

**FILLMORE COUNTY  
BOARD OF COMMISSIONERS  
MEETING AGENDA  
November 22, 2016**

Fillmore County Courthouse, 101 Fillmore Street - Preston, MN

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Mitch Lentz - First District

Harry Root - Third District

Randy Dahl - Second District

Duane Bakke - Fourth District

Marc Prestby - Fifth District

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9:00 a.m. Pledge of Allegiance

Approve Agenda

Approve Consent Agenda:

1. November 8, 2016 County Board minutes.
2. Payment of Stantec invoice # 1118079 in the amount of \$758.30 for professional services for the Greenleafon Community Sanitary project for September 17, 2016 through October 21, 2016.
3. Family and Medical Leave for employee #1445 effective November 8, 2016 for up to twelve (12) weeks in accordance with County policies

Approve Commissioners' Warrants

Review Auditor's Warrants

9:05 a.m. Shelly Caldwell and Bill Cutshall, Marco, Inc.

1. Presentation of Managed IT Services

9:20 a.m. Ronald Gregg, Engineer

1. Consider resolution to keep the Fillmore County's Municipal State Aid Construction Account whole without being penalized on the 25 year needs
2. Consider resolution requesting a variance for the design speed of the roadway in the replacement of Bridge No. L4778 (Old Barn Bridge) in Carrolton Township

9:30 a.m. Citizens' Input

9:35 a.m. Neva Beier, Community Services – Social Services Division

1. Consider approval of 2017 Purchase of Service Agreement with Workforce Development, Inc. for MFIP (Minnesota Family Investment Program) and DWP (Diversionary Work Program) at the same allocation as 2016
2. Consider State of MN Department of Human Services County Grant Contract

9:50 a.m. David Kiehne, Recorder

1. Consider appointment by Court of Examiner of Title for Registered land (Torrens)
2. Consider adoption of resolution appointing the County Attorney as advisor to the Registrar of Title

10:10 a.m. Kristina Kohn, Human Services Officer

1. Consider request to hire replacement Account Tech/Case Aide at Grade 5/ Step 1 effective January 3, 2017
2. Consider request to hire Transfer Station Attendant at Grade 4/ Step 1 effective December 2, 2016 as recommended by the Hiring Committee
3. Consider request to advertise for replacement 1.0 FTE custodian as recommended by the Hiring Committee
4. Update on Open Enrollment with new benefit options

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- 10:10 a.m. Kristina Kohn, Human Services Officer, continued
5. Consider request to rescind resignation of Jessica Erickson, Director of Nursing
  6. Consider request to change 1.0 FTE status for Jessica Erickson, Director of Nursing, from 1.0 to 0.5 FTE
  7. Discussion with possible action regarding 2017 roles, responsibilities and wages for County Coordinator

- 10:30 a.m. Bobbie Vickerman, Coordinator
1. Discussion with possible action for Managed IT Services
  2. Consider approval of request for proposals for copy machine services
  3. Consider approval of the CornerHouse interview room technology paid for with Child Protection Grant funds
  4. Consider budget and levy recommendations

**OTHER ADMINISTRATIVE ITEMS:**

1. Consider approval of Association of Minnesota Counties voting delegates for annual meeting.

Calendar review and Committee reports

**1:00 p.m. Joint Board of Health – Fillmore and Houston Counties at Mabel Community Center**

**MEETINGS: (Conference Room 102U, Fillmore County Courthouse unless otherwise indicated)**

- |                       |           |   |
|-----------------------|-----------|---|
| Monday, November 21   | 9:30 a.m. | Clean Water Council Presentation – Root River One Watershed/One Plan Pilot project, MPCA Office, St. Paul |
| Tuesday, November 22  | 7:30 a.m. | Highway Dept., Highway Office, Preston  |
|                       | 8:00 a.m. | Community Services, Commissioners’ Board Room, Courthouse, Preston  |
|                       | 9:00 a.m. | County Board – Special Meeting, Commissioners’ Board Room, Courthouse, Preston                            |
|                       | 1:00 p.m. | Fillmore-Houston Joint Board of Health, Mabel Community Center, Mabel                                     |
| Thursday, November 24 | All Day   | County Offices Closed for Thanksgiving  |
| Friday, November 25   | All Day   | County Offices Closed for Thanksgiving  |
| Monday, November 28   | 9:00 a.m. | Resource, Conservation & Development, Rochester   |
|                       | 6:00 p.m. | Zumbro Valley Health Center, Rochester  |
| December 5 – 6        |           | Association of MN Counties (AMC) Annual Conference, Minneapolis   |
| Tuesday, December 6   |           | NO COUNTY BOARD MEETING   |
| Thursday, December 8  | 8:30 a.m. | Southeastern Emergency Medical Services, Rochester  |

This is a preliminary draft of the November 8, 2016 minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in regular session this 8th day of November, 2016 at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Randy Dahl, Duane Bakke, Mitch Lentz, and Harry Root. Also present were: Bobbie Vickerman, Coordinator/Clerk; Ronald Gregg, Highway Engineer; Matthew Gregg, Eagle Scout Project Presenter; Brenda Pohlman, Health Educator/MPH; Jessica Erickson, Director of Nursing; Anthony Webber, Chief Deputy; Kristina Kohn, Human Resources Officer; Karen Reisner, Fillmore County Journal; and Gretchen Mensink-Lovejoy, Republican-Leader.

The Pledge of Allegiance was recited.

On motion by Root and seconded by Lentz, the Board unanimously approved the amended agenda.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the following Consent Agenda:

- 1. November 1, 2016 County Board minutes, as presented.
- 2. Payment of SELCO 4th quarter invoice for \$54,827.25 in accordance with agreement.

On motion by Root and seconded by Lentz, the Board unanimously approved payment of the following Commissioners' warrants:

**WARRANTS**

The Auditor's warrants were reviewed.

Brenda Pohlman, Health Educator/MPH, Public Health; and Matthew Gregg, Fillmore Central Student/Eagle Scout, were present.

Health Educator Pohlman presented the project that she has been working on with Matthew Gregg for his Eagle Scout project entitled "Buckle Up" through the Toward Zero Death (TZD) grant. The project will be stenciling "Buckle Up" in parking lots in Harmony and Preston. Matthew Gregg noted that he has been in contact with different organizations in Harmony and Preston and has some parking lots that he can start to work on if approval is given. He noted that the project will be paid for through fundraising. It was noted that the only cost to the County is for the stencils. Approximately \$84.00 could be paid for through the Toward Zero Death grant.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request for an Eagle Scout project entitled "Buckle Up" for Matthew Gregg, Fillmore Central Student/Eagle Scout, through the Toward Zero Death (TZD) grant.

Jessica Erickson, Director of Nursing, Public Health, was present.

On motion by Dahl and seconded by Root, the Board unanimously approved to accept applications for a possible Public Health student intern for up to 600 hours with only mileage being reimbursed as recommended by the Director of Nursing.

Vickerman noted that the Community Services Committee had discussed the possibility of moving the

Director of Nursing position to a .5 full time equivalent (FTE). It was stated that this change would allow the current Director of Nursing to stay in her current role. Discussion ensued. Bakke noted that he was not comfortable with a Department Head being a part-time position.

A motion was made by Lentz and seconded by Dahl to move the current Director of Nursing from a 1.0 FTE position to a .5 FTE on a temporary year trial. The Chair called for a vote: Commissioners voting "aye": Lentz, Dahl, Root and Prestby. Commissioners voting "nay": Bakke. The motion prevailed.

Kristina Kohn, Human Resources Officer, was present.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the hire of Alexis Hall as an RN/Social Worker in the Community Services, Public Health Department, at Grade 9/Step 1, effective November 18, 2016 as recommended by the Hiring Committee.

On motion by Root and seconded by Dahl, the Board unanimously approved to hire a replacement Case Aide in Community Services – Public Health Department from the list of eligible candidates as recommended by the Personnel Committee.

On motion by Dahl and seconded by Root, the Board unanimously approved to hire Abee Yasiin as an Intermittent Jailer at Step 1 of the LELS union scale effective November 9, 2016 as recommended by the Hiring Committee.

On motion by Dahl and seconded by Bakke, the Board unanimously approved to hire Eric Karsten as an Intermittent Jailer at Step 1 of the LELS union scale effective November 14, 2016 as recommended by the Hiring Committee.

Discussion was held concerning the 2017 Coordinator roles, responsibilities and wages. The options that were presented by the Human Resources Officer were discussed. It was noted that a much bigger discussion needed to take place regarding the role and responsibilities of this position. Bakke noted that he would like to wait until after the election due to the question on the ballot regarding the Auditor/Treasurer position. By Board consensus, it was decided to wait with any decisions until after the election and to be placed on the Board agenda for November 22, 2016.

On motion by Bakke and seconded by Root, the Board unanimously approved the hire of a temporary custodian in the Building Maintenance Department at Grade 2/Step 1, effective November 9, 2016 as recommended by the Personnel Committee.

The Citizen's Input portion of the meeting was opened and closed at 9:37 a.m. as no one was present to speak.

On motion by Dahl and seconded by Root, the Board unanimously approved Bobbie Vickerman as the Minnesota Counties Intergovernmental Trust delegate and Commissioner Duane Bakke as the alternate for the annual meeting.

The Board provided the Coordinator direction in seeking out delegates for the AMC Annual meeting.

On motion by Root and seconded by Dahl, the Board unanimously approved the purchase of maintenance-free picnic tables and a wellness feast for December 13<sup>th</sup> (along with the Ugly Sweater contest) to be paid for with the remainder of the 2016 Wellness Grant funds.

On motion by Lentz and seconded by Dahl, the Board unanimously approved the annual SHI True-up

order for the Microsoft Enterprise agreement in the sum of \$41,039.00 as recommended by the Coordinator.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the sale of the tax forfeiture property, I.D. # 09.0056.000 in Canton, Minnesota to the City of Canton in the amount of \$1,600.

A review of the calendar was done and the following committee reports and announcements were given: Bakke – Clean Water Council presentation on behalf of Root River One Watershed/One Plan Pilot project on November 21<sup>st</sup>; Canvassing Board will be November 16<sup>th</sup> at 10 a.m.; Lentz – Wellness Committee – Wellness dollars for 2017 were discussed and different program options, discussion regarding the Wellness and Activities committees combining; Root- Cherry Grove Wastewater project is having difficulty finding five acres to do the project; and Dahl/Prestby – Department Head – Courthouse Security options, employee benefits, 2017 goals, meeting goal, payroll, technology, levy decrease, copy machines and printers/centralized purchasing, and ALICE (Alert, Lockdown, Inform, Counter, Evacuate) training.

By Board consensus it was decided that Bobbie Vickerman, Coordinator, and Carrie Huffman, Interim Auditor/Treasurer, should attend the State Auditor Training.

On motion by Bakke and seconded by Dahl, the Chair adjourned the meeting at 10:19 a.m.



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3	DEPT			Board Of Commissioners		
15	Assoc of MN Counties 01-003-000-0000-6245		25.00	amc district meeting ML		Registration Fees
15	Assoc of MN Counties		25.00	1 Transactions		
82132	Fillmore Co Journal 01-003-000-0000-6233		12.50	10/25 Board Min	79485	Publications
82132	Fillmore Co Journal		12.50	1 Transactions		
3	DEPT Total:		37.50	Board Of Commissioners	2 Vendors	2 Transactions
11	DEPT			District Court		
5992	Suhler,Jr,Atty/Frederick S 01-011-000-0000-6261		890.00	Attorney Work		Court Appointed Attorneys
5992	Suhler,Jr,Atty/Frederick S		890.00	1 Transactions		
11	DEPT Total:		890.00	District Court	1 Vendors	1 Transactions
14	DEPT			Law Library		
437	Thomson Reuters-West Payment Center 01-014-000-0000-6451		539.78	West Information Charges	834995993	Reference Materials
	01-014-000-0000-6451		93.75	Discount plan Charges	835071330	Reference Materials
437	Thomson Reuters-West Payment Center		633.53	2 Transactions		
14	DEPT Total:		633.53	Law Library	1 Vendors	2 Transactions
34	DEPT			Policy Coordinator		
15	Assoc of MN Counties 01-034-000-0000-6245		25.00	AMC Dist 9 mtg-10/24/2016	46082	Registration Fees
15	Assoc of MN Counties		25.00	1 Transactions		
34	DEPT Total:		25.00	Policy Coordinator	1 Vendors	1 Transactions
41	DEPT			Auditor/Treasurer		
2988	Bluff Country Newspaper Group 01-041-000-0000-6241		110.00	Ad fax tax reminder	00057240	Advertising

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
2988	Bluff Country Newspaper Group				110.00		1 Transactions				
5443	Kandace Johnson	01-041-000-0000-6285			3,975.00	Ass. to A/T office				Fed Improvement Const/Grant	
5443	Kandace Johnson				3,975.00		1 Transactions				
41	DEPT Total:				4,085.00	Auditor/Treasurer		2 Vendors		2 Transactions	
60	DEPT					Information Systems					
111	Fillmore Co Treasurer- Credit Card/ACH	01-060-000-0000-6408			27.37	Battery and Clock				Other Office Supplies	
111	Fillmore Co Treasurer- Credit Card/ACH				27.37		1 Transactions				
60	DEPT Total:				27.37	Information Systems		1 Vendors		1 Transactions	
62	DEPT					Elections					
82132	Fillmore Co Journal	01-062-000-0000-6233			1,936.06	General Election Sample ballot				Publications	
82132	Fillmore Co Journal				1,936.06		1 Transactions				
62	DEPT Total:				1,936.06	Elections		1 Vendors		1 Transactions	
100	DEPT					County Recorder Equipment					
3578	Tyler Technologies, Inc.	01-100-000-0000-6636			250.00	Lost in Virus Attack		025-172478		Imaging Expense	
3578	Tyler Technologies, Inc.				250.00		1 Transactions				
4568	US Bank Equipment Finance	01-100-000-0000-6310			179.00	Contract payment-Ricoh		317194165		Contract Repairs And Maintenance	
4568	US Bank Equipment Finance				179.00		1 Transactions				
100	DEPT Total:				429.00	County Recorder Equipment		2 Vendors		2 Transactions	
101	DEPT					Recorder					
3870	Phillips/Susan	01-101-000-0000-6335			37.80	Mileage to training				Employee Automobile Allowance	

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Vendor No.	Vendor Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3870	Phillips/Susan		37.80		1 Transactions	
101	DEPT Total:		37.80	Recorder	1 Vendors	1 Transactions
102	DEPT			Surveyor		
106	Fillmore Co Treasurer 01-102-000-0000-6561		62.30	October Fuel		Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		62.30		1 Transactions	
102	DEPT Total:		62.30	Surveyor	1 Vendors	1 Transactions
103	DEPT			Assessor		
106	Fillmore Co Treasurer 01-103-000-0000-6561		19.58	October 2016 Fuel Expense		Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		19.58		1 Transactions	
103	DEPT Total:		19.58	Assessor	1 Vendors	1 Transactions
104	DEPT			Gis		
1789	Minnesota GIS LIS Consortium 01-104-000-0000-6245		410.00	GIS Conference	200002217	Registration Fees
1789	Minnesota GIS LIS Consortium		410.00		1 Transactions	
104	DEPT Total:		410.00	Gis	1 Vendors	1 Transactions
105	DEPT			Planning And Zoning		
106	Fillmore Co Treasurer 01-105-000-0000-6561		87.22	October Gas	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		87.22		1 Transactions	
83550	Kelly Printing & Signs 01-105-000-0000-6402		9.00	Planning Commission		Stationary And Forms
83550	Kelly Printing & Signs		9.00		1 Transactions	
5432	Rupp, Anderson, Squires & Waldspurger 01-105-000-0000-6377		332.50	Legal Services		Fees And Service Charges



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
5432	Rupp, Anderson, Squires & Waldspurger		332.50	1 Transactions		
105	DEPT Total:		428.72	Planning And Zoning	3 Vendors	3 Transactions
106	DEPT			Unallocated Recording Fee		
4781	Pro-West & Associates, Inc 01-106-000-0000-6637		297.50	Contour data updates	000958	Software Expenses
4781	Pro-West & Associates, Inc		297.50	1 Transactions		
106	DEPT Total:		297.50	Unallocated Recording Fee	1 Vendors	1 Transactions
111	DEPT			Facilites Mtce		
4096	Canton Heating & Cooling LLC 01-111-000-0000-6317		787.58	Old water fountain on handicap	1593	Building Maintenance
4096	Canton Heating & Cooling LLC		787.58	1 Transactions		
3435	DALCO 01-111-000-0000-6411		353.88	Vacuum Supplies		Custodial Supplies
	01-111-000-0000-6580		33.54	Vacuum Parts		Other Repair And Maintenance Supplies
3435	DALCO		387.42	2 Transactions		
106	Fillmore Co Treasurer 01-111-000-0000-6561		8.90	Gas for mowers	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer		8.90	1 Transactions		
3514	Mid American Research Chemical 01-111-000-0000-6411		224.00	Custodial Supplies	0593830-IN	Custodial Supplies
3514	Mid American Research Chemical		224.00	1 Transactions		
5988	Preston Auto Parts 01-111-000-0000-6580		33.09	Maintenance supplies		Other Repair And Maintenance Supplies
	01-111-000-0000-6580		17.11	Grease tubes and toilet handle		Other Repair And Maintenance Supplies
5988	Preston Auto Parts		50.20	2 Transactions		
303	Preston Equipment Co 01-111-000-0000-6580		50.02	Snow blower parts	01-17053	Other Repair And Maintenance Supplies
303	Preston Equipment Co		50.02	1 Transactions		

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3448	Reliable Pest Management 01-111-000-0000-6377		45.00	Rodent control at FCOB	3991	Fees And Service Charges
3448	Reliable Pest Management		45.00	1 Transactions		
85924	Schilling Supply Company 01-111-000-0000-6411		161.78	TP & PT custodial supplies	572771-00	Custodial Supplies
85924	Schilling Supply Company		161.78	1 Transactions		
3511	State Industrial Products-State Chemical 01-111-000-0000-6317		662.00	GLYCOL for chiller and boilers		Building Maintenance
	01-111-000-0000-6411		166.00	GLYCOL for chiller and boilers		Custodial Supplies
3511	State Industrial Products-State Chemical		828.00	2 Transactions		
3975	Ultimate Safety Concepts Inc 01-111-000-0000-6377		121.00	Fire Ext. inspection-Annual	168813	Fees And Service Charges
3975	Ultimate Safety Concepts Inc		121.00	1 Transactions		
7239	Werner Electric 01-111-000-0000-6317		554.17	Bulbs and Ballast	S9493230.001	Building Maintenance
7239	Werner Electric		554.17	1 Transactions		
9206	Winona Heating & Ventilating Inc 01-111-000-0000-6317		306.78	Filters for air handler at FCO	89279	Building Maintenance
9206	Winona Heating & Ventilating Inc		306.78	1 Transactions		
111	DEPT Total:		3,524.85	Facilities Mtce	12 Vendors	15 Transactions
149	DEPT			Other General Government		
4928	1Source 01-149-000-0000-6408		499.68	County supplies	176289-0	County Shared Office Supplies
4928	1Source		499.68	1 Transactions		
1066	Burkholder/Philip R 01-149-000-0000-6335		12.96	11/10 DFO task force meeting m		Employee Automobile Allowance
1066	Burkholder/Philip R		12.96	1 Transactions		
1883	Carlson/Liza 01-149-000-0000-6335		23.76	11/10 DFO task force meeting m		Employee Automobile Allowance

\*\*\* Fillmore County \*\*\*



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Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Invoice #	Account/Formula Description
					Service Dates	Paid On Bhf #	On Behalf of Name
1883	Carlson/Liza			23.76		1 Transactions	
84638	MN Counties Intergovernmental Trust-M						
		01-149-000-0000-6377		2,500.00	Ded. DL-11/12/2006		Fees And Service Charges
		01-149-000-0000-6377		2,500.00	Deductible BA-08/01/2014		Fees And Service Charges
84638	MN Counties Intergovernmental Trust-M			5,000.00		2 Transactions	
5318	Select Account						
		01-149-000-0000-6289		573.92	Sept & Oct participation fees		Select Account Adm.
5318	Select Account			573.92		1 Transactions	
149	DEPT Total:			6,110.32	Other General Government	5 Vendors	6 Transactions
201	DEPT				Enhanced 911 System		
2970	Farm & Home Publishers,Ltd						
		01-201-000-0000-6310		33.70	Olmsted Plat Book		Contract Repairs And Maintenance
2970	Farm & Home Publishers,Ltd			33.70		1 Transactions	
4441	Independent Emergency Services, LLC						
		01-201-000-0000-6310		100.00	Nov 2016-911 Service	200-0223	Contract Repairs And Maintenance
4441	Independent Emergency Services, LLC			100.00		1 Transactions	
201	DEPT Total:			133.70	Enhanced 911 System	2 Vendors	2 Transactions
202	DEPT				Sheriff		
3684	Ask/Mike						
		01-202-000-0000-6337		17.28	Bailiff Mileage		Other Travel Expense
3684	Ask/Mike			17.28		1 Transactions	
7490	Benson/Lynn						
		01-202-000-0000-6377		77.00	Bailiff 10-26-2016		Fees And Service Charges
7490	Benson/Lynn			77.00		1 Transactions	
106	Fillmore Co Treasurer						
		01-202-000-0000-6561		2,618.38	October fuel	32	Gasoline Diesel And Other Fuels
106	Fillmore Co Treasurer			2,618.38		1 Transactions	
5947	Intoximeters Inc						

Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Description	On Behalf of Name
5947	Intoximeters Inc	01-202-000-0000-6455		47.50	Intoximeter Mouth pieces		541547		Law Enforcement Supplies	
				47.50		1 Transactions				
463	Matt's Body Shop	01-202-000-0000-6311		660.40	Auto Repairs		61169		Miscellaneous Repairs And Maintenance	
463	Matt's Body Shop			660.40		1 Transactions				
246	MN Sheriff's Association	01-202-000-0000-6245		250.00	Winter Conference-Reg-J.DeGorg				Registration Fees	
246	MN Sheriff's Association			250.00		1 Transactions				
4487	Preston Service Plus	01-202-000-0000-6311		298.80	Repairs 2013-Impala		5440		Miscellaneous Repairs And Maintenance	
		01-202-000-0000-6311		74.28	Service Impala-987LUV		5587		Miscellaneous Repairs And Maintenance	
		01-202-000-0000-6311		74.00	Mount & Balance Tires Impala		5588		Miscellaneous Repairs And Maintenance	
		01-202-000-0000-6311		186.23	Service Impala #1201		5603		Miscellaneous Repairs And Maintenance	
		01-202-000-0000-6311		74.00	Mount & Balance Tires-987LUV		5608		Miscellaneous Repairs And Maintenance	
4487	Preston Service Plus			707.31		5 Transactions				
3569	Uniforms Unlimited Inc	01-202-000-0000-6639		1,126.91	Vest-D. Fuglestad		47660-1		Asset Inventory	
3569	Uniforms Unlimited Inc			1,126.91		1 Transactions				
202	DEPT Total:			5,504.78	Sheriff		8 Vendors		12 Transactions	
251	DEPT				County Jail					
4026	Bob Barker Company, Inc	01-251-000-0000-6455		60.32	Nitrile Gloves		WEB000453305		Law Enforcement Supplies	
4026	Bob Barker Company, Inc			60.32		1 Transactions				
83204	Houston Co Sheriffs Office	01-251-000-0000-6384		100.00	Board D.Bathke #30378		2593-f		Out Of County Board Of Prisoners	
83204	Houston Co Sheriffs Office			100.00		1 Transactions				
2343	Kingsley Mercantile	01-251-000-0000-6305		80.00	Dishwasher repair				Machinery And Equipment Repairs	
2343	Kingsley Mercantile			80.00		1 Transactions				
197	Kruegels Inc									



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
	01-251-000-0000-6580	349.86	Propane for radio tower		Other Repair And Maintenance Supplies
197	Kruegels Inc	349.86		1 Transactions	
2465	Mayo Clinic				
	01-251-000-0000-6431	3,386.33	Michael Williams Medical #9325		Drugs And Medicine
2465	Mayo Clinic	3,386.33		1 Transactions	
1514	McKesson Medical-Surgical				
	01-251-000-0000-6431	224.33	McKesson Medical Surgical	87856556	Drugs And Medicine
1514	McKesson Medical-Surgical	224.33		1 Transactions	
4866	ME nD CORRECTIONAL CARE, PLLC				
	01-251-000-0000-6429	2,125.00	Nov 2016-Healthcare Services	1603	Nurse/Medical Service Agreement
4866	ME nD CORRECTIONAL CARE, PLLC	2,125.00		1 Transactions	
1363	Olmsted Co Sheriff's Office				
	01-251-000-0000-6431	9.07	Inmate Medical expense	FC Medical 201	Drugs And Medicine
1363	Olmsted Co Sheriff's Office	9.07		1 Transactions	
5988	Preston Auto Parts				
	01-251-000-0000-6580	5.00	Key Tags		Other Repair And Maintenance Supplies
	01-251-000-0000-6580	18.48	Maintenance Supplies		Other Repair And Maintenance Supplies
	01-251-000-0000-6580	3.69	Maintenance Supplies		Other Repair And Maintenance Supplies
	01-251-000-0000-6580	7.96	Maintenance Supplies		Other Repair And Maintenance Supplies
5988	Preston Auto Parts	35.13		4 Transactions	
251	DEPT Total:	6,370.04	County Jail	9 Vendors	12 Transactions
441	DEPT		Public Health		
	3169 Pohlman/Brenda L				
	01-441-000-0000-6390	51.84	October 2016 Mileage		TZD Save Roads Basic 20.600
	01-441-000-0000-6448	114.48	October 2016 Mileage		Ship Grant Expenses
	01-441-000-0000-6449	92.88	October 2016 Mileage		Prpardeness Grant
	3169 Pohlman/Brenda L	259.20		3 Transactions	
441	DEPT Total:	259.20	Public Health	1 Vendors	3 Transactions
442	DEPT		Wic Program		

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3251	Schultz/Kari 01-442-000-0000-6335		5.40	11/03/2016-Mileage		Employee Automobile Allowance
3251	Schultz/Kari		5.40		1 Transactions	
442	DEPT Total:		5.40	Wic Program	1 Vendors	1 Transactions
443	DEPT			Nursing Service		
1089	Loven/Julie 01-443-000-0000-6335		111.78	October 2016 Mileage		Employee Automobile Allowance
1089	Loven/Julie		111.78		1 Transactions	
2042	Lyngholm/Margaret 01-443-000-0000-6335		201.69	October 2016 Mileage		Employee Automobile Allowance
2042	Lyngholm/Margaret		201.69		1 Transactions	
5056	Peterson/Sara 01-443-000-0000-6335		108.54	October 2016 Mileage Hearing		Employee Automobile Allowance
	01-443-000-0000-6335		14.04	October Nursing 2016 Mileage		Employee Automobile Allowance
5056	Peterson/Sara		122.58		2 Transactions	
2237	Thiss/Kathy 01-443-000-0000-6335		99.36	October 12/20th Mileage 2016		Employee Automobile Allowance
	01-443-000-0000-6437		44.28	October 12/20th Mileage 2016		C & Tc Supplies
2237	Thiss/Kathy		143.64		2 Transactions	
443	DEPT Total:		579.69	Nursing Service	4 Vendors	6 Transactions
444	DEPT			Home Health		
1901	Aske/Nancy J 01-444-000-0000-6335		27.97	HHA Auto Expense		Employee Automobile Allowance
1901	Aske/Nancy J		27.97		1 Transactions	
3801	Bergo/Doreen 01-444-000-0000-6335		78.30	HHA Auto Expense		Employee Automobile Allowance
3801	Bergo/Doreen		78.30		1 Transactions	
2508	Clark/Evelyn 01-444-000-0000-6335		11.66	HHA Auto Expense		Employee Automobile Allowance



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2508	Clark/Evelyn		11.66		1 Transactions	
5388	Drogemuller/Samantha 01-444-000-0000-6335		223.02	HHA Auto Expense		Employee Automobile Allowance
5388	Drogemuller/Samantha		223.02		1 Transactions	
3070	Kallis/Sara 01-444-000-0000-6335		179.82	HHA Auto Expense		Employee Automobile Allowance
3070	Kallis/Sara		179.82		1 Transactions	
8660	Lopez/Debbilyn 01-444-000-0000-6335		24.33	HHA Auto Expense		Employee Automobile Allowance
8660	Lopez/Debbilyn		24.33		1 Transactions	
1814	Martin/Debra 01-444-000-0000-6335		27.00	HHA Auto Expense		Employee Automobile Allowance
1814	Martin/Debra		27.00		1 Transactions	
5997	Ostby/Helen 01-444-000-0000-6335		68.04	HHA Auto Expense		Employee Automobile Allowance
5997	Ostby/Helen		68.04		1 Transactions	
3647	Swenson/Karin 01-444-000-0000-6335		97.74	HHA Auto Expense		Employee Automobile Allowance
3647	Swenson/Karin		97.74		1 Transactions	
3429	Tienter/Lesa 01-444-000-0000-6335		160.92	HHA Auto Expense		Employee Automobile Allowance
3429	Tienter/Lesa		160.92		1 Transactions	
444	DEPT Total:		898.80	Home Health	10 Vendors	10 Transactions
603	DEPT			Feedlot		
80445	Beckley's Office Products 01-603-000-0000-6408		534.46	Printer cartridges	16049	Other Office Supplies
80445	Beckley's Office Products		534.46		1 Transactions	

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1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 12

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
603 DEPT Total:		534.46	Feedlot	1 Vendors	1 Transactions
1 Fund Total:		33,240.60	County Revenue Fund		88 Transactions

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 12 INFRA FUND

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>		<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
111	DEPT			Facilities Mtce		
	9206 Winona Heating & Ventilating Inc					
	12-111-000-0000-6625		5,859.00	Roof repairs on courthouse	28844	Building Improvement
	9206 Winona Heating & Ventilating Inc		5,859.00	1 Transactions		
111	DEPT Total:		5,859.00	Facilities Mtce	1 Vendors	1 Transactions
12	Fund Total:		5,859.00	INFRA FUND		1 Transactions

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
300 DEPT		Highway Administration		
85924 Schilling Supply Company 13-300-000-0000-6411		supplies 112316	21508	Custodial Supplies
85924 Schilling Supply Company		1 Transactions		
300 DEPT Total:		Highway Administration	1 Vendors	1 Transactions
310 DEPT		Highway Maintenance		
80306 Auto License Bureau 13-310-000-0000-6640		tax, title, license uni 112316		Equipment Purchased
80306 Auto License Bureau		1 Transactions		
1891 Bruening Rock Products, Inc. 13-310-000-0000-6505		rock 112316	31000	Aggregate
13-310-000-0000-6505		rock 112316	31000	Aggregate
13-310-000-0000-6505		rock 112316	31000	Aggregate
13-310-000-0000-6505		rock 112316	31000	Aggregate
1891 Bruening Rock Products, Inc.		4 Transactions		
9273 Crawford/Jim 13-310-000-0000-6466		safety shoes 112316		Safety Materials
9273 Crawford/Jim		1 Transactions		
1982 Dunn Blacktop Co Inc 13-310-000-0000-6528		cold mix 112316	440060	Bituminous Materials
1982 Dunn Blacktop Co Inc		1 Transactions		
5751 Fastenal Company 13-310-000-0000-6466		safety supplies 112316	69683	Safety Materials
5751 Fastenal Company		1 Transactions		
145 G & K Services 13-310-000-0000-6293		uniforms 112316	1491208	Uniform Expense
145 G & K Services		1 Transactions		
1788 H and R Construction 13-310-000-0000-6515		signs 112316	16150	Traffic Signs
1788 H and R Construction		1 Transactions		



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3632	Milestone Materials Inc 13-310-000-0000-6505		70.69	rock 112316	28069	Aggregate
3632	Milestone Materials Inc		70.69	1 Transactions		
272	Newman Signs 13-310-000-0000-6515		176.68	sign supplies 112316	TI-0303651	Traffic Signs
272	Newman Signs		176.68	1 Transactions		
7757	Universal Truck Equipment Inc 13-310-000-0000-6640		102,087.00	box, plow, wing unit 31 112316	42576	Equipment Purchased
7757	Universal Truck Equipment Inc		102,087.00	1 Transactions		
310	DEPT Total:		114,272.42	Highway Maintenance	10 Vendors	13 Transactions
320	DEPT			Highway Construction		
8004	Lake Superior College 13-320-000-0000-6245		300.00	registration 112316	40527	Registration Fees
	13-320-000-0000-6245		300.00	registration 112316	40550	Registration Fees
	13-320-000-0000-6245		300.00	registration 112316	40553	Registration Fees
8004	Lake Superior College		900.00	3 Transactions		
5835	Mn Dept Of Natural Resources-Omb 13-320-000-0000-6377		100.00	DNR Permit 112316	2016-2063	Fees And Service Charges
5835	Mn Dept Of Natural Resources-Omb		100.00	1 Transactions		
320	DEPT Total:		1,000.00	Highway Construction	2 Vendors	4 Transactions
330	DEPT			Equipment Maintenance Shops		
6617	Chatfield Parts House 13-330-000-0000-6576		16.28	supplies 112316	609266	Shop Supplies & Tools
6617	Chatfield Parts House		16.28	1 Transactions		
5826	Culligan Water Conditioning 13-330-000-0000-6317		34.95	drinking water 112316	913778	Building Maintenance
5826	Culligan Water Conditioning		34.95	1 Transactions		
4590	Debauche Truck & Diesel 13-330-000-0000-6575		345.57	parts 112316	5021163	Machinery Parts



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
4590 Debauche Truck & Diesel		345.57	1 Transactions	
5751 Fastenal Company				
13-330-000-0000-6576		83.71	supplies 112316	69612 Shop Supplies & Tools
13-330-000-0000-6576		84.92	supplies 112316	69617 Shop Supplies & Tools
13-330-000-0000-6575		62.02	parts 112316	69624 Machinery Parts
13-330-000-0000-6576		2.27	supplies 112316	69630 Shop Supplies & Tools
13-330-000-0000-6575		47.77	parts 112316	69658 Machinery Parts
5751 Fastenal Company		280.69	5 Transactions	
145 G & K Services				
13-330-000-0000-6576		252.42	supplies 112316	1491208 Shop Supplies & Tools
145 G & K Services		252.42	1 Transactions	
3370 Haakenson Electric Inc				
13-330-000-0000-6625		3,498.62	electric-sand stacker 112316	3285 Building Improvement
3370 Haakenson Electric Inc		3,498.62	1 Transactions	
155 Hammell Equipment Inc				
13-330-000-0000-6575		245.23	parts 112316	RI37455 Machinery Parts
155 Hammell Equipment Inc		245.23	1 Transactions	
3714 Hovey Oil Co Inc				
13-330-000-0000-6561		1,372.00	#2 diesel 112316	92345 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,615.29	#2 diesel 112316	92381 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,479.93	#2 diesel 112316	92382 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		365.20	gas 112316	92389 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,627.79	#2 diesel 112316	92389 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		2,740.50	gas 112316	94574 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,691.95	#2 diesel 112316	94644 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		367.20	gas 112316	94664 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,335.75	#2 diesel 112316	94664 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		4,322.50	gas 112316	94746 Gasoline Diesel And Other Fuels
13-330-000-0000-6561		1,413.51	#2 diesel 112316	94765 Gasoline Diesel And Other Fuels
3714 Hovey Oil Co Inc		18,331.62	11 Transactions	
3541 Nuss Truck Group Inc				
13-330-000-0000-6575		209.65	parts 112316	1160598P Machinery Parts
13-330-000-0000-6565		76.30	oil 112316	1160608P Motor Oil And Lubricants

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	13-330-000-0000-6575		227.97	parts 112316	1160608P	Machinery Parts
3541	Nuss Truck Group Inc		513.92	3 Transactions		
5988	Preston Auto Parts					
	13-330-000-0000-6565		12.14	oil 112316	485946	Motor Oil And Lubricants
	13-330-000-0000-6575		60.25	parts 112316	486023	Machinery Parts
	13-330-000-0000-6575		129.23	parts 112316	486660	Machinery Parts
	13-330-000-0000-6575		110.28	parts 112316	486667	Machinery Parts
	13-330-000-0000-6575		40.61	parts 112316	486682	Machinery Parts
	13-330-000-0000-6575		3.60	parts 112316	486867	Machinery Parts
	13-330-000-0000-6575		10.08	parts 112316	486951	Machinery Parts
	13-330-000-0000-6575		5.98	parts 112316	487069	Machinery Parts
	13-330-000-0000-6575		3.22	parts 112316	487561	Machinery Parts
	13-330-000-0000-6575		57.63	parts 112316	487827	Machinery Parts
	13-330-000-0000-6575		5.94	parts 112316	487893	Machinery Parts
	13-330-000-0000-6575		19.99	parts 112316	488211	Machinery Parts
	13-330-000-0000-6575		56.98	parts 112316	488791	Machinery Parts
	13-330-000-0000-6575		105.78	parts 112316	488795	Machinery Parts
5988	Preston Auto Parts		621.71	14 Transactions		
303	Preston Equipment Co					
	13-330-000-0000-6565		16.99	oil 112316	01-16384	Motor Oil And Lubricants
	13-330-000-0000-6576		50.97	supplies 112316	01-16551	Shop Supplies & Tools
	13-330-000-0000-6575		88.80	filters 112316	01-16900	Machinery Parts
303	Preston Equipment Co		156.76	3 Transactions		
3634	Spring Valley Overhead Door Company Ii					
	13-330-000-0000-6317		260.25	bldg maint 112316	43426	Building Maintenance
3634	Spring Valley Overhead Door Company Ii		260.25	1 Transactions		
7757	Universal Truck Equipment Inc					
	13-330-000-0000-6575		1,212.00	parts 112316	42606	Machinery Parts
	13-330-000-0000-6575		317.25	parts 112316	42608	Machinery Parts
	13-330-000-0000-6575		552.50	parts 112316	42609	Machinery Parts
7757	Universal Truck Equipment Inc		2,081.75	3 Transactions		
2421	Vis Plumbing & Heating Inc					
	13-330-000-0000-6317		74.10	bldg maint 112316	103861	Building Maintenance
	13-330-000-0000-6317		92.00	bldg maint 112316	103957	Building Maintenance

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13 County Road & Bridge

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
2421 Vis Plumbing & Heating Inc		166.10	2 Transactions	
330 DEPT Total:		26,805.87	Equipment Maintenance Shops	14 Vendors 48 Transactions
340 DEPT			Local Option Sales Tax	
1891 Bruening Rock Products, Inc.				
13-340-000-0000-6505		2,423.64	rock 112316	31000 Aggregate
13-340-000-0000-6505		1,991.37	rock 112316	31367 Aggregate
1891 Bruening Rock Products, Inc.		4,415.01	2 Transactions	
340 DEPT Total:		4,415.01	Local Option Sales Tax	1 Vendors 2 Transactions
13 Fund Total:		146,664.61	County Road & Bridge	68 Transactions



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
390	DEPT			Resource Recovery Center		
3691	Bauer Built Inc 14-390-000-0000-6580		85.00	Tire repair on semi	740024236	Other Repair And Maintenance Supplies
3691	Bauer Built Inc		85.00	1 Transactions		
85440	Centurylink 14-390-000-0000-6203		107.91	Telephone Service	301270054	Telephone
85440	Centurylink		107.91	1 Transactions		
82132	Fillmore Co Journal 14-390-000-0000-6241		227.55	Advertising	78742	Advertising
82132	Fillmore Co Journal		227.55	1 Transactions		
145	G & K Services 14-390-000-0000-6377		26.84	Uniforms cleaning		Fees And Service Charges
145	G & K Services		26.84	1 Transactions		
5010	Meldahl/Nick 14-390-000-0000-6466		75.99	Steel toe safety shoes		Safety Materials
5010	Meldahl/Nick		75.99	1 Transactions		
8757	OSI Environmental, Inc 14-390-000-0000-6377		50.00	Filters uncrushed	2061338	Fees And Service Charges
8757	OSI Environmental, Inc		50.00	1 Transactions		
5988	Preston Auto Parts 14-390-000-0000-6580		14.94	Keys made for staff		Other Repair And Maintenance Supplies
5988	Preston Auto Parts		14.94	1 Transactions		
2434	Preston Motor Mart 14-390-000-0000-6561		34.99	Propane tank for forklift at R		Gasoline Diesel And Other Fuels
2434	Preston Motor Mart		34.99	1 Transactions		
390	DEPT Total:		623.22	Resource Recovery Center	8 Vendors	8 Transactions
391	DEPT			Score Grant Program		
7385	Veolia Environmental Services 14-391-000-0000-6861		7,304.91	Hazard Material	625803701	Recycling Operation Expense

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 14 Sanitation Fund

\*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
7385	Veolia Environmental Services		7,304.91	1 Transactions		
391	DEPT Total:		7,304.91	Score Grant Program	1 Vendors	1 Transactions
14	Fund Total:		7,928.13	Sanitation Fund		9 Transactions

