



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

FEBRUARY 20, 2018

PAGE 1 OF 3

The meeting was held in the County Board Room, Government Center, Little Falls MN, and was called to order at 9:00a.m. by Chairman Jelinski.

Members present: Commissioners Randy Winscher, Jeff Jelinski, Mike LeMieur, and Mike Wilson.

Staff present: Tabitha Maher, Amy Kowalzek, Kari O'Leary, Jason MacDonald, Shawn Larsen, Katie Knettel, Melanie Erickson, Steve Backowski, Emily Wilmes, Galen Gruber.

Others present: Mark Slupe, Tyler Jensen, Carol Meyer.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve the Morrison County Board of Commissioner Minutes for February 6, 2018.

AGENDA CHANGES

A motion was made by Commissioner Winscher, seconded by Commissioner LeMieur and carried unanimously to adopt the agenda as presented.

SHERIFFS REPORT

Shawn Larsen, Sheriff, presented the Monthly Sheriff's Report for January 2018.

SOCIAL SERVICES REPORT

Melanie Erickson, Social Services Supervisor, Katie Knettel, Social Worker, and Kari O'Leary, Assistant County Attorney, provided a report on child protection and out of home placements in Morrison County.

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve the contract between Morrison County Social Services and Divine House for basic living skill services. This adds another provider option for services already provided and currently in the budget.

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve Fuel Card Purchase Policy. This will allow reduced trips to gas station by staff and less credit card purchases, as staff are currently making 2- 4 trips to purchase cards and this will reduce staff time by having them available in the office. Money is currently being spent and is budgeted.

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to approve replacing an eligibility staff member who is retiring.

EXTENSION REPORT

Emily Wilmes, Extension Educator, presented to the County Board office activities for the Month of January 2018 and information on upcoming programs.



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

FEBRUARY 20, 2018

PAGE 2 OF 3

LAND SERVICES REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to consider the Resolution#2018-017 Rezone of multiple parcels of land from Shoreland Residential to Shoreland Commercial for the purpose of compliance with the Zoning Ordinance and for future development of the camp, per recommendation from the Morrison County Planning Commission on January 22, 2018.

AUDITOR/TREASURER REPORT

A motion was made by Commissioner LeMieur, seconded by Commissioner Wilson and carried unanimously to approve the MN Fishing Museum to hold 2 fundraising events at the Falls Ballroom on March 3 and April 20, 2018 that includes pull-tabs and a raffle on each day.

The January 2018 Cash Report was presented to the County Board.

WARRANTS

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for February 20, 2018 be approved for payment:

| | | |
|---------------------|----|-------------|
| REVENUE | \$ | 259, 115.05 |
| PUBLIC WORKS | \$ | 353, 147.77 |
| SOCIAL SERVICE | \$ | 185, 788.39 |
| SOLID WASTE | \$ | 12, 576.95 |
| | | |
| PARKS FUND | \$ | 1,935.00 |
| | | |
| BUILDING FUND | \$ | 7,404.12 |
| | | |
| LOCAL COLLABORATIVE | \$ | 436.03 |
| | | |
| TOTAL | \$ | 820, 403.31 |
| | | |
| MEALS | \$ | 353.91 |
| CREDIT CARDS | \$ | 15, 734.07 |

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously on a roll call vote with all Commissioners voting 'aye'.



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

FEBRUARY 20, 2018

PAGE 3 OF 3

PUBLIC WORKS REPORT

A motion was made by Commissioner Wilson, seconded by Commissioner LeMieur and carried unanimously to approve the payment of the 2018 Annual Town Road Allotments. This is a pass through from MnDOT in the amount of \$625,757.00.

A motion was made by Commissioner Winscher, seconded by Commissioner Wilson and carried unanimously to approve the Resolution#2018-018 and sign the Cooperative Agreement between the State of Minnesota and Morrison County for the Camp Ripley Veterans State Trail.

COUNTY BOARD REPORTS AND SCHEDULE

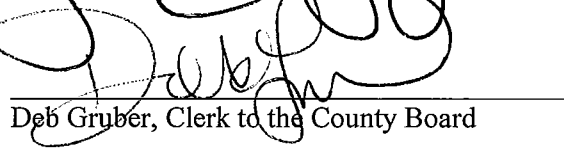
Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADMINISTRATION

A motion was made by Commissioner Wilson, seconded by Commissioner Winscher and carried unanimously to adjourn the meeting at 10:25a.m.



Jeffery Jelinski, Chairman



Deb Gruber, Clerk to the County Board

DATE: 2/20/18

MORRISON COUNTY BOARD OF COMMISSIONERS
COUNTY BOARD MEETING

PLEASE SIGN IN

NAME

ADDRESS/REPRESENTING

Mark Slupe

GRTV Channel 180

Katie Knettel

MCSS

Kari O'Leary

Moco Attorney's ofc

Melvin Ecker

MCSS

Carol Meyer

L.F.

