



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

BOARD OF COMMISSIONERS *Regular Board Meeting Agenda*

Tuesday, December 2, 2025

9:00 AM

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Public Comment Period: 8:45 a.m.

<i>Agenda Item #</i>		<i>Agenda Time:</i>
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:02
4	Potential Consent Items	9:03
4.1	Meeting Minutes - November 18th, 2025	
4.2	Resignation - Administrative Assistant II - Bilingual - Maria Vazquez Botello 11/04/2025	
4.3	Hire Susan Thoennes FT Admin Assistant Start date: TBD	
4.4	Gambling Permit - NWTF Struttin Blackbeards 02/07/2026	
4.5	Gambling Permit - Staples Sportsmens Club 03/14/2026	
5	County Auditor-Treasurer	9:05
5.1	Commissioner Warrants	
5.2	Health & Human Services Commissioner Warrants	
5.3	Health & Human Services SSIS Warrants	
6	Ditch/Ag Inspector	9:10
6.1	Hold Harmless Agreement application - Ditch Maintenance - County Ditch 33	
7	Public Works	9:15
7.1	2025 Budget Amendment Request (Capital Expenditure)	
7.2	Resolution of Support for LRIP Funding for Birchdale Township	
8	County Attorney	9:20
8.1	Board Ratification Statement MnCCC & STI for MCAPS	
9	Planning & Zoning	9:25
9.1	Brown Bear North Final Plat	
9.2	Sauk River FY2024 WBIF Work Plan Amendment	
10	Health & Human Services	9:30
10.1	Accounting Contract	

Standing Reports

County Auditor-Treasurer Report

County Attorney Report

County Coordinator's Report

County Commissioners' Report

Recess

*Commissioners may be in the Commissioner's Board Room prior to the board meeting proceedings.
The County Board will open the meeting at the posted time and reserves the right to alter the agenda schedule for business needs.*



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-01
Agenda Topic Title for Publication:		Meeting Minutes Approval - November 18th, 2025
Date of Meeting: December 2 nd , 2025		Agenda Time Requested: <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Minutes for the following meetings are attached: November 18 th , 2025		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Todd County Board of Commissioner's Meeting Minutes for November 18 th , 2025 as presented.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

*Minutes of the Meeting of the Todd County Board of Commissioners held on
November 18th, 2025*

Call to Order

The Todd County Board of Commissioners met in the Commissioner's Board Room in the City of Long Prairie, MN on the 18th day of November, 2025 at 9:00 AM. The meeting was called to order by Chairperson Byers. The meeting was opened with the Pledge of Allegiance. All Commissioners were present.

Approval of Agenda

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: To adopt the agenda as presented with the addition of item 8.0 Paving of County Road #81 in Calendar Year 2026 and removal of item 4.3 Resignation – Administrative Assistant II – Bilingual.

Consent Agenda

On motion by Noska and second by Denny, the following motions were introduced and adopted by unanimous vote:

To approve the Todd County Board of Commissioner's Meeting Minutes for November 4th, 2025 as presented.

GAMBLING PERMIT – NWTF CENTRAL MN GOBBLERS CHAPTER

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the NWTF Central MN Gobblers Chapter through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the NWTF Central MN Gobblers Chapter to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address of 19281 Kotter Road, Clarissa, MN on March 21st, 2026.

Auditor-Treasurer

On motion by Neumann and second by Becker, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Commissioner Warrants number (ACH) 404185 through 404212 in the amount of \$105,004.06 and (Regular) 59361 through 59398 in the amount of \$42,161.82 for a total of \$147,165.88.

On motion by Denny and second by Noska, the following motion as introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services Commissioner Warrants number (ACH) 807016 through 807066 and (Regular) 713570 through 713611 for a total of \$102,509.79.

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous rollcall vote: To approve the Health & Human Services SSIS Warrants number (ACH) 601850 through 601865 and (Regular) 518690 through 518714 for a total amount of \$108,406.55.

USDA Wildlife Services

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: To approve the renewal of the Work Initiation Document between USDA Wildlife Services and Todd County and authorize the Board Chair to sign the documents.

Ditch/Ag Inspector

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: to accept the 2026 County Agricultural Inspector Grant from the MDA, and authorize the CAI to sign the Grant Award Contract for and on behalf of Todd County.

On motion by Neumann and second by Denny, the following motion was introduced and adopted by unanimous vote: Acting as Ditch Authority, acknowledge receipt of a HHA application from Cory Larson to maintain approximately 1,876 feet of County Ditch 33, on parcels 20-003300 & 20-0032900, located in Reynolds Township section 29.

Public Works

Discussion was held regarding agenda item 8.0 Paving of County Road #81 in Calendar Year 2026 which proposed the following resolution:

WHEREAS, the proposal of paving of Todd County Road #81 has been studied since the 1990s, and;

WHEREAS, Todd County Road #81 has been widened and graveled in preparation for paving in the 2000s, and;

WHEREAS, Todd County Road #81 is a vital roadway for Todd County's residents, and;

WHEREAS, the residents have filed a *Todd County Road Paving Request Petition* to upgrade the existing aggregate surface of County Road #81 to a paved asphalt surface, and;

WHEREAS, the Todd County Board of Commissioners implemented the 0.5% Transportation Sales and Use Tax to fund county road projects for the betterment of Todd County's citizens.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners hereby order that the paving of Todd County Road #81 be prioritized and scheduled to construct in the Calendar Year 2026 with funding supported by but not limited to the Transportation Sales and Use Tax.

On motion by Noska, this proposed resolution was tabled to the December 2, 2025 Work Session.

On motion by Denny and second by Becker, the following resolution was introduced and adopted by unanimous vote:

Resolution of Support for Local Road Improvement Program Funding for the City of Clarissa

WHEREAS, Minnesota Cities can apply for funding support for transportation infrastructure projects on City Streets as part of the Minnesota Department of Transportation's Local Road Improvement Program which has approximately \$47,000,000 in bond funds (with a cap of \$1,500,000 per project) available for constructing or reconstructing local roads in Fiscal Years 2026-2028, and;

WHEREAS, Local Road Improvement Program Funds can be used for reasonable elements associated with roadway construction activity and that all other costs associated with project development and delivery need to be funded by Local City Funds, and;

WHEREAS, funding may be requested for city projects that will reconstruct routes that have regional significance (Routes of Regional Significance Account), and;

WHEREAS, Cities are required to have a county sponsor in order to apply for funding and the City of Clarissa has requested Todd County sponsorship by Resolution 10202025, and;

WHEREAS, the City of Clarissa understands that it will be responsible for all costs not covered by LRIP including but not limited to consultant engineering, right of way acquisition, construction administration and inspection, utility construction, as well as construction costs above the LRIP grant selection amount, and;

WHEREAS, the City of Clarissa has agreed to maintain such improvements for the lifetime of the improvements, and;

WHEREAS, the City of Clarissa requests support for submitting the following project for State of Minnesota Local Road Improvement Program Funding as a Route of Regional Significance:

Bridge Street: from 340th Street/South City Limits to Pleasant Avenue, from Anne Avenue to Leslie Avenue, and From Mill Avenue to North City Limits

A Bituminous Reconditioning Project

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby support the City of Clarissa in their Local Road Improvement Program Application and that Todd County agrees to act as the project sponsor for the project should the township be selected for LRIP funds, and that such sponsorship shall include the following responsibilities:

- #1 - Serve as the fiscal agent on behalf of the City of Clarissa
- #2 - Request a state aid project number for the project
- #3 - Ensure the project meets milestones and dates for scheduled completion
- #4 - Assist the City in execution of any grant agreement
- #5 - Assist in the development, review and approval of the construction plan
- #6 - Ensure that required environmental documents and permits are received, and requirements are followed
- #7 - Submit plan, engineers estimate, and proposal to the District State Aid Engineer
- #8 - Advertise/let/award the project in accordance with state aid procedures
- #9 - Submit the State Aid Pay Requests and project grant progress reports to the District State Aid Engineer
- #10 - Communicate progress and updates with the District State Aid Engineer
- #11 - Ensure that the project receives adequate supervision and inspection to ensure that project is completed in conformance with approved plans and specifications
- #12 - Assist with project close out and final contract documents
- #13 - Retain project documents in accordance with document retention schedule

On motion by Noska and second by Denny, the following resolution was introduced and adopted by unanimous vote:

Todd County State Aid Highway 5 Recommendation for Minnesota Local Road Improvement Program

WHEREAS, Minnesota Counties can apply for funding support for transportation infrastructure projects on local roads as part of the Minnesota Department of Transportation's Local Road Improvement Program which has approximately \$47,000,000 in bond funds (with a cap of \$1,500,000 per project) available for constructing or reconstructing local roads in Fiscal Years 2026-2028, and;

WHEREAS, Local Road Improvement Program Funds can be used for reasonable elements associated with roadway construction activity and that all other costs associated with project development and delivery need to be funded by either a combination of State Aid Highway Funds or Local County Levy Funds, and;

WHEREAS, funding may be requested for projects that will reduce traffic crashes on rural County State Aid Highways and County Roads (Rural Road Safety Account), reconstruct routes that have regional significance (Routes of Regional Significance Account), or for the local share of a trunk highway project (Trunk Highway Corridor Account), and;

WHEREAS, County State Aid Highway 5 is considered a regionally significant route because it not only provides an alternate connection route between the communities of Browerville and Long Prairie but also provides direct connection to various large rural farming operations and the Todd County Demolition Landfill, and;

WHEREAS, the Todd County Public Works Department recommends that the following project be submitted for State of Minnesota Local Road Improvement Program Funding in Fiscal Year 2027 as a Route of Regional Significance:

Todd County State Aid Highway 5 from 6th Avenue in Long Prairie to County State Aid Highway
14

A Bituminous Reclamation and Resurfacing Project with Centerline Pipe Replacements & Aggregate
Shouldering

and;

WHEREAS, this project is listed on the Todd County Public Works Department Proposed Five Year Construction Plan and funding through the Local Road Improvement Program will help address existing roadway deficiencies such as by replacing the deteriorated pavement surface, replacing deficient centerline culverts and upgrading adjacent low shoulders.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby support the recommendation of the Todd County Public Works Department for submitting a State of Minnesota Local Road Improvement Program Funding Application of \$1,300,000 (50% Share) for a Fiscal Year 2027 Construction Project located County State Aid Highway 5 on from 6th Avenue in Long Prairie to County State Aid Highway 14.

BE IT FURTHER RESOLVED, that the Todd County Board of Commissioners does hereby agree to pay all additional costs associated with the County Road 5 Project that are beyond the Local Road Improvement Program Grant and agrees to maintain all construction improvements made on County State Aid Highway 5 that are funded by the Local Road Improvement Program.

On motion by Denny and second by Noska, the following resolution was introduced and adopted by unanimous vote:

2030 AREA TRANSPORTATION IMPROVEMENT PLAN NOMINATION – CSAH 24 PROJECT

WHEREAS, the Central Minnesota Area Transportation Partnership (ATP) annually solicits projects for State Transportation Improvement Program (STIP) funding which provides for improvements to the transportation systems, with money requests being project specific, and;

WHEREAS, project nominations must meet eligibility guidelines and qualifying criteria as established by the Central Area Transportation Partnership, and;

WHEREAS, the Todd County Public Works Department recommends that the following project be submitted and nominated for inclusion in the 2030 Area Transportation Improvement Plan, which is a prioritized list of transportation projects that the Central Minnesota Partnership recommends for inclusion in the State Transportation Improvement Plan (STIP),

County State Aid Highway 24 – from the Ottertail County Line to US Highway 71

SP 077-624-02X: Bituminous Reclamation & Surfacing, Aggregate Shouldering, and Pavement Striping Project

, and; **WHEREAS**, this project is listed on the Todd County Public Works Department Proposed Five Year Construction Plan.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby support the recommendation of the Public Works Department for submittal and nomination of the above noted project and requests said project be included in the State Fiscal Year 2030 Area Transportation Improvement Plan.

On motion by Becker and second by Denny, the following resolution was introduced and adopted by unanimous vote:

2026 Master Bridge Priority Replacement List

WHEREAS, Todd County has determined that the attached list of bridge on County State Aid Highways, County Roads, Township Roads, and Municipal Streets are either listed as structurally deficient or are a high priority for removal and replacement within the immediate future, and;

WHEREAS, local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road system, and;

WHEREAS, State support for the replacement of bridges continues to be crucial to maintaining the integrity of the local road system and is necessary funding source for the County, Townships, and Municipalities to proceed with replacements of the bridges on the attached list, and;

WHEREAS, Todd County intends to proceed with the replacement of these bridges as soon as either State Transportation Bond Funds or State Townbridge Funds become available.

NOW, THEREFORE BE IT RESOLVED, that Todd County commits that it will proceed with the replacement of these listed bridges immediately after being notified of the availability of State Transportation Bond Funds or State Townbridge Funds.

On motion by Denny and second by Noska, the following motion was introduced and adopted by majority vote with Commissioner Becker against: Purchase the used 1984 Ford Firetruck from the City of Clarissa for \$4,200.00.

On motion by Noska and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve the attached State Bid quote from Karl Automotive Group of Ankeny, Iowa for the purchase of a 2026 Chevrolet Silverado 1500 Truck for \$49,532.10.

On motion by Denny and second by Noska, the following motion was introduced and adopted by unanimous vote: Approve the attached State Bid quote from Farm-Rite Equipment of Long Prairie, Minnesota for the purchase of a 72" Drum Mulcher Attachment for \$48,497.00.

On motion by Becker and second by Neumann, the following motion was introduced and failed by majority vote with Commissioner Becker and Neumann for and Commissioner Byers, Denny and Noska against: To deny the proposed Budget Request Form to amend \$18,300 within Fund 03 Public Works 2025 Budget.

County Sheriff

On motion by Becker and second by Neumann, the following motion was introduced and adopted by unanimous vote: Accept the Sourcewell Impact Funds-Public Safety Grant to purchase Motorola portable radios (10) for the approximate cost of \$50,000.

Planning & Zoning

On motion by Becker and second by Noska, the following motion was introduced and adopted by unanimous vote: Adoption of the Crow Wing River Comprehensive Watershed Management Memorandum of Agreement for Implementation of the Plan.

On motion by Neumann and second by Noska, the following motion was introduced and adopted by unanimous vote: Adopt the findings of the Planning Commission and approve the preliminary plat with no conditions.

The November 2025 Planning Commission draft minutes and staff report were provided as an informational item for the Board to review and discuss.

Soil & Water

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Approval of the 2026/2027 Feedlot Program Delegation Agreement and Work Plan as presented.

Health & Human Services

On motion by Noska and second by Becker, the following motion was introduced and adopted by unanimous vote: Approve the 1/1/2026 to 12/31/2026 contract for Rural MN CEP to provide MFIP and DWP Employment Services.

On motion by Becker and second by Denny, the following motion was introduced and adopted by unanimous vote: Approve STEP Purchase of Service and Host County contract renewal.

County Auditor-Treasurer's Report

The County Auditor-Treasurer reported the Ag Tax collection period closed as of yesterday, the preliminary FY2025 audit season has begun with CLA coming on site in December, reminded the TNT hearing is set for December 2nd, 2025 at 6pm and notice has been received for a special election event for Osakis School District to be held on February 10th, 2026.