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21 Mpc Septic Loans Fund

# \*\*\* Fillmore County \*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
608	DEPT		Mpc Septic System Loan		
	6477 MN Pollution Control Agency				
	21-608-000-0000-6819		5,407.13		S. Branch Root River pmt #15
	6477 MN Pollution Control Agency		5,407.13		1 Transactions
608	DEPT Total:		5,407.13		Mpc Principal Payments
				1 Vendors	1 Transactions
21	Fund Total:		5,407.13		Mpc Septic Loans Fund
					1 Transactions
	Final Total:		199,099.47		111 Vendors
					167 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
3219	Centurylink 01-251-000-0000-6203		26.58	Phones - Sheriff		Telephone
3219	Centurylink		26.58		1 Transactions	
85440	Centurylink 01-102-000-0000-6203		48.69	Telephone at Houston St NW		Telephone
				10/26/2016 11/25/2016		
	01-149-000-0000-6203		3,558.41	Courthouse Local Telephone		Telephone
				10/26/2016 11/25/2016		
	01-203-000-0000-6203		47.37	S. V. Phone		Telephone
				10/26/2016 11/25/2016		
	01-251-000-0000-6203		65.66	Phones - Sheriff's Office		Telephone
				10/26/2016 11/25/2016		
	01-251-000-0000-6203		468.03	Phones		Telephone
				10/26/2016 11/25/2016		
85440	Centurylink		4,188.16		5 Transactions	
4728	Kaase/Thomas 01-251-000-0000-6379		1,960.00	October Board of Prisoners		Board Of Prisoners
4728	Kaase/Thomas		1,960.00		1 Transactions	
6094	MN Energy Resources Corporation 01-111-000-0000-6255		430.77	FCOB & Courthouse Gas	1696869054-000	Gas
				09/23/2016 10/24/2016		
6094	MN Energy Resources Corporation		430.77		1 Transactions	
5397	MN Office Of Enterprise Technology 01-149-000-0000-6203		1,300.00	October 2016 WAN	DV16100420	Telephone
5397	MN Office Of Enterprise Technology		1,300.00		1 Transactions	
308	Preston Public Utilities 01-111-000-0000-6251		2,720.70	Electric for FCOB	44701115	Electricity
				09/28/2016 10/26/2016		
	01-251-000-0000-6251		1,687.61	Utilites for Jail	4471340	Electricity
				09/28/2016 10/26/2016		
	01-111-000-0000-6251		4,010.98	Electric for Courthouse	88833822	Electricity
				09/29/2016 10/27/2016		
308	Preston Public Utilities		8,419.29		3 Transactions	
4322	Selco					

smensink  
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 1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
01-506-000-0000-6812		54,827.25	4th Qtr. Funding 2016	042786 Selco - Walk In
4322 Selco		54,827.25	1 Transactions	
1 Fund Total:		71,152.05	County Revenue Fund	7 Vendors 13 Transactions

smensink  
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 13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2208	Canton City 13-330-000-0000-6251		70.78	utilities 111016	388	Electricity
2208	Canton City		70.78	1 Transactions		
3219	Centurylink 13-300-000-0000-6203		34.50	telephone 111016	83398791	Telephone
3219	Centurylink		34.50	1 Transactions		
85440	Centurylink 13-300-000-0000-6203		47.40	telephone 111016	301264100	Telephone
	13-300-000-0000-6203		189.40	telephone 111016	301269901	Telephone
	13-300-000-0000-6203		211.84	telephone 111016	301269908	Telephone
85440	Centurylink		448.64	3 Transactions		
288	City Of Peterson 13-330-000-0000-6251		170.22	utilities 111016	108A	Electricity
288	City Of Peterson		170.22	1 Transactions		
7542	Fillmore Co Treasurer 13-330-000-0000-6561		24.55	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		61.79	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		61.40	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		115.12	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		6.77	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		49.09	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		38.09	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		15.24	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		5.08	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		26.52	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		25.68	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		9.03	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		24.55	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		47.12	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		32.73	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		55.30	October fuel tax 111016		Gasoline Diesel And Other Fuels
	13-330-000-0000-6561		12.70	October fuel tax 111016		Gasoline Diesel And Other Fuels
7542	Fillmore Co Treasurer		610.76	17 Transactions		
785	Griffin Construction Co 13-320-000-0000-6343		42,845.00	601-27 R/C #6		Regular Construction Contracts

smensink  
 11/10/16 4:45PM  
 13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
13-320-000-0000-6343		17,551.25	601-28 R/C #6	Regular Construction Contracts
13-320-000-0000-6343		346,371.30	601-31 R/C #6	Regular Construction Contracts
785 Griffin Construction Co		406,767.55	3 Transactions	
308 Preston Public Utilities				
13-330-000-0000-6251		497.10	utilities 111016	4458327 Electricity
13-330-000-0000-6251		44.23	utilities 111016	4459875 Electricity
13-330-000-0000-6251		38.59	utilities 111016	4473A342 Electricity
13-330-000-0000-6251		643.08	utilities 111016	4473B341 Electricity
308 Preston Public Utilities		1,223.00	4 Transactions	
13 Fund Total:		409,325.45	County Road & Bridge	7 Vendors 30 Transactions

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 11/10/16 4:45PM  
 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>				<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
308 Preston Public Utilities 14-390-000-0000-6251			300.24	Utilites for Transfer Station	4457326	Electricity
				09/28/2016 10/26/2016		
308 Preston Public Utilities			300.24	1 Transactions		
14 Fund Total:			300.24	Sanitation Fund	1 Vendors	1 Transactions

smensink  
 11/10/16 4:45PM  
 22 Agbmp Septic Loans

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u> <u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
6621	Mn Department Of Agriculture 22-609-000-0000-6818		45,165.47	Ag BMP Pmt #18		Agbmp Loan Payment
6621	Mn Department Of Agriculture		45,165.47	1 Transactions		
22 Fund Total:			45,165.47	Agbmp Septic Loans	1 Vendors	1 Transactions

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 11/10/16 4:45PM  
 23 County Airport Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf # On Behalf of Name</u>
3219 Centurylink 23-350-000-0000-6203		7.89	Phone - Long Distance -Airport 09/24/2016 10/23/2016	Telephone
3219 Centurylink		7.89	1 Transactions	
85440 Centurylink 23-350-000-0000-6203		124.78	Telephone - Airport 10/26/2016 11/25/2016	Telephone
85440 Centurylink		124.78	1 Transactions	
23 Fund Total:		132.67	County Airport Fund	2 Vendors 2 Transactions
Final Total:		526,075.88	18 Vendors	47 Transactions

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2584	CDW Government Inc 01-060-000-0000-6639		395.61	3 monitors 10/21/2016 10/21/2016	FSK 1304	Asset Inventory
	01-060-000-0000-6640		4,349.06	10/24/2016 10/24/2016	FSN8905	Equipment Purchased
2584	CDW Government Inc		4,744.67	2 Transactions		
5660	De Lage Landen Financial Services 01-251-000-0000-6310		165.78	Copier lease - Houston St NW 11/01/2016 11/30/2016	52287155	Contract Repairs And Maintenance
5660	De Lage Landen Financial Services		165.78	1 Transactions		
106	Fillmore Co Treasurer 01-443-000-0000-6335		16.02	October Fuel		Employee Automobile Allowance
106	Fillmore Co Treasurer		16.02	1 Transactions		
4056	Medical Products Labs 01-443-000-0000-6416		222.22	Fouride Kits 10/28/2016 10/28/2016	576992	Misc Supplies
4056	Medical Products Labs		222.22	1 Transactions		
5397	MN Office Of Enterprise Technology 01-060-000-0000-6639		259.00	Oct 2016 SPAM	16100464	Asset Inventory
5397	MN Office Of Enterprise Technology		259.00	1 Transactions		
5294	RELX Inc.DBA LexisNexis 01-091-000-0000-6451		180.25	LexisNexia Subscription 10/01/2016 10/31/2016	3090720301	Reference Materials
5294	RELX Inc.DBA LexisNexis		180.25	1 Transactions		
4841	ROCHESTER CITY LINES 01-444-000-0000-6433		219.00	November Bus Pass #32321	148161028	Waiver Reimbursables
4841	ROCHESTER CITY LINES		219.00	1 Transactions		
423	Tri-County Electric Cooperative 01-251-000-0000-6251		99.54	Sheriff Dept Radio Tower 10/01/2016 11/01/2016		Electricity
423	Tri-County Electric Cooperative		99.54	1 Transactions		
2357	Verizon Wireless					

smensink  
 11/17/16 1:48PM  
 1 County Revenue Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	Accr	Rpt	Warrant Description	Invoice #	Account/Formula Description
<u>No.</u> <u>Account/Formula</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
01-202-000-0000-6652	665.47		Mobile Data Lines	9774635916	Squad Car Technology
01-281-000-0000-6203	60.02		EM Data Lines	9774635916	Telephone
01-441-000-0000-6449	14.19		PHEP Cell Phones	9774660391	Prpardeness Grant
		10/03/2016 11/02/2016			
01-442-000-0000-6203	3.31-		WIC Cell Phones	9774660391	Telephone
		10/03/2016 11/02/2016			
01-443-000-0000-6203	70.43		Nursing Cell Phones	9774660391	Telephone
		10/03/2016 11/02/2016			
2357 Verizon Wireless	806.80		5 Transactions		
1 Fund Total:	6,713.28		County Revenue Fund	9 Vendors	14 Transactions

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 11/17/16 1:48PM  
 13 County Road & Bridge

\*\*\* Fillmore County \*\*\*



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u> <u>On Behalf of Name</u>
423 Tri-County Electric Cooperative				
13-330-000-0000-6251		99.09	electricity 111816	0504008000 Electricity
13-300-000-0000-6306		39.51	electricity 111816	1407003000 Radio Tower Repair & Services
13-310-000-0000-6251		41.59	electricity 111816	1908001000 Electricity
13-330-000-0000-6251		21.33	electricity 111816	8500771401 Electricity
13-330-000-0000-6251		58.13	electricity 111816	8500773101 Electricity
13-330-000-0000-6251		162.55	electricity 111816	8901996001 Electricity
13-330-000-0000-6251		24.91	electricity 111816	8901997001 Electricity
423 Tri-County Electric Cooperative		447.11	7 Transactions	
13 Fund Total:		447.11	County Road & Bridge	1 Vendors 7 Transactions

smensink  
 11/17/16 1:48PM  
 14 Sanitation Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name Account/Formula</u>	<u>Accr</u>	<u>Rpt Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
1487	Waste Management - WI-MN 14-391-000-0000-6861		5,880.66	Rolloff Recycle	09/26/2016 10/25/2016	3143251-2760-8	Recycling Operation Expense
1487	Waste Management - WI-MN		5,880.66		1 Transactions		
5882	Winneshiek County Landfill 14-390-000-0000-6374		2,631.98	TV's - Household	10/31/2016 11/01/2016	21111	Landfill Tipping Fees
5882	Winneshiek County Landfill		2,631.98		1 Transactions		
14 Fund Total:			8,512.64	Sanitation Fund		2 Vendors	2 Transactions

smensink  
 11/17/16 1:48PM  
 23 County Airport Fund

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
423	Tri-County Electric Cooperative 23-350-000-0000-6251			346.53	Electricity 10/01/2016 11/01/2016		Electricity
	23-350-000-0000-6251			35.03	Electricity 10/01/2016 11/01/2016		Electricity
423	Tri-County Electric Cooperative			381.56	2 Transactions		
23 Fund Total:				381.56	County Airport Fund	1 Vendors	2 Transactions

smensink  
 11/17/16 1:48PM  
 73 Greenleafton Septic Projec

# \*\*\* Fillmore County \*\*\*



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u> <u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u> <u>Amount</u>	<u>Warrant Description</u> <u>Service Dates</u>	<u>Invoice #</u> <u>Paid On Bhf #</u>	<u>Account/Formula Description</u> <u>On Behalf of Name</u>
423	Tri-County Electric Cooperative 73-611-000-0000-6251		298.93	Treatment Plant 10/01/2016 11/01/2016		Electricity
	73-611-000-0000-6251		40.02	Greenleafton Grinder Pumps 10/01/2016 11/01/2016		Electricity
423	Tri-County Electric Cooperative		338.95	2 Transactions		
73 Fund Total:			338.95	Greenleafton Septic Project	1 Vendors	2 Transactions
Final Total:			16,393.54	14 Vendors	27 Transactions	



INVOICE

RECEIVED  
NOV 07 2016  
FILLMORE COUNTY  
COORDINATOR

Invoice Number 1118079  
Invoice Date November 1, 2016  
Customer Number 93014  
Project Number 193801677

**Bill To**

County of Fillmore  
Bobbie Joe Vickerman  
P O Box 466  
Preston MN 55965  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

---

**Project Description:** Greenleafton Community Sanitary

**Stantec Project Manager:** Palen, Joseph C  
**Stantec Office Location:** Rochester MN  
**Current Invoice Due:** \$758.30  
**For Period Ending:** October 21, 2016

---

**Professional Services rendered** September 17, 2016 through October 21, 2016

INVOICE

Invoice Number

1118079

Project Number

193801677

---

**Top Task 500**                      **Construction Services - Correspondence with Contractor and County Staff, project closeout.**

Professional Services

<b>Billing Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Engineer	6.50	115.00	747.50
	<u>6.50</u>		<u>747.50</u>
<b>Professional Services Subtotal</b>	<u>6.50</u>		<u>747.50</u>

---

**Top Task 500 Total** **747.50**

---

**Top Task ZZZ**                      **Direct Project Expenses**

Disbursements

	<b>Current Amount</b>
Direct - Vehicle (mileage)	10.80
<b>Disbursements Subtotal</b>	<u>10.80</u>

---

**Top Task ZZZ Total** **10.80**

---

Total Fees & Disbursements \$758.30

**INVOICE TOTAL (USD)** 758.30



**Thank you for  
having us!**

**[marconet.com](http://marconet.com)**

# AGENDA

- Introductions
  - Shelly Caldwell, *Sales Manager and Managed Cloud/IT Specialist*
  - Bill Cutshall, *IT Technology Advisor*
- Marco Overview
- What is Managed IT services?
- Q & A



# OBJECTIVE

To articulate how Marco's Managed IT Services works, demonstrate our ability to provide such services, and ask for the opportunity to expand our relationship.

## **VISION**

To be a growth-driven technology services company admired for its people and performance.

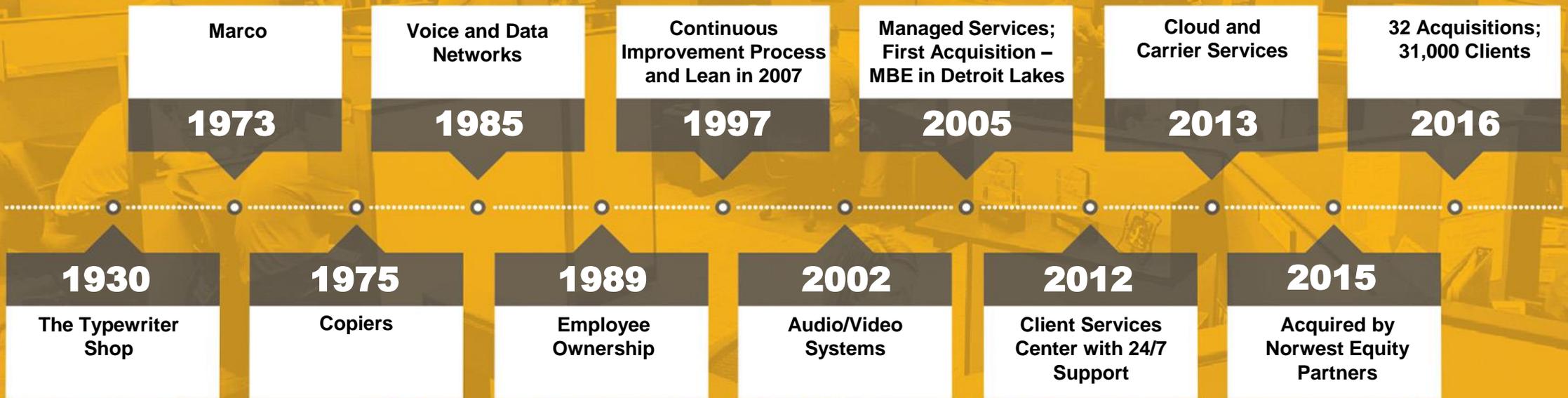
## **MISSION**

To help our customers effectively apply technology that contributes to their success.

## **VALUE STATEMENT**

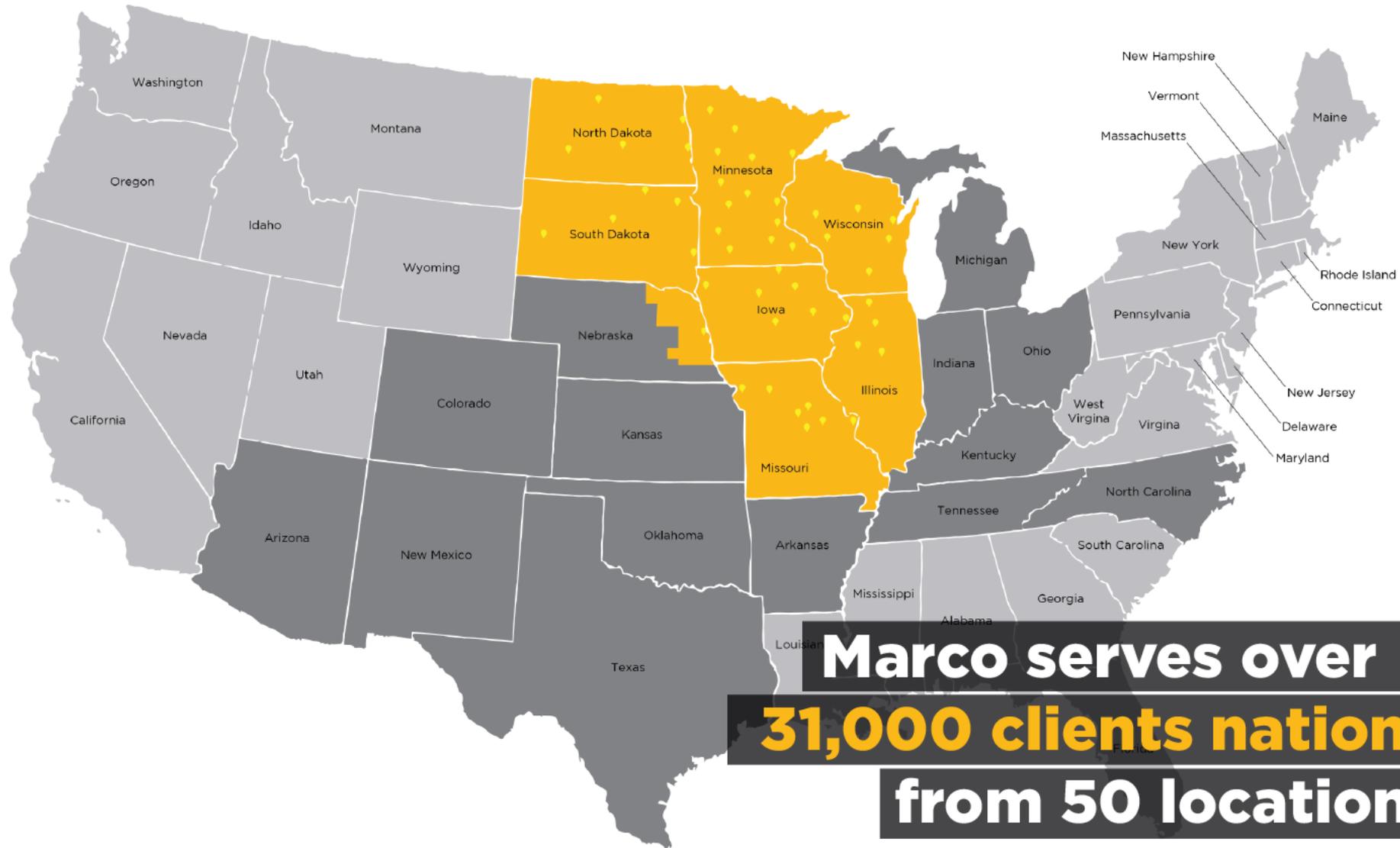
We will act in a manner that demonstrates our commitment to doing what is right for our employees, customers, vendors and communities.

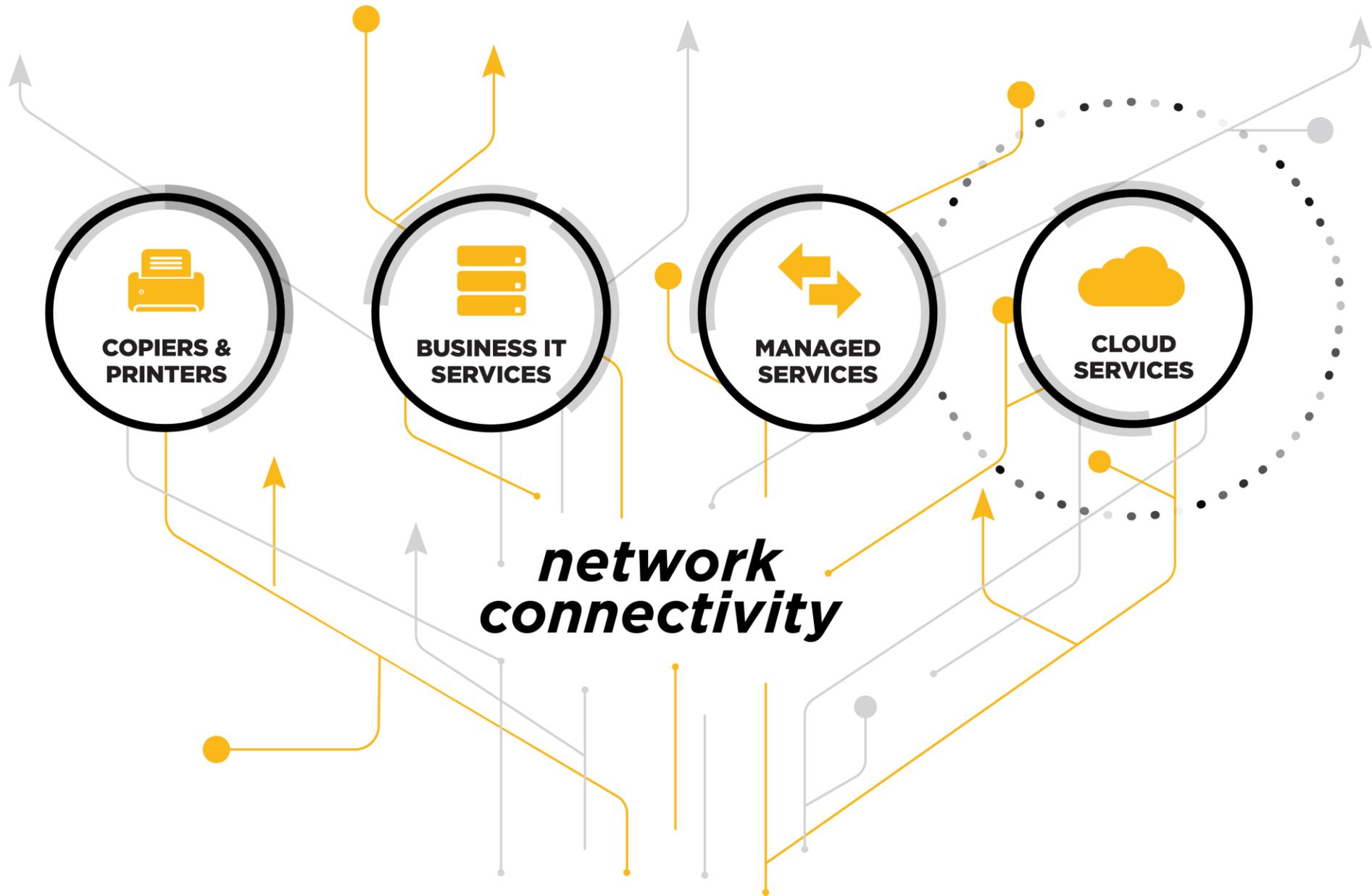
# HISTORY OF MARCO



**From typewriters to the cloud.**

# Local, regional and national sales, service and support





# TECHNICAL EXPERTISE

**Over 600 certified systems engineers and technical representatives:**

- System planning and design
- System implementation
- Project management
- System training
- Managed Services/Support Desk

# WE KNOW GOVERNMENT

## 617 Government Clients

Illinois	Iowa	Minnesota	Missouri	Nebraska	North Dakota	South Dakota	Wisconsin
First State Bank	Linn County AOB Administrative	City of St. Cloud	Kansas City Area Trans Authority	City of South Sioux City	Williams County Auditors	City of Sioux Falls Purchasing	St. Croix County
Winnebago County Administration	City of Marion	Otter Tail County	Missouri State Highway Patrol	Dakota County Corrections	Grans Forks County Office Building	City of Sioux Falls Public Works	Lac Courte Oreilles Tribal Government
La Salle County Governmental	Dickinson Count IT Department	Crow Wing County	Warren County	Cass County Public Defenders	Cass County District Court	Hub City INC	Fond Du Lac County Government Center
State of Illinois of the Appellate Defender	Black Hawk County Courthouse	Renville County Hospitals and Clinics	Missouri Department of Mental Health	Douglas County	Cass County Government	Pennington County States Attorney	Adams County
City of Peru	Spencer Municipal Hospital	Washington County	Missouri DSS Family Division Jackson County	City of Wakefield	Ward County Recorder	City of Redfield	Wisconsin State Patrol Division Headquarter
City of Rockford Accounts Payable	City of Hiawatha	Sterns County	Linn County Serif Offices	Dakota County UNL Extension	Cavalier County Hospital	City of Sioux Falls Health Department	La Crosse County
Quad City Mallards	Worth County	Caver County Government Center	Franklin County Prosecuting Attorney	City of Wayne	USDA FSA State Office	City of Sioux Falls Main Library Administration	La Crosse County Finance Department
Woodford County Special Education	Buchanan County Health Center	Pine County Auditor	Franklin County Clerk	Dakota County Health	Walsh County Auditor	City of Sioux Falls Police Administration	Juneau County
Flanagan State Bank	Webster County Public Health	Meeker County Administrator	City of St. Louis Water Department	Central States Indemnity	Cass County Courthouse	City of Aberdeen	City of Stoughton
La Salle County Health Department	Black Hawk County DHS	City of Elk River	Boone County Circuit Clerks Office	City of Papillion	Griggs County Treasurer	City of Sioux Falls	Dane County Court House

# EXPECT SATISFACTION

## Best Product, Service and Price

**28th Annual Marco Employee/Organization Survey - 2016**

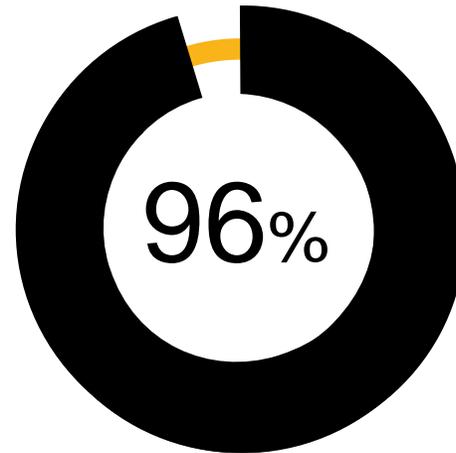
Since 1973, we have been trying to make Marco a great place to work. People are our most important asset and your job satisfaction directly relates to Marco's customer satisfaction. Thank you for your confidential input that will help improve Marco.

- Online Survey -

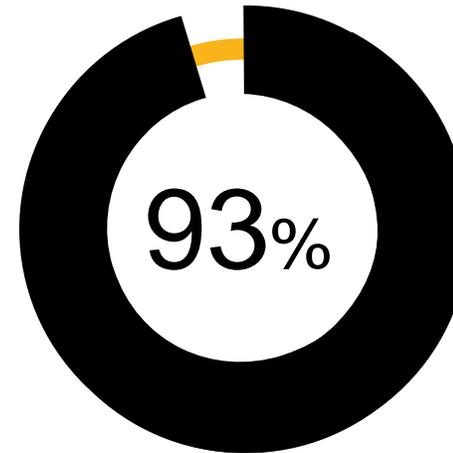
	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Not Applicable
<b>WORK SATISFACTION (32)</b>						
1) Please select your position by who does your performance review.						(List is online)
2) Please select the office that you work from.						(List is online)
3) Marco is a good employer.	1	2	3	4	5	-
4) I like what I do at Marco.	1	2	3	4	5	-
5) This is a fun and friendly place to work.	1	2	3	4	5	-
6) You can count on co-workers to cooperate.	1	2	3	4	5	-
7) I feel I am treated with respect by my co-workers.	1	2	3	4	5	-
8) My job allows me to meet my personal learning and growth expectations.	1	2	3	4	5	-
9) I feel Marco is a good corporate citizen.	1	2	3	4	5	-
10) I receive recognition and appreciation for good work and extra effort.	1	2	3	4	5	-
11) People are encouraged to balance their work and personal life.	1	2	3	4	5	-
12) I understand the goals and important issues of my team.	1	2	3	4	5	-
13) I know what's expected of me at work.	1	2	3	4	5	-
14) I see myself still working here in three years.	1	2	3	4	5	-
15) My job makes good use of my knowledge, skills and abilities.	1	2	3	4	5	-
16) I look forward to coming to work.	1	2	3	4	5	-
17) Employee recognition is an important part of Marco's culture.	1	2	3	4	5	-
18) If I am treated unfairly, it's ok to share my concerns.	1	2	3	4	5	-
19) I feel I make a difference in Marco's overall success.	1	2	3	4	5	-
20) People care about each other at Marco.	1	2	3	4	5	-
21) I'm proud to work at Marco.	1	2	3	4	5	-
22) I have enough freedom (authority) to make decisions that affect my job.	1	2	3	4	5	-
23) I think a company-wide spirit of cooperation exists within Marco.	1	2	3	4	5	-
24) I believe there is good and open communication within Marco.	1	2	3	4	5	-
25) I receive enough information about what is happening at Marco (i.e., email, voicemail, SharePoint, Facebook and Twitter).	1	2	3	4	5	-
26) An attitude of "think like a customer" exists at Marco.	1	2	3	4	5	-
27) I believe Marco has a sincere interest in the well-being of its employees.	1	2	3	4	5	-
28) If I am interested, other opportunities are available to me at Marco.	1	2	3	4	5	-
29) I have pride in what I do.	1	2	3	4	5	-
30) I feel morale at Marco is good.	1	2	3	4	5	-
31) I rarely think about looking for a job at another organization.	1	2	3	4	5	-
32) I would recommend Marco as a great place to work.	1	2	3	4	5	-
33) Generally speaking, our internal IT support is good.	1	2	3	4	5	-
34) Marco motivates me to go beyond what I would in a similar role elsewhere.	1	2	3	4	5	-

Surveys need to be completed by Friday, May 13 to be eligible for the drawing of a \$250 gift card!

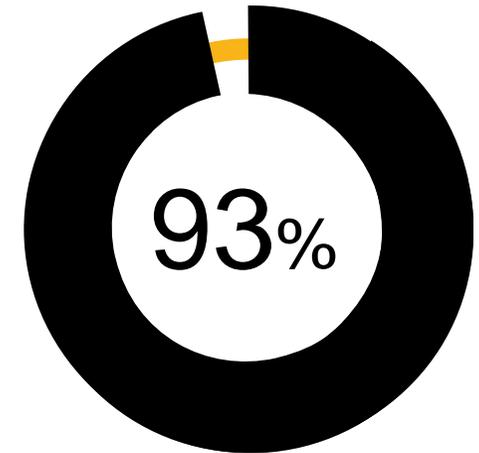
JG:11 | 28th Annual Survey-2016 (SurveyMonkey) 1 Revised 4/11/16



**Question #29**  
I have pride in what I do.



**Question #41**  
My supervisor trusts me to do a good job without watching over my shoulders.



**Question #58**  
Management is competent at running the business.

# EMPLOYEE SATISFACTION

## Marco was honored with the following awards:

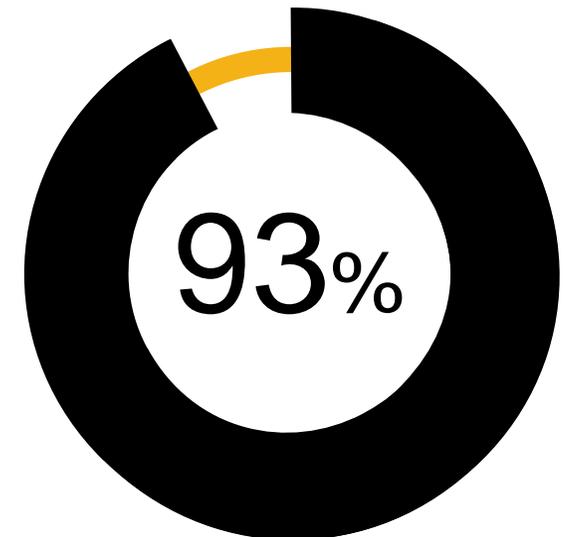
- **Best Small & Medium Workplaces** Great Place to Work and Fortune Magazine (2014, 2015)
- **100 Best Workplaces for Millennials** Great Place to Work and Fortune Magazine (2016)
- **100 Best Workplaces for Women** Great Place to Work and Fortune Magazine (2015)
- **Top 100 Workplaces** Star Tribune (2010- 2016)
- **100 Best Companies to Work For** Minnesota Business (2013, 2014, 2016)
- **Best Place to Work** Minneapolis/St. Paul Business Journal (2010, 2011, 2013 - 2016)
- **Top Workplaces** The Des Moines Register (2015, 2016)
- **Community Impact Award – Long Term Achievement** Minnesota Business (2016)
- **Above and Beyond Award** Employer Support of the Guard and Reserve (2016)



# CUSTOMER SATISFACTION

*“If you had the opportunity, would you recommend Marco?”*

Year	Yes	No	Maybe
1994-2009	6,599	96	598
2010	1,189	15	97
2011	1,444	22	127
2012	1,700	26	163
2013	2,217	34	179
2014	2,968	49	214
2015	3,952	67	232
2016	2,828	44	149
<b>Totals</b>	<b>22,897</b>	<b>353</b>	<b>1,759</b>



2015

# DO WELL, DO GOOD

**We are committed to giving back to the communities we serve. We contribute financially, sponsor events, participate in fundraisers and encourage employees to volunteer on and off company time.**



# MARCO'S STRATEGIC PARTNERS





# **Managed Services**

***What does it mean to YOU??***

# So what does Wikipedia say?

- **Managed services** is the practice of outsourcing on a proactive basis management responsibilities and functions and a strategic method for improving operations and cutting expenses.

## What it means to Marco?

- Managed Service is service that can be measured.

# Why Managed Services?

- Experiencing staff turnover (average in IT industry is 2.7 years)
- Growth of organization
- Acquisition of additional offices/location
- Need higher level of expertise (Tier 2, Tier 3)
- Need help triaging tactical calls or emails (Tier 1)
- Budget restraints, but need all Tiers of expertise
- Regulatory requirements: Up to date network/security documentation at all times
- Employees/Users want faster IT response times/service level targets
- Leverages economies of scale
- Allows organizations to focus on their core competencies *versus* IT



**Technology and IT Service Recommendations  
for  
Fillmore County**

# ***Fillmore County's Desired Outcomes:***

- Need up to date network documentation/network health at all times
- Desire for Technology roadmap for next 6+ months, including reports
  - Project planning (long and short) and big projects with County growth
- Need assistance with planning a technology budget
- County Commissioners and County Employees need restored confidence in IT support
- Need faster response times and consistent experience for IT issues, including service level targets to communicate to employees
- Bobbie/Technology Committee needs IT support metrics (how many tickets, length of time to triage, etc)
- Need to augment current IT staff with higher level expertise (Tier3)
- Need assistance with managing security, (antivirus, filtering, firewall management)
- Need to have a stable plan with minimal risk of turnover, and unexpected expense.

# Marco's Recommendations:

*Implement StreamlineIT ticketing platform, Managed IT Services and provide technology roadmap to address technology improvements and projects.*

# MANAGED IT SERVICES – SUPPORT SERVICES

## Support Desk & Remote Support

- 24x7x365 monitoring of system alerts
- Support desk availability Monday – Friday, 7:00 a.m. to 5:00 p.m. CST, excluding holidays
- Microsoft Office
- Microsoft OS
- Network Connectivity
- Secure remote system control
- Third party software – requires active support contract

## On-Site Support and Maintenance

- On-site support Monday – Friday, 8:00 a.m. to 5:00 p.m. CST, excluding holidays, for issues that can't be resolved remotely
- Proactive on-site maintenance and health check regularly scheduled

# MANAGED IT SERVICES – PROACTIVE SERVICES

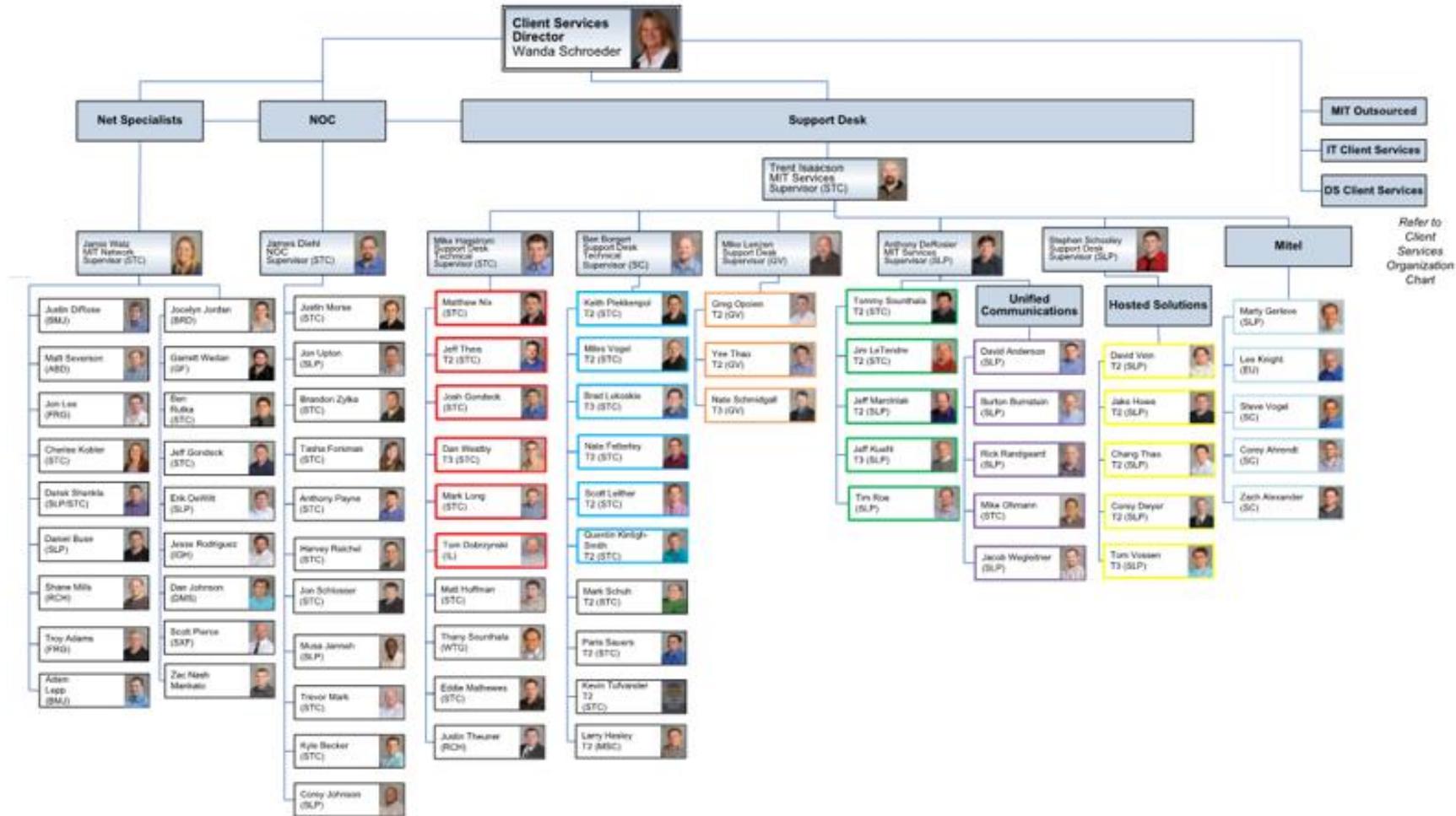
## Security/Updates

- Anti-virus software, including management/definition updates
- Automated Microsoft Patch Management
  - MS Office updates
  - OS Critical updates
  - OS Security updates
- Content filtering solution
- Security administration
- Spam filtering solution
- User administration
- Windows file sharing administration

## Server Equipment Maintenance & Monitoring

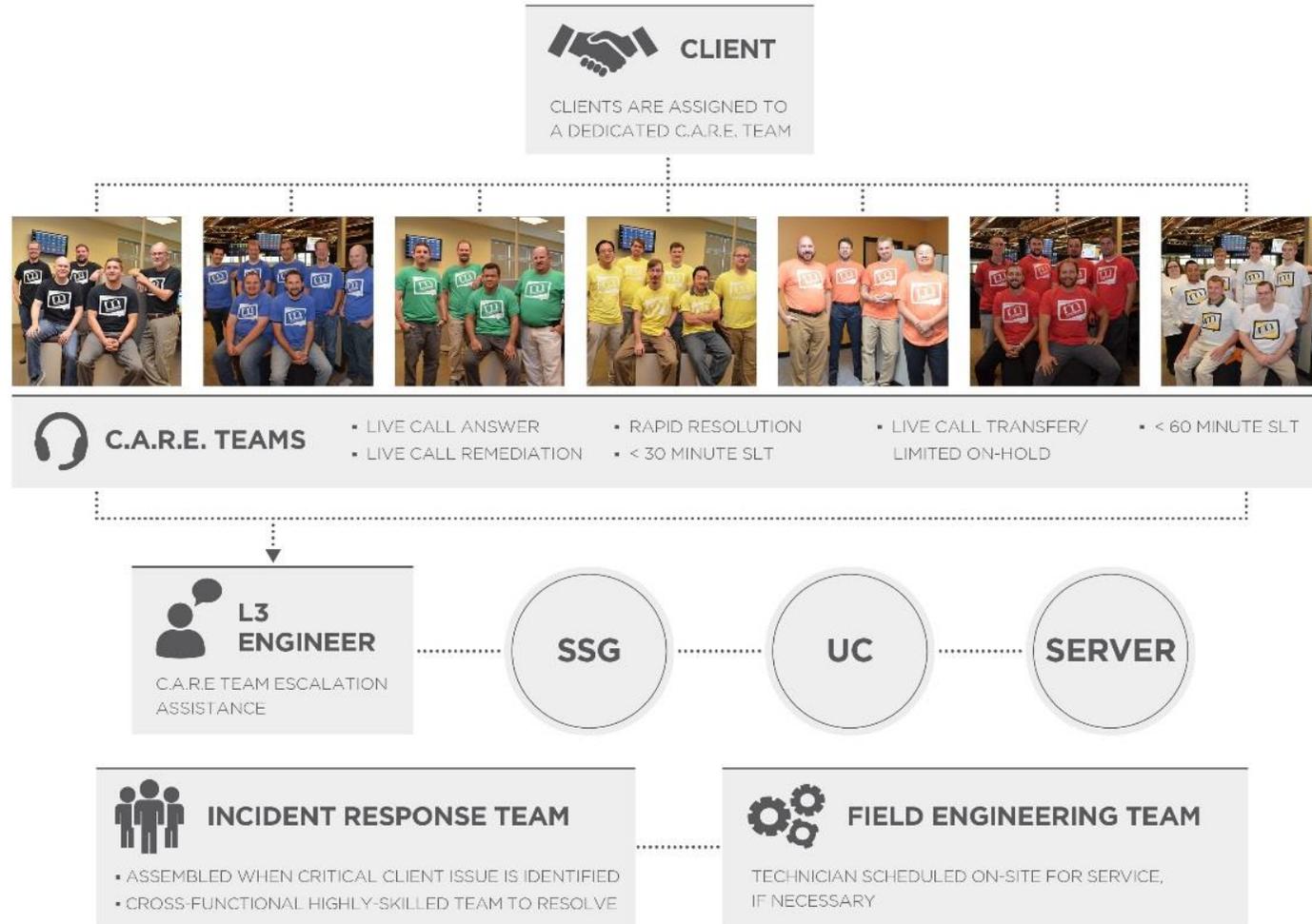
- Asset summary
- Drive space monitoring
- Event log monitoring
- Hardware performance
- Up-time reporting

# BIG COMPANY RESOURCES....



Refer to Client Services Organization Chart

# .... SMALL COMPANY FEEL



# IT'S ALL ABOUT THE EXPERIENCE



Geographic Call Routing



Call Recording



End User Surveys



Warm Call Transfer to your  
Dedicated CARE Team

# WHAT GETS MEASURED MATTERS

1

**Emergency Response**

Response Time	Resolution Plan Time	Resolution Time
7 minutes	30 minutes	4 hours

- System outages affecting the entire organization
- System outages preventing customer from conducting essential business tasks
- Issues affecting a customer's ability to effectively service their customers

2

**Quick Response**

Response Time	Resolution Plan Time	Resolution Time
7 minutes	1 hour	6 hours

- Outage issues that prevent a department or group from performing essential tasks
- Systems failure resolutions that are time-sensitive
- Issues preventing employee(s) from overall productivity

3

**Normal Response**

Response Time	Resolution Plan Time	Resolution Time
10 minutes	4 hours	8 hours

- Standard requests that are not time sensitive
- Issues that do not prevent overall productivity of employees
- How-to requests

**Response Time**

Rapid Resolution acknowledges service requests, assigns a ticket and determines priority.

**Resolution Plan Time**

Technician begins working to resolve ticket.

**Resolution Time**

Ticket is resolved and closed.

All except UC	Response	Resolution Plan	Resolution
Priority 1 - EMERGENCY Response	2 min	7 min	56 min
Priority 2 - QUICK Response	7 min	52 min	2 hrs 30 min
Priority 3 - NORMAL Response	9 min	2 hrs 5 min	5 hrs 15 min

ALL EXCEPT UC	Response Time		Resolution Plan Time		Resolution Time		
Ticket Priority	Total tickets	% of tickets met SLT	# of tickets met SLT	% of tickets met SLT	# of tickets met SLT	% of tickets met SLT	# of tickets met SLT
Priority 1 (Emergency Response)	581	95%	550	92%	533	97%	565
Priority 2 (Quick Response)	858	79%	680	83%	711	93%	794
Priority 3 (Normal Response)	4848	73%	3525	82%	3995	85%	4135
<b>Total</b>	<b>6287</b>		<b>4755</b>		<b>5239</b>		<b>5494</b>

*\*Marco will do our best to address service requests according to the Service Level Targets above; however, we cannot guarantee that every ticket will be addressed within these service timeframes.*

# Marco's Managed IT Services Investment Summary

## Recommendations:

Implement Streamline IT ticketing portal

- Set up \$750, \$60/per user

## Managed IT Services

- 24 x 7 x 365 Monitoring of Systems
- Support Desk availability, Monday – Friday 7am to 5pm
- Onsite support Monday – Friday 8am to 5pm
- Scheduled onsite maintenance and health checks
- Antivirus, content filtering, email filtering
- Client business reviews to review metrics, reporting

\*Total Cost Up to 184 Employees(user counts needs to be defined) , uplift of \$45/user/month, regardless of FT/PT status of an employee.

\*Management of Backup/DR and Projects are not included.

Monthly Investment: \$8,275

Marco Preferred Service Plan: *(Balance is \$4,811 as of 11/14/2016)*

- Bulk Rate for Marco Professional Services, used for projects.

The background features a light gray network of interconnected circles and lines. In the center, the letters 'Q&A' are written in a bold, orange, sans-serif font. To the left of the ampersand are three small orange dots.

# Q&A

**stay connected.**

 @marcotechnology

 facebook.com/marcoculture

The logo for Marco features the word "marco" in a black, lowercase serif font. A thick, yellow, curved swoosh starts under the 'm', loops over the 'a', 'r', and 'c', and ends under the 'o'. A registered trademark symbol (®) is located to the right of the 'o'.

marco®

*taking technology further*

**marconet.com**

Bobbie: Please put me on the agenda for the Nov. 22<sup>nd</sup> Board Meeting.

Agenda Items are as follows:

1. Consider a resolution keeping the Fillmore County's Municipal State Aid Construction Account whole without being penalized on the 25 year needs.  
The buildup of the Municipal State Aid Construction Account is for the reconstruction of CSAH 1 & 3 in the City of Ostrander.
2. Consider a resolution requesting a variance for the design speed of the roadway in the replacement of Bridge No. L4778 (Old Barn Bridge) in Carrollton Township.

Sincerely, Ron Gregg  
Fillmore County Engineer  
507-765-3854

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date November 22, 2016 Resolution No. 2016-

Motion by Commissioner Second by Commissioner

WHEREAS: The City of Ostrander and Fillmore desire to reconstruct CSAH 1, Main street; and CSAH 3, Center street; within the corporate limits of the City of Ostrander in which a state aid project number is to be obtained in the near future; and

WHEREAS, The City desires to replace municipal utilities beneath CSAH 1 and CSAH 3 and has obtained funding through the United States Department of Agriculture (USDA) Rural Development (RD) program and the Minnesota Public Facility's Authority (PFA) for such work; and

WHEREAS, Fillmore County has built up three years' worth of municipal State Aid allotment for road construction work on CSAH 1 and CSAH 3 within the City limits of Ostrander; and

WHEREAS, A current county Screening Board resolution allows up to three years' worth or \$500,000, whichever is greater, of unencumbered construction fund balance as of December 31 without a deduction in the county's 25 year construction Needs.

NOW, THEREFORE, BE IT RESOLVED: Fillmore County requests an extension on the municipal construction fund balance in excess of the said three years.

BE IT FURTHER RESOLVED, this request for extension is for one year only through December 31, 2017.

Marc Prestby, Board Chair

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the \_\_\_ day of \_\_\_\_, 2016.

Witness my hand and official seal at Preston, Minnesota the \_\_\_ day of \_\_, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

RESOLUTION

FILLMORE COUNTY BOARD OF COMMISSIONERS
Preston, Minnesota 55965

Date November 22, 2016 Resolution No. 2016-

Motion by Commissioner Second by Commissioner

WHEREAS, a resolution requesting a variance from standard for State Aid Operation for Project No. SAP 023-599-150; and

WHEREAS, the County of Fillmore is preparing plans for Carrolton Township Bridge replacement project for Bridge No. L4778; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9922 require a minimum of 30 mph design speed; and

WHEREAS, the reasons for this variance requests are due to the terrain and constraints from the adjacent properties, this has become the best alignment possible; and

NOW, THEREFORE BE IT RESOLVED, that the Fillmore County Board of Commissioners do hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9922 Minimum Design Standards to allow a 20 Mph design speed in lieu of a minimum 30 mpg design speed; and

BE IT FURTHER RESOLVED, that the Fillmore County Board of Commissioners hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of replacing bridge No. L4778 in Carrolton Township, Minnesota, in accordance with Minnesota Rules 8820.9922 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

VOTING AYE

Commissioners Prestby Dahl Root Lentz Bakke

VOTING NAY

Commissioners Prestby Dahl Root Lentz Bakke

STATE OF MINNESOTA
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the \_\_\_ day of \_\_\_\_, 2016.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk
Fillmore County Board of Commissioners

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 11/22/2016

Amount of time requested: 10 (minutes)

Department: Social Services

Requested By: Neva Beier

State item(s) of business.

1. This contract is requesting approval for 2017 Purchase of Service Agreement with Workforce Development, Inc. for MFIP (Minnesota Family Investment Program) and DWP (Diversionary Work Program.) This is the same allocation as 2016.
2. Fillmore County's CY 2017-2018 Adult Mental Health Grant has been approved by DHS, the last step is Board approval for our county to finalize the contract. (See "State of Minnesota Department of Human Services County Grant Contract.") This contract takes place of the "CREST Cooperative Agreement" that each county collaborated within Region X starting 1/1/17 and will now be a two year grant contract. Our regions allocation for the two year period is \$4,595,908.00.

Please refer to the three attachments (one is for Fillmore County, the second is for OCCS to be the fiscal host with Fillmore County SS Fiscal Officer as the fiscal contact and the third is a summary for Fillmore County.)

- ✓ Check if there will be additional documentation for any item(s) listed above.  
(Please see attached resume.)

Reviewed By: [Click here to enter text.](#)

All requests for County Board agenda time must be received in the office of the County Coordinator by **12:00 p.m. (noon) on the Thursday prior to the scheduled meeting.**

**PURCHASE OF SERVICE AGREEMENT**

Fillmore County

This Agreement is made and entered into by and between Fillmore County, hereinafter referred to as the COUNTY, and Workforce Development, Inc., 2070 College View Road East Rochester, MN 55904, Federal Identification Number: 41-1484613, Minnesota State Tax Identification Number: 4986064, hereinafter referred to as the PROVIDER.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to the Minnesota Statutes, Section 256M.90 to provide services as specified under Section 1, paragraph a; and

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized for MFIP and DWP Employment & Training under Minnesota State Statutes 256J.49 2256.73, and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193 Title I, and

WHEREAS, the PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, the COUNTY is desirous of entering into an agreement with the PROVIDER to provide said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

- 1. PROGRAM: The foregoing recitals are made part of this agreement by reference. The PROVIDER shall implement the Budget (Exhibit A), the Minnesota Family Investment Program (MFIP) Work Plan (Exhibit B) and the Diversionary Work Program Work Plan (Exhibit C), which is incorporated herein by reference as a part of this agreement.
- 2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for the MFIP Program in accordance with the following:
  - a. Available Funds: The total estimated amount allocated for this agreement shall not exceed \$117,786 per contract period, as limited by the COUNTY’S MFIP/DWP budget or the amounts in Exhibit A. It is understood and agreed that in the event funding to the COUNTY is not continued at a level sufficient to allow for the indicated level of funding to the PROVIDER, and obligations of each party hereunder shall thereupon be canceled, provided that any cancellation of this agreement shall be

without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

- b. Cost and delivery of purchased services: The cost of this Agreement shall not exceed \$117,786 per contract period.

Up to \$117,786 per this contract period may be paid to the PROVIDER, at actual cost of services, for staff services including orientation, individualized career counseling, case management, staff intervention activities with other agencies, vocational assessment, job search sessions, and for marketing directly to employers. In addition to actual invoiced costs of training and supportive services provided by a third party vendor up to \$4,707 for MFIP and up to \$3,161 for DWP of the above-referenced total employment and training expenditures may be used for administration.

- 3. TERM OF AGREEMENT: This agreement shall be effective on January 1, 2017, and shall remain in effect until December 31, 2017, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. This Contract may be extended by written agreement between the COUNTY and the PROVIDER.

- 4. TERMINATION: If, at any time, funds in support of this agreement become unavailable, this agreement shall be terminated immediately upon written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- a. Termination for Convenience: Either party to this agreement may request a termination for convenience. The party will give a 30-day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

- b. Termination of Cause: The COUNTY shall terminate the Agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this Agreement. If the PROVIDER fails to perform in whole or in part under this Agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten (10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the Agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective

date of the termination, provided that such services performed are in accordance with the provisions of the Agreement.

5. DISPUTES:

- a. The PROVIDER agrees to attempt to resolve disputes arising from the Agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.
- b. Any dispute concerning a question of fact arising under this Agreement which is not settled by informal means, shall be decided by the COUNTY'S authorized representative, who shall furnish the PROVIDER with a written decision.
- c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this Agreement in accordance with the COUNTY'S initial decision.
- d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the COUNTY and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: Pursuant to Minnesota Statutes 16c.05. Sgbd.5, the PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices that are relevant to this agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives, deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transaction relating to this agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 6-year period, whichever is later.

8. LIABILITY:

- a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this agreement, a blanket dishonesty bond in an amount not less than \$50,000.00 per person, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this agreement.
- b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this agreement.
- c. Insurance: The PROVIDER further agrees that during the existence of this agreement it will indemnify and hold harmless the COUNTY from any and all liability which may be claimed against the PROVIDER:
  - i. By reason of any reimbursable cost resulting from an eligible participant suffering injury, death, or property loss while participating in services from the PROVIDER or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the PROVIDER or
  - ii. by reason of any client causing injury/damage to another person or property during any time when the PROVIDER has undertaken or is furnishing the services called for under this agreement.
  - iii. the PROVIDER further agrees that it will at all times during the term of this agreement have and keep in force insurance. Any policy obtained and maintained under this clause shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the COUNTY.
  - iv. the PROVIDER will have Workers Compensation Insurance, if applicable.

- v. the PROVIDER will furnish to the COUNTY certificates of bonding and insurance prior to the effective date of this agreement.
- vi. the COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.
- vii. in the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage and/or automobile liability under this clause, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law. The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this agreement.

- 9. INDEPENDENT CONTRACTOR: It is agreed by both parties that at all times and for all purposes within the scope of this agreement the relationship of the PROVIDER to the COUNTY is that of an independent contractor. The PROVIDER is not a county employee.
- 10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorized legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations or policies are amended at any time during the term of this agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.
  - a. Audits: The PROVIDER agrees to have an annual audit in accordance with Office of Management and Budget (OMB) Circular No. A-128 "Audits of State and Local Governments", or OMB Circular No. A-133 Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER.

The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER.

A copy of the audit shall be provided to the COUNTY immediately upon its completion.

- b. Program Standards: The PROVIDER agrees to comply with OMB Circulars No. A-21, A-87, A-102, A-110, A-112, OASC-10, and Federal Treasury Circular No. 1075, as those circulars relate to its particular agency in the utilization of funds, the operation of programs, and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER agrees to comply with the sections of the Code of Federal Regulations that are relevant to the program(s) covered under this agreement. The PROVIDER agrees to comply with all State Instructional Bulletins and policies, as amended. The COUNTY agrees to give the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

- c. Non-Discrimination Statement: The PROVIDER will comply with:
  - i. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.
  - ii. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination based on race, color, religion, sex or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
  - iii. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of disability in programs that are federally-funded.
  - iv. The Age Discrimination in Employment Act of 1967, as amended, which forbids employment discrimination against anyone over the age of 40 years.
  - v. The Equal Pay Act of 1963, which amends the Fair Labor Standards Act, and is aimed at abolishing wage disparity based on sex.

- vi. Title IX of the Education Amendments of 1972, as amended, which generally provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.
  - vii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
  - viii. The Americans with Disabilities Act of 1990, as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended, which provides for fair and equitable treatment of persons displaced as a result of federal or federally-assisted programs.
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of any facility which is used for religious instructions or worship.
  - g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
  - h. The PROVIDER agrees to ensure that its employees and agents are properly trained in and fully comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in particular 13.03-13.04, and with respect to “data on individuals” as defined by 13.02, subd. 5., when information is collected, received, stored, used, created, or disseminated pursuant to this agreement. It is the intent of the PROVIDER to remain in compliance with the ACT. This agreement shall be supplemented by the requirements of the Act, as needed. Further, if any procedure or provision contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.
  - i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)),

section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 11. **ASSIGNMENT:** The PROVIDER shall neither assign nor transfer any rights or obligations under this agreement without prior written consent of the COUNTY. The provisions of this agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this agreement.
- 12. **PRE-GRANT COSTS:** Costs incurred 30 days prior to the effective date of this agreement, which were incurred in anticipation of this award and have been specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this agreement.
- 13. **MODIFICATIONS:** Any modifications to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
- 14. **DEBARMENT AND SUSPENSION CERTIFICATION:** The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
- 15. **LOBBYING CERTIFICATION AND DISCLOSURE:** The PROVIDER shall comply with Interim Final Rule, New Restriction on Lobbying, found in Federal Register Vol.55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant or loan.
- 16. **MAINTENANCE OF EFFORT:** The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this agreement will be continued and not reduced in any way as a result of this agreement except for reductions unrelated to the provisions or purposes herein stated.

17. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal or financial interest, direct or indirect, in this agreement. Further, no person having such a conflicting interest shall be employed under this agreement. In any event, such conflict of interest must be disclosed in writing to the COUNTY.
  
18. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, as follows:
  - (18)(a) Whoever, being an officer, director, agent, or employee of, or connected in any capacity with any agency or organization receiving financial assistance or any funds under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 knowingly enrolls an ineligible participant, embezzles, willfully misapplies, steals, or obtains by fraud any of the moneys, funds, assets, or property which are the subject of a financial assistance agreement or contract pursuant to such Act shall be fined under this title or imprisoned for not more than 2 years, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed \$1,000, such person shall be fined under this title or imprisoned not more than 1 year, or both.
  
  - (18)(b) Whoever, by threat or procuring dismissal or any person from employment or of refusal to employ or refusal to renew a contract of employment in connection with a financial assistance agreement or contract under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998 induces any person to give up any money or thing of value to any person (including such organization or agency receiving funds) shall be fined under this title, or imprisoned not more than 1 year, or both.
  
  - (18)(c) Whoever willfully obstructs or impedes or willfully endeavors to obstruct or impede, an investigation or inquiry under the Job Training Partnership Act or title I of the Workforce Investment Act of 1998, or the regulations there under, shall be punished by a fine under this title, or by imprisonment for not more than 1 year, or by both such fine and imprisonment.
  
19. GRANT CLOSE-OUT: No costs are to be incurred under this agreement after December 31, 2017. Within 45 days of the completion of the agreement, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.
  
20. PROPERTY: All purchases of consumable supplies or materials, capital equipment and/or services made pursuant to this agreement shall be made by purchase order or by written contracts.

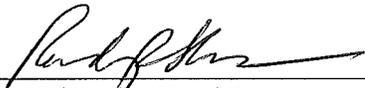
All items of non-expendable property acquired by the PROVIDER with funds awarded under this agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$2,500.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property, (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

The PROVIDER will follow the provisions of OMB Circular A-102.32 or OMB Circular A-110 Attachment N, as applicable, in the use, management and disposition of property purchased with funds under this agreement.

The COUNTY or PROVIDER will obtain advance written approval from the State for purchase of property with a unit cost of \$2,500.00 or more.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed the agreement on the dates written below:

**FOR THE PROVIDER**

By   
Executive Director, Workforce Development, Inc.

Date 10/20/16

**COUNTY OF FILLMORE**

By \_\_\_\_\_  
Chair, Fillmore County Board

Date \_\_\_\_\_

By \_\_\_\_\_  
Director, Fillmore County Human Services

Date \_\_\_\_\_

**FOR THE COUNTY**

Approved as to legality, form and execution:

By \_\_\_\_\_  
Fillmore County Attorney

Date \_\_\_\_\_

Exhibit A  
2017 Budget

County of Fillmore

Budget for MFIP/DWP \$117,786

MFIP	\$ 62,771
MFIP Wage Subsidy	\$ 5,000
DWP	\$ 42,147
Admin	\$ 7,868
	<u>\$ 117,786</u>

MFIP	
Direct Program	\$ 55,271
Wage Subsidy	\$ 5,000
Client Services	\$ 7,500
Administration	\$ 4,707
Total	<u>\$ 72,478</u>

DWP	
Direct Program	\$ 37,147
Client Services	\$ 5,000
Administration	\$ 3,161
Total	<u>\$ 45,308</u>

## Exhibit B

### Minnesota Family Investment Program (MFIP) Work Plan

#### PROVIDER responsibilities for the Minnesota Family Investment Program

1. Overview of MFIP – All participants will receive an overview of MFIP stressing the necessity of immediate employment, available services and the participant's obligations.
2. Assessment – The first appointment will start with an initial assessment and testing to determine the participant's ability to obtain and maintain employment. The Employability Measure will be used to identify participant strengths and areas that may challenge participant success. A thorough employment plan will be developed with each participant that outlines program expectations and participant activities that lead to the achievement of employment goals. The employment plan also outlines potential needs for available support services. Each participant will have an employment goal. If the participant is unable to find employment at the end of the 6-week job search, they will be screened for chemical dependency, mental illness or a learning disability. If a referral is needed, the case manager will follow up with the referral agency in regards to participant compliance.
3. All participants will be assigned a case manager. This case manager will meet with the participant at a minimum, weekly during the first two months and at least monthly when employed until he or she exits MFIP. The case manager will monitor for compliance and send out Notice of Intent to Sanction (NOITS) to the participant for non-compliance in addition to notifying the financial worker when to sanction.
4. Sanctioned participants – Any MFIP participant who is in sanction for non-compliance of employment service activities will be contacted at a minimum of one time per month and will be notified as to what he or she is required to do to remove the sanction. In the second month of sanction, a face-to-face review will be attempted. Prior to a case closing due to six-months of sanction, a face-to-face review will be attempted.
5. Job search class – Intensive six-week structured job search class beginning when the assessment is completed. Information on available jobs in the area will be given to participants in addition to assistance with interviewing, resumes and placement.
6. Paid and unpaid work experience will be encouraged for participants who are unable to find employment. These placements will be monitored closely and will be used in conjunction with job search and life skills classes.
7. Case Reviews – The case manager will have a minimum 3-month case review with each participant to review the current employment plan and make any adjustments needed. The 12-month review of all MFIP participants who have not worked in the past twelve months will consist of a desk review with the Welfare Reform Programs Manager. The case manager will take part with the financial workers in the 48-month review and the pre-60-month review.

Exhibit C  
Diversionary Work Program (DWP) Work Plan

PROVIDER responsibilities for the Diversionary Work Program

Goal – Participant to quickly obtain and retain unsubsidized employment.

1. COUNTY has one (1) working day to refer an eligible DWP participant to PROVIDER.
2. PROVIDER will make an appointment with a participant as soon as a referral is received.
3. Participant and PROVIDER case manager will meet, the initial assessment will be completed, and the employment plan will be signed. This shall be accomplished the same day referral is received, if possible. However, if it cannot be accomplished that day, shall be completed within ten (10) working days of the referral.
4. COUNTY will be notified by PROVIDER within one (1) day of participant meeting with the case manager and signing the employment plan. The employment plan shall be faxed to COUNTY. The initial meeting will stress the urgency and benefits of employment. The employment plan will address the immediate needs of the participant, the work-focused activities the participant will be involved in, and it will clearly establish time frames for completion of plan activities.
5. Participant shall immediately begin an intensive job search class and shall participate in plan activities a minimum of thirty-five (35) hours per week, unless special circumstances dictate otherwise.
6. Participants will be given job placement assistance including available job openings and assistance in contacting employers.
7. Referrals will be made to additional services, as needed.
8. If the participant fails to comply with requirements, COUNTY and participant will be notified by PROVIDER. The participant will then be notified as to what he or she needs to do to become compliant. When a participant comes into compliance, COUNTY will be immediately notified.
9. The case manager will notify the financial worker when a participant becomes employed.
10. The case manager will meet monthly with financial workers to review participant cases.
11. Quarterly meetings shall occur between COUNTY and PROVIDER to review participant progress and outcomes.

# State of Minnesota Department of Human Services County Grant Contract

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## RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Mental Health Division (hereinafter STATE) and the county of Fillmore, address 902 Houston Street NW, Preston, Minnesota 55965 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
  - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
  - (ii) stabilize adults with mental illness;
  - (iii) prevent the development and deepening of mental illness;
  - (iv) support and assist adults in resolving mental health problems that impede their functioning;
  - (v) promote higher and more satisfying levels of emotional functioning; and
  - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

## **1. COUNTY'S RESPONSIBILITIES.** COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act by performing the tasks and duties described in County's Approved Mental Health Plan, hereby incorporated as Attachment A (Parts 1, 2, and 5) to this grant contract.
- 1.2 Ensure all revenue received by COUNTY, it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing their accounting and operational procedures.
- 1.4 Ensure that all contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding.
- 1.10 Complete all required data reporting and ensure their contracted providers are completing all required data reporting.

## **2. CONSIDERATION AND TERMS OF PAYMENT.**

**2.1 Consideration.** Consideration for all services performed and goods or materials supplied by COUNTY pursuant to this grant contract shall be paid by the STATE as follows:

**(a.) Compensation.** COUNTY will be paid in accordance with Attachment B (Grant Application Summary), "Budget" to this grant contract. For the first year of the grant contract, STATE will not compensate COUNTY for any expenses in excess of the total first year budget amount. COUNTY's expenses are determined on a cash basis which recognizes the expense when it is paid by the COUNTY.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Exceptions to the prohibition of capital purchases may be granted, in writing, on a case-by-case basis.

Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$10,000 and is 1) land, buildings (facilities), equipment, and intellectual

property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

The COUNTY must seek permission from the STATE, using a Budget Revision Form, of a significant change in a BRASS code expenditure. A significant change is defined as a 50% deviation of any BRASS code expenditure on the Budget in Attachment B.

**(b.) Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

**(c.) Total obligation.** The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred three thousand and five hundred seventy-two dollars (\$103,572).

**(d.)** For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

## **2.2. Terms of Payment**

(a.) Compensation shall be one cash advance in an amount determined by the STATE which is equal to one quarter's anticipated expenditures followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

If actual expenditures of the COUNTY are less than provided in the approved program line item budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed expenditures. COUNTY will not be eligible for an advance more often than once every two years.

(b.) County requires an advance because County is paid on a quarterly basis under this grant contract. County does not have sufficient reserves to cover costs that it incurs during that time frame.

(c.) Payments shall be made by the STATE promptly after COUNTY'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted using the DHS-2895 Form process, as described in the most recent bulletin of the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin and *Changes to DHS BRASS Manual for Calendar Years 2016-2017*. Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to their grant. Invoice submission through the 2895 process shall act as a certification by the County that the expenses reported are allowable.

**3. CONDITIONS OF PAYMENT.** All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4. PAYMENT RECOUPMENT.** The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

**5. TERMS OF GRANT CONTRACT.** This grant contract shall be effective on January 1, 2017, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

## **6. CANCELLATION.**

**6.1. For Cause or Convenience.** This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

**6.2. Insufficient Funds.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE

must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

## **7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.**

**7.1. State.** The STATE'S authorized representative for the purposes of administration of this grant contract is Faye Bernstein or his/her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

**7.2. County.** The COUNTY's Authorized Representative is Diane Holson or his/her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

**8. ASSIGNMENT.** COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

**9. AMENDMENTS.** Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

**10. LIABILITY.** To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

**11. STATE AUDITS.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

## 12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

## 13. Intellectual Property Rights.

**Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the COUNTY, its employees, agents, or subcontractors, in the performance of this grant contract.

**Ownership.** The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

### **Responsibilities.**

**Assignment of Rights.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its

employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

**Filing and recording of ownership interests.** The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

**Duty not to Infringe on intellectual property rights of others.** The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

**14. WORKERS' COMPENSATION.** The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

**15. VOTER REGISTRATION REQUIREMENT.** COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

**16. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

**17. JURISDICTION AND VENUE.** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**18. WAIVER.** If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

**19. CONTRACT COMPLETE.** This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

## **20. OTHER PROVISIONS.**

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY must comply with, and ensure that its subcontractors comply with, the Minnesota Office of Grants Management policies, including specifically policies 08-06, 08-10, and 08-13.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Grant No: \_\_\_\_\_

2. COUNTY

*Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.*

(Attorney for County)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. STATE AGENCY

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

## Grant Application Summary

**2895 BRASS Code Summary for:**

*Fillmore*

### Funding Totals

	CSP	AMHI	Moose Lake	TOTAL
<b>TOTAL REQUESTED</b>	\$ 103,572	\$ -	\$ -	\$ 103,572
<b>TOTAL ALLOCATION</b>	\$ 103,572	\$ -	\$ -	\$ 103,572
<b>DIFFERENCE</b>	\$ -	\$ -	\$ -	\$ -

### Requested Funding By BRASS Code

BRASS CODE	CSP	AMHI	Moose Lake	TOTAL
402	\$ -	\$ -	\$ -	\$ -
403	\$ -	\$ -	\$ -	\$ -
408	\$ -	\$ -	\$ -	\$ -
416	\$ 4,000	\$ -	\$ -	\$ 4,000
418	\$ 1,000	\$ -	\$ -	\$ 1,000
420	\$ -	\$ -	\$ -	\$ -
431	\$ -	\$ -	\$ -	\$ -
434	\$ 54,000	\$ -	\$ -	\$ 54,000
436	\$ -	\$ -	\$ -	\$ -
437	\$ -	\$ -	\$ -	\$ -
438	\$ -	\$ -	\$ -	\$ -
443	\$ -	\$ -	\$ -	\$ -
446	\$ -	\$ -	\$ -	\$ -
451	\$ -	\$ -	\$ -	\$ -
452	\$ -	\$ -	\$ -	\$ -
454	\$ -	\$ -	\$ -	\$ -
468	\$ -	\$ -	\$ -	\$ -
469	\$ -	\$ -	\$ -	\$ -
474	\$ -	\$ -	\$ -	\$ -
491	\$ 44,572	\$ -	\$ -	\$ 44,572
493	\$ -	\$ -	\$ -	\$ -

### Estimated Persons Served By BRASS Code

BRASS CODE	CSP	AMHI	Moose Lake	TOTAL
402	0	0	0	0
403	0	0	0	0
408	0	0	0	0
416	8	0	0	8
418	10	0	0	10
420	0	0	0	0
431	0	0	0	0
434	121	0	0	121
436	0	0	0	0
437	0	0	0	0
438	0	0	0	0

443	0	0	0	0
446	0	0	0	0
451	0	0	0	0
452	0	0	0	0
454	0	0	0	0
468	0	0	0	0
469	0	0	0	0
474	0	0	0	0
491	100	0	0	100
493	0	0	0	0

**Estimated Spending by Person Served By BRASS Code**

<b>BRASS CODE</b>	<b>CSP</b>	<b>AMHI</b>	<b>Moose Lake</b>	<b>OVERALL</b>
402	\$ -	\$ -	\$ -	\$ -
403	\$ -	\$ -	\$ -	\$ -
408	\$ -	\$ -	\$ -	\$ -
416	\$ 500.00	\$ -	\$ -	\$ 500.00
418	\$ 100.00	\$ -	\$ -	\$ 100.00
420	\$ -	\$ -	\$ -	\$ -
431	\$ -	\$ -	\$ -	\$ -
434	\$ 446.28	\$ -	\$ -	\$ 446.28
436	\$ -	\$ -	\$ -	\$ -
437	\$ -	\$ -	\$ -	\$ -
438	\$ -	\$ -	\$ -	\$ -
443	\$ -	\$ -	\$ -	\$ -
446	\$ -	\$ -	\$ -	\$ -
451	\$ -	\$ -	\$ -	\$ -
452	\$ -	\$ -	\$ -	\$ -
454	\$ -	\$ -	\$ -	\$ -
468	\$ -	\$ -	\$ -	\$ -
469	\$ -	\$ -	\$ -	\$ -
474	\$ -	\$ -	\$ -	\$ -
491	\$ 445.72	\$ -	\$ -	\$ 445.72
493	\$ -	\$ -	\$ -	\$ -

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF FILLMORE

THIRD JUDICIAL DISTRICT

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In Re: Appointment of An Examiner  
of Titles for Fillmore County Minnesota  
Pursuant to Minnesota Statute §508.12

ORDER

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WHEREAS, Minnesota Statute Sec. 508.12 provides in pertinent part that:

“The judges of the district court shall appoint a competent attorney in each county within their respective districts to be an examiner of titles ... in said county, to which examiner all applications to register title to land are referred without further order...”

WHEREAS, William J. Ryan, Attorney at Law, Rochester, Minnesota, has the proper credentials and experience to act as the Examiner of Titles for Fillmore County, Minnesota.

WHEREAS, it is reasonable to compensate Attorney William J. Ryan at a rate of \$275.00 for services provided as Examiner of Titles for Fillmore County, Minnesota.

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. That William J. Ryan, Attorney at Law, Rochester, Minnesota is hereby appointed as the Examiner of Titles in and for Fillmore County Minnesota.
2. That the Examiner shall be compensated at a flat rate of \$225.00 per hour for routine services such as trust, probate and divorce conveyances.
3. That the Examiner shall be compensated by Fillmore County for services rendered on behalf of the Registrar of Titles and by private applicants at a rate of \$275 per hour.
4. The Examiner shall serve until replaced by further order of the District Court Judges.
5. That the Examiner of Titles shall execute the responsibilities and hear cases pursuant to Minn. Stat. Sec. 508.13 and Sec. 508.20 as instructed by the Court.

Date: \_\_\_\_\_

BY THE COURT

---

Matthew J. Opat  
Judge of District Court

## 2006 Minnesota Statutes

[Authenticate](#)

### 508.12 EXAMINERS OF TITLES.

Subdivision 1. **Examiner and deputy examiner.** The judges of the district court shall appoint a competent attorney in each county within their respective districts to be an examiner of titles and legal adviser to the registrar in said county, to which examiner all applications to register title to land are referred without further order, and may appoint attorneys to serve as deputy examiners who shall act in the name of the examiner and under the examiner's supervision and control, and the deputy's acts shall be the acts of the examiners. The examiner of titles and deputy examiners shall hold office subject to the will and discretion of the district court by whom appointed. The examiner's compensation and that of the examiner's deputies shall be fixed and determined by the court and paid in the same manner as the compensation of other county employees is paid except that in all counties having fewer than 75,000 inhabitants, and in Stearns, Dakota, Scott, Wright, and Olmsted Counties the fees and compensation of the examiners for services as legal adviser to the registrar shall be determined by the judges of the district court and paid in the same manner as the compensation of other county employees is paid, but in every other instance shall be paid by the person applying to have the person's title registered or for other action or relief which requires the services, certification or approval of the examiner.

Subd. 2. **County attorney as registrar's adviser.** Notwithstanding any provision of this section to the contrary, in all counties other than Hennepin, Ramsey and St. Louis having a full-time county attorney, the county board by resolution may provide that the county attorney shall also be the legal adviser to the registrar in said county.

Subd. 3. [Repealed, [1989 c 59 s 2](#)]

**History:** [\(8258\) RL s 3381](#); [1905 c 305 s 12](#); [1909 c 183 s 3](#); [1927 c 112 s 2](#); [1953 c 276 s 1](#); [1955 c 319 s 1](#); [1957 c 252 s 1](#); [1959 c 252 s 1](#); [1961 c 362 s 1](#); [1971 c 799 s 1](#); [1974 c 322 s 8](#); [1986 c 444](#); [1989 c 59 s 1](#); [1994 c 380 s 1](#); [1994 c 388 art 3 s 1](#); [2003 c 54 s 1](#)

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**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS  
Preston, Minnesota 55965**

Date \_\_\_\_\_ Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_ Second by Commissioner \_\_\_\_\_

WHEREAS, Minnesota Statute Sec. 508.12 Subd. 1 provides in pertinent part that:

“The judges of the district court shall appoint a competent attorney in each county within their respective districts to be an examiner of titles and legal adviser to the registrar in said county, to which examiner all applications to register title to land are referred without further order...”

WHEREAS, Minnesota Statute Sec. 508.12 Subd. 2 states that:

“Notwithstanding any provision of this section to the contrary, in all counties other than Hennepin, Ramsey and St. Louis having a full-time county attorney, the county board by resolution may provide that the county attorney shall also be the legal adviser to the registrar in said county.”

WHEREAS, William J. Ryan, Attorney at Law, Rochester, Minnesota, has the proper credentials and experience to act as the Examiner of Titles for Fillmore County, Minnesota.

WHEREAS, it is reasonable to compensate Attorney William J. Ryan at a rate of \$275.00 per hour for services provided as Examiner of Titles for Fillmore County, Minnesota.

WHEREAS, the Fillmore County Commissioners desire to appoint Fillmore County Attorney Brett A. Corson as the legal adviser to the Fillmore County Registrar.

NOW THEREFORE, the Fillmore County Board hereby resolves to appoint Fillmore County Attorney Brett A. Corson as the legal adviser to the Fillmore County Registrar and supports the appointment of Attorney William J. Ryan as the Examiner of Titles for Fillmore County.

**VOTING AYE**

Commissioners      Prestby                   Dahl                   Root                   Lentz                   Bakke

**VOTING NAY**

Commissioners      Prestby                   Dahl                   Root                   Lentz                   Bakke

STATE OF MINNESOTA  
COUNTY OF FILLMORE

I, Bobbie Vickerman, Clerk of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and official seal at Preston, Minnesota the \_\_\_\_ day of \_\_\_\_\_, 2016.

SEAL

Bobbie Vickerman, Coordinator/Clerk  
Fillmore County Board of Commissioners

# Schedule B - SOW Schedule of Products

Job # SOW12675



Date | Proposal #  
08/11/16 | MARQ168427

Voice: 800.892.8548 | Fax: 800.847.3087

**Client:** FILLMORE COUNTY  
Bobbie Vickerman  
101 FILLMORE ST  
PRESTON, MN 55965

**Phone:** 507.765.4566

**Email:** bvickerman@co.fillmore.mn.us

Qty	Description	Unit Price	Ext. Price
<b>Implementation of Streamline IT</b>			
1	Installation Services - One Time, Basic Set up. *Any customization is billable at Time and Material One Time Setup Fee:	\$750.00	\$750.00
			\$750.00
<b>Monthly License for Streamline IT:</b>			
3	Streamline IT License per User	\$60.00	\$180.00
	Total Monthly Licenses Fees		\$180.00

Implementation Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

# MARCO MANAGED IT AGREEMENT

THIS MANAGED IT AGREEMENT (“Agreement”) is entered into and effective as of the last date affixed to any signature hereto (“Effective Date”) by and between **MARCO TECHNOLOGIES, LLC** with a principle place of business at **4510 HEATHERWOOD ROAD, ST. CLOUD, MN** (“Marco”) and **FILLMORE COUNTY** with a principle place of business at **101 FILLMORE ST PRESTON, MN 55965** (“Client”) (individually, “Party,” and collectively, “Parties”). This Agreement governs Marco’s relationship with Client for the provision of services (“Services”), Equipment and other goods (“Equipment”), Software (“Software”) and Incidentals (collectively, “Products”), as applicable, under that Statement of Work Agreement Number 12675 (“SOW”) between the Parties. The term “SOW” also includes Change Orders. This Agreement is incorporated in and made part of the SOW. Defined terms in this Agreement or the SOW shall have the same meaning in both documents unless otherwise expressly stated. Furthermore, term of this Agreement and the SOW shall be in effect for three (3) years commencing on the Effective Date (“Term”).

- 1 Purchases, Prices and Payment.** Marco agrees to provide, and Client agrees to purchase, the Services and Equipment (as applicable), as well as License(s) (as defined in the SOW) for required Software at the Price defined in the SOW and/or Schedule of Products (“SOP”). Client shall pay Marco’s then current rates for any Incidentals as defined in the SOW. Marco shall then have the right to increase the Price to Client at its sole discretion at the end of the first twelve (12) months of the Effective Date, and once each twelve (12) months thereafter, by up to ten (10) percent (“Price Increase”). Marco’s written notice to Client of a Price Increase shall serve as a binding amendment to this Agreement and the SOW.

Client shall pay all invoices within thirty (30) days of the invoice date. Client shall pay a late fee of 1.5 percent (or the highest rate permitted by law) per month on any amounts not paid in a timely manner. Client shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by Marco in enforcing its rights for payment under this Agreement and the SOW. Client shall pay all sales, use, excise, value added or other taxes; duties, levies or fees assessed by any government or other authority resulting from its relationship with Marco under this Agreement and the SOW, except for taxes imposed on Marco’s income. Client shall not withhold any Marco property or payment due under this Agreement, the SOW or any other Agreement, SOW or Purchase Order with Marco, or set off or reduction, for any purpose whatsoever.

