



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
March 5, 2019**

1. **9:00 a.m. Call Board of Commissioners Meeting to Order**
 1. Pledge of Allegiance
 2. Agenda Approval
 3. Consent Agenda Approval: February 26, 2019 Minutes and Summary Minutes, February 2019 Transfers, and Caribou Gun Club Application for Renewal of Consumption and Display Permit
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Human Resources (5 min)**
4. **9:15 a.m. Brett Mason, Sheriff (5 min)**
 1. Medical Director Agreement
5. **9:20 a. m. Jeff Neisen, IT Director**
6. **9:25 a.m. Darrell Pettis, County Administrator**
 1. Maximus Agreement
7. **Commissioner Committee Reports**
8. **Future Meetings**
9. **Work Session after the Board Meeting: SCORE Funds**



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 1

9:00 a.m. Call Board of Commissioners Meeting to Order

1. Pledge of Allegiance

2. Agenda Approval

3. Consent Agenda Approval: February 26, 2019 Minutes and Summary Minutes, February 2019 Transfers, and Caribou Gun Club Application for Renewal of Consumption and Display Permit

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting February 26, 2019

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 26, 2019 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, Danny O'Keefe and Lance Wetzel. Attorney Brent Christian and County Administrator Darrell Pettis were also present.

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

On motion by Rohlffing, seconded by O'Keefe and unanimously approved, the Board approved the consent agenda:

- Approved the February 19, 2019 County Board Minutes and Summary Minutes

Commissioner King acknowledged the Highway Department and their efforts during the recent weather and has received positive feedback from numerous residents of Le Sueur County.

Cindy Shaughnessy, Public Health Director appeared before the Board with several items for discussion and approval.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair to sign an amended Immtrack Joint Powers Agreement.

Joshua Mankowski, Planning & Zoning Administrator appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved via roll call 5-0, the Board approved to send a recommendation by the Planning Commission back for review of additional information that was submitted by the applicant after the hearing. The Planning Commission had recommended denial of a Conditional Use Permit to USS Water Town Solar LLC, Minneapolis, MN, (Applicant); Robert Culhane Jr, Waterville, MN (Owner) to allow the applicant to construct a 1 MW Solar Garden in an Agriculture "A" District. Property is located in the West half of the SW quarter, Section 34, Waterville Township. Findings are on file at the Planning & Zoning Office.

On motion by Wetzel, seconded by Rohlffing and unanimously approved via roll call 5-0, the Board approved to send a recommendation by the Planning Commission back for review of additional information that was submitted by the applicant after the hearing. The Planning Commission had recommended denial of a Conditional Use Permit to USS Water City Solar LLC, Minneapolis, MN, (Applicant); Robert Culhane Jr, Waterville, MN (Owner) to allow the applicant to construct a 1 MW Solar Garden in an Agriculture "A" District. Property is located in the West half of the SW quarter, Section 27, Waterville Township. Findings are on file at the Planning & Zoning Office.

Jeff Neisen, IT Director appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved the purchase of Fibre Channel Switch and Cables, SAN Optics and Cables, and Professional Services in the amount of \$26,144.06 from Marco.

On motion by O’Keefe, seconded by Wetzel and unanimously approved, the Board approved the purchase of PTF updates from CPS Technology in the amount of \$2,750.

Brett Mason, Sheriff appeared before the Board with a vehicle purchase request and the following vehicle bids were received:

Belzer:

| | |
|-----------------------------|----------|
| 2019 F-150 Police Responder | \$32,987 |
| 2019 F-150 Crew Cab | \$29,150 |

Factor Motors:

| | |
|----------------------|----------|
| 2019 F-150 Responder | \$33,115 |
| 2019 F-150 Crew Cab | \$29,325 |

Wolf Motors:

| | |
|-----------------------------|-------------|
| 2019 F-150 Police Responder | \$33,523.12 |
| 2019 F-150 Crew Cab | \$29,236.12 |

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved the purchase of a 2019 F-150 Police Responder in the amount of \$32,987 and a 2019 F-150 Crew Cab in the amount of \$29,150 from Belzer Ford.