PURCHASE OF SERVICE AGREEMENT

The County of Morrison, through its Social Service Agency, 213 1st Avenue SE, Little Falls, MN 56435, hereafter referred to as the "County," and **Divine House, Inc.**, 322 SW 2nd St., Willmar, MN 56201, hereafter referred to as the "Provider", enter into this Agreement for the period from January 1, 2018 to December 31, 2018.

WITNESSETH

WHEREAS, the Provider is an approved vendor according to Minnesota Statutes, Section 256.0112 to provide services; and

WHEREAS, Minnesota Statutes, Sections 245.461 to 245.486 and 245.487 to 245.4887 establishes the Comprehensive Adult Mental Health Act and the Comprehensive Children's Mental Health Act; and

WHEREAS, the County is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

WHEREAS, the County, pursuant to MN Statutes, section 373.01, 373.02, and 256M.60, wishes to purchase such program services from the Provider; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the County and Provider agree as follows:

1. Purchase of Service:
 - a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and **as further detailed in Attachment A** to this Agreement, the County agrees to purchase and the Provider agrees to furnish the following services:

Basic Living/Social Skills and Community Intervention for persons who meet the criteria of severe and persistent mental illness

Purchased services will be provided at client homes or other approved community or office settings.

2. Attachments/Contract Documentation:
 - a. As part of its role to document compliance with contracting requirements, state and federal laws, rules and regulations, the Provider will be expected to provide the following items upon County request:

- Exhibit A: Program Narrative/Brochure, including description of services to be provided and eligibility criteria (when applicable)
- Exhibit B: Job Descriptions and Professional Qualifications of Personnel
- Exhibit C: Financial Data
- Exhibit D: Organization Status and Structure, Names and Addresses of directors, partners, and/or officers as applicable
- Exhibit E: Applicable Licenses
- Exhibit F: Participant's Appeal Process (Client Complaint Policy)

b. As a condition precedent to the execution of this Agreement, the Provider shall provide the following documents or information to the County.

- Exhibit G: Provider Fact Sheet
- Exhibit H: Affirmative Action Certificate or Exclusion Statement
- Excluded Provider Policy
- Insurance
- Bonding/Theft Coverage Form
- Other, as follows: _____

c. All documents and/or information provided pursuant to this Section shall be maintained in the Agreement supporting documentation file.

3. Cost and Delivery of Purchased Services:

- a. The total amount to be paid for such Purchased Services shall not exceed amount listed in **Attachment A**. The unit cost for providing the services to reimbursement eligible clients is found in **Attachment A**.
- b. The Provider certifies that the services to be provided under this Agreement are not otherwise available without cost to eligible clients. The Provider further certifies that payment claims for Purchased Services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Provider further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- c. The Provider shall, when applicable, make every effort to collect fees from clients deemed able to pay (partial or full) and further will submit claims for all types of eligible insurance reimbursements (M.A., Private, Group, etc.). It is understood and agreed that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the Morrison County Board of Commissioners and approved by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes 256M.60, Subd. 6.
- d. The Provider shall not charge any program or service fee to social service eligible clients except in accordance with paragraph c above. If the

collection of social service fees is delegated to the Provider, the Provider shall provide the County with information about fees collected and the fee source.

4. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency Adult Mental Health CSP grant requirements.

The parties understand and agree that the County must determine preliminary and final client eligibility.

The parties understand and agree that when the Provider has been delegated to make the preliminary determination of the client's eligibility for Purchased Services, the Provider must complete and send to the County, within five working days of the date of application, an Application for Social Services. The County will, within five calendar days of the receipt of the application, certify in writing to the Provider the recipient's eligibility for purchased social services, and prescribe the amount, disposition, and method of collection of any fees for said purchased services.

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners in accordance with Minnesota Statutes, section 256M.06, subd. 6.
- b. The Provider must not charge any program or service fee to social services eligible clients except in accordance with a. above.
- c. When the County has determined that the client is no longer eligible to receive Purchased Services or that services are no longer needed or appropriate, the County must notify the Provider within 5 days of the determination. The County must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.
- d. The Provider must notify the County and the client in writing whenever the County proposes to discharge or terminate service(s) to a client. The notice must be sent at least 30 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Provider must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. The Provider must establish written procedures for discharging a client or terminating services to a client. The written procedure must include:

- 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client.

5. Individual Service Plan:

The parties understand and agree that all services provided to eligible recipients under the terms of this contract must be in accordance with the Individual Service Plan developed by the County with the individual client.