- 2 Marco Property.** In addition to the Products, Marco may provide and/or allow Client to use Equipment, Other Goods, Materials/Supplies and/or Similar Items, Software, Information and Intellectual Property (defined below) owned by Marco or a Third Party, for the purposes of carrying out the SOW (collectively, “Marco Property”). Such provision or use of Marco Property shall not create any rights of ownership in Client or any Third Party. Client shall use reasonable care in using Marco Property, but no less care than Client uses with respect to its own property. Client shall protect Marco Intellectual Property from infringement, misappropriation or other violation and/or damage. Client shall return Marco Property upon Marco request and in accordance with the requirements located under section titled, ‘**Effect of Termination or Expiration,**’ below.
- 3 Warranty.** Marco represents and warrants that it will provide the Services and Repairs, defined in the SOW, in a good and workmanship-like manner and that the Services will meet any applicable generally accepted industry standards. Client shall also be entitled to any warranty, which is extended to Marco by the Equipment Manufacturer or Software Publisher/Vendor, and assigned by Marco to Client, in connection with this Agreement and the SOW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MARCO PROVIDES ALL THE PRODUCTS, MARCO PROPERTY AND REPAIRS “AS IS.” MARCO DOES NOT PROVIDE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND RELATING TO THE PRODUCTS, MARCO PROPERTY AND REPAIRS, EXPRESS OR IMPLIED, STATUTORY OR OTHER, INCLUDING BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ALL WARRANTIES, WHICH ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT NO TECHNOLOGY IS FOOLPROOF OR IMMUNE FROM ATTACK. MARCO CANNOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS, MARCO PROPERTY, THE REPAIRS, OR ANY RESULTS OR USE THEREOF WILL OPERATE WITHOUT INTERRUPTION, SECURELY, ERROR FREE, WITHOUT DEFECT, FREE OF HARMFUL CODE, THIRD PARTY DISRUPTION OR THAT MARCO WILL CORRECT ALL DEFECTS. No statement or writing of any Marco officers, directors, employees, agents or contractors (collectively, "Representatives") will create any warranty or obligation whatsoever not set forth in this section.

- 4 **Defects.** Marco shall have no liability for any malfunction, deficiencies or defects (collectively, "Defects") on any Equipment, Software, Incidentals or Losses (defined below) resulting from such Defects. Any and all rights or remedies Client may have regarding the ownership, licensing, performance, specification, legal or other compliance or warranty of the Equipment, Software or Incidentals, are limited to those rights set forth under the section titled, **Warranty**, and subject to the limitations of liability in this Agreement and the SOW.
- 5 **Intellectual Property.** Each Party is, and shall remain, the exclusive owner of its Intellectual Property (including patents, trademarks, copyrights, trade secrets, works of authorship, inventions and other proprietary information) (collectively, "Intellectual Property") and Confidential Information (defined below), whether existing prior to or following the Effective Date of this Agreement. Marco hereby grants Client a non-exclusive, royalty-free license during the Term of this Agreement to use Marco Intellectual Property disclosed to it solely for purposes of using the Services. Except as provided herein, nothing in this Agreement or the SOW shall be construed as transferring the rights to ownership or use of either Party's Intellectual Property or Confidential Information to the other Party, its Representatives or any Third Party.
- 6 **Confidential Information.** Each Party shall maintain the confidentiality of and use the other's Confidential Information, as defined below, only for carrying out its rights and performing its obligations under this Agreement and the SOW. The Party receiving Confidential Information shall disclose it only to its Representatives who need to know the information in order to carry out this Agreement or the SOW. The Party receiving Confidential Information shall cause its Representatives to be bound by and comply with this Section and shall be liable to the disclosing Party for such Representatives' noncompliance. Confidential Information includes, but is not limited to, trade secrets, technology, financial information, know how, business plans, customer lists, works of authorship, inventions and any information disclosed in any manner which: is marked "Confidential" or a like designation, is disclosed in circumstances of confidence, or should be understood by the Parties, using commercially reasonable care, to be confidential. Confidential Information does not include information that a) was known or possessed by the receiving Party before receipt from the disclosing Party; (b) is or becomes a matter of public knowledge through no breach of this Agreement; (c) is lawfully available or received from a Third Party without confidentiality obligation; (d) is authorized to be disclosed by a third party with the right to do so; (e) is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information; or (f) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall give the disclosing Party immediate written notice of any efforts to compel disclosure and reasonable assistance in obtaining an order or other relief protecting the Confidential Information.
- 7 **Compliance with Laws.** Each Party agrees to comply with all laws, ordinances, regulations and rules applicable to it relating to this Agreement and the SOW. Client shall not resell, transfer or export any of

the Products, or any data derived therefrom, in violation of any United States or foreign law, including export laws.

- 8 Communication and Notices.** Notices, requests and consents under this Agreement shall be provided in writing to the Parties at the address(es) provided below, or to such other address(es) as is provided in writing, and are effective upon personal delivery; electronic confirmation of facsimile; or three (3) days' after posting by certified mail, return receipt requested.

JENNIFER MROZEK  
MARCO TECHNOLOGIES, LLC  
4510 HEATHERWOOD RD  
ST. CLOUD, MN 56301

BOBBIE VICKERMAN  
FILLMORE COUNTY  
101 FILLMORE ST  
PRESTON, MN 55965

- 9 Indemnification.** Subject to the limitations set forth herein and in the SOW, each Party shall defend, indemnify and hold harmless the other and its Representatives from and against third party (other than an indemnitee affiliate) demands, claims, actions, suits, or similar proceedings ("Claim(s)") for Losses, as defined below, to the extent caused by the indemnifying Party's (a) material breach of this Agreement or the SOW; or (b) negligent, reckless, or willful acts or omissions; or c) allegations that the Services or the use thereof infringe on any U.S. intellectual property right. Loss or Losses means any and all costs, expenses, damages, liabilities, fees (including reasonable attorney and expert fees), penalties, fines, or judgments of any kind or nature whatsoever. The Party requesting indemnification shall promptly notify the indemnifying Party of its potential right to defense and indemnification in a writing detailing the basis for the request and the third party Claim. If it accepts the defense, the indemnifying Party shall control the defense and resolution of the Claim, including the selection and retention of counsel. The Party requesting indemnification shall cooperate in the defense and resolution of any Claim. Failure to provide such cooperation shall relieve the indemnifying Party of its obligations under this Section. The Party requesting indemnification may participate in and observe the defense and resolution of any Claim with its own counsel at its sole cost and expense. The indemnifying Party shall not settle the Claim in a manner that materially adversely affects the indemnified Party without its consent, which shall not be unreasonably withheld.

- 10 Limitation of Liability.** IN NO EVENT SHALL MARCO OR ITS REPRESENTATIVES BE LIABLE TO CLIENT, ITS REPRESENTATIVES OR ANY THIRD PARTY FOR (A) CLAIMS OR LOSSES RESULTING FROM CLIENT'S OR ITS REPRESENTATIVES' VIOLATION OF THIS AGREEMENT OR THE SOW, DELAY OR FAILURE TO PERFORM ANY OBLIGATIONS THEREUNDER, ACTIONS OR DIRECTIONS WHICH AFFECT MARCO'S ABILITY TO EFFECTIVELY AND EFFICIENTLY PROVIDE OR CLIENT AND ITS REPRESENTATIVES ABILITY TO USE THE PRODUCTS, ANY SUSPENSION, DOWNTIME, SERVICE LIMITATIONS, REMEDIATION, OR DEFECTS (ALL AS DEFINED IN THE SOW) OR (B) ANY LOSS OF PRODUCTION, USE, DATA, BUSINESS, REVENUE, OR PROFIT; OR (C) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORIES WHATSOEVER, AND REGARDLESS OF WHETHER SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL MARCO AND ITS REPRESENTATIVES' COLLECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS OR LOSSES (AS DEFINED ABOVE AND WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL OR

EQUITABLE THEORY) EXCEED THE AMOUNT PAID OR PAYABLE TO MARCO UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE WORK WHICH GAVE RISE TO THE CLAIM(S).

- 11 Renewal and Termination.** Unless terminated earlier as described below, this Agreement and the SOW shall automatically renew on the anniversary date of the Term (“Renewal Term”) for successive twelve (12) month periods at then applicable rates, which are subject to change at Marco’s discretion, unless either Party provides the other written notice at least sixty (60) days prior to the end of the Term or Renewal Term that it intends not to renew. Either Party may terminate this Agreement and the SOW if: (a) it is required by law to do so; or (b) if the other Party materially breaches this Agreement or the SOW and such breach is not cured within thirty (30) business days or such longer period to which the Parties mutually agree; or (c) upon the institution by or against the other Party of insolvency, receivership, bankruptcy, assignment for the benefit of creditors, or similar proceedings. Any such termination shall not relieve Client from its payment obligations.
- 12 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement or the SOW: (a) Client shall no longer have access rights, privileges, and authorizations to the Services; (b) at its sole expense, Client shall: (i) cease using Marco Property, the Services, Software, and any Incidentals (not owned by Client); (ii) uninstall and return the Software; (iii) return the Marco Property; and (c) following the disclosing Party’s request, the receiving Party shall return or destroy (and certify the return or destruction of) the disclosing Party’s Confidential Information and all copies or embodiments thereof, as directed by the disclosing Party. Client shall pay the published list price for any Marco Property which Client fails to timely return.
- 13 Dispute Resolution, Venue, and Governing Law.** If a dispute arises out of or relates to this Agreement or the SOW, the Parties agree to engage management in direct discussions in good faith to attempt to resolve the dispute. If a resolution cannot be reached through such discussions, the parties agree to engage in nonbinding mediation to attempt to resolve the dispute. If mediation fails, the dispute will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Stearns County, Minnesota. The arbitrator’s decision will be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides. All claims shall be arbitrated individually. Client shall not bring, or join any class action of any kind in court or in arbitration. Nothing in this Section shall prohibit either party from seeking injunctive relief from any authority authorized by law to grant it. This Section does not prohibit Marco from enforcing any claim for payment in any court or other forum. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL ARISING OUT OF THIS AGREEMENT OR THE SOW. This Agreement and the SOW shall be governed by the laws of Minnesota without regard to choice or conflicts of law principles.
- 14 Assignment, Successors, Beneficiaries.** Client may not transfer, sell, resell, export, or sublease the Products, this Agreement, the SOW, nor any right or obligation arising thereunder, in whole or in part, without the written consent of Marco, including, without limitation, by operation of law, upon plan of merger, or upon Client being acquired or selling substantially all of its assets. Marco may transfer or assign this Agreement, the SOW, and our rights in the Products, in whole or in part, without notice or Client’s consent. The Parties agree that there shall be no third party beneficiaries to this Agreement or the SOW. Subject to the foregoing, this Agreement and the SOW shall be binding on and inure to the benefit of the Parties successors and assigns.
- 15 Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement or the SOW shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties.

Unless expressly provided herein or in the SOW, neither Party shall have the authority to act on behalf of or to bind the other.

- 16 Nonsolicitation.** Client agrees not to solicit, hire, or otherwise engage in any like activity in any manner whatsoever, directly or indirectly, with any of Marco's employees during the term of this Agreement and for a period of one (1) year thereafter. For each breach by Client of the forgoing restrictions, Client will pay Marco an amount equal to any recruitment or referral fees paid by Marco for such employee and the base salary and bonus earned by such employee during the twelve (12) months preceding Client's breach of the forgoing restrictions.
- 17 Force Majeure.** Neither Party shall be liable for or be in breach of this Agreement or the SOW, for failure or delay in performance (except for Client's payment obligations) caused by circumstances beyond the reasonable control of the nonperforming Party, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, or services.
- 18 Severability.** If any provision of this Agreement or the SOW is held invalid by any law, order or regulation of any government or other authority, or by the final determination of any court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.
- 19 Remedies.** Unless and to the extent provided otherwise and subject to the limitations of liability herein and in the SOW, all remedies set forth in this Agreement and the SOW will be cumulative, in addition to, and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 20 Headings, Survival, and No Waiver.** Headings are for convenience only and are not part of this Agreement or the SOW. Any term in this Agreement or the SOW by its nature designed to survive completion, expiration, or termination of this Agreement or the SOW shall so survive. The failure of Marco at any time to require performance by Client of any provisions of this Agreement or the SOW will in no way affect Marco's right to require performance of that provision nor be construed as a waiver of any Marco right under this Agreement or the SOW.
- 21 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The execution and delivery of counterparts may be accomplished by email or telefacsimile.
- 22 Entire Agreement and Amendment.** This Agreement and the SOW are the entire agreement between the Parties relating to the subject matter thereof and supersede and replace any and all prior discussions, agreements, understandings, promises, and representations whatsoever, whether oral or written, express or implied, between the Parties. Purchase or work orders or other similar writings (regardless of their date) of Client or a third party on Client's behalf shall not change this Agreement or the SOW and shall not be binding on Marco or its Representatives whatsoever. Except as expressly stated herein, no modification of or amendment to this Agreement or the SOW will be effective unless in writing and signed by a duly authorized representative of both Parties.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be signed and delivered by its duly authorized officer or representative on the date set forth at the beginning of this Agreement.

**MARCO TECHNOLOGIES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FILLMORE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO MARCO MANAGED IT AGREEMENT**

This Addendum is incorporated by reference and made part of that certain Managed IT Agreement entered into by and between MARCO TECHNOLOGIES, LLC (“Marco”) and FILLMORE COUNTY (“Client”) simultaneously herewith (“Agreement”). Defined terms in the Agreement have the same meaning in this Addendum.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties add the following language to the Agreement as Subsection 11:

### **Addition to Subsection 11**

If after one (1) year from the “Go Live” date, Client is not reasonably satisfied with Marco’s performance under the Agreement and the related Statement of Work, Client shall have the one-time right to terminate the Agreement after providing Marco with ninety (90) days’ notice of its intent to terminate. The notice shall contain a detailed description of Client’s dissatisfaction. If notice is not provided by the conclusion of month thirteen (13) under the Agreement, Client’s right to terminate under this Subsection shall be waived. Nothing in this Addendum shall be construed to be a waiver by Client of any obligation incurred prior to the effective date of the one-time termination. Except as set forth herein, the Agreement shall remain in full force and effect as written.

FILLMORE COUNTY

MARCO TECHNOLOGIES, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Schedule B - SOW Schedule of Products

Job # SOW12675



Date | Proposal #  
08/11/16 | MARQ168031

Voice: 800.892.8548 | Fax: 800.847.3087

**Client:** FILLMORE COUNTY  
Bobbie Vickerman  
101 FILLMORE ST  
PRESTON, MN 55965

**Phone:** 507.765.4566

**Email:** bvickerman@co.fillmore.mn.us

Qty	Description	Unit Price	Ext. Price
	One Time Implementation Fee		\$8,275.00
	<b>3 Year Managed Services Agreement with 12 month Addendum</b>		
	<b>Managed IT Service:</b>		
1	Total Cost Up to 184 User	\$8,275.00	\$8,275.00
	*Additional users above the 184 will be added at a rate of \$45/user/month, which is a blended rate to be applied regardless of FT/PT status of an employee.		
	(200) Anti-Virus		
	(184) Spam Filtering		
	(184) Content Filtering		
	Marco Managed IT Base Charge		
	Total Monthly Program Fees		\$8,275.00
		Subtotal	\$8,275.00
		Shipping	\$0.00
		Tax	\$0.00
		<b>Monthly Total</b>	<b>\$8,275.00</b>

*Tax and/or shipping may be charged where applicable.*

Implementation Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

---

Customer Signature

Date



## MANAGED IT SERVICES

### Prepared For:

**Client Name:** Bobbie Vickerman  
**Company Name:** Fillmore County  
**Address:** 101 Fillmore St  
Preston, MN 55965

**Date:** 8/11/2016

### Prepared By:

**Technology Advisor:** Bill L. Cutshall  
**Phone:** 800.892.8548 x7531  
**Email:** bill.l.cutshall@marconet.com

**Managed Services Specialist:** Shelly Caldwell  
**Phone:** 507.923.4704  
**Email:** shelly.caldwell@marconet.com  
**Web:** [www.marconet.com](http://www.marconet.com)  
**Document Number:** 12675

*taking technology further*

MANAGED SERVICES  
CLOUD SERVICES  
BUSINESS IT SERVICES  
CARRIER SERVICES  
COPIERS & PRINTERS



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**ABOUT THIS STATEMENT OF WORK (SOW)**

This Statement of Work Agreement (“SOW”) is entered into by and between Marco Technologies, LLC (“Marco”) and Fillmore County (“Client”) for the Services, Equipment, Software and Incidentals, as applicable, that Marco will provide and Client will purchase during the Term and any Renewal Term of the Marco Managed IT Agreement dated 8/11/2016 between Marco and Client. This SOW is governed by and subject to the Agreement. Defined terms in the Agreement have the same meaning in this SOW.

**DESCRIPTION OF SERVICES AND DELIVERABLES**

Outlined below is a complete description of all services that will be provided by Marco and Fillmore County. Marco certified systems engineers and technical representatives will perform all work according to Marco guidelines.

Marco Managed IT Service Highlights	
<p><b>Support Desk Services</b> M-F 7x5 Remote Services and 8x5 On-site Services</p> <ul style="list-style-type: none"> <li>• Microsoft® OS</li> <li>• Microsoft Office®</li> <li>• Mobile device and remote network access connectivity</li> <li>• Third Party Applications</li> <li>• Vendor and software guidance</li> <li>• Rapid Resolution Response</li> </ul> <p><b>Server Equipment Monitoring &amp; Maintenance</b></p> <ul style="list-style-type: none"> <li>• Up-time reporting</li> <li>• Event log monitoring</li> <li>• Hardware performance</li> <li>• Drive space monitoring</li> <li>• Asset summary</li> </ul>	<p><b>Microsoft Updates</b></p> <ul style="list-style-type: none"> <li>• Automated patch management for Microsoft:               <ul style="list-style-type: none"> <li>○ OS security updates</li> <li>○ OS critical updates</li> <li>○ MS Office updates</li> </ul> </li> </ul> <p><b>Security</b></p> <ul style="list-style-type: none"> <li>• Antivirus Software - management/definition updates</li> <li>• Web content filtering</li> <li>• Spam filtering</li> <li>• Active Directory and user administration security</li> <li>• Windows File® sharing administration</li> </ul> <p><b>On-site Maintenance Events</b></p> <ul style="list-style-type: none"> <li>• Proactive on-site Network Management maintenance for pre-approved items</li> </ul>

- 1. Products.** Marco will provide, and Client will purchase, lease or license, as applicable, the Services (“Services”), Equipment and other goods (collectively, “Equipment”), software (“Software”), and Incidentals (defined below) (collectively, “Products”) as described herein at the prices listed on the **Schedule B** containing Marco’s Price Schedule (“Price(s)”), which is incorporated herein by reference, or as to Incidentals, Marco’s then current rates.

- 2. Designated Site.** Client designates **101 Fillmore St Preston, MN 55965** as the physical location of its primary site where Marco will perform any on-site work under this SOW.

Additional designated sites to receive Managed IT Services, but no on-site maintenance events (“Secondary Sites”), will receive services as outlined in the section below:

Secondary Site Address	Remote Only or Remote plus On-site service
902 HOUSTON ST STE 5 Preston MN	Remote plus On-site service
413 FARMERS ST NW Preston MN	Remote plus On-site service

- 3. Designated Users.** Prior to Marco’s installation of Remote Access Software (defined below), Client shall designate its **up to 184** allotted users of Support Desk Services (defined below) (“Designated Users”). Client shall allow only its Designated Users to access the Support Desk Services. Client shall notify Marco of any changes to the Designated Users. Marco shall have the right to take all reasonable action it deems appropriate in its sole discretion to audit Designated Users’ status and use of Support Desk Services at such times as Marco reasonably requests. Client shall cooperate in and provide Marco all Client Information and Access (defined below) Marco deems necessary to carry out such audit. If Client exceeds its allotted Designated Users, the Price will be increased accordingly.
- 4. Designated Equipment.** Marco will provide Client with a list of all personal computers and servers on which Marco has loaded monitoring agent software (“Designated Equipment,” or “Asset Summary”). Client shall promptly review the Asset Summary and report any missing equipment or inaccuracies. Client acknowledges that Marco will be delayed in, or unable to, effectively and efficiently provide the Products without a complete and accurate Asset Summary and agrees that Marco shall have no liability to Client or any Third Party arising out of such delay.
- 5. Use.** Marco authorizes Client’s use of the Products and any Marco Property (defined below) subject to the terms of the Agreement, this SOW, and conditioned on Client’s performance of its obligations thereunder. This authorization is nontransferable. Client shall access and use (and shall cause its Representatives to access and use) the Products and Marco Property ONLY: a) as permitted by, and in accordance with, its obligations under the Agreement, SOW and any License; b) for their intended purposes; c) in a manner which prohibits repeated negligent error; d) as permitted by, and in accordance with, the specifications of the manufacturer, publisher or vendor of the Products; e) in a commercially reasonable manner for its own internal business; f) in a manner that does not violate any Intellectual Property right of Marco or any Third Party; g) for legitimate and lawful business purposes; and h) as permitted by law. Client shall not alter, modify, tamper with, make derivative works from, license, distribute, rent, lend, publish, reverse engineer, decode, and attempt to derive the source code of or reproduce the Products or Marco Property. Client shall take all reasonable action necessary to stop the violation or threatened violation of this Section and cause its Representatives to be bound by and comply with this Section.
- 6. Backup.** Unless otherwise agreed in a separate written agreement with Marco, Marco’s provision of the Products does not replace the need for Client to maintain reliable, regular data backups and redundant archives (“Reliable Backup”). Client shall maintain such Reliable Backup during the Term and any Renewal Term of the Agreement and SOW.