County Coordinator's Report

The County Coordinator reported that open enrollment closes today and attended the fall road, TWCC, Dept Head, Paycom, SWCD and Facilities meetings.

County Commissioner's Report

The Commissioners reported on meetings and events attended.

Commissioner Becker extended thanks to all for their support during her recent surgery and attended the Facilities meeting.

Commissioner Denny has attended meetings including the Fall Road and Township concerns.

Commissioner Noska has attended meetings including the Ag Society, TWCC, Emergency Management Plan and TCDC.

Commissioner Byers attended meetings including the Fall Road, Personnel, TCDC and SWCD.

Commissioner Neumann attended meetings including the Fall Road, CMCOA, Solid Waste, JD2, and CPT Workgroup.

Adjourn

On motion by Neumann and second by Becker, the meeting was adjourned for the November 2025.

COMMISSIONER WARRANTS

VENDOR NAME	AMOUNT
A.W. RESEARCH LABORATORIES, INC.	\$ 2,935.00
AMAZON CAPITAL SERVICES	\$ 12,243.53
LONG PRAIRIE LEADER	\$ 3,132.00
MCCC, MI33	\$ 2,771.40
METAL CULVERTS INC.	\$ 28,836.10
MINNESOTA POLLUTION CONTROL AGENCY	\$ 25,942.25
NOW MICRO INC	\$ 6,300.00
ST CLOUD ACOUSTICS INC	\$ 4,500.00
TRUENORTH STEEL INC	\$ 41,130.80
ZIEGLER INC	\$ 3,895.78
56 PAYMENTS LESS THAN 2000	\$ 15,479.02
Total:	\$ 147,165.88



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HEALTH & HUMAN SERVICES WARRANTS

VENDOR NAME	AMOUNT
DHS - SWIFT	\$ 32,455.46
RURAL MN CEP INC	\$ 24,843.49
TODD COUNTY ATTORNEY'S OFFICE	\$ 2,025.00
83 PAYMENTS LESS THAN 2000	\$ 38,460.73
PRAIRIE RIDGE INN	\$ 2,007.73
6 PAYMENTS LESS THAN 2000	\$ 2,717.38
Total:	\$ 102,509.79

VENDOR NAME	AMOUNT
# 17598	\$ 4,411.88
# 17950	\$ 3,533.69
HEARTLAND GIRLS RANCH	\$ 11,139.23
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 3,480.05
LUTHERAN SOCIAL SERVICE OF MN - ST PAUL	\$ 3,844.62
NORTH HOMES CHILDREN & FAMILY SRVS	\$ 29,681.26
# 15442	\$ 2,365.92
STEP	\$ 6,673.12
# 16359	\$ 2,242.54
VALLEY LAKE BOYS HOME INC	\$ 20,336.00
31 PAYMENTS LESS THAN 2000	\$ 20,698.24
Total:	\$ 108,406.55



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Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20251202-02
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	

Agenda Topic Title for Publication:	Resignation - Administrative Assistant II - Bilingual - Maria Vazquez Botello
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Date of Meeting: 12/02/2025	Agenda Time Requested: 5 min	<input checked="" type="checkbox"/> Consent Agenda
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Organization / Department Requesting Action: Health & Human Services
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Person Presenting Topic at Meeting: Jackie Och (consent item)

Background: Supporting Documentation enclosed <input type="checkbox"/>

Maria Vazquez Botello has resigned from her position as Administrative Assistant II - Bilingual in the Community Health Unit, effective November 4 th , 2025.
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Options:

1. Approve the resignation of Administrative Assistant II - Bilingual Maria Vazquez Botello, effective November 4th, 2025.
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2. Not approve.

Recommendation:

The Todd County Board of Commissioners approves the following by Motion:
--

Approve the resignation of Administrative Assistant II - Bilingual Maria Vazquez Botello, effective November 4th, 2025.

Additional Information:	Budgeted:	Comments
Financial Implications: \$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source(s): 21- Public Health		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

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

Seal



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Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report	20251202-03
<input type="checkbox"/> Discussion	<input type="checkbox"/> Resolution	
<input type="checkbox"/> Information Item	<input type="checkbox"/> Other	
Agenda Topic Title for Publication:		Hire Susan Thoennes FT Admin Assistant
Date of Meeting: 12/02/2025		Agenda Time Requested: <input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Sheriff's Office		
Person Presenting Topic at Meeting: Sheriff Allen		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
An interview process was completed and Susan Thoennes was selected as the best fit for our Administrative Assistant position.		
Options:		
1- Hire Susan Thoennes for the FT Admin Assistant position		
2- Do not hire Susan Thoennes FT Admin Assistant		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Hire Susan Thoennes for our FT Admin Assistant at the wage of \$24.24 Grade 5/E step B start date TBD.		
Additional Information:		Budgeted:
Financial Implications: \$		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source(s):		
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
Official Certification		
STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



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<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-04
Agenda Topic Title for Publication:		Gambling Permit - NWTF Struttin Blackbeards
Date of Meeting: December 2 nd , 2025	Agenda Time Requested:	<input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
Application has been filed in the Auditor-Treasurer's Office		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for the NWTF Struttin Blackbeards to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address of 19281 Kotter Rd, Clarissa, MN on February 7, 2026.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



GAMBLING PERMIT – NWTF STRUTTIN BLACKBEARDS

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the NWTF Struttin Blackbeards through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the NWTF Struttin Blackbeards to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address 19281 Kotter Road, Clarissa, MN on February 7th, 2026.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-05
Agenda Topic Title for Publication:		Gambling Permit - Staples Sportsmens Club
Date of Meeting: December 2 nd , 2025		Agenda Time Requested: <input checked="" type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
Application has been filed in the Auditor-Treasurer's Office		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve a gambling permit for the Staples Sportsmens Club to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address of 19281 Kotter Road, Clarissa, MN on March 14th, 2026.		
Additional Information:		Budgeted:
Financial Implications: \$ Funding Source(s):		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
		Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
Official Certification		
STATE OF MINNESOTA} COUNTY OF TODD} I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal



GAMBLING PERMIT – STAPLES SPORTSMENS CLUB

WHEREAS, the Todd County Board of Commissioners are establishing their approval for a Gambling Permit for the Staples Sportsmens Club through this resolution;

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners approve a Gambling Permit for the Staples Sportsmens Club to hold a raffle event at the Clarissa Ballroom in Eagle Valley Township at the address 19281 Kotter Road, Clarissa, MN on March 14th, 2026.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-06
Agenda Topic Title for Publication:		Approve Commissioner Warrants
Date of Meeting: December 2nd, 2025	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printout has been sent to the Commissioners and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Commissioner Warrants number (ACH) 404213 through 404236 in the amount of \$69,503.30 and (Regular) 59399 through 59425 in the amount of \$57,162.39 for a total of \$126,665.69.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

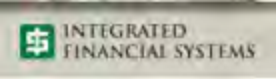
Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

**** Todd County ****
WARRANTS FOR PUBLICATION



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 12/02/2025 For Payment 12/05/2025

<u>Vendor Name</u>	<u>Amount</u>
APPLIED CONCEPTS INC	12,884.50
BUTTWEILER'S DO ALL	4,972.00
CHAMBERLAIN OIL COMPANY	3,260.13
HENNEN FLOOR COVERING INC	3,958.55
INNOVATIVE OFFICE SOLUTIONS, LLC	2,160.08
INTRADYN	2,166.66
LONG PRAIRIE LEADER	21,964.50
M-R SIGN COMPANY INC	12,736.69
METAL CULVERTS INC.	28,397.00
NUSS TRUCK & EQUIPMENT	19,925.31
41 Payments less than 2000	14,240.27
Final Total:	126,665.69



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-07
Agenda Topic Title for Publication:		Health & Human Services Commissioner Warrants
Date of Meeting: December 2 nd , 2025		Agenda Time Requested: 2 minutes <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services Commissioner Warrants number (ACH) 807067 through 807083 and (Regular) 713612 through 713632 for a total of \$18,285.92.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



WARRANTS FOR PUBLICATION
Warrants Approved On 12/02/2025 For Payment 12/05/2025

<u>Vendor Name</u>	<u>Amount</u>
34 Payments less than 2000	12,718.19
Final Total:	12,718.19

**** Todd County ****
WARRANTS FOR PUBLICATION



Cutoff 2000
Report Sequence: 1 - Vendor Name



WARRANTS FOR PUBLICATION
Warrants Approved On 12/02/2025 For Payment 12/05/2025

<u>Vendor Name</u>	<u>Amount</u>
BRENNY FUNERAL CHAPEL	3,500.00
3 Payments less than 2000	2,067.73
Final Total:	5,567.73



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-08
Agenda Topic Title for Publication:		Health & Human Services SSIS Warrants
Date of Meeting: December 2 nd , 2025		Agenda Time Requested: 2 minutes <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Auditor-Treasurer		
Person Presenting Topic at Meeting: Denise Gaida, County Auditor-Treasurer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Printouts have been sent for Commissioners to review and Warrants for Publication are attached.		
Options:		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: To approve the Health & Human Services SSIS Warrants number (ACH) 601866 through 601873 and (Regular) 518715 through 518732 for a total amount of \$75,763.56.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

Warrants for Publication

Payment Date:

12/5/2025

Approval Date:

12/2/2025

<u>Vendor name or #</u>	<u>Amount</u>
COMMUNITY AND FAMILY SRVS LLC	3418.75
GREATER MN FAMILY SRVS INC	4994.65
LUTHERAN SOCIAL SERVICES OF MN - ST PAUL	3998.55
GUARDIANSHIP OPTIONS	
NEXUS-KINDRED FAMILY HEALING	2739.87
NORTHERN PINES MENTAL HLTH CTR INC	2509.00
PRAIRIE LAKES YOUTH PROGRAMS	13950.00
VILLAGE RANCH INC	33874.61
	\$10,278.13
	19 Pymts less than \$2000
Final Total	\$75,763.56



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-09
Agenda Topic Title for Publication:		Hold Harmless Agreement application - Ditch Maintenance - County Ditch 33
Date of Meeting: December 2, 2025	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Ditch/Ag Inspector		
Person Presenting Topic at Meeting: Nancy Uhlenkamp CDI		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Attachment 1 - Resolution Attachment 2 - Hold Harmless Agreement Application Attachment 3 - Aerial photo Attachment 4 - Project pictures		
Options:		
Approve the HHA Do Not Approve the HHA		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Acting as Ditch Authority, approves a Hold Harmless Agreement application from Cory Larson to maintain approximately 1,876 feet of the Main ditch on County Ditch 33, on parcels 20-003300 & 20-0032900, located in Reynolds Township section 29. This project will be done at Cory's own expense.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
Official Certification		
STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal

TODD COUNTY DITCH AUTHORITY

Hold Harmless Agreement for Ditch Maintenance – County Ditch 33

WHEREAS, Cory Larson is requesting to maintain approximately 1,876 feet of CD33 located in Reynolds Township, section 29. A Hold Harmless Agreement has been signed and submitted to the Ditch Authority, an onsite inspection has been done, and;

WHEREAS, there was a November 2012 Hold Harmless Agreement done for this same section of ditch. The DNR gave their input at that time, on what was allowed to be cleaned, to protect the water level of an unnamed water basin on this section of ditch, and;

WHEREAS, applicant is allowed to maintain the drainage ditch to the original width and depth. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Spoil may be side cast and leveled, staying within 16 ½ feet of the ditch, or moved to an approved upland site, and;

WHEREAS, Unnamed Basin 77-173W is in the maintenance area. Per the DNR, excavation of the outlet channel of this water body cannot alter the natural runout elevation. In order to maintain this elevation, a permanent grade control structure may need to be installed. If the landowner or his contractor cause drainage of the water body which results in a DNR violation, the landowner will be responsible for the costs involved with restoration of the basin. If the landowner refuses to complete the restoration, the Ditch Authority will hire the work done and assess the cost only to parcels 20-0032900 & 20-0033000.

NOW, THEREFORE BE IT RESOLVED, the Todd County Ditch Authority gives permission to Cory Larson to maintain a portion of CD33 located on parcels 20-0032900 & 20-0033000. The maintenance will be done on his own property at his own expense.

HOLD HARMLESS AGREEMENT

For County Ditch Maintenance/ Repair

Whereas, Cory Larson requests permission of the Todd County Ditch Authority to maintain/repair a portion of County Ditch No. 33 that runs through his/her property at his/her own expense:

Legal description to read as follows:

Parcel number 20-0033000 / 20-0032900

20-0033000 - SE4 SE4 40 acres

20-0032900 - NE4 SE4 40 acres

Section 29 Township 129 Range 34

Proposed Project Description:

☒ Ditch Maintenance – length of ditch 1,876 ft

☐ Private crossing installation/replacement

Include map of project location and project plans

Maintain and clean CD33 to original width and depth.

Applicant will have one year from the date of this application approval to complete the proposed project.

Person/Contractor name doing work: _____

Address: _____

Contact phone #'s _____

Whereas, applicant is allowed to maintain the drainage ditch to the original width, depth, and grade. An improvement by lowering or widening the ditch bottom is not allowed. Sediment and vegetation can only be removed to the extent of the original ditch bottom elevation. Culverts can be replaced at the existing elevation. Spoil must be side cast and leveled. This work will be done at applicant's own expense.

Whereas, APPROVAL OF THIS HOLD HARMLESS AGREEMENT ONLY APPLIES TO THE COUNTY DITCH AUTHORITY (MN Rule Chapter 103E). Permits from local, state and federal agencies may be required. Before commencing work in or near wetlands, the application form for Water/Wetland Project must be filled out and mailed to the appropriate agencies; 1. Todd Soil, Water, Conservation, Development Division, 2. Army Corps of Engineers, 3. MN DNR Division of Waters, 4. Sauk River Water Shed District (if in dist.) 5. Board of Water Soil Resources.

Whereas, said applicant will not do any cleaning/repair of said ditch until approval is received from all agencies. Applicant will notify County Ditch Inspector the day work begins and the day work ends.

Whereas, the applicant and/or contractor agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the applicant, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the applicant or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

I do hereby agree to the above terms, I agree to hold the County harmless and indemnify it and follow all the rules and regulations.

