



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
88 S. PARK AVENUE, LE CENTER, MN
COMMISSION CHAMBERS
February 2, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: January 26, 2016 Minutes and Summary Minutes
RE: NWTF Valley Yelpers Gambling Application

2. **9:05 a.m. Claims (10 min)**

3. **9:15 a.m. Human Resources (10 min)**

4. **9:25 a.m. Darrell Pettis, County Administrator/Engineer**
RE: Tractor and Mover Purchase for Highway Department
RE: Vehicle Purchase for Highway Department
RE: 2016 Goals
RE: MnCCC Contract
RE: State Revolving Fund Loan
RE: Resolution to open Seasonal Bids for Highway Dept on Tuesday, Feb. 16th at
10:00 a.m.
RE: A'Viands Agreement

5. **Future Meetings**



Le Sueur County, MN

Tuesday, February 2, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: January 26, 2016 Minutes and Summary Minutes

RE: NWTF Valley Yelpers Gambling Application

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting January 26, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 26, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Dave Gliszinski, John King and Joe Connolly. Lance Wetzal was excused. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the amended agenda.

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda:

- Approved the January 19, 2016 County Board Minutes and Summary Minutes

Mike Schultz, Soil & Water, appeared before the Board to introduce Joe Jirik, the new Soil & Water Technician.

Justin Lutterman, GIS, appeared before the Board to introduce George Phillips, the new GIS Technician.

Jim Goltart, Veterans Services, appeared before the Board with one item for approval.

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board approved the out-of-state travel for Jim Goltart and Jamie Von Bank to attend the National Association of County Veterans Services Officers Conference at Myrtle Beach, SC from May 11-20, 2016.

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board approved a \$59 per day per diem for Jim Goltart and Jamie Von Bank. The reimbursable cost to drive to South Carolina for the National Association of County Veteran's Services Officers will be equivalent to an airplane ticket for Jim Goltart.

The Board directed Human Resources to update the Meal Reimbursement Policy to possibly include tiered reimbursement.

Cindy Westerhouse, Human Resources appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by Rohlfling and unanimously approved, the Board approved the recommendation to hire Lori Moon as a full time Administrative Assistant III, in the Veteran's Services Office, as a Grade 5, Step 1 at \$16.51 per hour, effective February 16, 2016.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board approved the recommendation to promote Jason Squires to a full time Jailer-Dispatcher Corrections Sergeant, in the Sheriff's Office, as a Grade 9, Step 3 at \$22.39 per hour, effective February 7,

2016. Jason is currently a full time Jailer-Dispatcher, in the Sheriff's Office, as a Grade 6, Step 7 at \$21.64 per hour and has been employed with Le Sueur County since May 2007.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to approve the Public Employees Retirement Association - Police Officer Declaration for Jason Squires.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to post and advertise for a full time Jailer-Dispatcher, in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour.

Scott Gerr, MIS appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the 3 year contract with Vision Solutions for AS400 Maintenance Renewal in the amount of \$4,500.15.

Darrell Pettis, Administrator appeared before the Board with several items for discussion and approval.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Agreement for Professional Services with Bolton & Menk for the CSAH 3 (Reed Street) Reconstruction/Overlay Project.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Chair to sign the CSAH 3 Proposal for Geotechnical Services with American Engineering Services.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to accept the Application and Certificate for Payment from Mohs Construction for the Waterville Maintenance Facility in the amount of \$33,873.62.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the County Administrator and Board Chair to sign the Contract Agreement between Le Sueur County and Mohs Construction for the Human Services Remodel Project.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the County Administrator and Board Chair to sign the Purchasing Agent Agreement between Le Sueur County and Mohs Construction for the Human Services Remodel Project.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Chair to sign the South Central Workforce Council Joint Powers Agreement for South Central Workforce Development.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the following Certificate of Final Acceptance for Crane Creek Asphalt:

WHEREAS; Contract 20154 has in all things been completed, and the County Board being fully advised in the premises,

NOW THEN BE IT RESOLVED; that we do hereby accept said completed project for and in behalf of the County of Le Sueur and authorize final payment as specified herein in the amount of \$205,298.15.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, February 2, 2016 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 26, 2016