Ron Jacobson appeared before the Board to read a letter to the Board regarding short term rental concerns.

Darrell Pettis, County Administrator appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved to post the Request for Proposals (RFP) for a Classification and Compensation Study.

Commissioner Committee Reports:

Commissioner O’Keefe attended a Justice Center progress meeting.

Commissioner Rohlfing attended a Blue Earth – Le Sueur Joint Ditch meeting and a Region Nine meeting.

Commissioner Gliszinski attended a Justice Center progress meeting.

Commissioner King attended a Justice Center progress meeting.

On motion by Wetzel, seconded by O'Keefe and unanimously approved, the Board adjourned until Tuesday, March 5, 2019 at 9:00 a.m.

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

Summary Minutes of Le Sueur County Board of Commissioners Meeting, February 26, 2019

•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.

•Approved the agenda. (Gliszinski-Wetzel)

•Approved the consent agenda. (Rohlfing-O'Keefe)

•Approved an amended Immtrack Joint Powers Agreement. (Rohlfing-Wetzel)

•Approved to send a recommendation by the Planning Commission back for review of additional information that was submitted by the applicant after the hearing. The Planning Commission had recommended denial of a Conditional Use Permit to USS Water Town Solar LLC, Minneapolis, MN, (Applicant); Robert Culhane Jr, Waterville, MN (Owner). Findings are on file at the Planning & Zoning Office. (Gliszinski-O'Keefe)

•Approved to send a recommendation by the Planning Commission back for review of additional information that was submitted by the applicant after the hearing. The Planning Commission had recommended denial of a Conditional Use Permit to USS Water City Solar LLC, Minneapolis, MN, (Applicant); Robert Culhane Jr, Waterville, MN (Owner). Findings are on file at the Planning & Zoning Office. (Wetzel-Rohlfing)

•Approved the purchase of Fibre Channel Switch and Cables, SAN Optics and Cables, and Professional Services for \$26,144.06 from Marco. (Gliszinski-O'Keefe)

•Approved the purchase of PTF updates from CPS Technology in the amount of \$2,750. (O'Keefe-Wetzel)

•Approved the purchase of a 2019 F-150 Police Responder for \$32,987 and a 2019 F-150 Crew Cab for \$29,150 from Belzer Ford. (Gliszinski-O'Keefe)

•Approved to post the RFP for a Classification and Compensation Study. (Wetzel-Rohlfing)

•Adjourned until Tuesday, March 5, 2019 at 9:00 a.m. (Wetzel-O'Keefe)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

February 2019 Transfers

- #1733 Transfer 9,160.39 from Road & Bridge to Ditch
 (Le Sueur-Scott liens)
- #1734 Transfer 5.04 from Victim Witness to Road & Bridge
 (December Fuel)
- #1735 Transfer 314.10 from Human Services to Road & Bridge
 (Fuel and parts – Nov/Dec)
- #1736 Transfer 8,718.00 from Human Services to Revenue
 (A87 Quarters ending 9-30-18 & 12-31-18)
- #1737 Transfer 23.09 from Env Services to Road & Bridge
 (December Fuel)
- #1738 Transfer 6,900.21 from Revenue to Road & Bridge
 (Fuel-Sheriff 4772.44; Parks 1716.20; Assessor 219.22;
 Administrator 51.22; Maint 45.10; Veterans 96.03)
- #1739 Transfer 2,990.00 from Agency to Revenue
 (February landshark)



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7512

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee \$250 (Renewal Date: April 1)

| | |
|---|--------------------|
| ID# 262 | License Code CDPBL |
| Caribou Gun Club Inc. Caribou Gun Club 30649 380th St LeSueur MN 56058 | |
| Business Phone 5076653796 | |