Performance of the Provider will be monitored in accordance with client outcomes, goals, and indicators as specified in the Individual Service Plan (ISP).

The County may delegate the development of Individual Service Plans to the Provider. If the responsibility is being delegated, the Agency must ensure the development of the ISPs.

6. Provider Qualifications and Training:

- a. The Provider is qualified to provide the purchased service(s) and if required, licensed to provide the purchased services.

7. Payment for Purchased Services:

- a. Certification of Expenditures: The Provider must within 15 working days following the last day of each calendar month, submit a standard invoice for social services purchased to the Morrison County Social Services Agency. The Invoice must show: (1) total program and administrative expenditures for the month; and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units and cost per unit, including administrative costs allocated to the provision of purchased services to eligible clients.
- b. Payment: The County must, within 30 days of the date of receipt of the Invoice, make payment to the Provider for all eligible clients identified on the invoice.

8. Standards and Licenses:

- a. The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs and staff for which the Provider in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, insurance coverage, background check requirements, and all other applicable laws, regulations, ordinances, rules and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Provider agrees to the following:

- 1) During the term of this Agreement, the Provider agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria, including insurance coverage, established by the County to assure quality service.
 - 2) Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
- b. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with clients served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under MN Statutes, Chapter 245A and MN Statutes, section 626.556. **Background studies must be completed and approved before staff can provide services with or without supervision.**
- c. The Provider shall supply copies of such licenses, certifications or registrations to the County upon request by the County.
- d. The Provider agrees to inform the County, in writing, of the following related to it or its employees immediately upon:
- 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a governmental agency of fraud or criminal wrongdoing
 - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in federal exclusion.
- e. In the event that licensure or certification of any employee of the Provider requiring licensure, certifications, or registrations is suspended, revoked, or terminated, or expires, said employee shall cease the provision of services under this Agreement immediately.
- f. Provider shall ensure that all services delivered by staff are within their scope of licensure and practice. Provider shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. Provider shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- g. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall venue in the State of Minnesota.

9. Audit and Record Disclosures:

- a. The Provider agrees to maintain, and upon request, furnish the County with all program and financial information including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services. The Provider shall maintain a bookkeeping system which sufficiently and properly documents all revenue received from the County and all direct and indirect costs incurred in the performance of this Agreement.
- b. The Provider agrees to maintain all records pertaining to this Agreement at Divine House, Inc., 322 SW 2nd St., Willmar, MN 56201 for ten (10) years for audit purposes in accordance with Minn. Stat. 16C.05, subdivision 5. All books, documents and accounting procedures and practices of the Provider that are relevant to this Agreement are subject to examination by the County, MNDHS, the US Dept. of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of ten (10) years. The Provider shall promptly notify the County in accordance with Section 10 of any changes in the location where its records related to this Agreement are stored or maintained. The ten (10) year record retention requirement shall survive the termination of this Agreement.
- c. Provider shall provide the County with reports as the County may from time to time reasonably require, including, but not limited to the following:
- Monthly progress report relative to ISP & IPP.
 - Monthly report of program participants.
 - Annual assessment of Individual's strengths and needs.
 - Client reports identified in ISP.
 - Quarterly Monthly line item expense and revenue reports within thirty (30) days after the end of each quarter/month unless otherwise indicated in writing by the County.
 - Revenue and Expense Statement and Balance Sheet on an annual basis
 - Annual certified audit and the audit's management letter within one hundred twenty (120) days of the end of any of Provider's fiscal year(s) which covers all or a portion of the Contract term.
 - Provider shall comply with the audit standards as set forth in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management Budget Circular No. A-128, A-110, or A-133, as applicable.
 - As indicated in Attachment A**, Provider shall cooperate with County's efforts related to the development of outcomes measures and indicators or other evaluation or Quality Improvement (QI) initiatives.

(Other)

- d. The Provider shall request client consent for the release of information to be used for billing and individual record audit purposes. The Provider shall document the request in the client's record. If the Provider is unable to obtain consent for the release of private data, the Provider shall report client's activities to the County by way of non-identifying case numbers which must remain constant over the term of the Agreement.
- e. Upon request by the County, Provider shall provide the County with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by the County to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.
- f. Provider shall notify the County within five (5) days of any changes in location, ownership, organizational structure, board of director membership, chief operating officers, or other key staff identified by the County to be integral to the performance of this Agreement.
- g. The County reserves the right to withhold payments under this Agreement pending the timely receipt of any information required in this Section 9.
- h. The County's procedures for monitoring and evaluating the Provider's performance under this contract may include, but are not limited to, on-site visits to the Provider's premise(s) or job site(s), review of client files, review of Provider's financial, statistical, and program records, a review of reports and data supplied by the Provider at the County's request. In order to assist the County in its obligation to evaluate and monitor Provider's performance, Provider shall allow authorized personnel of the County access to the Provider's premises or the job site and records.
- i. Where applicable, the Provider shall comply with all policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons receiving services under this Agreement.
- j. If the County discovers any practice, procedure, or policy of the Provider which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of the service, the County may require corrective action, withhold payment in whole or in part, suspend referrals, or terminate this Agreement immediately. If the County notifies Provider that corrective action is required, Provider shall promptly initiate and correct any

and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless the County notifies the Provider that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