Dated: 11-10-25

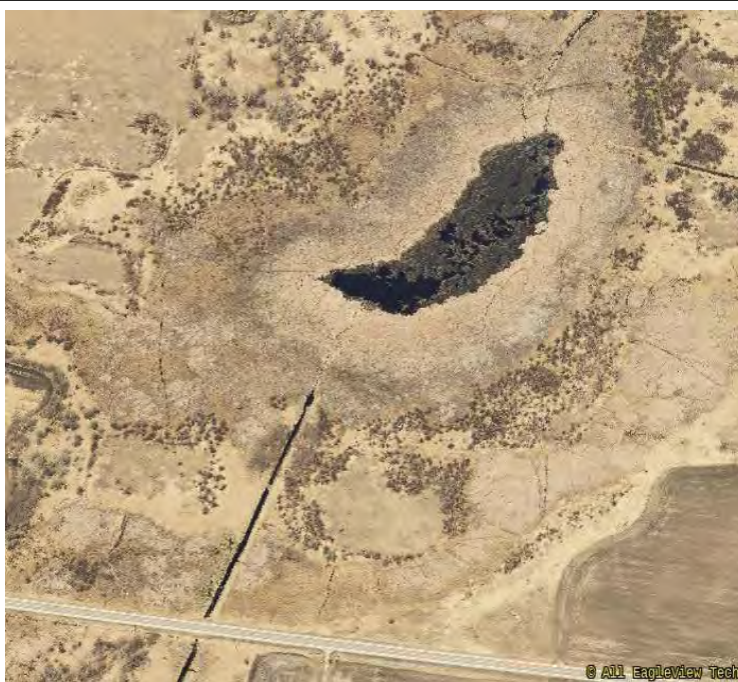
Applicant Signature: Cory Larson

Phone Number: 320-760-0061

**County Ditch 33 – Hold Harmless Agreement
Cory Larson - Parcels 20-0032900 & 20-0033000
Commissioner Board Meeting – December 2, 2025**

Ditch line previously cleaned in 2012-2013. 2023 Aerial photos showing what was not cleaned at the inlet and outlet of Unnamed Basin 77-173W

South of basin



North of basin



2023 photo north of County Road 10





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-10
Agenda Topic Title for Publication:		2025 Budget Amendment Request (Capital Expenditure)
Date of Meeting: 12/02/2025	Agenda Time Requested: 2 minutes	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works		
Person Presenting Topic at Meeting: Loren Fellbaum, Todd County Engineer		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
See attached Budget Request Form		
Options:		
#1 Approve attached Budget Request Form		
#2 Do not approve attached Budget Request Form		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve attached Budget Request Form to amend \$18,300 within Fund 03 Public Works 2025 Budget.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 18,300 Funding Source(s): 03- Public Works	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •**Budget Request Form****Action Requested:** *(select one)*☒ Budget Amendment *(Complete Section A)* ☐ Carryover *(Complete Section A)* ☐ Purchase *(Complete Section B)***County Department: Public Works**

Section A:		Budget Year: 2025 Carryover to Budget Year:	
Transfer from	(Description)	Amount	Transfer to (Description)
03-310-000-0000-6506	(Crack Filling)	\$11,000.00	03-330-000-0000-6604 (Capital Expenditures)
03-310-000-0000-6504	(Road Striping)	\$7,300.00	03-330-000-0000-6604 (Capital Expenditures)
- - - -	()	\$	- - - - ()
- - - -	()	\$	- - - - ()
- - - -	()	\$	- - - - ()
Total:		\$18,300.00	

Section B:		
Purchase Line Item	Amount	Vendor
(Description)		
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
- - - - ()	\$	
Total	\$	

Purpose and/or Description of Purchase, Documentation of Bid Process *Supporting Documentation enclosed* ☐

Due to some additional capital expenditures that recently came available for purchase we would like to amend the 2025 Capital Expenditure budget to meet the financial needs to purchase the used Firetruck & Mulcher. Therefore, the Public Works Department is requesting to amend the 2025 budget by increasing the Capital Expenditure budget line item by \$18,300, and by reducing the Crack Filling budget & Road Striping budget line items as shown above.

Budget Request Authorization

		Signature	Date
Department Head: Loren Fellbaum, County Engineer	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Loren Fellbaum</i>	11-07-2025
County Auditor-Treasurer Denise Gaida	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Denise Gaida</i>	11-13-2025
Board Chairperson: Bob Byers	<input type="checkbox"/> Approved <input type="checkbox"/> Denied		



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-11
Agenda Topic Title for Publication:		Resolution of Support for LRIP Funding for Birchdale Township
Date of Meeting: 12/02/2025		Agenda Time Requested: 5 minutes <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Public Works & Birchdale Township		
Person Presenting Topic at Meeting: Loren Fellbaum- County Engineer & Birchdale Township Board Member		
Background: Supporting Documentation enclosed <input type="checkbox"/>		
See attached resolution for background information.		
Options:		
#1 Approve attached resolution.		
#2 Do not approve attached resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve attached Resolution of Support for Local Road Improvement Program Funding for Birchdale Township.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0.00 Funding Source(s): N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

Resolution of Support for Local Road Improvement Program Funding for Birchdale Township

WHEREAS, Minnesota Townships can apply for funding support for transportation infrastructure projects on Township Roads as part of the Minnesota Department of Transportation's Local Road Improvement Program which has approximately \$47,000,000 in bond funds (with a cap of \$1,500,000 per project) available for constructing or reconstructing local roads in Fiscal Years 2026-2028, and;

WHEREAS, Local Road Improvement Program Funds can be used for reasonable elements associated with roadway construction activity and that all other costs associated with project development and delivery need to be funded by Local Township Funds, and;

WHEREAS, funding may be requested for city projects that will reconstruct routes that have regional significance (Routes of Regional Significance Account), and;

WHEREAS, Townships are required to have a county sponsor in order to apply for funding and Birchdale Township has requested Todd County sponsorship by Resolution, and;

WHEREAS, Birchdale Township understands that it will be responsible for all costs not covered by LRIP including but not limited to consultant engineering, right of way acquisition, construction administration and inspection, utility construction, as well as construction costs above the LRIP grant selection amount, and;

WHEREAS, Birchdale Township has agreed to maintain such improvements for the lifetime of the improvements, and;

WHEREAS, Birchdale Township requests support for submitting the following project for State of Minnesota Local Road Improvement Program Funding as a Route of Regional Significance:

Alcott Drive: from the Stearns County Line to County State Aid Highway 15

A Bituminous Improvement Project

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby support the Birchdale Township in their Local Road Improvement Program Application and that Todd County agrees to act as the project sponsor for the project should the township be selected for LRIP funds, and that such sponsorship shall include the following responsibilities:

- #1 - Serve as the fiscal agent on behalf of the Birchdale Township
- #2 - Request a state aid project number for the project
- #3 - Ensure the project meets milestones and dates for scheduled completion
- #4 - Assist the Township in execution of any grant agreement
- #5 - Assist in the development, review and approval of the construction plan
- #6 - Ensure that required environmental documents and permits are received, and requirements are followed
- #7 - Submit plan, engineers estimate, and proposal to the District State Aid Engineer
- #8 - Advertise/let/award the project in accordance with state aid procedures
- #9 - Submit the State Aid Pay Requests and project grant progress reports to the District State Aid Engineer
- #10 - Communicate progress and updates with the District State Aid Engineer



- #11 - Ensure that the project receives adequate supervision and inspection to ensure that project is completed in conformance with approved plans and specifications
- #12 - Assist with project close out and final contract documents
- #13 - Retain project documents in accordance with document retention schedule

RESOLUTION NO. 2025-12

RESOLUTION SUPPORTING PURSUIT OF 2025 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FROM MNDOT FOR THE REHABILITATION OF ALCOTT DRIVE IN BIRCHDALE TOWNSHIP, TODD COUNTY

WHEREAS, Alcott Drive is a route of regional significance with respect to economic development; and

WHEREAS, Alcott Drive in Todd County provides public access from Sauk Lake to surrounding natural areas and Highway 71, including a small launch suitable for non-motorized watercraft such as canoes, and also connects to the Viking Alter Rock and Twin Lake Waterfowl Production Area and Elgin Woods Wildlife Management Area, thereby supporting recreational activities, conservation efforts, and safe, convenient access to these natural and recreational resources;

WHEREAS, the Local Road Improvement (LRIP) requires a Township, such as Birchdale, that is not a State Aid Township/City, to have a County Sponsor and the support of the County Board; and

WHEREAS, the proposed year for said improvements to Alcott Drive is 2026.

NOW, THEREFORE, BE IT RESOLVED by Birchdale Township as follows:

1. The Township hereby supports the construction and upgrade of Alcott Drive; and
2. The Township Board hereby supports the Township's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application; and
3. The Township Board hereby seeks the support by resolution of Todd County to act as Sponsor for Birchdale Township's Local Road Improvement Program funding application and the associated project development for the construction of Alcott Drive and furthermore the Township Board hereby provides assurance that Birchdale Township will pay all ineligible costs associated with the project

Adopted this 25th day of November, 2025.

James Carstens, Chair

Attest: _____
Jackie Bauer, Clerk

Alexandria

610 Fillmore Street
Alexandria MN 56308

320.762.8149
Alexandria@Widseth.com
Widseth.com

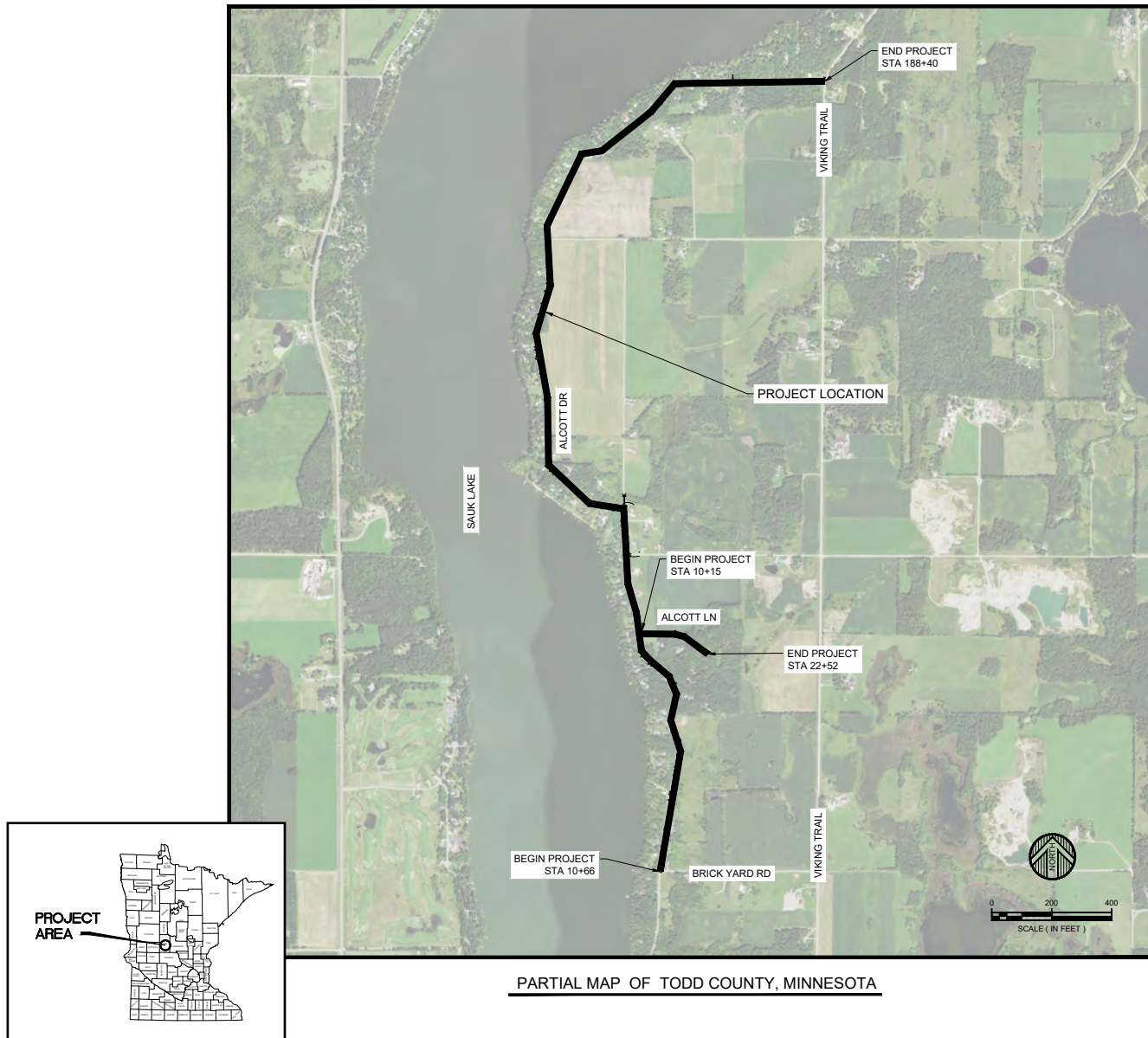
ALCOTT DRIVE IMPROVEMENTS

BIRCHDALE TOWNSHIP

PROJECT DESCRIPTION

Alcott Drive and Alcott Lane will be a bituminous reclamation project. Consisting of reclaim, grading and bituminous surfacing. The paving will include adding one foot of pavement to the shoulders and pavement marking. The lanes will be striped at 10' for traffic calming creating two foot bituminous shoulders on each side to better accommodate pedestrian traffic. See attached project location map.

2026 ALCOTT DRIVE & ALCOTT LANE IMPROVEMENTS BIRCHDALE TWSP, TODD COUNTY, MINNESOTA



Cost Estimate
Alcott Drive Reclamation
Birchdale Township
May 20, 2025

STATEMENT OF ESTIMATED QUANTITIES						
ITEM NO.	NOTES	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1		MOBILIZATION	LS	\$65,000.00	1	\$65,000.00
2		SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$2.00	100	\$200.00
3		SALVAGE MAILBOX	EA	\$1.00	112	\$112.00
4		MINOR GRADING	RDST	\$200.00	16	\$3,200.00
5		AGGREGATE SURFACING (CV) CLASS 1	CY	\$27.00	593	\$16,009.04
6		FULL DEPTH RECLAMATION	SY	\$5.00	45156	\$225,777.78
7		MILL BITUMINOUS SURFACE	SY	\$3.00	801	\$2,403.33
8		BITUMINOUS SEAL COAT	SY	\$1.00	49868	\$49,867.78
9		TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$55.00	10705	\$588,787.40
10		MAILBOX SUPPORT	EA	\$500.00	112	\$56,000.00
11		INSTALL MAILBOX	EA	\$10.00	112	\$1,120.00
12		4" DOUBLE LINE PAINT	LF	\$0.20	19011	\$3,802.20
13		TRAFFIC CONTROL	LS	\$5,000.00	1	\$5,000.00
ESTIMATED CONSTRUCTION						\$ 1,017,300.00
10% CONTINGENCY						\$ 101,700.00
CONSTRUCTION ENGINEERING, STAKING & OBSERVATION						\$ 91,500.00
TOTAL ESTIMATED REPLACE EXISTING						\$ 1,210,500.00

ALTERNATE 1' PAVED SHOULDER & 10' LANE W/ FOG LINES						
1		6" SOLID LINE PAINT	LF	\$0.20	19011	\$3,802.20
2	1	BITUMINOUS SEAL COAT	SY	\$1.00	-10790	-\$10,789.61
3		TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$55.00	850	\$46,750.00
ESTIMATED CONSTRUCTION						\$ 39,800.00
10% CONTINGENCY						\$ 4,000.00
CONSTRUCTION ENGINEERING, STAKING & OBSERVATION						\$ 3,600.00
ESTIMATED ATLTERNATE						\$ 47,400.00
TOTAL ESTIMATED ALTERNATE						\$ 1,257,900.00

NOTE:
(1) REDUCTION TO SEAL COAT DRIVING LANES ONLY.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> OtherSign Board Ratification	20251202-12
Agenda Topic Title for Publication:		Board Ratification Statement MnCCC & STI- for MCAPS
Date of Meeting: 12/2/2025		Agenda Time Requested: 5 min. <input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Todd County Attorney's Office		
Person Presenting Topic at Meeting: John E. Lindemann, County Attorney		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
Board Ratification Agreement, Renewal Agreement STI & MnCCC, Approved Proposed 2026 MCAPS Fees, MnCCC Letter Re Ratification, and Agreement Between MnCCC & STI.		
Options:		
Sign or don't sign Board Ratification Statement for Renewal of Professional Services - MnCCC & STI for MCAPS		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Board Ratification Statement for Renewal of Professional Services Agreement MnCCC & STI		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 0 Funding Source(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

TO: County Attorney (MCAPS) User Group

FROM: Lisa Christine Meredith, Executive Director
651-401-4201, lisa@mncccc.gov

DATE: July 17, 2025

SUBJECT: Board Ratification required for Strategic Technologies Contract Renewal for MCAPS

Attached please find a copy of the fully executed Maintenance & Support Renewal Contract with Strategic Technologies Inc (STI) for MCAPS. The MnCCC County Attorney (MCAPS) User Group 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@mncccc.gov

Please complete and return your Board Ratification no later than Friday, September 12, 2025. If you need any assistance, please feel free to contact me. Thank you!