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
 - The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 26, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfiing, Dave Gliszinski, John King and Joe Connolly. Lance Wetzel was excused. Darrell Pettis and Brent Christian were also present.
 - The Board approved the amended agenda. (Connolly-Gliszinski)
 - The Board approved the consent agenda: January 19, 2016 County Board Minutes and Summary Minutes (Rohlfiing-Gliszinski)
 - The Board approved the out-of-state travel for Jim Goltart and Jamie Von Bank to attend the National Association of County Veterans Services Officers Conference at Myrtle Beach, SC from May 11-20, 2016. (Rohlfiing-Connolly)
 - The Board approved a \$59 per day per diem for Jim Goltart and Jamie Von Bank. The reimbursable cost to drive to South Carolina for the National Association of County Veteran's Services Officers will be equivalent to an airplane ticket for Jim Goltart. (Rohlfiing-Connolly)
 - The Board approved to hire Lori Moon as a full time Administrative Assistant III, in the Veteran's Services Office, as a Grade 5, Step 1 at \$16.51 per hour, effective February 16, 2016. (Gliszinski-Rohlfiing)
 - The Board approved to promote Jason Squires to a full time Jailer-Dispatcher Corrections Sergeant, in the Sheriff's Office, as a Grade 9, Step 3 at \$22.39 per hour, effective February 7, 2016. (Connolly-Rohlfiing)
 - The Board approved the Public Employees Retirement Association - Police Officer Declaration for Jason Squires. (Gliszinski-Rohlfiing)
 - The Board approved to post and advertise for a full time Jailer-Dispatcher, in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour. (Connolly-Gliszinski)
 - The Board approved the 3 year contract with Vision Solutions for AS400 Maintenance Renewal in the amount of \$4,500.15. (Gliszinski-Rohlfiing)
 - The Board approved and authorized the Chair to sign the Agreement for Professional Services with Bolton & Menk for the CSAH 3 (Reed Street) Reconstruction/Overlay Project. (Rohlfiing-Connolly)
 - The Board approved and authorized the Chair to sign the CSAH 3 Proposal for Geotechnical Services with American Engineering Services. (Gliszinski-Rohlfiing)
 - On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to accept the Application and Certificate for Payment from Mohs Construction for the Waterville Maintenance Facility in the amount of \$33,873.62.
 - The Board approved and authorized the County Administrator and Board Chair to sign the Contract Agreement between Le Sueur County and Mohs Construction for the Human Services Remodel Project. (Rohlfiing-Gliszinski)
 - The Board approved and authorized the County Administrator and Board Chair to sign the Purchasing Agent Agreement between Le Sueur County and Mohs Construction for the Human Services Remodel Project. (Rohlfiing-Gliszinski)
 - The Board approved and authorized the Chair to sign the South Central Workforce Council Joint Powers Agreement for South Central Workforce Development. (Connolly-Gliszinski)
 - On motion by Rohlfiing, seconded by Gliszinski and unanimously approved, the Board approved the Certificate of Final Acceptance for Crane Creek Asphalt. (Rohlfiing-Gliszinski)
 - The Board adjourned until Tuesday, February 2, 2016 at 9:00 a.m. (Connolly-Gliszinski)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: NWTF Valley Helpers Chapter Previous Gambling Permit Number: X-33233-15-011

Minnesota Tax ID Number, if any: 59-1024951 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 30167 271st Ave

City: Henderson State: MN Zip: 56044 County: LeSueur

Name of Chief Executive Officer (CEO): James Legg

Daytime Phone: (507) 665-6300 Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Caribou Gun Club

Address (do not use P.O. box): 30649 380th St.

City or Township: LeSueur Zip: 56058 County: LeSueur

Date(s) of activity (for raffles, indicate the date of the drawing): March 10th 2016

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

Bingo* Paddlewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

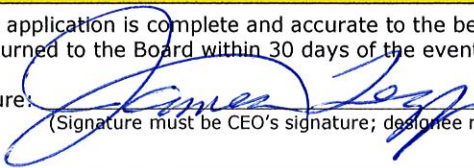
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 1-20-16

(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status, and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An Equal Opportunity Employer



Le Sueur County, MN

Tuesday, February 2, 2016

Board Meeting

Item 2

9:05 a.m. Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, February 2, 2016

Board Meeting

Item 3

9:15 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
Telephone: 507-357-8517 • Fax: 507-357-8607
Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES AGENDA ITEMS February 2, 2016

Recommendation to promote Kelly Wroe to a full time Accounting/Licensing Clerk in the Auditor-Treasurer's Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016.

Recommendation to promote Heather Gilhousen to a full time Accounting/Licensing Clerk in the Auditor-Treasurer's Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016.

Recommendation to hire Kathleen Hagen as a part time Homemaker in Public Health as a Grade 1, Step 1 at \$13.08 per hour, effective February 22, 2016.

Recommendation to approve and sign to renew the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, full time Agency Social Worker, in Human Services, effective March 1, 2016 to March 1, 2017.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, February 2, 2016

Board Meeting

Item 4

9:25 a.m. Darrell Pettis, County Administrator/Engineer

RE: Tractor and Mover Purchase for Highway Department

RE: Vehicle Purchase for Highway Department

RE: 2016 Goals

RE: MnCCC Contract

RE: State Revolving Fund Loan

RE: Resolution to open Seasonal Bids for Highway Dept on Tuesday, Feb. 16th at 10:00 a.m.