10. Notices

All notices, certificates or other communications shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

a. The County: Charitie Herbst
Regional County Contract Coordinator
National Joint Powers Alliance
202 12th St. NE, P.O. Box 219
Staples, MN 56479
charitie.herbst@njpacoop.org

b. The Provider: Divine House, Inc.
322 SW 2nd St.
Willmar, MN 56201

11. Reports of Death, Injury, Damage, or Abuse

a. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Provider shall immediately give notice in accordance with Section 10. In addition, Provider shall promptly submit to County, a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of the Provider's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved in the incident; and (5) a detailed description of the incident.

b. Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

c. All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557.

12. Safeguard of Client Information:

a. The County and the Provider must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. § 13.08

apply to the release of the data referred to in this clause by either the Provider or the County.

- b. If the Provider receives a request to release the data referred to in this Section, the Provider must immediately notify the County. The County will give the Provider instructions concerning the release of the data to the requesting party before the data is released.
- c. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Morrison County's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
- d. The individual employed by the Provider who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be _____.
- e. The Provider agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.
- f. To the extent that Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), **on behalf of** Morrison County Social Services including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, provider/contractor is a business associate of Morrison County Social Services for purposes of the Health Insurance Portability and Accountability Act of 1996. Provider agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA"), and has executed an addendum to this Agreement for purposes of compliance with HIPAA, which addendum is incorporated herein by this reference.

13. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

- a. The Provider agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title

IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363A.01 et seq.

- b. It is Morrison County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

14. Conflict of Interest:

Provider agrees that it will neither contract for nor accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

15. Contract Disputes:

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and agreement by the Director of Morrison County Social Services and Charitie Herbst, the Regional County Contract Coordinator. A written copy of the determination will be provided to the Provider and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Provider furnishes to Morrison County Social Services a written appeal. The decision of Morrison County for the determination of such appeals, shall be through the Director of Morrison County Social Services and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Provider shall proceed diligently with the performance of the Agreement.
- b. This disputes clause does not preclude consideration of questions of law.

16. Fair Hearing and Grievance Procedures:

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

17. Indemnification:

a. The Provider does hereby agree that it will defend, indemnify, and hold harmless, the Department and the County against any and all liability, loss, damages, costs and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- 1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- 2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

b. This indemnity provision shall survive the termination or expiration of this Agreement. The County does not intend to waive any immunity it may have by statute or common law.

18. Insurance and Bonding:

a. In order to protect itself and the County under the indemnity provisions set forth above, Provider shall, at the Provider's expense, procure and maintain the following insurance coverage at all times during the term of the Agreement:

- A general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or damages arising from any one incident. The County must be named an additional insured and shall be sent a certificate of insurance on an annual basis.
- Worker's compensation insurance per Minnesota Statute, section 176.181.
- Professional liability insurance policy for licensed professionals with a minimum aggregate amount of \$1,000,000.

- Fidelity Bond or insurance coverage for theft/dishonesty that covers theft of a client's funds or belongings with a minimum amount of \$15,000; when the provider and/or provider employees handle clients' funds or have direct access to clients' belongings.
 - b. By signing this Agreement, and the Bonding/Theft Coverage Form (Exhibit H), the Provider certifies that they are in compliance with this Section.
 - c. The Provider at all times is solely responsible to maintain in force the insurance coverage required under this Agreement and shall provide, without demand by County, annual certificates and/or pertinent documentation regarding insurance renewal or termination to Charitie Herbst, Regional County Contract Coordinator, National Joint Powers Alliance, 202 12th St. N., P.O. Box 219, Staples, MN or via e-mail to charitie.herbst@njpacoop.org. If the certificate is not received by the expiration date, County shall notify Provider and Provider shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.
 - d. Morrison County or Charitie Herbst, the Regional County Contract Coordinator reserves the right to request and obtain all insurance information pertinent to this Agreement, directly from the Provider's insurance agent(s).
 - e. Failure by the Provider to maintain insurance coverage as set forth in this Section 18 is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.
19. Contractor Debarment, Suspension, and Responsibility Certification
Federal Regulation 45 CFR 92.35 prohibits Morrison County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Morrison County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Agreement, and the Excluded Provider Policy Certification Form (Exhibit H), the Provider certifies that they are in compliance with these regulations.
20. Conditions of the Parties' Obligations:
- a. Before the termination date specified in the first paragraph of this Agreement, Morrison County may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Agreement.