IF NAME AND ADDRESS
SHOWN ARE NOT
CORRECT, MAKE
CHANGES BELOW

Worker's Comp. Ins. Name State Fund Mutual Policy # 048710.808 Policy Period 7/24/18 / 7/26/19
City/County where permit approved LeSueur
Licensee Name Caribou Gun Club Inc
Address, City, State, Zip 30649-
Business Phone 507-665 3796 Email Caribougunclub@yahoo.com

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Licensee Signature [Signature] Date Jan - 11 - 19
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature _____ Date _____
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

**MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT
AND RETURN WITH APPLICATION**

Amount Received _____



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 3

9:10 a.m. Human Resources (5 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

March 6, 2019

Recommendation to hire Hayley Prchal as a as a full time Dispatcher in the Sheriff's Office, Grade 6, Step 4 at \$20.86 per hour, effective April 1, 2019.

Recommendation to post and advertise for a full time Facility and Grounds Lead Worker in the Facility and Grounds Department, Grade 6, Step 4 at \$20.86 per hour.

Recommendation to advertise for two part time regular Facility and Grounds Workers in the Facility and Grounds Department, Grade 3, Step 4 at \$17.53 per hour.

Recommendation to advertise for one part time Facility and Grounds Workers in the Facility and Grounds Department, Grade 3, Step 4 at \$17.53 per hour.

Recommendation to grant regular status to Holly Kalbus, full time Environmental Resources Specialist in the Environmental Service Water Planning Department, effective March 5, 2019.

Recommendation to reclassify Caitlin Meyer, full time Case Aide in Human Services, Grade 5, Step 5 at \$20.40 per hour to a full time Human Services Administrative Aide in Human Services, Grade 7, Step 4 at \$22.11 per hour, effective March 18, 2019.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 4

9:15 a.m. Brett Mason, Sheriff (5 min)

1. Medical Director Agreement

Staff Contact:



102 Industrial Dr, PO Box 218, Eagle Lake, MN 56024 (507)257-3224
301 Second Street NE, New Prague, MN 56071
Dr. Michael Wilcox, Medical Director
Mark Griffith, Medical Coordinator

Medical Director Agreement

This agreement is entered into by and between **Michael Wilcox, MD**, (hereinafter "Physician") and the **Le Sueur County Sheriff's Training Center** (hereinafter "Service").

WHEREAS, The Service desires to provide emergency medical services and desires assistance in providing the following medical direction to the Service:

NOW THEREFORE, it is agreed that Physician will act as medical director for the **Le Sueur Sheriff's Training Center** and will provide the following consultation to the Service per Minnesota Statutes 144E.001 to 144E.33 and Minnesota Rules Chapter 4690.

144E.265 Sub. 1 [Requirements] A Medical Director shall:

1. Be currently licensed as a physician in this State;
2. Have experience in, and knowledge of, emergency care of acutely ill or traumatized patients;
3. Be familiar with the design and operation of local, regional, and State emergency medical service systems.

144E.265 Sub. 2 [Responsibilities] Responsibilities of the Medical Director shall include, but are not limited to:

1. Approving standards for training and orientation of personnel that impact patient care;
2. Approving standards on upgrading and purchasing equipment and supplies that impact patient care;
3. Establishing standing orders for pre-hospital care;
4. Approving triage, treatment, and transporting protocols;
5. Participating in the development and operation of continuous quality improvement programs including but not limited to, case review and resolution of patient complaints;
6. Establishing procedures for the administration of drugs; and
7. Maintaining the quality of care according to the standards and procedures established under clauses (1) to (6).

144E.265 Sub. 3 {Annual Assessment; Ambulance Service. Annually, the Medical Director or the Medical Director's designee shall assess the practical skills of each person on the ambulance service roster and sign a statement verifying the proficiency of each person. The statements shall be maintained in the licensee's files.

IT IS FURTHER AGREED, that the Service shall:

1. Implement the medical protocols and guidelines developed by Physician;
2. Report patient care problems and public complaints on patient care and transportation to Physician;
3. Report all proposals for the purchase of patient care equipment to Physician for evaluation and advice;
4. Give Physician access to copies of ambulance run reports for evaluation and review; and
5. Provide physician on a periodic basis with information on the number of personnel and their levels of training.