RE: A'Viands Agreement

Staff Contact:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag Power Enterprises, Inc.
 1051 Old Hwy 169 Blvd
 Belle Plaine, MN 56011
 952-873-2224
 AgPowerAdmin@agpowerjd.com

Quote Summary
Prepared For:

Le Sueur Cnty Highway Dept
 88 S Park Ave
 Le Center, MN 56057
 Home : 507-357-2251
 Business: 507-357-2251
 dpettis@co.le-sueur.mn.us

Delivering Dealer:

Ag Power Enterprises, Inc.
 Ryan Wester
 1051 Old Hwy 169 Blvd
 Belle Plaine, MN 56011
 Phone: 952-873-2224
 ryanwester@agpowerjd.com

Quote ID: 11795388
Created On: 15 July 2015
Last Modified On: 25 January 2016
Expiration Date: 15 August 2015

Unit 108

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6130M STANDARD CAB TRACTOR	\$ 112,287.00	\$ 86,460.99 X	1 =	\$ 86,460.99
Contract: MN Tractors_Sub Compact Utility_90702				
Price Effective Date: January 25, 2016				

Equipment Total **\$ 86,460.99**

Trade In Summary	Qty	Each	Extended
2009 JOHN DEERE 6430 - L06430G619400	1	\$ 40,460.99	\$ 40,460.99
PayOff			\$ 0.00
Total Trade Allowance			\$ 40,460.99

Trade In Total **\$ 40,460.99**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 86,460.99
Trade In	\$ (40,460.99)
SubTotal	\$ 46,000.00
Total	\$ 46,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 46,000.00

Salesperson : X _____

Accepted By : X _____

Confidential



Quote 1/26/2016

Bill To Name LE SUEUR COUNTY HWY DEPT (MN)
Bill To 88 S PARK AVE
LE CENTER, MN 56057-1649

Ship To Name LE SUEUR COUNTY HWY DEPT (MN)
Ship To 88 SOUTH PARK AVE
LE CENTER, MN 56057
Contact Name Andy Jindra
Phone (507) 357-8207

Quantity	Product Code	Product	List Price	Cost	Ext. Cost
1.00	DDR120-CO	60" Side and 60" Rear Mower with Combo Lift	\$39,203.00	\$30,597.00	\$30,597.00
1.00	164	Factory Mount - Side & Rear Rotary Mowers	\$6,749.00	\$5,190.00	\$5,190.00

Total Cost \$35,787.00
Freight \$700.00
Grand Total \$36,487.00

State Contract Yes

46,000 TRACTOR
36,487. Mower

\$82,487

Prepared By Tom Doyle
Phone (605) 214-0380
Email tdoyle@diamondmowers.com
OP OP001866

DIAMOND MOWERS, INC. DEMAND BRILLIANCE
PO Box 85080 | Sioux Falls, SD 57118
350 E 60th St N | Sioux Falls, SD 57104
(605) 977-3300 ph | (605) 655-5870 fx | diamondmowers.com

Quote is good 60 days from quote date

RANGER



GMC

BUSINESS ELITE

1502 East Howard Street, Hibbing, MN 55746 (218) 263-7578

Phone: 612.750.1275

Fax: 866.452.0858

Toll-Free: 800.894.7579

January 19, 2016

LeSueur County
88 South Park Avenue
LeCenter, MN 56057

Regarding your request for a State Contract price quote on a 2016 Chevrolet Equinox AWD LS compact Utility, we have itemized the information you require:

STATE CONTRACT 72060:

ITEM/MODEL:

UV27	Chevrolet Equinox AWD 1LG26 I-4	\$20,591.20
------	---------------------------------	-------------

CONTRACT EQUIPMENT:

2.4 liter 180hp gas/E85 4 cyl	included
6 spd electronic automatic trans	included
StabiliTrak electronic stability control	included
includes hill start assist	
P225/65R17 all-season BSW	included
Cruise control	included
Tilt & telescope steering wheel	included
Power up driver's seat	included
Cloth front bucket seats	included
Cloth 60/40 split adjustable rear seat	included
AM/FM Stereo CD Color Touch Screen radio	included
Rear vision camera	included
Bluetooth connectivity	included
4 G LTE Wi-Fi connectivity	included**
Air conditioning	included
Power windows/locks ext mirrors	included
Keyless remote entry	included
Rear vision camera	included
Full floor carpeting front & rear floor mats	included
Front and side airbags, driver and passenger	included
Side Curtain airbags all seat rows	included
Daytime running lamps and Autolamp system	STD
**Requires activation	

REVISIONS RECOMMENDED:

Removable Weather tech floor <i>liners</i> front & rear	228.30
---	--------

Specializing in State, county and local municipal sales

8 way power driver's seat	264.00
Cargo area security cover	66.00
One extra fobkey	95.00
Deep tinted glass	250.80
Remote start	395.00
Second row seat back to cargo floor panel	118.80
<i>Delete</i> 24 months/24,000 mile free maintenance	-(59.41)
Engine block heater	66.00
Interior dome & reading lamps	STD
Standard ext/Jet Black int	N/C

TOTAL VEHICLE PRICE: \$22,015.69

MAINTENANCE COVERAGE:

~~Scheduled maintenance _____ 2 years/24,000 miles
includes oil, filter, tire rotation for a maximum of 2 visits~~

WARRANTY COVERAGE:

Bumper to Bumper:	3 years/36,000 miles
Powertrain processor & Catalytic convertor	8 years/80,000 miles
Rust-through	6 years/100,000 miles
<i>Powertrain (engine, transmission, drive axles, etc)</i>	<i>5 years/100,000 miles</i>

APPROXIMATE DELIVERY:

90 days A.R.O

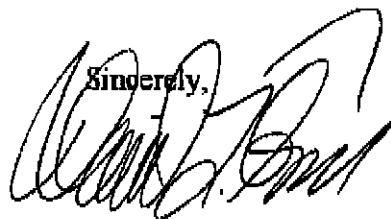
IF YOU PURCHASE -WE NEED:

EXTERIOR COLOR CHOICE (go to <http://www.chevrolet.com/>)

PURCHASE ORDER OR LETTER OF PURCHASE

INSURANCE COMPANY, POLICY NUMBER AND EXPIRATION DATE

Thank you for your consideration.

Sincerely,


David L. Thomas
Fleet Sales Manager
Municipal Accounts

Specializing in State, county and local municipal sales

RANGER



GMC

BUSINESS ELITE

1502 East Howard Street, Hibbing, MN 55746 (218) 263-7578

Phone: 612.750.1275

Fax: 866.452.0858

Toll-Free: 800.894.7579

January 19, 2016

LeSueur County
88 South Park Avenue
LeCenter, MN 56057

Regarding your request for a State Contract price quote on a 2016 Chevrolet Equinox AWD LT compact Utility, we have itemized the information you require:

STATE CONTRACT 72060:

ITEM/MODEL:

UV29 Chevrolet Equinox AWD 1LK26 I-4 **\$22,109.00**

CONTRACT EQUIPMENT:

2.4 liter 180hp gas/E85 4 cyl	included
6 spd electronic automatic trans	included
StabiliTrak electronic stability control	included
includes hill start assist	
P225/65R17 all-season BSW	included
Cruise control	included
Tilt & telescope steering wheel	included
Power up driver's seat	included
Cloth front bucket seats	included
Cloth 60/40 split adjustable rear seat	included
AM/FM Stereo CD Color Touch Screen radio	included
Rear vision camera	included
Bluetooth connectivity	included
4 G LTE Wi-Fi connectivity	included**
Air conditioning	included
<i>Power windows/locks/heated ext mirrors</i>	<i>included</i>
<i>Luggage rack</i>	<i>included</i>
<i>17" Alloy wheels</i>	<i>included</i>
Keyless remote entry	included
Rear vision camera	included
Full floor carpeting front & rear floor mats	included
Front and side airbags, driver and passenger	included
Side Curtain airbags all seat rows	included
Daytime running lamps and Autolamp system	STD

****Requires activation**

REVISIONS RECOMMENDED:

Specializing in State, county and local municipal sales

LT trim package	included
Driver convenience pkg	included
incl's remote start & 8 way power seat	
3.6L 301hp gasV6 (incl required radio upgrade)	3,159.20
Removable Weather tech floor <i>liners</i> front & rear	228.30
Cargo area security cover	66.00
One extra fobkey	95.00
Deep tinted glass	included
Remote start	included
<u>Second row seat back to cargo floor panel</u>	118.80
24 months/24,000 mile free maintenance	-(59.41)
Engine block heater	66.00
Interior dome & reading lamps	STD
Standard ext/Jet Black int	N/C

TOTAL VEHICLE PRICE: **\$25,782.89**

MAINTENANCE COVERAGE:

~~Scheduled maintenance _____ 2years/24,000 miles
includes oil, filter, tire rotation for a maximum of 2 visits~~

WARRANTY COVERAGE:

Bumper to Bumper: 3 years/36,000 miles
Powertrain processor & Catalytic convertor 8 years/80,000 miles
Rust-through 6 years/100,000 miles
Powertrain (engine, transmission, drive axles, etc) 5 years/100,000 miles

APPROXIMATE DELIVERY:

90 days A.R.O

Specializing in State, county and local municipal sales

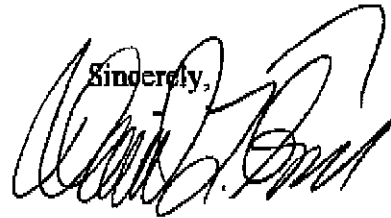
IF YOU PURCHASE -WE NEED:

EXTERIOR COLOR CHOICE (go to <http://www.chevrolet.com/>)

PURCHASE ORDER OR LETTER OF PURCHASE

INSURANCE COMPANY, POLICY NUMBER AND EXPIRATION DATE

Thank you for your consideration.

Sincerely,


David L. Thomas
Fleet Sales Manager
Municipal Accounts

Specializing in State, county and local municipal sales

2016 BOARD GOALS

John King:

1. Complete Space Study
2. Priority based budgeting, better handle on levy
3. Probation Delivery discussion

Dave Gliszinski:

1. Juvenile Placements/Work Program

Steve Rohlfing:

1. Environmental Services Database
2. Soil & Water
3. Le Sueur shop
4. Budget direction and levies (needs vs. wants)

Joe Connolly:

1. County Ditches

2016 DEPARTMENT GOALS

Extension:

1. Have the Extension office moved into the 4-H Family Center by December 31st, 2016.

Human Services:

1. Comparable Worth for DHS positions
2. Remodel Project/Space Needs
3. Transportation/Transit Planning

Highway Department:

1. Work toward replacing Highway Maintenance Facilities
2. Funding (Local Option Sales Tax)
3. Develop Five and Ten Year Plan

County Administration:

1. Space needs / Facility plans
2. Countywide Transit
3. Probation delivery options

MIS:

1. Deploy new redundant fiber connection
2. Keep 4H Building running smoothly for the duration of temporary Human Services use
3. Create County Facebook presence

County Attorney:

1. Adding an attorney and support staff

Maintenance:

1. Find a building to purchase for Human Services Clubhouse
2. Remodel 4H building for Extension and north side of Courthouse for whomever is going to move to Extension area

3. Remodel east entry and steps
4. New Law Enforcement Building connected to Courthouse

Sheriff:

1. Jail – Space issues, Budget for housing prisoners elsewhere, Guard 1 –Keycard for documenting jail checks, approx. \$5000
2. Dispatch – Eventually 24/7 staffing, space issues
3. Patrol – Space issues, finish administrative office desk, free up room for interviews and meetings.

GIS:

1. Using the New GIS server as a way to bring local government together, starting with County Departments and working towards incorporating our cities.
2. Solve some minor space needs.
3. Help simplify existing workflows which will lessen the load required of personnel.
4. County employee training on applications.

Auditor Treasurer:

1. Succession Planning

Human Services:

1. On-boarding Program
2. Applicant tracking program
3. Education/Training for Department Heads and Supervisors
4. Conference room for interview/training

Emergency Management:

1. Set up a sandbag filling station at the Highway Dept. for flooding.
2. Office Space for Deputy Emergency Manager at EOC.
3. Try to get more disciplines involved in Incident Command.



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

2016 Le Sueur County Public Health Goals

1) Le Sueur – Waseca CHB (Community Health Board) Goals

- Continue Strategic Plan following the strategic priorities established
- Implement Performance Management including Quality Improvement Plan
- Utilize Core Competency Assessment to create Workforce Development Plan
- Continue to monitor and update our CHIP (Community Health Improvement Plan)
CHIP Goals (implemented by SHIP – Statewide Health Improvement Program):
 1. Increase Physical Activity within the schools
 2. Increase active living in the communities
 3. Increase access to healthy foods in the schools
 4. Increase access to healthy foods in the communityNote: The American Lung Association (ALA) has the lead for goals 5 & 6
 5. Comprehensive Tobacco Policies passed & implemented by cities & counties
 6. Increase availability of smoke-free multi-unit housing in the community

2) Le Sueur County Public Health Departmental Goals

- Continue to utilize application extender for scanning to eliminate paper files
- Train and utilize CHB shared PHEP/CRI (Emergency Preparedness) Coordinator
- Continue to search for ways to optimize the space allocated to Public Health

3) Le Sueur County Public Health Program Goals

Family Health Team

1. Implement PACT (Preconception Health) educational program to prevent birth defects, decrease infant mortality and improve pregnancy outcomes
2. Improve local immunization rates by participation in statewide QI collaborative

Waivered Services Team

1. MnCHOICES on-line assessment rollout to health plans in 2016
2. Implement electronic charting of case management notes in NN software

Home Care Team

1. Home Care Nurses will visit an average of three clients per day
2. Continue to implement QI plan distributing Emergency Preparedness To Go bags to clients encouraging enrollment in Everbridge (county-wide Emergency Notification System)

Community Health

1. Update Delegation Agreement Self-Assessment in 2016
2. Continue to stay on schedule with Sanitary Surveys

Emergency Preparedness

1. 100% response rate from hospitals and clinics to Health Alerts & Advisories within the required timeframes
2. Completion of required grant duties and reporting

1-20-16



Le Sueur County Highway Department

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
TEL: 507-357-2251 or 507-357-8201; FAX: 507-357-4520
dreak@co.le-sueur.mn.us
Don Reak, E-911 Coordinator

2016 Goals for the Parks Department

NEY PARK

1. Get the Ney Park as a regional Park. Will be working on this early spring and into the summer. This is part of the Great Minnesota Parks and Trails Association Designation for regional designation that we need to apply for grants.
2. Looking into a temporary office building at the Ney Park? Need more office space.. I am looking into getting the trailer that the human Service Department is renting right now. I am hoping we can purchase the trailer when Human Service is done with it.

Lake Washington Park

1. Turning in a grant for more improvements to Lake Washington Park. This would be a Clean Water, land and legacy grant. That fits in with our Regional designation that we received in 2015.

Geldner Saw Mill

1. I am hoping to get the Saw Mill up and running this year. The grants we have are still in place. One thing, we cannot use the State Grant for the new addition to the mill and the new boiler. We do have a Schmidt Foundation grant of \$25,000.00 to use for this and a couple of smaller grant also. It will cost us some money out of our own pocket to get it finished. If there is any question on this, I would be happy to explain further.

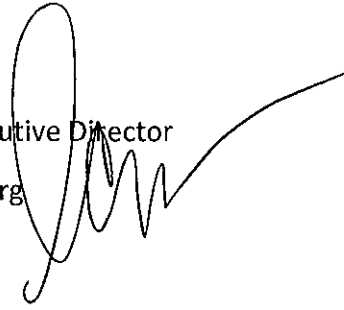
Don Reak
Parks Director
Le Sueur County

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 Trimmin 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
Chicago 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
Cleburne 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
Millie 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 Trimmin 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
Other 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
Pernington 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	\$ 2,412.48	\$ 974.60	\$ 3,387.08	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	\$ 2,361.00	\$ 8,915.00	\$ 4,577.48	\$ 4,337.52
Redwood County	15,755	CPUI	\$ 2,412.48	\$ 974.60	\$ 3,387.08	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	\$ 2,412.48	\$ 974.60	\$ 3,387.08	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
Sheburne County	90,203	MGIS	\$ 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	\$ 2,412.48	\$ 974.60	\$ 3,387.08	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	\$ 4,577.48	\$ 4,337.52
Wadena 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
Waseca 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
Watson County	19,075	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.92%	\$ -	\$ 4,387.00	\$ 4,387.00	\$ 2,222.00	\$ 2,222.00
Wilkin County	11,136	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.53%	\$ 4,528.00	\$ 2,361.00	\$ 6,889.00	\$ 4,577.48	\$ 4,337.52
Winona 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
Wright 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
Yellow Medicine 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
Tri-County Corrections	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
Kanabec/Pine PH	15,000	MCCC	\$ 2,412.48	\$ 2,165.00	\$ 4,577.48	0.72%	\$ -	\$ 2,827.00	\$ 2,827.00	\$ 1,650.00	\$ 662.00
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	\$ 267,590.00	\$ 575,594.00	\$ 291,254.64	\$ 284,339.36

**M/N 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

IFSpi Support Agreement -- Page 1

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

IFSpi Support Agreement – Page 3

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 limited 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,

IFSpi Support Agreement -- Page 4

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: Jon McMill
Title: Director of Services
Date: 1/19/16

MnCCC

By: [Signature]
Title: Chair
Date: 1/14/2016

MnCCC

By: [Signature]
Title: Executive Director
Date: 1/15/2016

MnCCC

By: Kathleen Rupp
Title: JIC Chair
Date: 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	2016	2017	2018
Hourly Rates	\$150	\$155	\$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



Minnesota Pollution
Control Agency



Minnesota
Department
of Health

Date: January 22, 2016
To: Public Wastewater, Stormwater, and Drinking Water Officials
Subject: **Accepting Projects for State Revolving Fund Loan Programs**

Submissions are now being accepted to place public wastewater, stormwater, and drinking water infrastructure improvement projects on the 2017 Project Priority Lists (PPL) and Intended Use Plans (IUP) for the Clean Water and Drinking Water Revolving Funds. Projects must be listed on the appropriate PPL as the first step to be eligible for the revolving fund loan programs or Clean Water Legacy Fund grants. System owners must request that their projects be placed on the appropriate 2017 Intended Use Plan if they expect to be ready for construction and are seeking financing in state fiscal year 2017 (July 1, 2016 to June 30, 2017).

The two state revolving fund programs are administered by the Minnesota Public Facilities Authority, together with the Minnesota Pollution Control Agency and Minnesota Department of Health. The Public Facilities Authority provides below-market rate loans, principal forgiveness or grants to local governments for eligible projects based on priorities determined by the Minnesota Pollution Control Agency (for wastewater and stormwater projects) and the Department of Health (for drinking water projects).

Deadlines are listed below for the Project Priority List.

Note: The PCA has new *stormwater scoring criteria*.

Additional information and instructions are enclosed:

Project Priority List – Clean Water Revolving Fund

- Wastewater and stormwater projects
- Deadline: March 4, 2016 (on or before) to MPCA
 - PPL Application and scoring worksheet
(Including supporting documentation, as required)
 - Wastewater facilities plans
 - Stormwater project plans
- See enclosed **yellow sheet** for information

Bill Dunn, MPCA
651-757-2324
bill.dunn@state.mn.us
www.pca.state.mn.us/ppl

Project Priority List – Drinking Water Revolving Fund

- Drinking water projects
- Deadline: May 6, 2016 to Department of Health
- See enclosed **blue sheet** for information

Chad Kolstad, MDH
651-201-3972
chad.kolstad@state.mn.us
www.health.state.mn.us/divs/eh/water/dwrf

2015 Intended Use Plans – Both Programs

- Specify which program on submission
- Deadline: June 3, 2016 to Public Facilities Authority
- See enclosed **green sheet** for information

Becky Sabie, PFA
651-259-7470
rebecca.sabie@state.mn.us
mn.gov/deed/pfa

Working in cooperation: Minnesota Pollution Control Agency, Minnesota Public Facilities Authority and Minnesota Department of Health.



Minnesota Pollution Control Agency

Accepting Submissions from Wastewater or Stormwater Projects for the 2017 Clean Water Project Priority List

Proposals are being accepted to place wastewater or stormwater collection and treatment system projects on the Clean Water Project Priority List (PPL). **Projects must be on the PPL to be eligible to apply for low interest CWRP loans and other state grants and loans from the Minnesota Public Facilities Authority (PFA).** PFA financing is for investments in municipal infrastructure which result in improvements in water quality. Funding is not available for privately owned infrastructure.

Please Note: Projects on the 2016 PPL will automatically be re-listed on the 2017 PPL unless the project has received funding, requested removal or shown no progress in the past 5 years. If necessary, please submit updated project costs, construction schedule and PPL scoring parameters. It is to your advantage to keep all scoring information as current as possible.

Green Project Reserve (GPR): Projects believed to meet the GPR eligibility requirements as described in the PPL application forms should indicate their potential GPR eligibility in the PPL application and Intended Use Plan (IUP) request for placement.

Municipalities planning to start construction and receive CWRP financing before June 30, 2017, must also submit a request to the PFA to place the project on the 2017 IUP (See the enclosed PFA notice.)

IMPORTANT DEADLINES:

- Wastewater Facilities Plans or Stormwater Project Plans are due to the MPCA (to ensure priority review)March 4, 2016 or before
- Request for Placement on 2017 PPL due to the MPCAMarch 4, 2016 or before
- Request for Placement on the 2017 IUP due to the PFAJune 3, 2016
- Wastewater Facilities Plans or Stormwater Project Plans preliminary approval by MPCA for 2017 IUP projectsJune 30, 2016

To obtain necessary PPL instructions, application forms and general program information go to:

www.pca.state.mn.us/ppl

For more information, to receive materials by postal mail or to ask questions, please contact:

Bill Dunn, Clean Water Revolving Fund Coordinator
Minnesota Pollution Control Agency
520 Lafayette Road North
Saint Paul, MN 55155-4194
651-757-2324 or bill.dunn@state.mn.us
PPL.Submittals.PCA@state.mn.us



Clean Water Revolving Fund Drinking Water Revolving Fund

Requests for Placement on the 2017 Intended Use Plans

Loans from the Clean Water Revolving Fund (CWRF) and Drinking Water Revolving Fund (DWRF) programs are made by the Minnesota Public Facilities Authority (PFA), which is responsible for financial management of the Funds. The PFA prepares an annual Intended Use Plan (IUP) for each program that lists the projects eligible to apply for loans. Wastewater and stormwater projects seeking CWRF loans must be listed on the Minnesota Pollution Control Agency's (MPCA) Project Priority List to be eligible for placement on the IUP, and construction projects must have an approved facility plan. Drinking water projects seeking DWRF loans must be listed on the Minnesota Health Department's Project Priority List to be eligible for placement on the IUP.

The PFA is accepting requests through June 3, 2016 for placement on the 2017 IUPs. The 2017 IUPs will list projects that are expected to receive all necessary approvals and be ready to proceed in state fiscal year (FY) 2017 (July 1, 2016 to June 30, 2017).

The PFA will prepare the 2017 IUPs based on the requests received, the project priorities set by the MPCA and Health Department, and the amount of loan funds available. There is no guarantee that all projects requesting placement on the 2017 IUPs will be placed in the fundable range and allowed to apply for loans.

A written request must be submitted to the PFA by June 3, 2016 to request placement on the 2017 CWRF or DWRF IUP. IUP requests should be sent to the appropriate PFA loan officer. (See map on back.) The request must be signed by a municipal official (mayor, clerk, administrator, etc.) of the municipality that will be issuing a general obligation bond to the PFA as security for the loan. For each separate project please provide the following information:

- The project name and description as it is (or will be) shown on the Project Priority List.
- The current project cost estimate, requested loan amount, and information about the status of any other sources of funds being sought or received (including any temporary financing).
- Estimated cost of clean water project components believed to meet the eligibility requirements for Green Project Reserve (GPR) such as water efficiency, energy efficiency or stormwater mitigation as described in information provided by the MPCA.
- A project schedule showing the following estimated dates:
 - submittal of plans and specifications to the MPCA or Health Department
 - bid advertising and bid opening dates
 - construction start
 - construction end

General questions about the IUP process may be directed to Becky Sabie at 651-259-7470. Specific project financing questions should be directed to the appropriate PFA loan officer.

Minnesota Public Facilities Authority
1st National Bank Building • 332 Minnesota St., Suite W820 • Saint Paul, MN 55101-1378 • USA
651-259-7469 • 800-657-3858 • Fax: 651-296-8833 • TTY/TDD: 651-296-3900
www.mn.gov/deed/pfa

An equal opportunity employer and service provider



Minnesota
Department
of Health

Drinking Water Revolving Fund

Accepting Submissions for 2017 Project Priority List

The Minnesota Department of Health is soliciting requests to place new projects on the Drinking Water Revolving Fund (DWRF) Project Priority List (PPL). Projects must be on the list to be eligible for below-market rate DWRF loans to improve public drinking water systems. Typical projects include watermain, wells, water treatment plants and water towers. Funding is not for expansion of water systems to serve future growth or for fire suppression infrastructure.

- Submissions are easy to prepare. Go to www.health.state.mn.us/divs/eh/water/dwrf for instructions on what to submit, a general program overview, and for an example of a simplified submission.
- Submissions are due at the Department of Health by **Friday, May 6, 2016**.
- Water system owners planning to start construction and receive DWRF financing before June 30, 2017, must also submit a request to the Public Facilities Authority to place the project on the 2017 Intended Use Plan (IUP). (See the enclosed green sheet from the Public Facilities Authority.)
- **Note for Projects on the Current IUP:** The environmental review process has been modified to assure that the requirements of the National Historic Preservation Act are met. Most projects will not have a significant impact from these revisions but sufficient time should be allowed in the event that a historical structure or archeological site is impacted. To find out more information about the environmental review process or for a step-by-step checklist please go to <http://www.health.state.mn.us/divs/eh/water/dwrf/er/index.html>
This only applies to projects on the current IUP.
- **Questions?** Contact Chad Kolstad at 651-201-3972 or chad.kolstad@state.mn.us

Environmental Health Division, Section of Drinking Water Protection, P.O. Box 64975, St. Paul, Minnesota 55164-0975

**AMENDMENT NUMBER TWELVE
TO COMMISSARY AGREEMENT BETWEEN
THE LE SUEUR COUNTY JAIL AND A'VIANDS, LLC**

This Amendment Number Twelve is made by and between the LeSueur County Jail, whose address is 88 South Park Avenue, Le Center, Minnesota 56057 (hereinafter referred to as "Client"), and A'viands, LLC, whose address is 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to "A'viands").

WHEREAS, A'viands and Client have entered into a Commissary Agreement (hereinafter referred to as "Agreement"), effective December 15, 2004, as amended; and

WHEREAS, said Agreement provides for annual renewals upon mutual agreement; and

WHEREAS, both parties are mutually agreeable to renew said Agreement for an additional one year period.

NOW, THEREFORE, said Agreement shall be extended for the period from January 1, 2016 through December 31, 2016.

This Amendment Number Twelve shall be effective as of January 1, 2016. All other terms and conditions of the original Agreement, as modified from time to time, shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COUNTY OF LE SUEUR, MN

A'VIANDS, LLC

By: _____

By: 

Name: _____

Name: Mitch Speicher

Title: Sheriff

Title: CFO

Date: _____

Date: 1/22/16

**AMENDMENT NUMBER TWELVE
TO FOOD SERVICE MANAGEMENT AGREEMENT BETWEEN
THE LE SUEUR COUNTY JAIL AND A'VIANDS, LLC**

This Amendment Number Twelve is made by and between the **LeSueur County Jail**, whose address is 88 South Park Avenue, Le Center, Minnesota 56057 (hereinafter referred to as "Client"), and **A'viands, LLC**, whose address is 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to as "A'viands").

WHEREAS, A'viands and Client have entered into a Food Service Management Agreement (hereinafter referred to as "Agreement"), effective January 1, 2004, as amended; and

WHEREAS, the parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. Terms of the Agreement

- b.** A'viands shall charge the Client a flat rate of \$201.54 per day plus a meal charge of \$1.10 for each inmate meal ordered. All meals, including bag lunches for work release, shall be included in this total.

This Amendment Number Twelve shall be effective as of January 1, 2016. All other terms and conditions of the original Agreement, as modified from time to time, shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COUNTY OF LE SUEUR, MN

A'VIANDS, LLC

By: _____

By:  _____

Name: _____

Name: Mitch Speicher

Title: Sheriff

Title: CFO

Date: _____

Date: 1/22/16

Le Sueur County, MN

Tuesday, February 2, 2016

Board Meeting

Item 5

Future Meetings

Staff Contact:

Future Meetings 2016

February 2, 2016	Board Meeting 9:00 a.m.
February 9, 2016	No Board Meeting
February 11, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
February 15, 2016	Offices Closed – President’s Day
February 16, 2016	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. Waterville Senior Center
February 18, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
February 23, 2016	Board Meeting, 9:00 a.m. *Workshop: Space Needs and CIP
March 1, 2016	Board Meeting 9:00 a.m.
March 8, 2016	No Board Meeting
March 10, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
March 15, 2016	Board Meeting, 9:00 a.m.
March 17, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
March 22, 2016	Board Meeting, 9:00 a.m.
March 29, 2016	No Board Meeting