- b. The County will only reimburse for services specified in this Agreement. Amendments to the contract must be signed by both parties and prepared according to Section 23 of this Agreement.
- c. No claim for services furnished by the Provider not specifically provided in the agreement will be allowed by the County, nor must the Provider do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval must be considered a modification of the agreement.
- d. If there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- e. If there should be any change in mode of delivery of service, type of client being served or change in policy regarding services being purchased, Charitie Herbst, Regional County Contract Coordinator, National Joint Powers Alliance, 202 12th St. N., P.O. Box 219, Staples, MN must be notified, in writing, prior to action taking place.
- f. In accordance with Minnesota Statutes, Section 245.466, subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this contract. The Provider specifically acknowledges and agrees that the MN Department of Human Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the agreement between the County and the Provider. The Provider specifically acknowledges that the County and the MN Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

21. Independent Contractor:

- a. Provider is to be and shall remain an independent contractor with respect to any and all work and/or services performed under this Agreement. It is agreed that nothing herein contained in this Agreement is intended or should be construed in any manner as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents, and representatives of the County.

- b. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The Provider and its personnel shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- c. Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

22. Subcontracting and Assignment:

- a. The Provider shall not enter into any subcontract for performance of this Agreement nor assign this Agreement without prior written approval of the County and then only subject to such conditions as the County may deem necessary.

23. Modification of Agreement:

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement.

24. Default:

- a. Force Majeure: Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of civil or military authority, acts of terrorism, delays or defaults caused by public carriers, or natural disasters which cannot reasonably be forecast or provided against.

- b. Inability to Perform: Provider shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the County. The Provider shall immediately notify the County, according to Section 10, whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed upon quality or quantity of Purchased Services. Upon such notification, Morrison County and Provider shall determine whether such inability will require a suspension of referrals and/or modification/cancellation of the Agreement.
- c. Changes in Policies or Staff: The County reserves the right to suspend or terminate this contract on ten (10) days written notice if the County, in its sole discretion, does not approve of significant proposed or actual changes in Provider's policies or staff.
- d. Default by Provider: Unless cured or excused by the Force Majeure provision in Section 24(a) or County default, each of the following shall constitute default on the part of the Provider:
- 1) Fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Provider is in such financial condition so as to endanger the performance of this Agreement;
 - 3) Makes material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Agreement;
 - 4) Persistently disregards laws, ordinances, rules, regulations or orders of any public authority, including the County;
 - 5) Failing to perform any other material provision of this Agreement.
- e. Default by County Unless cured or excused by the Force Majeure provision in Section 24(a) or Provider default, each of the following shall constitute default on the part of the County:
- 1) Making material misrepresentations either in the Agreement or Attachments or in any other material provision or condition relied upon in the making of this Agreement
 - 2) Failing to perform any other material provision of this Agreement.
- f. Written Notice of Default: Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which default, failure or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until a written Notice of Default is provided to the defaulting party, via certified mail, specifying the particular event, series of events or failure constituting the default and cure period.
- g. Cure Period: if the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional

time as may be authorized by the County, then the whole or any part of this Agreement may be terminated by Written Notice of Termination.

25. Termination:

- a. Termination without Cause: Either party may terminate this Agreement at any time without cause by providing thirty (30) days' advance written notice to the other party via certified mail. The notice shall state the effective date of the termination. Written notice of terminate by the Provider shall be addressed to Charitie Herbst, Regional County Contract Coordinator, National Joint Powers Alliance, 202 12th St. N., P.O. Box 219, Staples, MN.
- b. Termination with Cause: The County may suspend and/or terminate this Agreement for good cause immediately upon written notice to the Provider. "Good cause" includes, but is not limited to, failure of the Provider to perform a material requirement of the Agreement. "Good cause" shall also include Provider's failure to implement corrective action in a timely fashion pursuant to Section 24(g) of this Agreement.
- c. Reduction and/or Termination of Government Funding: Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, then the County may, by amendment, reduce funding or terminate the Agreement as appropriate. The County will notify the Provider as soon as it receives confirmation of reduction from the funding source(s). Furthermore, the County shall not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
- d. Written Notice of Termination: Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail and addressed to the party authorized to receive notice as specified in Section 10.
- e. Duties of Provider upon Termination: Upon delivery of the Notice of Termination, and where applicable, Provider shall:
 - 1) Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
 - 2) Immediately notify all clients of the Notice of Termination who are receiving services pursuant to this Agreement;
 - 3) Cancel all service agreements and subcontracts to the extent that they relate to the performances cancelled by the Notice of Termination;
 - 4) Complete performance of such terms that have not been cancelled by the Notice of Termination;
 - 5) Submit a final invoice for services provided prior to termination, within thirty (30) days of the date of termination.

- f. Duties of County upon Termination: Upon delivery of the Notice of Termination, and except as otherwise provided, County:
 - 1) Shall make final payment within thirty (30) days for any services satisfactorily provided up through the date of termination in accordance with the terms of the Agreement.
 - 2) Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

- g. Survival of Obligations after Termination: Upon Termination of this Agreement, County will no longer refer clients to the Provider under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1) Provider shall, pursuant to the Notice of Termination and/or upon written approval of the Director of Morrison County Social Services, continue services/care to clients receiving services/care from Provider until completion of services/care or continuation of services/care by another provider can be arranged by the County.
 - 2) County shall arrange for such transfer of services/care no later than thirty (30) days after Agreement termination if the clients' care is not by then completed.
 - 3) County, any payer, and Provider will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above.
 - 4) Provider will continue to remain obligated with respect to the confidentiality, auditing, client file maintenance, other requirement outlined in this Agreement, and transfer of the client's files to the County or the client's new provider of services.

26. Contract Rights, Remedies, and Waiver:

- a. The rights and remedies of the County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- b. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

27. Damages:

- a. Duty to Mitigate: Both parties shall use their best efforts to mitigate any damages which might be suffered by reason of any event giving rise to a remedy hereunder.

- b. Damages for Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this Agreement by the Provider, the County may withhold final payment due to Provider until such time as the exact amount of damages due is determined.

28. Merger:

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained in Sections 1-28, Attachment A, and Exhibits A - H. This Agreement supersedes all oral agreements and negotiations relating to this contract including any previous agreements pertinent to the services described in this contract. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

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IN WITNESS WHEREOF, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF MORRISON
STATE OF MINNESOTA

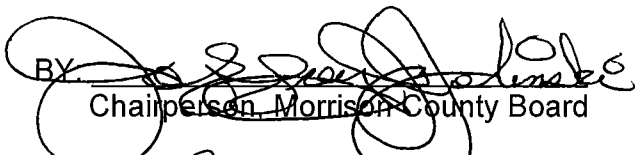
DIVINE HOUSE, INC.

BY: _____
Director, Morrison County
Social Services

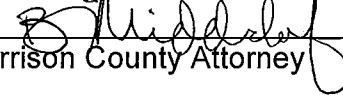
BY: _____
NAME

DATED: _____

DATED: _____

BY: 
Chairperson, Morrison County Board
DATED: 2-20-2018

APPROVED AS TO FORM AND EXECUTION:

BY: 
Morrison County Attorney

DATED: 2.22.18

**CAMP RIPLEY VETERANS STATE TRAIL
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND MORRISON COUNTY**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Morrison, Minnesota, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, sub. 28, to establish, develop, maintain and operate the Camp Ripley Veterans State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the County may authorize, as the road authority, the use of a portion of its road right-of-ways for trail purposes, and

WHEREAS, the County administers and maintains Morrison County State Aid Highway 52 (CSAH 52), extending between Lindberg State Park and Mill Park in the City of Little Falls, a public road located in Morrison County, as shown on the map, which is attached and incorporated into this agreement as **Exhibit A**; hereinafter referred to as the "CSAH 52"; and

WHEREAS, the State and County have determined that the development of the Camp Ripley Veterans State Trail (CRVST) in the right-of-way (ROW) of CSAH 52, extending between Lindberg State Park and Mill Park within the City of Little Falls, for the CRVST, hereinafter referred to as the "Trail", is of high priority; and

WHEREAS, the State, in consultation with the County, shall design and construct the Trail Corridor along the CSAH 52; and

WHEREAS, the State shall manage and administer the Trail when complete as a portion of the Camp Ripley Veterans State Trail as established; and

WHEREAS, upon completion the County shall maintain its ownership in CSAH 52 as shown in **Exhibit A**; and

WHEREAS, the State and the County desire to set out their respective obligations with respect to the Trail, and

WHEREAS, a resolution or copy of the County council/board meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall develop preliminary and final plans and specifications required for the development of the Trail along the CSAH 52 in the County. The Trail shall meet the applicable requirements of the Americans with Disabilities Act (ADA).
- b. The State shall permit the County to review and approve the preliminary and final plans and specifications for the Trail as proposed by the State prior to construction.