- 7. Minimum Equipment and Software Specifications.** Marco's obligations under this SOW, including as to Microsoft Products, are limited to: a) equipment which is professional grade, uses a business class operating system, meets manufacturer current specifications and is supported under a current manufacturer's warranty; b) operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and c) equipment, operating systems and other software having the current capability to be supported by Marco remotely (collectively, "Minimum Specifications").

## **SUPPORT DESK ASSISTANCE**

- 1. Scope.** As part of the Services, Marco will make available to Client, and its Designated Users, access to the Marco Support desk as follows ("Support Desk Service(s)"):
- 2. Incident Resolution.** Marco will provide: a) Designated Users assistance in resolving incidents on Designated Equipment that cause a reduction in the normal quality or interruption of the standard functionality of the Microsoft Operating System or Microsoft Office Suite, b) virus and malware infection removal, c) Third Party application support; and c) Remote Device Connectivity - all to the extent described below (collectively, "Incidents"). Marco's assistance shall begin when Client or a Designated User contacts the Marco Support Desk and ends when Marco resolves the Incident or determines in its sole discretion that it cannot resolve the Incident. Client acknowledges and agrees that it is solely responsible for any costs and expenses associated with resolving Incidents following the above determination by Marco.
- 3. Microsoft "How-to's."** Marco will assist Designated Users in operating standard functions of Microsoft Office.
- 4. Virus and Malware Infection.** Client agrees that Marco may install Marco's chosen: a) web content filtering software for the purpose of restricting Designated Users' access to known malicious www content; b) antivirus software for the purpose of scanning against known viruses; and c) spam filtering software for the purpose of filtering spam through inbound email.
- 5. Third Party Applications.** Marco will provide the support identified below for Third Party software Client uses in its business, which meets Minimum Specifications and has an active Third Party software support agreement ("Third Party Application(s)"). The Marco Support desk shall serve as Client's initial point of contact for Third Party Application issues. Marco will work with Client and its Designated Users to conduct basic troubleshooting to resolve such issues. If an issue cannot be resolved through basic troubleshooting, Marco will engage with the Third Party application publisher or vendor to assist in resolving the issue. While Marco expects to be able to resolve issues after receiving instruction and guidance from the Third Party application publisher/vendor, there may be circumstances that require the Third Party application publisher/vendor or other Third Parties to resolve the issue. Client acknowledges and agrees that it is solely responsible for all costs and expenses associated with any such publisher, vendor or Third Party resolution.
  - a) Client shall obtain and maintain, as applicable, such consents, agreements or other prerequisites required by Third Party Application publishers/vendors in order for Marco to efficiently and effectively provide the support under this Section.
  - b) Prior to Marco's provision of any service for a Third Party Application, which Client deems

restricted, Client shall designate in writing the pre-access security measures it requires Marco to follow (including Designated Users who have access privileges). Marco will work using Standard Work procedures provided to Client by the Third Party Application publishers and/or vendors. Client shall use commercially reasonable efforts to obtain such procedures from the publisher and/or vendor. If such procedures do not exist, Marco will assist Client in creating appropriate procedures from which Marco can efficiently and effectively provide Third Party Application support.

6. **Vendor and Software Guidance.** At Client's request, Marco in its sole discretion may provide general guidance to Client in considering the use of new or different software. Any such Marco guidance shall not be considered to be an analysis on which Client should rely to purchase such software or to determine such software's capabilities or effect on the Products or Client, all of which is the sole responsibility of Client. Client may purchase a software assessment under a separate agreement in Marco's sole discretion.
7. **Mobile Device and Remote Access Connectivity.** Marco will assist Client in connecting to Client's business network those mobile devices (for the purpose of Client's employees' remote access to Client's email) and those computers (for purposes of Client's employees' remote access to Client's network as allowed or restricted by Client) (collectively, "Remote Access Connectivity"). Client shall designate in writing to Marco any user or access restrictions to this connectivity, which require Marco implementation as part of such connectivity. Client shall provide reasonable notice to Marco of any changes, which affect Marco's obligations hereunder. Marco will not address and Client shall be solely responsible for any issues requiring carrier communication, troubleshooting, or other action.
8. **Remote Services.** Remote Marco Support Desk Services will be provided Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding Marco's published holidays. Client agrees that Marco may provide Support Desk Services remotely and that Marco may install such software on Client's personal computers and servers as Marco deems appropriate in its sole discretion for that purpose ("Remote Access Software"). Client agrees to provide Marco with: a) access to Client Equipment; b) Client Information and Access (defined below); and c) any other items Marco reasonably requests for the installation of the Remote Access Software and for Marco's remote provision of Support Desk Services to Client.
9. **Additional Remote or On-site Services.** Client may purchase additional Support Desk Service(s) at Marco's then current rates. Any such additional purchases shall be governed by and subject to the Agreement and this SOW and shall be made by a Change Order or separate agreement in Marco's sole discretion.
10. **Rapid Resolution Response.** Marco will use commercially reasonable efforts to provide a live-call response to all Marco Support Desk Service requests. If Marco does not respond to a live-call, Client may leave a voice or email message. Marco Support Desk Service requests shall contain a detailed description of the problem, the nature of any failure, any error/alert or other messages, tasks that were being performed prior to the problem, the name and version of software being used and the desired end result.
11. **Service Level Targets and Priority Standards.** Marco will provide Support Desk Service in accordance with its Service Level Targets and priority standards in effect at the time of Client's Support Desk Service request, which are subject to change in Marco's sole discretion. Current targets and priority standards are attached as Schedule A (included below) and are incorporated herein by reference. Marco will use commercially reasonable efforts to meet its Support Desk Service Level Targets and Priority Standards, but it cannot guarantee that the targets and standards will be met in every instance. In addition, the nature of certain Emergency and other Incidents will not allow strict compliance with these targets and standards.

- 12. Support Desk Downtime.** Support Desk Services will be interrupted by times of scheduled and unscheduled maintenance and repair of Marco Systems (“Downtime”). Marco will use commercially reasonable efforts to minimize such Downtime.

## **MICROSOFT UPDATES**

As part of the Services, Marco will apply Microsoft patches using Marco’s fixed scheduled, automated patch management process for critical and security operating systems updates as defined by Microsoft.

## **NETWORK MANAGEMENT**

As part of the Services, Marco will monitor and provide maintenance for Client owned servers, switches, routers and firewall equipment (“Network Equipment”) in order to assist Client in ensuring the availability and proper performance of its network (“Network Management”). Such Network Management shall consist of monitoring and addressing or making recommendations about (in Marco’s sole discretion) issues Marco identifies in Network Equipment uptime reports, event logs, backup procedures, drive space, antivirus reports, errors/alerts, switch and firewall configuration status and hardware failure/warning lights. Client agrees that Marco may install software and/or equipment to assist in performing the Network Management. Marco will provide Network Management maintenance for predetermined items during a **monthly** visit to the Designated Site.

## **PLANNING, IMPLEMENTATION AND CHANGES**

- 1. Project Contacts.** The Parties shall each designate a project manager who has full authority to administer this SOW. Client shall also designate a primary and secondary IT administrator who shall be competent to, and shall have full authority to, dictate Client’s network policy and make all technical decisions for Client concerning the provision and use of the Products. One of Client’s IT Administrators may also serve as its project manager if Client so designates. Client represents and warrants that its project manager and IT administrator (collectively, “Contacts”) have full authority to bind Client, and that Marco may rely on the Contacts, and their decisions, instructions and directions in carrying out the Agreement and this SOW.
- 2. Network Discovery.** Following the Effective Date of the Agreement, Marco will conduct a discovery of certain of Client’s current equipment, operating systems, software and network environment to gather the information Marco needs to carry out this SOW (“Network Discovery”). Marco will review its Network Discovery with Client. Client shall confirm the accuracy of the Network Discovery and provide Marco with any clarification and other information about the Network Discovery, Client Equipment, Client’s environment and any other information necessary for the efficient and effective provision and use of the Products. Client shall pay the implementation fee set forth in the Price Schedule (Schedule B) for the Network Discovery.
- 3. Client Information and Access.** To facilitate a Network Discovery and the efficient and effective provision and use of the Products, Client agrees to provide to Marco copies of, access to, and permission to collect, maintain, process, use and enter, as applicable:

- a) Client's Designated Site; Designated Equipment; Client Equipment; the Equipment; and other equipment, hardware or facilities of any other kind which Marco reasonably requests;
  - b) Client Contacts and other Representatives;
  - c) Client Access Information, which is defined as those rights, privileges and authorizations, Marco requires for it to carry out its obligations or exercise its rights under the Agreement and this SOW, both during and after Client's regular business hours, including but not limited to: administrative rights, passwords, security clearance and facilities entrance capabilities; and
  - d) Client's additional information, which Marco reasonably requests, including but not limited to: information about facilities, computers, network environment, servers, drives, switches, routers, hard drives, mobile devices, Third Party Applications, licenses (and their renewal), backup and protocol (including for emergencies), goods, equipment, etc. (collectively, "Client Information and Access").
4. **Remediation and Service Limitations.** If during the Network Discovery, or at any other time during the SOW, Marco determines that upgrading, replacement or other remediation by Client will be required in order for Marco to efficiently and effectively provide and Client and its Representatives to use the Products, Marco will either: a) work with Client to create a plan to address the remediation ("Remediation Plan(s)"); or b) designate certain limitations and exclusions from the Services ("Service Limitations") on a Schedule C, which are incorporated herein by reference. Changes to this SOW resulting from a Remediation Plan or the Service Limitations will be made by a Change Order and/or separate agreement in Marco's sole discretion. If Client fails to implement the Remediation Plan, and/or Marco determines in its sole discretion that the Service Limitations would prohibit Marco from efficiently and effectively providing the Products, Marco may terminate the Agreement and this SOW without liability. If Marco terminates on the above basis, Client shall pay all fees incurred to the date of such termination.
5. **Planning and Schedule.** Client shall work with Marco to plan for and schedule dates and times for all steps leading to implementation of the Products, including but not limited to: the Network Discovery, the provision of any Client Information and Access, any Existing Provider Cutover (as defined below) and Service "Go Live" dates.
6. **Cutover from Existing Provider.** To the extent the Services, Equipment or Software will be replacing existing services, equipment and software of another provider, Marco will assist Client with the transition to the Services, Equipment and Software by providing service continuation guidelines and an expected date when the transition will happen ("Existing Provider Cutover"). Client acknowledges and agrees that factors relating to Client's existing provider, which are not in the reasonable control of Marco, may limit the effectiveness of the Existing Provider Cutover. Client agrees that Marco shall have no liability to Client or any Third Party arising out of such factors.
7. **Go Live.** Marco will notify Client when it has activated the Services. At this time, Marco will host a welcome call and provide Client with information needed for Designated Users to access Marco Support Desk Services.
8. **Discovery Scope.** The Network Discovery, Remediation Plan and Service Limitations are not to be considered a comprehensive analysis, but rather are the limited discovery of Client's network

environment for purposes of Marco's efficient and effective provision of the Products. Client represents and warrants that it and its Representatives shall not rely on nor allow any Third Party to rely on such assessment for any other purpose whatsoever.

- 9. Equipment and Site Prerequisites.** The Equipment is identified on Schedule B. Client shall keep the Equipment in good working order. Prior to Marco's installation of any Equipment and thereafter, as required for Marco's effective and efficient provision of the Products, Client shall:
- a) Specify the location for any installation;
  - b) Prepare the installation site in accordance with Marco's installation instructions and applicable environmental, health and safety regulations;
  - c) Provide adequate: space for the equipment, network or communication cable as required by Marco; light, separate AC power sources, ventilation and other equipment or items necessary for the efficient and effective installation, operation and use of the Products; and
  - d) Take such other action as is necessary or reasonably requested by Marco to prepare and maintain the site and environment for the effective and efficient provision of the products.
- 10. Team Effort.** Client agrees to actively assist and cooperate with Marco to perform its obligations and exercise its rights under the Agreement and this SOW, including, but not limited to: actively participating in the planning, scheduling, information gathering, monitoring, maintaining, managing, providing feedback, considering recommendations (including as to single point failures) and implementing remediation or changes for the effective and efficient provision and use of the Products. Client acknowledges and agrees that: (a) its failure to timely provide such assistance and cooperation and perform any of its obligations under this SOW; b) the necessity of a Change Order, separate agreement, Remediation Plan, Service Limitations, or Client's request for enhanced, additional or different services, equipment, software or other things; c) the Existing Provider Cutover; d) limitations or barriers to the Client Information and Access; d) or factors in the reasonable control of Client, but not of Marco, may result in the delay, reduction or failure of the effective and efficient provision and use of the Products (collectively, "Limitations"). Client agrees that it will be solely responsible for and will defend, indemnify and hold harmless Marco and its Representatives for any Claims, Losses, or other liability or consequences whatsoever arising out of or relating to such Limitations.
- 11. Software Licenses and Other Agreements.** Client shall enter into, maintain, comply with and be bound by such licenses, agreements or other prerequisites of Third Party software publishers vendors or equipment manufacturers Marco reasonably requests to efficiently and effectively provide the Products (collectively, "Licenses").
- 12. Removal of Client's existing antivirus software.** The removal of the Client's existing antivirus software shall be Client's responsibility. Client shall coordinate such removal with Marco's installation of antivirus software. Client may request support for removal its existing antivirus software which, if provided, shall be billed on a time and materiel basis at Marco's then current prices. If Client's network is housed within a domain, then Marco's installation of antivirus software and Remote Access Software shall be included as part of the Price. If Client's current network is structured as a work group, installation of antivirus software and Remote Access Software shall be billed on a time and material basis at Marco's then current prices.
- 13. Client Equipment.** In the course of this SOW, certain parts, materials, equipment, computers, software, operating systems, switches, routers, drives, firewalls, databases, backup systems, networks, internet

connectivity, information and other items owned by Client, or provided by a Third Party to Client, will be used or required for the effective and efficient provision or use of the Products ("Client Equipment"). Client agrees to maintain Client Equipment in good working order and repair, and in compliance, with applicable law and industry standards for the effective and efficient provision and use of the Products. If the Parties agree that certain Client Equipment will be removed in order for Marco to provide, and Client to use, the Products in an effective and efficient manner, Client shall not reinstall or redeploy such items.

- 14. Repair.** At the request of Client, Marco may in its sole discretion, attempt to repair Defects in the Equipment or other equipment of Client, which meets Minimum Specifications ("Repairs"). Updates to firmware on Client Equipment are not included. After obtaining Client's consent, Marco shall have the option to remove the Equipment or other equipment of Client to the Marco service depot to make such Repairs.
- 15. Incidental Services and Equipment.** Client may request that Marco perform services or provide goods outside the scope of this SOW or not meeting the Minimum Specifications ("Incidentals"). Marco may provide the Incidentals in its sole discretion. Such Incidentals are not part of the Price. Client shall pay Marco's then current prices for Incidentals, including but not limited to: time, materials and labor, which shall be charged at a minimum of fifteen (15) minutes for each request. Marco shall respond to each Incidental requested on a onetime occasion limited to thirty (30) minutes. Marco provides any Incidentals "AS IS," in accordance with the Agreement AND WITHOUT EXPRESS OR IMPLIED SERVICE WARRANTY OF ANY KIND as a courtesy to Client. Client's purchase and Marco's provision of any Incidentals is subject to all of the Client obligations, but none of its rights, and all of the Marco rights, but none of its obligations, under the Agreement and this SOW.
- 16. Suspension of Products or Credit.** Marco may suspend, terminate, repossess or otherwise deny Client and any of its Representatives access to or use of the Products (collectively, "Suspension") and suspend or terminate Client's credit ("Credit Hold") if: a) it is required by law to do so; or b) if Client materially breaches the Agreement or this SOW. Client's failure to timely pay shall be a material breach. Upon Suspension, Client shall immediately cease, and cause its Representatives to cease, access and use of the Products, until further notice from Marco. Any Suspension or Credit Hold shall not terminate the Agreement or this SOW, nor relieve Client from its payment obligations, which shall continue during any Suspension or Credit Hold.
- 17. Marco not Internet Services Provider.** Marco is not an Internet Services Provider (ISP). At times, actions or inactions of Third Parties can impair or disrupt Client's connections to the Internet (or portions thereof). Marco cannot guarantee that such events will not occur. Accordingly, MARCO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- 18. Client Content.** Client acknowledges that Marco exercises no control whatsoever over the content of the information passing through Client's sites and that it is the sole responsibility of Client to ensure that the information it and its Representatives, or any Third Party transmit(s) and receive(s), is for legitimate business purposes and complies with all applicable laws and regulations.
- 19. Changes and Enhanced Services.** The Products delineated herein are ALL the services, goods, and software Marco is providing and Client is purchasing under this SOW. Marco reserves the right in its sole discretion to make changes to the Products and Marco Property to maintain or enhance the quality, delivery, efficiency, effectiveness or performance thereof to its clients. Either Party may request changes to its rights or obligations under this SOW by providing the other a writing detailing the requested change through its

project manager. The Party receiving the request shall respond in a writing either denying the request or detailing the terms and conditions which apply to the requested change. Any new/different equipment, software, etc. added to Client's system will NOT be covered under this Agreement or any SOW unless, and until, approved by Marco in a Change Order or other agreement in Marco's sole discretion.

Except as expressly stated otherwise herein or in the Agreement, no order, statement, conduct of either Party, nor course of dealing, usage, or trade practice shall be treated as a change to the obligations or rights of either Party hereunder or in the Agreement, unless agreed in a writing by both Parties. The Parties' agreement to change this SOW shall be set forth in the Change Order attached to this SOW as Schedule C which is incorporated herein by reference. Marco reserves the right in its sole discretion to require a separate agreement for any changes, additions, or enhancements to the Products.

## ACCEPTANCE AND NOTICE TO PROCEED

Client's execution and return of this Statement of Work (SOW), which Client represents and warrants, is made by the duly authorized officer or representative below, in person or the by fax, email or mail information below shall constitute Client's acceptance of this SOW, and notice to Marco, to proceed with this SOW.

**Signed SOW** ("ACCEPTANCE SIGNATURES:" section) may be FAXED to 320.259.3087, 651.636.2855 or 800.847.3087; EMAILED to [projectmanagers@marconet.com](mailto:projectmanagers@marconet.com); or MAILED to:

Megan Stoner  
Project Management Office  
Marco  
4510 Heatherwood Rd  
St. Cloud, MN 56301

### Acceptance Signatures (pre-authorization of project scope and services)

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\_\_\_\_\_  
Bobbie Vickerman  
Fillmore County

\_\_\_\_\_  
Date



\_\_\_\_\_  
Bill L. Cutshall  
Marco Technology Advisor

\_\_\_\_\_  
8/11/2016

\_\_\_\_\_  
Date



\_\_\_\_\_  
Sue Swanson  
Marco Managed Services Practice Group Manager

\_\_\_\_\_  
8/11/2016

\_\_\_\_\_  
Date

## SCHEDULE A - SERVICE LEVEL TARGETS AND PRIORITY STANDARDS

Marco will provide support desk services in accordance with its service level targets and priority standards in effect at the time of Client's support desk service request, which are subject to change at Marco's sole discretion. Current support desk service level targets and priority standards are set forth below.

### PRIORITY 1: EMERGENCY RESPONSE

Provided for system outages that affect the entire organization or prevent Client from conducting essential business tasks such as effectively serving its customers.

- **Response Time:** 7 Minutes
- **Resolution Plan Time:** 30 Minutes
- **Resolution Time:** 4 Hours

### PRIORITY 2: QUICK RESPONSE

Provided for outage issues that prevent a department or group from performing essential tasks, time sensitive systems failure resolutions, and issues preventing employee(s) from overall productivity.

- **Response Time:** 7 Minutes
- **Resolution Plan Time:** 1 Hour
- **Resolution Time:** 6 Hours

### PRIORITY 3: NORMAL RESPONSE

Provided for standard requests, which are not time sensitive and do not prevent overall productivity of employees or which request, such as Microsoft® "How To" Support.

- **Response Time:** 10 Minutes
- **Resolution Plan Time:** 4 Hours
- **Response Time:** 8 Hours

Marco will use commercially reasonable efforts to meet its Service Level Targets and Priority Standards, but it cannot guarantee that the targets and standards will be met in every instance. In addition, the nature of certain Emergency Responses and other Incidents will not allow strict compliance with these targets and standards.

**Response Time** - the time in which Marco targets to acknowledge requests, assign tickets and determine their priority.

**Resolution Plan Time** - the time in which Marco targets to begin making plans to resolve the request.

**Resolution Time** - the time in which Marco targets to resolve the request.

*Expedition.* Client may request a deviance from these targets and standards, which may be granted, and/or be subject to a Change Order or another agreement, in Marco's sole discretion.