Technology, Radios, Laptops

Request Four: Strengthening DWI Enforcement

Appropriation Bill—Commerce, Justice, Science (CJS), Homeland Security
Delegation Member(s): Target Franken
Amount: Approximately \$550,000 request
Funding: Regional Law Enforcement Program (Technology, Cameras, Vehicle and Vehicle Improvement, Community Education and Outreach, Personnel)

Request Five: Targeting Domestic Abuse In Rural Minnesota

Appropriation Bill—Labor, Health and Education (Labor HHS) or CJS
Delegation Member(s): Target Klobuchar
Amount: Approximately \$350,000 request
Funding: Technology, Equipment, New Cameras for Evidence

Request Six: Renovation of Sheriff's Storage

Appropriation Bill— CJS or Transportation (HUD)

Delegation Member(s): Target Klobuchar

Amount: Approximately \$450,000 request

Funding: Renovation of Building

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use): 201007060008	

Title (for publication with the Agenda): Funding for Perham Resource Recovery Facility	
Date of Meeting: July 2, 2010	Total time requested: 5 Minutes
Department Requesting Action: Sheriff	
Presenting Board Action/Discussion at Meeting: Sheriff/Administration	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Todd County is responsible for 16.19% of the PRRF. The PRRF Joint Powers Board has agreed that it is necessary for PRRF to maintain a fund for expenses related to operations, prior to full ownership transition of the facility. Total amount requested is \$200,000. Todd County's share is \$32,380. Otter Tail County has agreed to serve as fiscal agent.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
1. Approve 2. Table 3. Do not approve	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approval for appropriation and payment of \$32,380 for Perham Resource Recovery Facility to be made payable to the Perham Resource Recovery Facility fiscal agent.	
Financial Implications: \$32380	Comments
Funding Source: Solid Waste Fund Reserves	
Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Ruda	<input type="checkbox"/> Ruda
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA COUNTY OF TODD I, Nathan W. Burkett, County Administrator, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
Seal	