- c. The State shall permit the County to review and approve any alterations to the Trail as shown in the Plans during the term of the Agreement. Proposed alterations to the Trail shall meet the applicable requirements of the ADA.
- d. The State shall be permitted to review and approve any alterations to the Trail proposed by the County during the term of this agreement. Proposed alterations to the Trail shall meet the applicable requirements of the ADA.
- e. The State will encumber funds for construction of the Trail through the standard internal purchasing process including, but not limited to, a separate requisition request.
- f. The State shall provide funding assistance to the County for minor maintenance of the CSAH 52 resulting from the construction of the Trail through a separate agreement to be agreed upon at the time of construction.
- g. The State shall operate and maintain the Trail consistent with all local, state, and federal laws, regulations and rules that may apply to the management, operation and maintenance of the Trail.
- h. The State will provide and install the appropriate signage for the Trail. The State shall also provide all trail related informational signs for the Trail as determined by Department of Natural Resources policy.
- i. Upon completion of the Trail construction, the State shall have sole responsibility for the administration, operations and maintenance of all Trail associated improvements.
- j. The State and the County may develop separate annual maintenance agreements that provide funding assistance to the County for activities to be performed by the County and that have been mutually agreed upon by both the State and the County.
- k. Upon termination or expiration of the Agreement the State shall cooperate with the County on the restoration of the Trail corridor to a condition to be agreed upon mutually by the State and the County.

II. COUNTY DUTIES AND RESPONSIBILITIES

- a. The County shall permit the State to construct a segment of the Trail along the CSAH 52 in the County as shown in Exhibit A.
- b. The County will be permitted to review and approve the preliminary and final plans and specifications for the Trail as proposed by the State.
- c. The County shall provide written comments to the State's Designated Contact within 30 days of the County's receipt of the preliminary or final plans from the State.
- d. The County may at its discretion complete minor maintenance of CSAH 52 along the Trail Corridor, following completion of the construction of the Trail, to address issues that resulting directly from the construction of the Trail and have not been addressed by the State to the satisfaction of the County.
- e. The County and the State may develop separate annual maintenance agreements that provide funding assistance to the County for activities to be performed by the County and that have been mutually agreed upon by both the County and the State.
- f. The County shall permit the State to review and approve any alterations to the Trail proposed by the County during the term of the Agreement. Proposed alterations to the Trail shall meet requirements of the ADA.
- g. The County shall employ all reasonable efforts to preserve and retain the trail, trail surface and trail related amenities during the course of the administration, operation and maintenance of CSAH 52.

- h. The County shall cooperate with the State to identify and establish a revised trail alignment should the County determine that the administration, operations or maintenance of CSAH 52 require a revised Trail corridor.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(g)(h)(i)(k) above, however, the total obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State may provide funding assistance to the County under Article I (f)(j) above, through a separate maintenance agreements with the County that are to be agreed upon prior to the construction of the Trail or annually. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **February 15, 2018**, or the **State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* **February 15, 2043**, for a period of twenty five (25) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the County at any time with or without cause prior to the construction of the Trail upon thirty (30) days written notice to the State.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County

notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Trails and Waterways Division Area (3A) Supervisor
1035 South Benton Drive
Sauk Rapids, MN 56379

The County
County of Morrison
Director of Public Works
213 First Avenue Southeast
Little Falls, MN 56345

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

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF MORRISON

By: _____

By: _____

Title: Deputy Director, Parks and Trails Division

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF MORRISON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

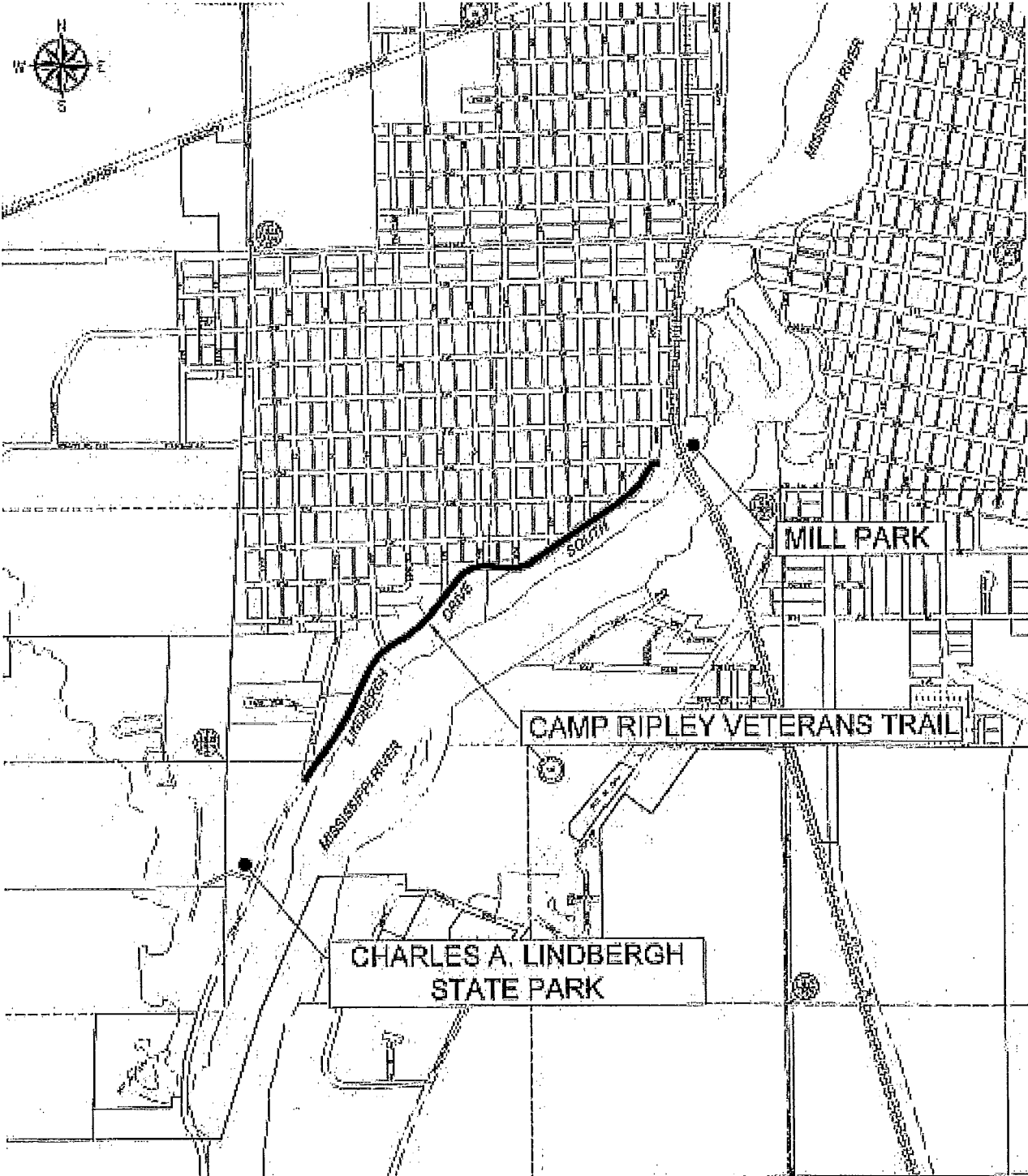
Signed: _____

Date: _____

Contract: _____

No purchase order

EXHIBIT A



RESOLUTION #2018- 018

**RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN THE STATE OF MINNESOTA AND MORRISON COUNTY**

WHEREAS, the Commissioner of the Minnesota Department of Natural Resources has the authority, duty and responsibility under Minnesota Statutes, Section 85.015, subd. 28 to establish, develop and maintain and operate the Camp Ripley Veterans State Trail; and

WHEREAS, the State of Minnesota ("State") and Morrison County ("County") are authorized to work cooperatively to authorize the establishment of a trail along a County Road, to be constructed and maintained by the State; and,

WHEREAS, the County administers and maintains Morrison County State Aid Highway 52 (CSAH 52), a public road located in Morrison County, as shown on the map, which is attached and incorporated into the agreement as Exhibit A ("CSAH 52"); and,

WHEREAS, the State and County have determined that providing a multi-use trail corridor in the right of way (ROW) of Morrison County (MC) State Aid Highway 52 (CSAH 52), extending between Lindberg State Park and Mill Park within the City of Little Falls ("Trail") for the Camp Ripley Veterans State Trail (CRVST) is of high priority; and,

WHEREAS, the State, in consultation with the County, shall design and construct the Trail corridor in the (ROW) of MC CSAH 52; and,

WHEREAS, the State shall manage and administer the Trail when complete, as a portion of the Camp Ripley Veterans State Trail; and,

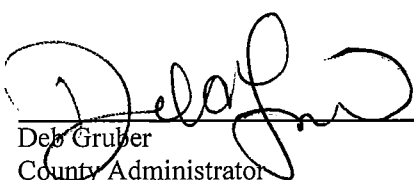
WHEREAS, the State has proposed a "Camp Ripley Veterans State Trail Cooperative Agreement Between the State of Minnesota and Morrison County" ("Cooperative Agreement") that sets out the obligations of the State and the County related to the Trail.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Commissioners approves entering into the Cooperative Agreement and authorizes the County Board Chairperson and the County Administrator to execute it on the County's behalf.

STATE OF MINNESOTA }
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 20 day of Feb, 2018 and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 20 day of Feb, 2018



Deb Gruber
County Administrator

| Commissioner | Yes | No | Abs | Mot | 2nd |
|--------------|-----|----|-----|-----|-----|
| Jelinski | X | | | | |
| Winscher | X | | | X | |
| Wilson | X | | | | X |
| LeMieur | X | | | | |
| | | | | | |