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE and STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2026 through December 31, 2028. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed: _____

Name: _____

Title: _____

Date: _____

Please sign and return to Lisa@mnccc.gov. Thank you.

Renewal Agreement

Pursuant to Article VII.A.2, the parties hereby enter into this Agreement to Renew with the following terms. Except for the terms stated herein, all terms of the original agreement and its attachments shall remain in effect.

- A. Term of Agreement.** The term of this Agreement shall be 3 years, from January 1, 2026, through December 31, 2028.
- B. Development Hours.** Enhancements and Modernization activities shall be accomplished through the use of Development Hours, with priority given to Modernization of software infrastructure projects. The Executive Committee shall authorize the use of Development Hours for projects, unless they otherwise delegate that authority.
- C. Support Hours.** If the total support hours in any quarter exceeds one-quarter of the total support hours, STI will be compensated for the additional hours on a time and materials basis in quarter-hour increments computed at the hourly rate for billable work for that year. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Development Hours. If the total support hours in any quarter is less than one-quarter of the total support hours, MnCCC will receive an hour-for-hour credit up to 20% of the quarterly support hours, rounded up to the next whole hour. These hours will be banked and may be used toward future support overages, converted to Development Hours, or the value at the hourly rate for billable work for the year in which they were accumulated may be applied to reduce the first quarter support payment in the following year.
- D. Attorney Count.** The attorney count for each year shall be based on the survey count from the preceding year.
- E. Fee Schedule.** The parties agree to the following fee schedule during the term of this Agreement, which may be further modified by mutual written agreement of the parties at any time during the term of the agreement:

2026 - Hourly Rate for Billable Work: \$207.50

Attorney Count	FEES		HOURS			
	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$487,625.00	\$121,906.25	2,350	1,600	400	750
140-189	\$498,000.00	\$124,500.00	2,400	1,600	400	800
190-239	\$512,110.00	\$128,027.50	2,468	1,648	412	820
240-289	\$563,155.00	\$140,788.75	2,714	1,808	452	906
300-339	\$598,845.00	\$149,711.25	2,886	1,924	481	962

2027 - Hourly Rate for Billable Work: \$212.50

	FEES		HOURS			
Attorney Count	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$499,375.00	\$124,843.75	2,350	1,600	400	750
140-189	\$510,000.00	\$127,500.00	2,400	1,600	400	800
190-239	\$524,450.00	\$131,112.50	2,468	1,648	412	820
240-289	\$576,724.00	\$144,181.00	2,714	1,808	452	906
300-339	\$613,275.00	\$153,318.75	2,886	1,924	481	962

2028 - Hourly Rate for Billable Work: \$217.50

	FEES		HOURS			
Attorney Count	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support	Annual Development
100-139	\$511,125.00	\$127,781.25	2,350	1,600	400	750
140-189	\$522,000.00	\$130,500.00	2,400	1,600	400	800
190-239	\$536,790.00	\$134,197.50	2,468	1,648	412	820
240-289	\$590,295.00	\$147,573.75	2,714	1,808	452	906
300-339	\$624,705.00	\$156,176.25	2,886	1,924	481	962

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

STRATEGIC TECHNOLOGIES INC.

By: Carl J. Thelen
 Title: President
 Date: 5/7/2025

MnCCC

By: Jody H. Mearns
 Title: Board Chair
 Date: _____

By: [Signature]
 Title: Executive Director
 Date: June 4, 2025

By: Natasha Schijf
 Title: User Group Chair
 Date: 6/4/25

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

And

STRATEGIC TECHNOLOGIES INCORPORATED

1/1/2018

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative, organized and doing business under Minnesota's joint exercise of power statute (MN Stats § 471.59), with principal offices at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and **Strategic Technologies Incorporated**, a **Minnesota corporation** with principal offices at **9905 45th Avenue North, Suite 220, Plymouth, MN 55442** ("VENDOR").

WITNESSETH

WHEREAS, MnCCC wishes to retain VENDOR to provide certain professional services and expertise to obtain computer programming and technical assistance for the maintenance and support of MnCCC's copyrighted, proprietary and confidential computer software system known as the **Minnesota County Attorney Practice System™** software ("MCAPS"); and

WHEREAS, VENDOR has and will be expected to render substantial services and expertise 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

VENDOR agrees to provide the computer programming, technical assistance, and related professional services to support and maintain the systems and systems components of MCAPS, in exchange for MnCCC's payment of certain fees as summarized in **Attachment A**, which is attached and incorporated by reference.

II. Definition of Included Support Services

The software support fees paid by MnCCC are identified in **Attachment A - MCAPS Support Fee Schedule**. These fees shall fully compensate VENDOR for the following Services:

A. General MCAPS Support Activities (All MCAPS Users)

1. Track MCAPS support incidents and report out to the County Attorney Executive Committee per the MCAPS Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for County Attorney Executive Committee meetings (up to 12 times per year) with respect to MCAPS bugs/fixes and open MCAPS Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Research statuses).
3. Provide any MCAPS revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise VENDOR of any requested changes to MCAPS as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support VENDOR in making the changes. Further, these changes will be subject to written work order as described in Section II – E.1.
4. Revisions necessitated by change in underlying MCAPS operating systems.
5. Revisions necessitated by changes in current state reporting requirements (609.11 Report, MCCVS Report, or other reporting tools established in MCAPS (new tools would require an enhancement request)
6. Training. Provide eighty (80) hours of training per year, with up to thirty (30) hours available to rollover from year to year. Preparation of training materials and presentations are included in the eighty (80) hours. Training will include webinars and in person training. Travel for in person training will be billable as defined in Section IV.F. In addition to the eighty (80) hours, VENDOR will also provide up to two-days (16 hours) training including preparation time at the MnCCC Annual Conference and an additional optional one-day User training session at a time and location selected by MnCCC.
7. Preparation work and attendance at MCAPS Executive, Enhancement, Technology, and Standards Committee meetings or other MCAPS Committees as recommended by the MCAPS Executive Committee.
8. Bug fix work in MCAPS or related applications and services for legacy code not originally developed by the VENDOR.
9. System design, prototyping, estimating, meeting time, and project management related to the planning of new enhancements or new system initiatives.
10. Consulting and product management services as needed with other criminal justice partners.
11. Sales Support. VENDOR will support MnCCC in any MCAPS marketing efforts at the direction of MnCCC, including but not limited to conference calls, responding to RFPs/RFIs and software demos. Travel time for such support is not subject to the fee support, and shall be billable to MnCCC at the discounted rates and in the manner identified in Section IV.F.
12. Other activities as approved by the MCAPS Executive Committee.

B. Level 1 Software Support

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

C. Level 2 Support

Engage with MCAPS users on more complex support issues escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training; by providing alternate approaches to resolving issue; or by documenting the issue more fully so that it can be addressed by Level 3 support as a MCAPS bug or enhancement request. Level 2 support will provide direction to MCAPS users and to Level 3 support in terms of whether or not the MCAPS functionality is working as designed, or appearing to be a code bug that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the MCAPS user will be instructed to submit an enhancement request through the VENDOR's helpdesk.

D. Level 3 Support

Perform MCAPS code analysis, programming, testing and project management related to bugs, as escalated from Level 2 support. Level 3 support for bugs escalated from Level 2 support is included in the fees identified in **Attachment A**.

Level 3 support will also include the following:

1. Estimating of MCAPS Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Enhancement Requests, with review and sign-off by MnCCC prior to all coding activities.
3. On-going design, development, technical testing and deployment as described in "MCAPS Infrastructure Modernization" Section II – H below.

Additional programming, coding and testing services identified in Section II.D(1) – (3) above will be performed by VENDOR and chargeable to MnCCC if and as approved in a Work Order negotiated and signed by the parties. No additional Level 3 charges will be made without prior authorization by MnCCC.

E. Enhancements

Requirement of Work-Orders: With the exception of provision of pre-priced, fee support and maintenance services as designated as Support, VENDOR shall provide all

professional services hereunder as specified and pre-authorized by MnCCC in a written Work Order, in substantially the form of **Attachment C**.

1. Written Work Orders shall document the scope and timelines for any Enhancements, and shall contain at a minimum the following:
 - a. a maximum cost to MnCCC for the specified work (MnCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so pre-authorized in writing by MnCCC. Additionally, any incremental payments must be specified in the Work Order, and must be related to the accomplishment of specified tasks);
 - b. identification of the software version that the Enhancements will be made to;
 - c. specifications as to what services are to be performed;
 - d. identification of any third party software or freeware needed, along with associated costs;
 - e. a description of the work, software code, documentation and other relevant deliverables;
 - f. the due date for completion of the services to be provided, including a schedule for development and testing;
 - g. identification of two or three users that will provide beta testing of the enhancement and any expectations regarding such beta testing, unless this requirement is expressly waived by the MnCCC Executive Committee or its designee;
 - h. a schedule of status reports, if any, of the services being performed and the progress made;
 - i. the criteria, process and means that the Enhancements deliverables are to be accepted as complete and satisfactory;
 - j. identification of applicable performance milestones and payment terms.
 - k. a means for both parties to sign and evidence their binding agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the parties.
2. Types of Work Orders: Work orders shall be either global or participatory. Global work orders are for work on the MCAPS system as a whole, for all users, and for which County Attorney User Group funds shall be used. Participatory work orders are for work performed for one or more specified users and for which the specified users shall be liable for. All Work Orders must be approved in writing by MnCCC prior to initiation of any work by VENDOR. A sample Work Order is attached to this Agreement as **Attachment C**.

F. Installation Support

For users not able or interested in performing their own MCAPS updates or new release installations, or who do not have another provider, VENDOR will perform the

installations as part of this optional support element. A minimum hourly fee for such installation support services will be charged per installation, and as set forth in **Attachment A**.

Installation support will be performed by VENDOR via a signed Work Order, and chargeable only to users who choose this option.

G. MCAPS Project Coordinator

The VENDOR will assign a MCAPS Project Coordinator position that will regularly engage in MCAPS project management and will serve as the MCAPS lead contact and liaison.

H. MCAPS Infrastructure Modernization

With the specific activity as agreed to and as pre-approved by MnCCC, VENDOR will work ongoing on the underlying architecture of MCAPS as part of Level 3 support, and in order to remain current with respect to the "code stack" that supports the functional capabilities of MCAPS, and which will take up to 5,000 person hours to complete. The code stack generally refers to, but is not limited to: source code, SQL database, third-party products, security layer, web browser, web server, .NET framework, software and scripting language, web services, integrations with external systems, and other interfaces. In addition to this activity, infrastructure modernization also includes designing and creating new capabilities to support a more automated installation of MCAPS updates and new releases, and on-going technical documentation updates. Technical documentation requirements shall be defined on a regular basis with MnCCC and prioritized along with code update activity. Examples of technical documentation include:

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 MCAPS infrastructure modernization fund is to include 5,000 person hours during the term of this Agreement, initially allocated at 1,000 hours for each calendar year, with monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours annually be insufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the reallocation of hours from future years, and/or new hours chargeable at then-current **Attachment A** time and materials rates.

Should VENDOR fail to provide 1,000 hours in support of MCAPS infrastructure

modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s) for as long as this Agreement remains in force. If a Renewal Term is agreed to by the parties, an additional 3,000 hours shall be added to the MCAPS infrastructure modernization fund, initially allocated at 1,000 hours for each year of the Renewal Term. During the Initial Term of this Agreement or in any Renewal Term of this Agreement, if the balance of hours required for MCAPS infrastructure support, based on actual activity, is projected to be greater than remaining hours required to support known modernization activities, then hours may be shifted to MCAPS Enhancements, in order to “consume” available hours or pay for Software Support overages. Up to 150 hours of work by the VENDOR may be charged to infrastructure support for hours incurred in the fourth quarter of 2017 in preparation for product management.

MCAPS modernization will be performed by VENDOR only and associated costs are included in the Software Support fees payable this Agreement.

I. Additional Requirements

1. VENDOR must obtain written permission from MnCCC to add any VENDOR or third party plug-ins or code proposed to be incorporated into the MCAPS system. This includes, but is not limited to, any “freeware” or “shareware”, which shall be avoided where possible. Once approved, those plug-ins or third party code will be included, maintained and updated as part of this Agreement, unless a special support addendum is executed and attached to this Agreement. VENDOR shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.
2. For new software development performed after 4/1/2018, VENDOR shall provide current, full and detailed database and application design and programming documentation for all parts of the MCAPS application including third party code ~~add ons~~, per provision in Section II – G above.
3. VENDOR shall follow the MnCCC source code and documentation policy.
4. VENDOR shall obtain and/or maintaining BCA certification (BCA Vendor Vetting and agreements for access to a CJDN restricted network).

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

K. *Virus, Malware, Unapproved and/or Unauthorized Code*

1. VENDOR shall retain sole responsibility and liability for delivering all electronic files and other deliverables to MnCCC under this Agreement, free of any Virus, Malware or Unapproved and/or Unauthorized Code. VENDOR warrants and represents that

any data, programs, hardware or firmware provided, or sourced, by VENDOR to MnCCC shall be free, at the time of receipt, of any computer Virus, Malware, Unapproved and/or Unauthorized Code.

2. "Virus, Malware, Unapproved and/or Unauthorized Code" for purpose of this Agreement means any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off, limit or interfere with the full, unrestricted access and use by MnCCC, its user members and other end user 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 unauthorized, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or potentially malicious data into MnCCC and / or member systems or networks.

L. Governing Law; Compliance with Laws

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 VENDOR shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and VENDOR hereby irrevocably consents to the jurisdiction and venue of such courts, and agrees to commence any actions solely in such courts.

The parties shall each abide by all applicable 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 VENDOR obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement.

M. Ownership, Proprietary Considerations and Data Security

1. VENDOR agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all documentation pertaining to the MCAPS system design, to avoid pirating or other unauthorized use of MnCCC's confidential, valuable assets. VENDOR hereby irrevocably assigns to MnCCC and its successors and assigns, and MnCCC shall solely own any MCAPS inventions, discoveries, data, databases, programs, documentation interfaces or other deliverables and work product developed or modified by VENDOR or its personnel providing services under this Agreement.
2. MnCCC and VENDOR agree that all materials and information developed under this Agreement shall become the sole property of MnCCC automatically and irrevocably as of initial creation, per the irrevocable assignment in this Section M.
3. VENDOR agrees to protect the security of and to keep confidential all data

information and materials received or produced under the provisions of this Agreement, and shall not disclose them to any third parties, or make any internal use thereof, without the prior written consent of MnCCC, as provide in the assignment in this Section M.

4. Procedures and software created by VENDOR pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be included in the assignment identified in Section M.1. above. VENDOR shall not disclose or otherwise make said software available to third parties, or utilize such assets in any other non-related applications without the prior written consent of and written license agreement from MnCCC.
5. VENDOR shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding MCAPS and/or any 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 MnCCC's prior express written authorization. The provisions of this Section shall survive the expiration or termination of this Agreement.
6. VENDOR retains its ownership rights to its propriety software products, technology, user interface designs, and software libraries and development/utility tools it utilizes to create or support the software developed hereunder. This retained ownership shall in no way alter, prevent or limit MnCCC from exercising its full and sole ownership rights, and the ability to assign, transfer, license or commercialize any of the modifications, enhancements or other work product and deliverables created by VENDOR under this Agreement for MnCCC's propriety software products, technology, user interface designs, and software libraries. In order to facilitate such free and unrestricted use, VENDOR grants an irrevocable, perpetual, world-wide, royalty-free, transferable license by MnCCC and its licensees, transferees, successors and assigns to use all of such proprietary/third party software products, technology, user interface designs, and software libraries.

III. Items Not Included

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

- A. Any third party software (fees or support), this does not include a third party code or plug-ins used in the application.
- B. Server migrations and server setup.
- C. Operating system updates or troubleshooting (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. User network remote connection issues.
- H. Other support for non-MCAPS applications or county systems.
- I. Future third party fees (if any) for what is currently "freeware" embedded within MCAPS.

IV. Billings of Charges and Costs

- A. VENDOR shall bill MnCCC for services and costs at the rates set forth in **Attachment A**.

The minimum fees to be paid to VENDOR for support services for MCAPS support over the term of this Agreement is 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. VENDOR shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section IV – 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 VENDOR during the duration of this Agreement for project management, technical work and training personnel shall be as defined in **Attachment A**.
- D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be tracked and reported by VENDOR to MnCCC, which reserves the right to inspect and copy VENDOR'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**. MnCCC shall compensate VENDOR following receipt of VENDOR's invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MnCCC and according to the specifications set forth in a Work Order and/or otherwise as authorized and specified herein. Charges shall be reimbursed to VENDOR at the agreed upon hourly rate listed in **Attachment A**, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any

proposed travel or other reimbursable expenses will be at actual reasonable costs, as pre-approved in a Work Order. MnCCC and VENDOR may agree in a Work Order to a fixed price for providing a service or delivery of a product. Further, MnCCC and VENDOR may agree to different hourly rates for a specific engagement, if so stated in the authorizing Work Order. MnCCC shall not be liable for any charges that were not pre-authorized in writing by a Work Order. MnCCC shall reimburse VENDOR within forty-five (45) days upon receipt of properly documented charges and expenses for services and deliverables that have been completed and accepted in accordance with the applicable Work Order. For any work which MnCCC disputes as not being authorized by the Work Order or incomplete under the standards and conditions as set forth in either this Agreement or in the Work Order, MnCCC shall be liable to pay only the amounts pertaining to the work accepted by MnCCC. VENDOR shall continue to perform services expeditiously, and in a good-faith effort to ensure that all remaining portions are promptly completed as agreed, until such disputes are resolved and the services and work product tested and accepted by MnCCC. VENDOR agrees to keep and maintain accurate, sufficient and complete time records for all work hereunder for at least one year following the provision of such services, and to provide such records to MnCCC at no charge upon request.

- F. For non-fixed fee services pre-authorized and performed pursuant to this Agreement, VENDOR is authorized to bill for time incurred in actual travel and at the discounted rates identified in **Attachment A**, and for all reasonable transportation and overnight travel expenses. Automobile mileage shall be billable per the then-current US General Services Administrative Schedule.
- G. Non-payment and remedies of VENDOR: In the event that MnCCC does not pay VENDOR within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), VENDOR shall have the option to terminate this Agreement upon at least ninety (90) days' written notice thereof.
- H. Right to Withhold Payment.
 - a. MnCCC may withhold payment of the whole or part of any amount due to or claimed by Vendor to such extent as may be necessary to protect MnCCC from loss on account of:
 - a. defective work not remedied or guarantees not met;
 - b. failure of Vendor to complete any part of its work in accordance with any permit, binding agreement or completion schedules established in or made a part of this Contract;
 - c. claims filed or reasonable evidence indicating probable filing of claims; and/or
 - d. damage to another Contractor.

In the event MnCCC withholds payment, then no interest penalty shall accrue against MnCCC for non-payment of disputed claims. Vendor may not exercise its right to termination as stated in section IV, sub G, for any payment withheld under this clause.

MnCCC will notify Vendor within 15 days as to the reason for the payment being withheld.

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 MCAPS computer software system or 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 MCAPS computer software system or 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. VENDOR further represents, warrants and agrees as follows:

- 1. VENDOR 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 utilized servers and networks (or mutually agreed upon future modernizations).
- 2. VENDOR further warrants that these services will not alter or diminish or otherwise adversely alter the characteristics and/or the underlying performance of the existing MCAPS software system.
- 3. VENDOR 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 on assignment, 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, or contain, at the time of receipt, any computer Virus, Malware, Unapproved and/or Unauthorized Code.
- 4. VENDOR will provide true, correct and complete copies of the then-current MCAPS 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 VENDOR with written source code media, logistics, and delivery instructions from time to time.

D. 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 VENDOR'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 VENDOR 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 VENDOR with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update MCAPS, 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 (including all Attachments and any other documents incorporated by reference in an amendment signed by the parties) 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

VENDOR 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 VENDOR from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Subject to the foregoing, this Agreement shall be enforceable by the parties and their respective successors and permitted assigns.

C. Conflicts of Interest

VENDOR 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 its full and unrestricted performance under this Agreement. VENDOR 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 VENDOR 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 VENDOR 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 if an original party thereof, as well as any nondisclosure or other agreements or obligations then in force between VENDOR 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, VENDOR 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 VENDOR under this Agreement, shall in no event be considered employees or personnel of MnCCC; 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, other professionals of VENDOR, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. VENDOR, 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. VENDOR 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 VENDOR's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy required to be maintained hereunder.

H. Local Alterations

For the system supported under this Agreement, the version maintained by VENDOR 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 MnCCC. VENDOR 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 MCAPS system documentation.

I. Data Practices

Data collected, created, received, maintained, disseminated or used for any purposes in the course of VENDOR's performance of this Agreement is subject to 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. VENDOR agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. VENDOR designates Dan Musser, as its initial "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 VENDOR's responsible authority with a suitable qualified individual satisfactory to MnCCC will be effective on MnCCC's receipt of written notice thereof given by VENDOR.

J. Force Majeure

VENDOR 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, unusual 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, which shall remain in full force and effect.

L. Non-Discrimination

In carrying out the terms of this Agreement, VENDOR 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.

M. Document Examination

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

N. Performance Review

VENDOR and the County Attorney User Group Chair, or their designee, shall meet at least annually to review the terms of this Agreement and each party's performance of its terms.

VII. Term and Termination

A. Term

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein.

1. Initial Term

The Initial Term of this Agreement shall be for a period of five (5) years. The first two (2) years thereof shall be a Probationary Period, and subject to early termination as provide in Section B.1. below.

2. Renewal Term

This Agreement may be renewed by the written agreement of both parties for one period of three (3) years, beginning upon the conclusion of the Initial Term, or upon the earlier execution of an agreement to renew. Should services continue beyond the Initial Term into the Renewal Term, Maintenance and Service Fees will be negotiated at mutually agreeable terms.

3. Additional Renewal Term(s)

- This Agreement may be renewed for unlimited additional three (3) year periods beginning at the end of the Initial Renewal Term, upon mutually agreeable Maintenance and Services Fees.

B. Termination

1. Termination for Convenience

a. Probationary Period

During the Probationary Period, either party may terminate the Agreement for convenience by providing written notice as provided herein. VENDOR must provide MnCCC at least one hundred eighty (180) days' prior written notice of intent to terminate. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of intent to terminate.

b. Initial Term or Renewal Term

During the balance of the Initial Term or during the Renewal Term either party may terminate the Agreement for convenience by providing adequate notice. VENDOR must provide MnCCC at least one (1) year's prior written notice of intent to terminate, with the termination to take effect as of the expiration of the Initial Term or Renewal Term, unless MnCCC agrees in writing to an earlier date. MnCCC must provide vendor at least ninety (90) days' prior written notice of its intent to terminate during the Initial Term or Renewal Term.

2. Termination for Cause

If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

3. Transition Services

Provided that this Agreement has not been terminated by VENDOR due to MnCCC's failure to pay any undisputed amount due VENDOR, VENDOR will provide to MnCCC and/or to any future vendor selected by MnCCC (hereinafter "Successor") assistance reasonably requested by MnCCC to effect the orderly transition of the Services (hereinafter "Transition Services"), in whole or in part, to MnCCC or to Successor following the termination of this Agreement, in whole or in part. Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from VENDOR to MnCCC or Successor; (b) if required, transferring the Subscriber Data to Successor; (c) using commercially reasonable efforts to assist MnCCC in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by VENDOR in connection with the Services; (d) using commercially reasonable efforts to make available to MnCCC, pursuant to mutually agreeable terms and conditions, any third-party services then being used by VENDOR in connection with the Services; and, (e) such other activities as may be reasonably necessary or desirable to complete the transition, or such other services as the parties may agree.

Notwithstanding the foregoing, should MnCCC terminate this Agreement due to VENDOR's material breach, MnCCC may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services, and this Section shall expressly survive the termination of this Agreement, until all Transition Services have been successfully provided.

3. Payments Upon Termination

Within thirty (30) days following the termination of this Agreement MnCCC shall pay to VENDOR all undisputed amounts due and payable hereunder, if any, and VENDOR shall pay to MnCCC all amounts due and payable hereunder, if any. Should this Agreement be terminated for cause or convenience prior to the expiration of the Initial Term or Renewal Term, any amounts due and payable shall be equitably prorated.

2. Return of Subscriber Data

Upon the termination of this Agreement VENDOR shall, within one (1) business day following the termination of this Agreement, provide MnCCC without charge and without any conditions or contingencies whatsoever (including, but not limited to, payment of any fees due to VENDOR), with a final copy of the source code of the most current software version, and all then-current documentation. VENDOR shall also certify to MnCCC the destruction of any/all data or software versions within the

possession or control of VENDOR, but such destruction shall occur only after the current version source code has been returned to MnCCC and verified as fully functional. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR ~~Systems~~ *Per 10/17* *MA*

By: *Carl H. K.*

Title: *President*

Date: *10/18/2017*

MnCCC

By: *[Signature]*

Title: *Board Chair*

Date: *October 12, 2017*

MnCCC

By: *[Signature]*

Title: *Executive Director*

Date: *October 12, 2017*

MnCCC

By: *Terri L. Janssen*

Title: *County Attorney User Group Chair*

Date: *10-18-17*

ATTACHMENT A

MCAPS Support Agreement Fee Schedule: MnCCC will pay STI a quarterly fee as described in the "MCAPS Support Fee Schedule" table below for all support services described in section II.A.-D. If the total support hours in any quarter exceeds 432 hours, STI will be compensated for the additional hours on a time and materials basis in quarter hour increments computed at the applicable hourly rate. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Infrastructure Modernization Hours. If the total support hours are less than 432 hours in any one-quarter, MnCCC will receive an hour-for-hour credit up to 72 hours, computed at the rates in the "MCAPS Support Fee Schedule". These hours will be banked and will be used at the discretion of the MCAPS Executive Committee or credited against future support overages. The quarterly fee and support hours requirements may be adjusted annually by mutual agreement of both parties in a Work Order format.

The MCAPS Support Fee Schedule:

Contract Year	Annual Support Fee	Quarterly Support Fee	Hourly Rate for Billable Enhancements and Project Work
Year 1	\$450,000	\$112,500.00	\$165.00
Year 2	\$463,500	\$115,875.00	\$170.00
Year 3	\$477,405	\$119,351.25	\$175.00
Year 4	\$491,727	\$122,931.75	\$180.00
Year 5	\$506,479	\$126,619.75	\$185.00

Other Fees/Reimbursements:

- Travel time hourly rate is 1/2 of the applicable billable rate.
- For the contract term, STI's incurred mileage would be reimbursable at the appropriate annual IRS approved rate.
- All other travel expenses would be reimbursed at cost.
- Onsite fee for installation work is a minimum of four (4) hours.

ATTACHMENT B

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

This Agreement defines the SLA requirements referred in the Agreement for all Included Support Services as identified in Section II thereof.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into VENDOR's support tracking system and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - MCAPS system is not accessible
 - Severity 2: Significant Business Impact** – An MCAPS component is unavailable to users
 - Severity 3: Some Business Impact** - MCAPS system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - MCAPS 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.
- STI will assign initial severity, a MCAPS user can adjust severity designation with MnCCC's approval.
- Response Time Goals:
 - Severity 1** – Within one hour for initial response, with all available VENDOR resources to support until MCAPS system is up and running again. VENDOR resources will work 7 days a week, 24 hours a day until all Severity 1 issues are solved. VENDOR will provide regular updates to the MCAPS user on the status and resolution of Severity 1 issues. MnCCC and the affected MCAPS user shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update notification shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within two hours for initial response, subject to ongoing 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 VENDOR to MCAPS user. Escalation to designated MnCCC and VENDOR management-personnel is required after 20 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

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

Severity 4 – Within eight hours for initial response, subject to ongoing Severity 1, 2 and 3 priorities. VENDOR 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 to MnCCC's satisfaction within three months. After three months escalation of the issue must be made to MnCCC, and the affected MCAPS user.

Hours of Service

VENDOR Support for MCAPS will be staffed and available from 8:00 A.M. to 5:00 P.M. central time, Monday through Friday, excluding federal government holidays, day after Thanksgiving, or other holidays as established.

Boundaries of Service

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

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

Examples of services not covered under the MCAPS Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the MCAPS application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (servers), except as related to standard updates that MCAPS 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 standard updates that MCAPS must operate under / or with.
- MCAPS user's network remote connection issues.
- Issues controlled by State of Minnesota (other than modifications required to conform MCAPS to applicable Minnesota law compliance requirements).
- Issues caused or initiated by county/agency that impact MCAPS that require VENDOR assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-MCAPS applications or other user systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within MCAPS (i.e. need examples, etc.) These must be identified ASAP by VENDOR by a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- MCAPS users will support their own requests for support with timely communication during and after problem resolution.
- MCAPS users will provide a high speed remote access capability to VENDOR, as needed, to help resolve support issues. VENDOR agrees to follow the individual and user requirements for this connectivity.
- MCAPS users will beta test releases and sign off prior to general release, unless the beta testing requirement is expressly waived for a specific release by the County Attorney Executive Committee or committee authorized by the County Attorney User Group Executive Committee.
- Users need to supply as much detail of the issue to the VENDOR help desk as possible.

Examples of information needed is:

- Knowing if the issue is isolated, or happening multiple times and to different MCAPS users.
- If the problem can readily be recreated, knowing the specific steps that caused 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 VENDOR.
- Sharing screen shots of issue, or error code.