IT IS FURTHER AGREED, that the Service agrees to indemnify and hold Physician harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from any act of omission of the Service, its agents, employees, or contractors, except Physician, in the performance of their duties or in any way related to the failure to fully perform in respect to all obligation under the contract.

IT IS FURTHER AGREED, that the Physician agrees to indemnify and hold Service harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly from professional negligence on the part of the Physician in the performance of his duties under this contract.

IT IS FURTHER AGREED, that the parties intend that an independent contractor relationship will be established by this contract. Physician is not to be considered an agent or employee of Service for any purpose.

It is acknowledged by the parties that Physician may have access to confidential information concerning the Service, including names and addresses of the services, patients, and medical information provided by the Service, amounts paid for these services, the marketing program of the Service, and other information regarding the manner and methods of its operations.

Therefore, in consideration of the terms of this Agreement, Physician agrees that during the term of this Agreement and for a period of five years immediately following its termination, he will not:

use, give, or divulge to any person or entity anywhere located, any medical information, information regarding prices and fees, or other information or data acquired by Physician prior to or during the term hereof which is learned by Physician as part of performance of this Agreement and not as a part of the general experience and knowledge learned by Physician.

IT IS FUTHER AGREED, that the service agrees to pay the physician the sum of \$500 per year. Subject to change as agreed to by both parties.

IT IS FUTHER AGREED, that this contract may be terminated by either party if submitted in writing with minimum of a 90 day notice.

Physician further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on the subject of the services to be rendered by Physician as Medical Director for Ambulance Services & First Responder Agencies.

Dated this 1st Day of February, 2019

MN. 20837

Physician

Minnesota License #

Department

Chief/Director/President Signature



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 5

9:20 a. m. Jeff Neisen, IT Director

Staff Contact:

Neisen, Jeff

From: Stephanie Vick <stephaniev@SyntaxInc.com>
Sent: Thursday, February 28, 2019 12:04 PM
To: Neisen, Jeff; Scott Gierdal
Subject: RE: Syntax Follow Up

Hi Jeff,

If you were to renew by 3/22 this would be your savings options for 1, 2 and 3 year options:

| License Renewal + Early Renewal | Pre-tax subtotal | Savings | Pre-tax Total After Discount |
|---------------------------------|------------------|-------------|------------------------------|
| 3 Year | \$5,144.07 | \$ (411.53) | \$4,732.54 |
| 2 Year | \$3,429.38 | \$ (171.47) | \$3,257.91 |
| 1 Year | \$1,714.69 | \$ (51.44) | \$1,663.25 |

If you were to renew after 3/22 this is what your savings would look like (no discount offered for just a 1 year):

| License Renewal | Pre-tax subtotal | Savings | Pre-tax Total After Discount |
|-----------------|------------------|-------------|------------------------------|
| 3 Year | \$5,144.07 | \$ (360.08) | \$4,783.99 |
| 2 Year | \$3,429.38 | \$ (102.88) | \$3,326.50 |
| 1 Year | \$1,714.69 | \$ - | \$1,714.69 |

Let me know your thoughts and I will put together a formal quote with whichever option you choose.

Thanks,
Steph

Stephanie Vick



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 6

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

1. Maximus Agreement

Staff Contact:



February 21, 2019

Carol Blaschko
Finance Director
Le Sueur County
88 S. Park Avenue
Le Center, MN 56057-1644

Dear Ms. Blaschko:

MAXIMUS Consulting Services, Inc. is pleased to submit the attached contract. You may return the contract by e-mail or USPS. Instructions for both are provided below.

E-mail Return

Scan the signed contract to FSC-Operations@MAXIMUS.com. We will return a fully executed scan to the e-mail address from which it was received or an alternate provided by the County.