Reporting

- VENDOR will provide MnCCC approved reports to MnCCC concerning the following aspects of MCAPS Support. These reports shall be supplied at least monthly, or on a different schedule mutually agreed to by MnCCC, and VENDOR
 - 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
Sample Work Order

MCAPS Work Order
(PROJECT TITLE)
Work Order Number: (insert number)

Objective: (describe project objective)

Scope of Services: (describe project scope, including things that are and are not included)

Deliverables: (describe deliverables to be provided upon completion)

Description of Work to be Performed:

Software Version to be Enhanced: (starting point version)

Design Process: (describe the process by which the project will be designed, including the number of hours expected)

Design Process Completion Date:

Development Process: (describe the development process, including the number of hours expected)

Development Completion Date:

Testing Process: (describe the testing process)

Alpha Testing: (describe the alpha testing process, including the number of hours expected)

Alpha Testing Completion Date:

Beta Testing: (describe the beta testing process, including any hours expected)

Beta Testing Completion Date:

Documentation: (describe the documentation process, including the number of hours expected)

Reporting: (describe the schedule of status and other reports for this project)

Acceptance Criteria:

The completion date for this project is (insert project completion date). On or before that date the following acceptance criteria shall have been met:

1. (insert project specific criteria)
2. All beta testers have signed off that the objective has been met and any/all bugs and errors have been resolved.
3. Any herein described documentation received by MnCCC.
4. VENDOR accounting of hours and other costs received by MnCCC.

Costs and Payment Terms:**Costs:**

(insert project costs)

Maximum costs for this Work Order are described herein and no additional costs shall be authorized without an amendment to this Work Order. Any additional design, development and/or testing hours required to meet the specified scope that are not herein described shall be at VENDOR's expense.

Payment Terms: VENDOR shall receive 25 percent of the payment of the anticipated costs upon approval of this Work Order. VENDOR shall receive payment of all remaining costs based on meeting defined project deliverables up to the total amount described in this Work Order.

The parties agree to this Work Order. Changes to this Work Order can only be made by mutual consent, documented in writing and signed by the parties.

Date

Signature
Executive Committee Chair

Date

Signature
MnCCC

Date

Signature
VENDOR

009577/921105/2546536_2

2026 - Hourly Rate for Billable Work: \$207.50

	FEES		HOURS		
Attorney Count	Annual Support	Quarterly Support	Total	Annual Support	Quarterly Support
100-139	\$ 487,625.00	\$ 121,906.25	2,350	1,600	400
140-189	\$ 498,000.00	\$ 124,500.00	2,400	1,600	400
190-239	\$ 512,110.00	\$ 128,027.50	2,468	1,648	412
240-289	\$ 563,155.00	\$ 140,788.75	2,714	1,808	452
290-339	\$ 598,845.00	\$ 149,711.25	2,886	1,924	481

Annual Development
750
800
820
906
962

Proposed 2026 MCAPS Fees

		OPTION A: On Prem		OPTION B: Hosted with Maintenance Support (including STI managing updates and releases)					
County/City	Full-Time Attorneys	Base M&S Rate (\$3650/FTE)	Base M&S Rate for Hosted (\$3550/FTE)	Hosted Implementation (one-time fee)**	Base (\$400 per month) plus Annual Hosting (\$300/FTE)*	Hosted Total for year one*	Difference for Hosting for year one	Estimate Difference Ongoing (no implementation fee)	
Aitkin County	5	\$ 18,250	\$ 17,750	\$ 5,000	\$ 6,300	\$ 29,050	\$ 10,800	\$ 5,800	
Benton County	8	\$ 29,200	\$ 28,400	\$ -	\$ 7,200	\$ 35,600	\$ 6,400	\$ 6,400	
City of Albert Lea	2	\$ 7,300	\$ 7,100	\$ 5,000	\$ 5,400	\$ 17,500	\$ 10,200	\$ 5,200	
City of Alexandria	1.5	\$ 5,475	\$ 5,325	\$ 5,000	\$ 5,250	\$ 15,575	\$ 10,100	\$ 5,100	
City of Austin	2	\$ 7,300	\$ 7,100	\$ 5,000	\$ 5,400	\$ 17,500	\$ 10,200	\$ 5,200	
City of Moorhead	3	\$ 10,950	\$ 10,650	\$ 5,000	\$ 5,700	\$ 21,350	\$ 10,400	\$ 5,400	
Clay County	13	\$ 47,450	\$ 46,150	\$ 5,000	\$ 8,700	\$ 59,850	\$ 12,400	\$ 7,400	
Fillmore County	2.5	\$ 9,125	\$ 8,875	\$ 5,000	\$ 5,550	\$ 19,425	\$ 10,300	\$ 5,300	
Freeborn County	5	\$ 18,250	\$ 17,750	\$ 5,000	\$ 6,300	\$ 29,050	\$ 10,800	\$ 5,800	
Goodhue County	9	\$ 32,850	\$ 31,950	\$ 5,000	\$ 7,500	\$ 44,450	\$ 11,600	\$ 6,600	
Hubbard County	4	\$ 14,600	\$ 14,200	\$ 5,000	\$ 6,000	\$ 25,200	\$ 10,600	\$ 5,600	
Jackson County	1	\$ 3,650	\$ 3,550	\$ -	\$ 5,100	\$ 8,650	\$ 5,000	\$ 5,000	
Marshall County	3	\$ 10,950	\$ 10,650	\$ 5,000	\$ 5,700	\$ 21,350	\$ 10,400	\$ 5,400	
McLeod County	5.5	\$ 20,075	\$ 19,525	\$ 5,000	\$ 6,450	\$ 30,975	\$ 10,900	\$ 5,900	
Morrison County	6	\$ 21,900	\$ 21,300	\$ 5,000	\$ 6,600	\$ 32,900	\$ 11,000	\$ 6,000	
Mower County	8	\$ 29,200	\$ 28,400	\$ 5,000	\$ 7,200	\$ 40,600	\$ 11,400	\$ 6,400	
Nobles County	4.5	\$ 16,425	\$ 15,975	\$ 5,000	\$ 6,150	\$ 27,125	\$ 10,700	\$ 5,700	
Norman County	1	\$ 3,650	\$ 3,550	\$ 5,000	\$ 5,100	\$ 13,650	\$ 10,000	\$ 5,000	
Otter Tail County	9	\$ 32,850	\$ 31,950	\$ 5,000	\$ 7,500	\$ 44,450	\$ 11,600	\$ 6,600	
Pine County	7	\$ 25,550	\$ 24,850	\$ 5,000	\$ 6,900	\$ 36,750	\$ 11,200	\$ 6,200	
Polk County	7	\$ 25,550	\$ 24,850	\$ 5,000	\$ 6,900	\$ 36,750	\$ 11,200	\$ 6,200	
Pope County	2	\$ 7,300	\$ 7,100	\$ 5,000	\$ 5,400	\$ 17,500	\$ 10,200	\$ 5,200	
Red Lake	1	\$ 3,650	\$ 3,550	\$ -	\$ 5,100	\$ 8,650	\$ 5,000	\$ 5,000	
Renville County	3	\$ 10,950	\$ 10,650	\$ 5,000	\$ 5,700	\$ 21,350	\$ 10,400	\$ 5,400	
Rock County	1.5	\$ 5,475	\$ 5,325	\$ 5,000	\$ 5,250	\$ 15,575	\$ 10,100	\$ 5,100	
Roseau County	3	\$ 10,950	\$ 10,650	\$ 5,000	\$ 5,700	\$ 21,350	\$ 10,400	\$ 5,400	
Scott County	25	\$ 91,250	\$ 88,750	\$ 5,000	\$ 12,300	\$ 106,050	\$ 14,800	\$ 9,800	
Swift County	1.5	\$ 5,475	\$ 5,325	\$ 5,000	\$ 5,250	\$ 15,575	\$ 10,100	\$ 5,100	
Todd County	5	\$ 18,250	\$ 17,750	\$ 5,000	\$ 6,300	\$ 29,050	\$ 10,800	\$ 5,800	
Traverse County	0.5	\$ 1,825	\$ 1,775	\$ 5,000	\$ 4,950	\$ 11,725	\$ 9,900	\$ 4,900	
Wadena County	2	\$ 7,300	\$ 7,100	\$ 5,000	\$ 5,400	\$ 17,500	\$ 10,200	\$ 5,200	
Watonwan County	1	\$ 3,650	\$ 3,550	\$ 5,000	\$ 5,100	\$ 13,650	\$ 10,000	\$ 5,000	
152.5		\$ 556,625	\$ 541,375	\$ 145,000	\$ 199,350	\$ 885,725			

Currently Hosted		
STI	\$ 498,000	based on proposed new tier.
OneNeck	\$ 43,200	based on \$3600 per month
Negative Balance	\$ 97,275	based on March 2025 estimate.
	\$ 17,400	with 3 (yellow) counties covering partial OneNeck costs
	\$ 621,075	total
	\$ 4,072.62	per attorney



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-13
Agenda Topic Title for Publication:		Brown Bear North Final Plat
Date of Meeting: 12/2/2025	Agenda Time Requested: 5	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
An application for subdivision to create a one lot plat on parcel 24-0062200 (Turtle Creek TWP) was submitted on August 11th, 2025. The preliminary plat was approved by the Board of Commissioners on September 16 th , 2025 with no conditions.		
Planning and Zoning has completed the review of the proposal and determined that it is ready for final platting.		
Options:		
1. Approve the final plat as presented. 2. Deny the final plat.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approval of the final plat as presented to formally establish Brown Bear North.		
Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Auditor/Treasurer Archival Purposes Only:		
Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	
Official Certification		
STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:		
		Seal

Final Plat Approval – “Brown Bear North” Subdivision

WHEREAS, Applicant Barry and Debra Brown applied to subdivide a property owned by Jeffrey Myrum and Debra J. Myer-Myrum that is described as part of Section 28 of Turtle Creek with the plat to be known as “Brown Bear North”,

WHEREAS, Brown Bear North consists of one lot; Block One, Lot 1, 2.23 acres located in Shoreland Recreational Development Zoning District in Turtle Creek Township,

WHEREAS, On September 9, 2025, the Todd County Planning Commission recommended the following property be considered for Subdivision pursuant to Todd County Subdivision Regulation and Ordinance:

That part of Lot 3, Block One, John Japp Estates First Addition, of record in the Office of the County Recorder in Todd County, Minnesota, lying southerly and westerly of the following described line:

Commencing at the southwest corner of said Lot 3; thence North 01 degrees 12 minutes 08 seconds West, plat bearing, 300.00 feet along the west line of said Lot 3 to the point of beginning of said line to be described; thence North 76 degrees 38 minutes 47 seconds East 327.33 feet; thence South 01 degrees 12 minutes 08 seconds East 300.00 feet to the intersection with the south line of said Lot 3 and said line there terminating.

WHEREAS, On September 16, 2025, the Todd County Board of Commissioners considered the Preliminary Plat for the above described property and approved the Brown Bear North preliminary plat with no conditions.

WHEREAS, the Planning & Zoning Department has completed the necessary final plat review and find that all items required for final plat approval have been completed.

NOW, THEREFORE BE IT RESOLVED, the final plat of “Brown Bear North” be approved as presented.

BROWN BEAR NORTH

KNOW ALL PERSONS BY THESE PRESENTS: That Jeffrey Myrum and Debra J. Meyer-Myrum, husband and wife, owners, of the following described property situated in the County of Todd and the State of Minnesota, to wit:

That part of Lot 3, Block One, John Japp Estates First Addition, of record in the Office of the County Recorder in Todd County, Minnesota, lying southerly and westerly of the following described line:

Commencing at the southwest corner of said Lot 3; thence North 01 degrees 12 minutes 08 seconds West, 300.00 feet along the west line of said Lot 3 to the point of beginning of said line to be described; thence North 76 degrees 38 minutes 47 seconds East 327.33 feet; thence South 01 degrees 12 minutes 08 seconds East 300.00 feet to the intersection with the south line of said Lot 3 and said line there terminating.

In witness whereof said Jeffrey Myrum and Debra J. Meyer-Myrum, husband and wife, have hereunto set their hands this ____ day of _____, 20____.

Jeffrey Myrum Debra J. Meyer-Myrum

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this ____ day of _____, 20____, by Jeffrey Myrum and Debra J. Meyer-Myrum, husband and wife.

Notary Signature Notary Printed Name
Notary Public, _____ County, Minnesota
My Commission Expires _____

Have caused the same to be surveyed and platted as BROWN BEAR NORTH.

I Jared M. Festler do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat and that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 50B.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on the plat.

Dated this ____ day of _____, 20____.

Jared M. Festler, Licensed Land Surveyor
Minnesota License No. 55338

STATE OF MINNESOTA
COUNTY OF MORRISON
This instrument was acknowledged before me this ____ day of _____, 20____, by Jared M. Festler, Licensed Land Surveyor, Minnesota License No. 55338.

Notary Signature Notary Printed Name
Notary Public, Morrison County, Minnesota
My Commission Expires _____

TODD COUNTY ATTORNEY
I hereby certify that proper evidence of title has been presented to and examined by me and I hereby approve this plat as to form and execution, Dated this ____ day of _____, 20____.

Signed: Todd County Attorney

TODD COUNTY SURVEYOR
Checked and approved as to compliance with Chapter 505, Minnesota Statutes, Dated this ____ day of _____, 20____.

TODD COUNTY SURVEYOR
MINNESOTA LICENSE NUMBER _____

Approved by the Todd County Board of Commissioners this ____ day of _____, 20____.

Signed: Chairman, Todd County Board of Commissioners Attest: Todd County Auditor/Treasurer

No delinquent taxes and transfer entered this ____ day of _____, 20____.

Taxes for the current year are paid in full this ____ day of _____, 20____.

Signed: Todd County Auditor/Treasurer

I hereby certify that the within instrument was filed for record on this ____ day of _____, 20____, at ____ o'clock ____ .M. and was duly recorded as Document Number _____.

Signed: Todd County Recorder

NW CORNER OF LOT 3
RLS #19845

JOHN

BLOCK

BLOCK

JAPP

ESTATES

TWD. 131

LOT 1

FIRST

ONE

ADDITION

ONE

LANE

SW CORNER OF LOT 3
RLS #19845

N85°00'00"E
54.16

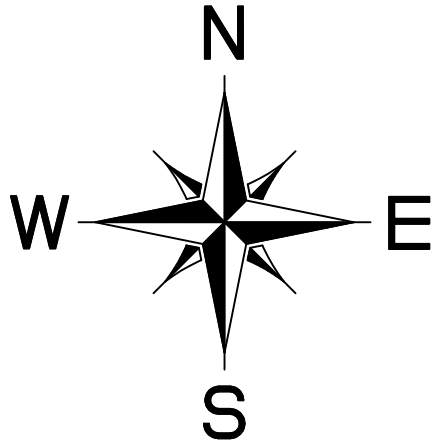
ANGLE POINT ON THE SOUTH LINE OF LOT 3
RLS #19845

N75°00'00"E 273.86

PINE

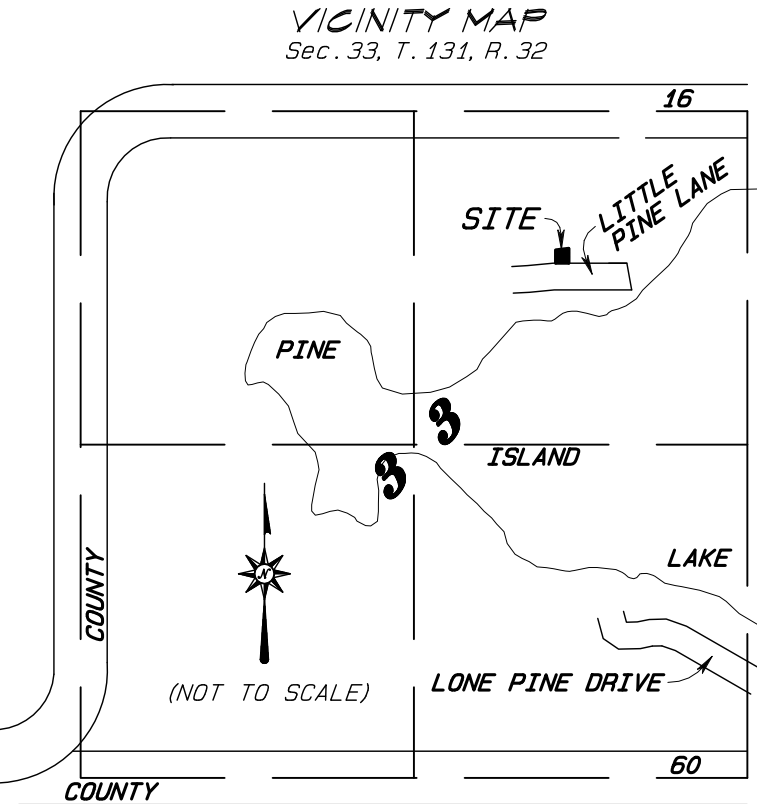
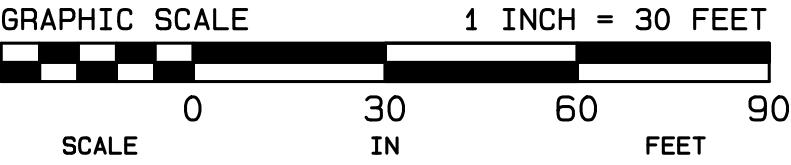
(DRIVEWAY - PRIVATE ROAD)

LITTLE



BASIS OF BEARINGS:
The west line of Lot 1, Block One, is assumed to bear N 01°12'08"W.

● FOUND IRON MONUMENT
○ SET 1/2 INCH IRON PIPE CAPPED "FESTLER 55338"



FESTLER LAND SURVEYING
1611 FIRST AVENUE NE,
LITTLE FALLS, MN 56345
(320) 632-4396





WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested <i>(Check one):</i>		Board Action Tracking Number : <i>(Issued by Auditor/Treasurer Office)</i>
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-14
Agenda Topic Title for Publication:		Sauk River FY2024 WBIF Work Plan Amendment
Date of Meeting: 12/2/2025	Agenda Time Requested: 3	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Planning and Zoning		
Person Presenting Topic at Meeting: Adam Ossefoort		
Background: <i>Supporting Documentation enclosed</i> <input checked="" type="checkbox"/>		
The Sauk River CWMP Policy Committee has voted to amend the FY24 WBIF work plan to reassign funding to new projects. Local partners must approve the changes by resolution. The attached resolution and supporting document outlines the proposed changes.		
Options:		
1. a motion to adopt the resolution for amend the FY24 work plan		
2. a motion to deny the resolution.		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: adopt the resolution to amend the FY24 Sauk River WBIF Work Plan.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ Funding Source(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Attorney Legal Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official CertificationSTATE OF MINNESOTA}
COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

**A RESOLUTION REGARDING THE ADMINISTRATION
OF THE MINNESOTA WETLAND CONSERVATION ACT**

**RESOLUTION TO ADOPT
The Sauk River Watershed Collaborative Watershed Based Implementation
Fund (WBIF) Revised FY2024 Workplan**

WHEREAS, Todd County approves the Sauk River Comprehensive Watershed Management Plan (CWMP) for the area of the county identified within the Sauk River Watershed.

WHEREAS, the Sauk River CWMP called for the development and adoption of biennial work plans, to be completed by a Policy Committee established via the execution of a joint powers collaborative agreement amongst partnering entities implementing the Sauk River CWMP.

WHEREAS, Todd County entered into a joint powers collaborative agreement with partnering entities to implement the Sauk River CWMP, and under this agreement a Policy Committee was established to, amongst other duties, review and recommend approval of any modifications or additions to the biennial work plans to collaborative partner's governing boards.

WHEREAS, Todd County has received notice from said Policy Committee that: 1) The revised fiscal year 2024 WBIF workplan has been reviewed on November 20th, 2025 and 2) the Policy Committee recommends approval of the same by each collaborative member's governing board.

NOW, THEREFORE, BE IT RESOLVED, Todd County hereby approves the submission of the Sauk River Watershed Collaborative's revised fiscal year 2024 workplan to the Minnesota Board of Water and Soil Resources.

ALSO, BE IT RESOLVED, Todd County adopts the revised fiscal year 2024 workplan upon approval of the Minnesota Board of Water and Soil Resources and the Sauk River Watershed Collaborative Fiscal Agent.

FY24 WBIF Grant Work Plan Rewrite

The following is the proposed rewrite of the FY24 WBIF grant work plan to enable the SRWC to implement the activities outlined while allowing for some flexibility to respond to changes related to landowner willingness, urgent project requests, and known reallocation needs.

Two reallocations are incorporated:

1. City of Rockville Stormwater Project
 - a. \$15,000 to objective 13 from objective 3
 - b. \$20,000 to objective 13 from objective 4
 - c. \$20,000 to objective 13 from objective 11
 - d. Added total of \$55,000
2. Vails Lake and SRCOL Headwaters Feasibility Study
 - a. \$2,000 to objective 4 from objective 2
 - b. \$9,000 to objective 4 from objective 6
 - c. \$10,000 to objective 4 from objective 7
 - d. \$37,250 to objective 4 from objective 10
 - e. \$10,750 to objective 4 from objective 11
 - f. \$6,000 to objective 4 from objective 12
 - g. added total of \$75,000
- ~~3. Cold Spring Dam Feasibility Study~~
 - ~~a. \$6,500 to objective 4 from objective 6~~
 - ~~b. \$45,000 to objective 4 from objective 7~~
 - ~~c. \$38,250 to objective 4 from objective 10~~
 - ~~d. \$22,250 to objective 4 from objective 11~~
 - ~~e. Added total of \$112,000~~

Objective 1: Project Coordination & Grant Management

E-Link Activity Category: Administration/Coordination

Staff Time: Yes

WBIF: \$52,190

Staff Hours: 600 hours

Narrative: The Sauk River Watershed District has been appointed as the Watershed Coordinator and Stearns County has been appointed as the fiscal agent on behalf of the Sauk River Watershed Collaborative (SRWC). Funding will be used to conduct the activities that are contained in the Collaborative Agreement and Fiscal Agent Agreement to administer and coordinate the collaborative's efforts.

Objective 2: Project Development

E-Link Activity Category: Project Development

Staff Time: Yes

WBIF: \$78,000

Staff Hours: 400 hours

Narrative: Funding will be used to conduct project development with landowners for activities such as, but not limited to, landowner contacts, conducting site visits and investigations, completing contracting processes and other activities to advance project implementation in CWMP priority areas watershed wide that directly support or supplement the goals and outcomes of the CWMP. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

Funding will be used to conduct outreach and/or education activities with landowners that directly support or supplement the goals and outcomes of the CWMP. These activities include, but are not limited to, field days, BMP tours, and outreach materials. The goal is to encourage the implementation of appropriate BMPs by landowners. Funding will cover the costs of staff time to plan and coordinate events and associated outreach, promotional materials, as well as, event location costs, meals, speaker fees, event materials, invitations, and direct outreach including mailings to landowners and stakeholders in targeted high priority and priority areas. Topics may include, but are not limited to, soil health practices, private well (nitrate) screening clinics, irrigation management and groundwater protection, and stormwater management.

Activities will be targeted within the identified priority areas and along priority water resources on page 5-5 of the CWMP. Supports all actions in the implementation schedule. Deliverables are contact with 100 landowners and 25 engaged landowners.

8/2025 reallocation: \$2,000 to objective 4 per request by Stearns CD (Prior total was \$80,000)

Objective 3: Supplies and Equipment

E-Link Activity Category: Supplies/Equipment

Staff Time: No

WBIF: \$75,000

Narrative: Funding will be used to acquire equipment, hardware, software, or supplies for including, but not limited to, street sweepers. Activities will be targeted within the identified priority areas and along priority water resources on page 5-5 of the CWMP and identified in the implementation schedule on pages 5-114 and 6-2. Deliverable is one piece of equipment.

Proposed activities will follow eligibility criteria as outlined in the Grants Administration Manual (GAM) and authorized by the FY24-25 WBIF Policy. Partners will confirm eligible activities with the BWSR BC overseeing this grant agreement. Any assurance measures or other criteria required of the BWSR will be followed prior to expenditure of funding. Specifically, grant funds will not be used for costs incurred for water quality monitoring such as, but not limited to,

routine, baseline, diagnostic, or effectiveness monitoring. This includes both surface and groundwater monitoring activities.

8/2025 reallocation: \$15,000 to objective 13 per request by SRWD (Prior total was \$90,000)

Objective 4: Planning and Assessment

E-Link Activity Category: Planning and Assessment

Staff Time: Yes

WBIF: \$220,000

Staff Hours: 5 hours

Narrative: Funding will be used to conduct planning and assessment efforts including, but not limited to, watershed regulatory review, subwatershed assessments, hydrology and hydraulics study, urban stormwater plans, and stormwater pond treatment effectiveness study. Activities will be targeted within the identified priority areas and along priority water resources on page 5-5 of the CWMP and identified in the implementation schedule on pages 5-114, 5-115, and 6-8 through 6-11. Deliverable is three assessments, studies, or plans.

Proposed activities will follow eligibility criteria as outlined in the Grants Administration Manual (GAM) and authorized by the FY24-25 WBIF Policy. Partners will confirm eligible activities with the BWSR BC overseeing this grant agreement. Any assurance measures or other criteria required of the BWSR will be followed prior to expenditure of funding. Specifically, grant funds will not be used for costs incurred for water quality monitoring such as, but not limited to, routine, baseline, diagnostic, or effectiveness monitoring. This includes both surface and groundwater monitoring activities.

8/2025 reallocation:

- \$20,000 to objective 13 per request by SRWD (Prior total was \$53,000)
- added \$75,000 from objectives 2, 6, 7, 10, 11, 12 per request by Stearns CD (Prior total was \$33,000)

10/2025 reallocation:

- added \$112,000 from objectives 6, 7, 10, & 11 per request by Stearns CD (Prior total was \$108,000)

Objective 5: Education and Outreach

E-Link Activity Category: Education/Information

Staff Time: Yes

WBIF: \$80,000

Staff Hours: 5 hours

Narrative: Funding will be used to conduct outreach and/or education activities with landowners that directly support or supplement the goals and outcomes of the CWMP, including but not limited to expanding Adopt-a-Drain program across the watershed, and develop watershed-wide messaging to promote watershed stewardship. Activities will be targeted within the identified priority areas and along priority water resources on page 5-5 of the CWMP and identified in the implementation schedule on pages 6-12. Deliverable is 15 promotions.

Objective 6: Technical & Engineering Assistance

E-Link Activity Category: Technical/Engineering Assistance

Staff Time: Yes

WBIF: \$172,300

Staff Hours: 2000 hours

Narrative: Funding will be used to conduct technical and engineering assistance including, but not limited to, technical site assessments, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects from a licensed professional engineer or staff with appropriate NRCS Job Approval Authority for the specific practice. Funding may be used to hire additional, or supplement, staff or consultant to assist with survey and design work. Practices will be designed according to the NRCS FOTG, MN Stormwater Manual, Blue Thumb Guide, or professional engineering standards. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

Activities will be targeted within the identified priority areas and along priority water resources on page 5-5 of the CWMP. Supports all actions in the implementation schedule.

8/2025 reallocation: \$9,000 to objective 4 per request by Stearns CD. (Prior total was \$187,800)

~~10/2025 reallocation: \$6,500 to objective 4 per request by Stearns CD. (Prior total was \$178,800)~~

Objective 7: Agricultural Practices

E-Link Activity Category: Agricultural Practices

Staff Time: No

WBIF: \$84,375

Match: \$21,093.75 landowner fund

Narrative: Funding will be used to provide cost-share for construction-related costs of structural agricultural practices, including but not limited to, WASCOBs, grassed waterways, and grade stabilizations. Budgeted amount will fund approximately 5 best management projects. Practices

will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, and tributaries upstream to SRCOL.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

8/2025 reallocation: \$10,000 to objective 4 per request by Stearns CD (Prior total was \$139,375)

~~10/2025 reallocation: \$45,000 to objective 4 per request by Stearns CD. (Prior total was \$129,375)~~

Objective 9: Livestock Waste Management

E-Link Activity Category: Livestock Waste Management

Staff Time: No

WBIF: \$140,000

Match: \$35,000 landowner fund

Narrative: Funding will be used to provide cost-share for livestock waste management practices, including but not limited to, feedlot fixes, pit closure, and grazing systems. Budgeted amount will fund approximately 1 best management project. Practices will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, and tributaries upstream to SRCOL.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

Objective 10: Non-Structural Management Practices

E-Link Activity Category: Non-Structural Management Practices

Staff Time: No

WBIF: \$23,250

Match: \$937.50 landowner fund

Narrative: Funding will be used to enroll acres in ecological or other practice types that are non-structural in nature including, but not limited to, cover crops, conservation tillage (reduced tillage, no till), residue management, nutrient management, prescribed grazing, ecological plantings, and perennial plantings. Practices will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy.

Budgeted amount will fund approximately 1000 of acres of best management practices. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, and tributaries upstream to SRCOL.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

8/2025 reallocation: \$37,250 to objective 4 per request by Stearns CD (Prior total was \$98,750)

~~10/2025 reallocation: \$38,250 to objective 4 per request by Stearns CD. (Prior total was \$61,500)~~

Objective 11: Streambank or Shoreline Protection

E-Link Activity Category: Streambank or Shoreline Protection

Staff Time: No

WBIF: \$213,750

Match: \$53,437.50 landowner fund

Narrative: Funding will be used as cost-share for constructed practices using vegetation or structures to stabilize and protect banks and beds of streams, lakes, or excavated channels against scour, erosion, or stream crossing. Practices will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy.

Budgeted amount will fund approximately 600 linear feet of streambank or shoreland restoration practices including, but not limited to, floodplain benches, shoreland restoration projects, bank stabilization projects, upland gully/rill erosion projects, and ravine erosion. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, and tributaries upstream to SRCOL.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

8/2025 reallocation:

- \$10,750 to objective 4 per request by Stearns CD (Prior total was \$266,750)
- \$20,000 to objective 13 per request by Stearns CD & SRWD (Prior total was \$256,000)

~~10/2025 reallocation: \$22,250 to objective 4 per request by Stearns CD. (Prior total was \$236,000)~~

Objective 12: Wetland Restoration

E-Link Activity Category: Wetland Protection

Staff Time: No

WBIF: \$19,000

Match: \$4,750 landowner fund

Narrative: Funding will be used as cost-share for constructed practices to restore wetlands. Practices will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy.

Budgeted amount will fund 1 wetland project to treat about 40 acres. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, and tributaries upstream to SRCOL.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

8/2025 reallocation: \$6,000 to objective 4 per request by Stearns CD (Prior total was \$25,000)

Objective 13: Urban Stormwater Practices

E-Link Activity Category: Urban Stormwater Practices

Staff Time: No

WBIF: \$55,000

Match: \$50,000

Narrative: Funding will be used as cost-share for constructed practices to address urban stormwater. Practices will be selected using modeling, pollutant reduction estimates, landowner willingness, best professional judgement, and the SRWC JPC policy.

Budgeted amount will fund 1 stormwater project of practices including, but not limited to, stormwater treatment basin, piped outlet stabilized with rip-rap. Activities will be first targeted in the following HSPF reaches Osakis 3, 10, 22; Sauk Lake 30, 43, 50, 54, 70, 71, 72, 73, 75, 77, 79, 100; Centre Sauk 110, 130, 181, 190, 221; GUS Plus 157, 159, 230, 241, 242, 243, 245; Chain of Lakes 370, 375, 381, 383, 385, 388, 389, 392, 394, 400, 411, 420, Mini Metro 461 to accomplish actions within each management district's implementation schedule in CWMP to address targeted resources are JD2, Sauk River, Lake Osakis, Sauk Lake, Ashley Creek, Fairy Lake, CD44, Getchell Creek, SRCOL, tributaries upstream to SRCOL, and Pleasant Lake.

Technical assistance and engineering may be provided through Objective 6: Technical & Engineering Assistance. Partner JAA documentation may be requested from individual offices to verify technical signoffs, where applicable.

8/2025 reallocation: \$55,000 to objective 13 from objectives 3, 4, & 11 per request by Sauk Watershed District.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

● MINNESOTA ● EST. 1855 ●

Board Action Form

Requestor to Complete:

Type of Action Requested (Check one):		Board Action Tracking Number : (Issued by Auditor/Treasurer Office)
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other	20251202-15
Agenda Topic Title for Publication:		Accounting Contract
Date of Meeting: 12/2/2025	Agenda Time Requested: 5 min	<input type="checkbox"/> Consent Agenda
Organization / Department Requesting Action: Health & Human Services		
Person Presenting Topic at Meeting: Jackie Och		
Background: Supporting Documentation enclosed <input checked="" type="checkbox"/>		
An accounting contract extension was discussed at the November 18 th , 2025 work session. Contracting the service will serve as a resource for the annual CLA audit and 2027 budget preparation.		
Options:		
1. Approve the extension of the Accounting contract as presented with Jena Peterson through August 31 st , 2026.		
2. Not approve		
Recommendation:		
The Todd County Board of Commissioners approves the following by Motion: Approve the extension of the Accounting contract as presented with Jena Peterson through August 31st, 2026.		

Additional Information:	Budgeted:	Comments
Financial Implications: \$ 60.00/hourly Funding Source(s): 11 & 21	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Attorney Legal Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Facilities Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Finance Committee Review: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Auditor/Treasurer Archival Purposes Only:

Action Taken:	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Byers	<input type="checkbox"/> Byers
Second:	<input type="checkbox"/> Denny	<input type="checkbox"/> Denny
<input type="checkbox"/> Passed <input type="checkbox"/> Rollcall Vote	<input type="checkbox"/> Noska	<input type="checkbox"/> Noska
<input type="checkbox"/> Failed	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann
<input type="checkbox"/> Tabled	<input type="checkbox"/> Becker	<input type="checkbox"/> Becker
<input type="checkbox"/> Other:	Notes:	

Official Certification

STATE OF MINNESOTA}

COUNTY OF TODD}

I, Denise Gaida, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:

Seal

TODD COUNTY HEALTH & HUMAN SERVICES PURCHASE OF SERVICES CONTRACT

The County of Todd, acting through its Health & Human Services Department (“Agency”), 212 2nd Ave SE, Long Prairie, MN 56347, hereinafter referred to as the County, and Jena Peterson, hereinafter referred to as the Contractor, enter into this Agreement for the period of January 1, 2026 through August 31, 2026.

SCOPE OF SERVICES

- 1) The County agrees to purchase, and the Contractor agrees to furnish, services such as the following, depending upon County needs:
 - Assistance preparing grant expenditure reports from County financial records
 - Assistance preparing County budget materials
 - Assistance developing and monitoring Agency spread sheets (grants, revenues and expenditures, waiver programs)
 - Assistance in completing month end processes/procedures
 - Assistance gathering financial data needed for a variety of state reporting
 - Assistance with agency financial audits
 - Assistance with agency medical billing
 - Consulting with the Agency Director and other members of the management team regarding financial procedures and processes
 - Consultation with Agency accounting staff
 - Other projects as requested and agreed upon
- 2) The Contractor agrees to maintain books, records, documents, and other evidence which sufficiently reflect services provided through this Agreement. These books, records and documents, and other information relevant to the Agreement, shall be subject at all reasonable times to inspection, review or audit on site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or State Auditor as appropriate. The Contractor agrees to maintain records for three (3) years after the last date of services under this Agreement, provided that the County may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by the County or its ultimate funding source.
- 3) The County may duplicate, use and disclose in any manner consistent with the provisions of the Data Privacy Clause in this Agreement, and have others do so, all data delivered under this Agreement.
- 4) The County may evaluate the performance of the Contractor in regard to the provisions of this agreement prior to its termination. The County reserves the right to authorize independent evaluations under this paragraph.

PAYMENT

- 1) The Contractor agrees to perform the described services at the rate of sixty dollars per hour (\$60/hour) for the term of this Agreement, not to exceed a total of 120 hours in any month, unless authorized in writing by the County. Fractional amounts of time shall be billed in fifteen-minute increments. This includes time spent by the Contractor traveling to and from scheduled meetings at Todd County or other prearranged locations. There will be no mileage reimbursement. Contractor may charge the County a minimum of one hour per week, to maintain current access to county & state systems, monitor emails, and other nominal tasks. Payment is contingent on timely written submission of the following information to the Agency Director:

- dates of service

- time worked on each date
- documentation of work accomplished

- 2) The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice for services purchased on a form acceptable to the County. Except as provided below, the County shall make payment to the Contractor within thirty (35) days of the date of which the invoice is received. The County has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoiced services were performed.

INDEMNITY AND INSURANCE

The Contractor agrees to defend and indemnify the County, its officials, employees and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Contractor's performance of this Agreement.

INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between County and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how best to perform or provide services. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by County's employees and is not eligible for Worker's or Unemployment Benefits. Contractor further acknowledges and agrees that no withholdings or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of federal and state tax laws.

DATA PRIVACY

- 1) All data collected, created, received, maintained or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et. seq., or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules and/or regulations.
- 2) Contractor also agrees to abide by the terms of the attached addendum to this Agreement entitled as "Attachment A, BUSINESS ASSOCIATE AGREEMENT, HIPAA Addendum."

MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when it has been reduced to writing, signed by authorized representatives of the County and the Contractor, and attached to the original of this Agreement.

EARLY TERMINATION OF AGREEMENT

The County may immediately terminate this Agreement if it does not obtain adequate reimbursement from state and federal sources for Contractor's services. In that event, the obligations of each party hereunder shall be immediately cancelled, other provisions of this Agreement notwithstanding. Any such termination shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation. Any such termination takes effect upon service of written notice

thereof by the County to the Contractor (via Certified Mail or in person) or via fax or email.

DEFAULT

- 1) Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any circumstances wanting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure.
- 2) If the Contractor fails to remedy the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.
- 3) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of authorized representative of the County, and attached to the original Agreement.
- 4) The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law and/or under this Agreement.

CANCELLATION AND FINALIZATION

- 1) This Agreement or portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by mail or in person.
- 2) After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:
 - a. Discontinue provision of Purchased Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
 - b. Cancel all orders to the extent that they relate to the performance of Purchased Services cancelled by the notice of cancellation.
 - c. Complete performance of such Purchased Services as shall not have been cancelled by the notice of cancellation.
 - d. Submit a revenue and expense statement for the performance of Purchased Services prior to the effective date of cancellation within thirty (30) days of said date.
 - e. Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the County.

MERGER

It is understood and agreed that the entire Agreement between 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 agreements presently in effect between the Contractor and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement this 2nd day of December, 2025.

Todd County Board of Commissioners

Bob Byers, Chair

Dated: _____

Todd County Health & Human Services

Jackie Och, Director

Dated: _____

Contractor

Jena Peterson, Accountant

Dated: _____

Todd County Attorney

John Lindemann, County Attorney

Dated: _____

Attachment A
BUSINESS ASSOCIATE AGREEMENT
HIPAA Addendum

THIS ADDENDUM supplements and is made a part of the contract or agreement (hereinafter, the "Underlying Agreement") between Todd County and Jena Peterson (the "Business Associate"). The Underlying Agreement, when accepted by Todd County, establishes the terms of the relationship between Todd County and the Business Associate.

Whereas, Todd County and the Business Associate are parties to the Underlying Agreement;

Whereas, pursuant to the Underlying Agreement, the Business Associate provides certain services to Todd County and in connection with the provision of those services, Todd County discloses to the Business Associate certain Protected Health Information ("PHI") (as defined in 45 CFR §164.501);

Whereas, the PHI is subject to regulatory protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") implementing regulations, 45 CFR Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

Whereas, the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Omnibus Rule, provides modifications to the HIPAA Security and Privacy Rule;

Whereas Todd County is a "Covered Entity" as defined in the Privacy Rule;

Whereas, Jena Peterson, as a recipient of PHI from Todd County, is a "Business Associate" as that term is defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI, as the terms "use" and "disclosure" are defined in the Privacy Rule; and

Whereas, the purpose of this Addendum is to comply with the requirement of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 CFR Part 164;

NOW, THEREFORE in consideration of the Parties continuing obligations under this Agreement, compliance with the Privacy Rule, and the mutual promises and covenants contained herein, the Parties agree to the provisions of this Agreement as follows:

- 1) Definitions. Terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules. In addition, the following shall apply:
 - a. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this agreement, shall mean Jena Peterson.
 - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to this agreement, shall mean Todd County.
 - c. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2) Scope of Use and Disclosure of Protected Health Information by Business Associate.

- a. Business Associate shall be permitted to use and disclose PHI that is disclosed to it by Todd County as necessary to perform its obligations under the Underlying Agreement in accordance with Business Associate's established policies, procedures, and requirements.
- b. Business Associate may use or disclose PHI as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Todd County's minimum necessary policies & procedures.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Todd County except for the specific uses and disclosures set forth below:
 - i. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate; and
 - ii. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to fulfill any legal responsibilities of Business Associate provided, however, that:
 - 1. The disclosures are required by law; or
 - 2. Business Associate has received from the third party written assurances that: the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and the third party will notify the Business Associate of any instances of which the confidentiality of the information has been breached.

3) Obligations of Business Associate. In connection with its use and disclosure of PHI, Business Associate agrees that it will:

- a. Use or further disclose PHI only as permitted or required by this Addendum and/or as required by law;
- b. Use reasonable and appropriate safeguards and comply with the HIPAA Security Rule, Subpart C of 45 CFR Part 164, with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Addendum, including:
 - i. To the extent that Business Associate is conducting electronic transactions as described in 45 CFR §162.923, on behalf of Todd County, Business Associate will comply with the Electronic Data Interchange (EDI) regulations set out in 45 CFR §162.10 through 162.182; and
 - ii. To the extent that Business Associate is sharing electronic transmissions with Todd County, Business Associate will sign a trading partner agreement with Todd County.
- c. Take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss of PHI by Business Associate in violation of this Addendum;
- d. Report to Todd County any use and/or disclosure of PHI not provided for by this Addendum of which the Business Associate becomes aware, including breaches or potential breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware within one (1) business day following the discovery of any violation;
- e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees that its agents, including any subcontractors, that create, receive, maintain, or transmit **PHI** on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- f. Make available its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Business Associate on behalf of Todd County to Todd County, the Minnesota Legislative auditor, the State Auditor, and the U.S. Secretary of Health and Human Services or their representatives,

delegates, and agents, for purposes of determining the Business Associate's compliance with the Privacy Rule;

- g. Within fifteen (15) days of receiving a request from Todd County, make available the information necessary for Todd County to provide an accounting of disclosures to the individual as necessary to satisfy Todd County's obligations under 45 CFR 164.528;
 - h. Within ten (10) days of receiving a written request from Todd County, make available PHI necessary for Todd County to respond to the individuals' request for access to PHI about them that is not in the possession of Todd County in accordance with Todd County's obligations under 45 CFR 164.524;
 - 1. Within fifteen (15) days of receiving a written request from Todd County, incorporate any amendments to the PHI in accordance with the Privacy Rule;
 - j. Not make any disclosure of PHI that DHS would be prohibited from making; and
 - k. To the extent the Business Associate is to follow Todd County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Todd County in the performance of such obligation(s).
- 4) Obligations of Todd County. Todd County agrees that:
- a. In its Notice of Privacy Practices, as required by the Privacy Rule, Todd County has included a statement that Todd County may disclose PHI for health care operations purposes;
 - b. Todd County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
 - c. Todd County is authorized by law or regulations to share PHI relating to the Underlying Agreement with Business Associate; and
 - d. Todd County has obtained any required consents, authorizations or other permissions that may be necessary for Todd County to share PHI with Business Associate. Todd County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Todd County except if Business Associate will use or disclose PHI for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.
- 5) Termination.
- a. Term. The Term of this Addendum shall be effective as of the effective date of the Underlying Agreement and shall terminate upon the expiration of the Underlying Agreement, or as provided by the Covered Entity's right to terminate as authorized in this section, whichever is sooner.
 - b. Termination for Cause. Todd County may terminate this Addendum if Todd County determines that Business Associate has breached a material term of this Addendum.
 - c. Effect of Termination.
 - 1. Termination of this Addendum will result in termination of the Underlying Agreement.
 - ii. Upon termination of this Addendum or the Underlying Agreement, for any reason, Business Associate will return or destroy all PHI received from Todd County, or created, maintained, or received by Business Associate on behalf of Todd County that Business Associate still maintains in any form. Business Associate shall retain no copies of such PHI. Provided that if such return or destruction is not feasible, Business Associate shall provide written notification to Todd County of the conditions that make return or destruction not feasible. If Todd County and Business Associate agree that return or destruction of **PHI** is not feasible, Business Associate will extend the protections of this Addendum to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. Survival. The obligations of Business Associate under this section shall survive the termination of this Agreement.
- 6) Amendment. Business Associate and Todd County agree to take such action as is necessary to amend this Addendum from time to time in order to maintain compliance with the requirements of the Privacy Rules and any other applicable law.
- 7) Regulatory References. A reference in this Addendum to a section in the HIPAA Privacy Rules, HIPAA Security Rules, or HITECH Act means the section as in effect and/or as amended.
- 8) Indemnification for Breach. Business Associate shall, to the extent allowed by law, indemnify Todd County for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rules.
- 9) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Privacy Rules.
- 10) Disclaimer. Todd County makes no warranty or representation that compliance by Business Associate with this Addendum will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions it makes regarding the safeguarding of "protected health information". Todd County shall not be liable to Business Associate for any claim, loss, or damage related to the unauthorized use or disclosure of any information received by Business Associate from Todd County or from any other source.