USPS

If you require an original hard copy of the fully executed contract sign and return via regular mail to:

MAXIMUS Consulting Services, Inc.
Shared Services Center
CONTRACTS
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236

MAXIMUS will return the document to the address noted in the contract unless otherwise instructed. Please provide a contact name to receive the package.

We look forward to continuing our work with Le Sueur County.

Sincerely,

Michael Holmes
Vice President
MAXIMUS Consulting Services, INC.

MH/tmb
Attachment - Contract

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant") and Le Sueur County, Minnesota ("Client"), individually a "party" and collectively the "parties." In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on May 20, 2019 ("Effective Date") and shall remain in effect until March 31, 2022, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
 - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other.
 - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

MAXIMUS Professional Consulting Services Agreement – last updated December 8, 2018

Proprietary & Confidential

Page 1 of 6

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$14,400.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

10. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
11. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Agency: Le Sueur County, Minnesota
Address: 88 S. Park Avenue
Le Center, MN 56057-1644
Phone: 507.357.8223
Email: cblaschko@co.le-sueur.mn.us

MAXIMUS Consulting Services, Inc.
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236
804-323-3535
fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

12. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

13. Miscellaneous.

- a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
- b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
- d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
- f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Le Sueur County, Minnesota

By: _____

Name: _____

Title: _____

Date: _____

MAXIMUS Consulting Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Services
MN CO Le Sueur CAP 18-20

Description of Services:

- (1) Development of a Central Services Cost Allocation Plan. The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the year 2018, 2019 and 2020 and will be prepared in 2019, 2020 and 2021.
- (2) Plan Contents, Consulting Staffing and Client Participation. Each plan will contain a determination of the allowable costs of providing each supporting service, such as: purchasing, personnel, disbursement processing etc. Consultant staff will analyze all data required, perform all cost allocation calculations and complete the cost allocation plan in a form ready for submission for Federal and State approval. Client personnel involvement will be limited to locating and providing access to accounting and payroll records, answering questions to enable the Consultant to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Consultant to determine appropriate allocation of costs across Client programs.
- (3) Negotiation. Negotiation of the completed cost allocation plan with the appropriate Federal and State representatives that may be required.
- (4) Instruction and Monitoring. Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Consultant will monitor the progress of Client claims to insure the Client receives recoveries due it.
- (5) Consultant agrees to present annual cost allocation plan results to the County Board if requested by Client.

EXHIBIT B
Compensation
MN CO Le Sueur CAP 18-20

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400). Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

| | |
|------------------|---------|
| Fiscal Year 2018 | \$4,800 |
| Fiscal Year 2019 | \$4,800 |
| Fiscal Year 2020 | \$4,800 |



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 7

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 8

Future Meetings

Staff Contact:

Future Meetings March - April 2019

March

| | |
|--------------------------------------|--|
| Tuesday, March 5 | Board Meeting, 9:00 a.m. *SCORE Funding Work Session after Board Meeting |
| Thursday, March 14 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Tuesday, March 19 | Board Meeting, 9:00 a.m. |
| Thursday, March 21 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, March 26 | Board Meeting, 9:00 a.m. |
| Friday, March 29th | 10:00 a.m. Le Sueur – Rice JD63 Minor Alteration Petition Hearing (Commissioners Gliszinski, O’Keefe and Wetzel) 11:00 a.m. Le Sueur County Ditch 40 Minor Alteration Petition Hearing (all Commissioners) **Both hearings to be held at the Le Sueur County Courthouse in the Commissioner’s Room. |

April

| | |
|---------------------------|---|
| Tuesday, April 2 | Board Meeting, 9:00 a.m. *Reminder: CHB Meeting, 1:00 p.m. in Waterville |
| Thursday, April 11 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Tuesday, April 16 | Board Meeting, 9:00 a.m. |
| Thursday, April 18 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, April 23 | Board Meeting, 9:00 a.m. |



Le Sueur County, MN

Tuesday, March 5, 2019

Board Meeting

Item 9

Work Session after the Board Meeting: SCORE Funds

Staff Contact: