Tuesday, October 1, 2019
County Board Room, Upper Level of the Historic Courthouse

9:00 AM
1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVE THE AGENDA (ADDITIONS AND DELETIONS)
   •
   •

9:01 AM
4. CONSENT AGENDA
   4.1. Approve 9/17/19 County Board Meeting Minutes
   4.2. Review of Auditor’s Warrants
   4.3. Approve Payment to Counsel for Legal Services
   4.4. Approval of Mille Lacs County Agreement for Services with CliftonLarsonAllen
   4.5. Approve ISD #477 Foster Care Transportation Agreement

9:03 AM
5. REGULAR AGENDA
   5.1. Authorize Solicitation of Quotes for Residential Recycling Drop Site Contractors
   5.2. Consider Mille Lacs County’s Status in the MDL Class Action Opioid Lawsuit

9:15 AM
6. COMMITTEE REPORTS
   6.1

7. 9:30 AM
   ADJOURN

Work Session (Conference Room A):
(County Administrator Report as time allows)
   1. Environmental Resources Report – (Dillon Hayes, Environmental Resources Manager)
   2. Public Works Report – (Holly Wilson, Public Works Director)
   3. Land Services Report – (Michele McPherson, Land Services Director)
   4. Budget 2020 – (Pat Oman, County Administrator)
   5. Human Resources Report – (Karly Fetters, HR Manager)
Requested Meeting Date: 10/01/19
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:
Approve 09/17/19 County Board Meeting Minutes

Consent Agenda
☑ Approve/Deny Motion □ Information Only
□ Schedule Public Hearing*
*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: ______ minutes
□ Approve/Deny Motion □ Discussion Item
□ Direction Requested □ Hold Public Hearing*
□ Presentation of Information
*provide copy of hearing notice that was published

Submitted by: Pat Oman
Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title:
Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Approval of the 09/17/19 County Board meeting minutes is required.

Alternatives/Options/Comments:

Recommended Action/Motion:
Motion to approve the 09/17/19 County Board meeting minutes.

Financial Impact:
Is there a cost associated with this request? ☐ Yes ☐ No
What is the total cost, including tax and shipping? $________
Are funds available in the budget? ☐ Yes ☐ No If no, please explain:

Additional Information Attached:
☐ Contract/Agreement
Approved by County Attorney’s Office: ☐ Yes ☐ No If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled:
Chairman Tellinghuisen called the meeting to order at 9:02 a.m., with the following members present: Commissioners Reynolds, Wilhelm, Oslin, and Peterson. The Pledge of Allegiance was recited.

Cmsr Wilhelm motioned to accept the agenda; Cmsr Oslin seconded. Motion carried.

CONSENT AGENDA
A motion was made by Cmsr Peterson, seconded by Cmsr Reynolds, to approve the following consent agenda items:
- Approve 8/27/19 County Board Meeting Minutes;
- Approve 9/3/19 County Board Meeting Minutes;
- Review of Auditor’s Warrants;
- Approve Payment to Counsel for Legal Services;
- Approve Commissioners’ Mileage and Per Diems – September 2019;
- Accept Minnesota Department of Natural Resources Off Highway Vehicle Enforcement Grant;
- 2020/2021 Radiological Emergency Preparedness Grant Agreement;

Motion Carried.

APPROVE TOBACCO LICENSE: MILLE LACS SUPER STOP
County Auditor-Treasurer Paul Prokosch presented a request for a tobacco license for the Mille Lacs Super Stop located in Onamia, Minnesota. Cmsr Wilhelm motioned to approve the tobacco license for Mille Lacs Super Stop; Cmsr Oslin seconded. Motion carried.

PUBLIC HEARING: COUNTY DITCH 2 REPAIR HEARING
Environmental Resources Manager Dillon Hayes stated that this is a continuation of the previous County Ditch (CD) 2 Public Hearing that was initially held on August 27, 2019, in accordance with Minnesota Statute 103E.715. Hayes noted that an additional petition to clean out the full ditch has been received; a public hearing regarding that petition will occur at an upcoming Board meeting. Cmsr Oslin motioned to re-open the floor for public comment at 9:05 a.m.; Cmsr Reynolds seconded. Motion carried.

Al Anderson, owner of Anderson Excavating, stated that CD 2 is clogged for a quarter of a mile. Anderson stated that he is working with a landowner in an attempt to place drainage tile to help fields absorb the water. Anderson stated that cleaning the ditch will allow the water to flow correctly; Anderson noted that a foot of water has consistently sat in the ditch throughout the summer.

Hayes stated that CD 2 is lacking a defined channel; this issue has promoted water back up. Cmsr Tellinghuisen revisited the concerns previously brought up at the August 27, 2019 public hearing. Discussion occurred among the commissioners regarding obtaining quotes for the complete repair of CD 2. Cmsr Wilhelm motioned to close the public hearing at 9:20 a.m.; Cmsr Oslin seconded. Motion carried. Cmsr Wilhelm motioned to table the Public Hearing for County Ditch 2 until September 24, 2019 at 9:00 a.m.; Cmsr Oslin seconded. Motion carried.

PUBLIC HEARING: IMPASSABLE ROAD COMPLAINT
County Auditor-Treasurer Paul Prokosch stated that the Auditor-Treasurer’s Office had received an impassable road complaint; on August 27, 2019, the Board passed the motion to have a public hearing in accordance with Minnesota Statute 103E.715. Cmsr Oslin motioned to open the floor for public comment 9:23 a.m.; Cmsr Wilhelm seconded. Motion carried.

Sue Baxter, property owner, distributed photographs of 155th Avenue in Onamia to the commissioners. Baxter reviewed the history of the road and the current condition. Baxter noted that she had previously attended a Bradbury Township meeting. Baxter stated that she has concerns regarding emergency vehicles’ ability to access her property. Baxter stated that she has considered taking this road over as a personal/private road, but will not until the current situation is addressed. Baxter stated that the Bradbury Township meeting agenda for March 11, 2014, states that the road was disposed. However, Baxter stated that the road was not annexed, condemned, or abandoned, according to the Mille Lacs County Land Services Office.
Blake Johnson, Bradbury Township Supervisor, stated that the road was vacated by the previous owner. Johnson stated that the status of the vacated road was posted at the town hall for 30 days, as required by law. After that point, the road was considered a private driveway; the previous property owner was then instructed to alert any buyers of the situation. Johnson stated that DNR impact studies would need to be completed before any maintenance could be done to the road.

Dan Mott, Bradbury Township Supervisor, stated that the previous owner chose to vacate the road in 2014, in an attempt to make the road more private. Mott stated that emergency vehicles can travel the road with ease. Mott confirmed that no maintenance had been completed on the road since 2014. Cmsr Oslin motioned to close the public hearing at 9:53 a.m.; Cmsr Peterson seconded. Motion carried.

CONSIDER APPROVAL OF SMALL CITIES DEVELOPMENT PROGRAM APPLICATION FEE TO LAKES PINES CAC
Economic Development Manager Mike Wimmer presented the request for the Small Cities Development Program Application Fee to Lakes & Pines CAC. Wimmer stated that the $750 application fee submitted to Lakes & Pines CAC assists with the writing and submission of the Small Cities Grant. Cmsr Reynolds motioned to approve the Small Cities Development Program Application Fee to Lakes Pines CAC; Cmsr Oslin seconded. Motion carried.

APPROVE THE RESOLUTION TO REPURCHASE TAX FORFEITED PARCEL 15-009-0500
Land Specialist Nancy Eibes stated that the previous owner of a tax-forfeited parcel from the September 3, 2019 forfeiture list has submitted an application for the repurchase of the parcel. Eibes noted that the individual has provided a check for the full amount of the taxes, in addition to the deed fees. Cmsr Wilhelm motioned to approve Resolution 9-17-19-01 for the repurchase of tax-forfeited parcel 15-009-0500; Cmsr Oslin seconded. Motion carried.

APPROVE EXPENDITURE OF VICTIM GRANT FUNDS
Assistant County Attorney II Tim Kilgiff reviewed the current status of the Victim Grant Funds. Kilgiff noted that the previous grant money had been managed exceptionally well, with an excess in grant funds that will need to be used prior to receiving the upcoming grant. Kilgiff stated that as long as the grant funds are used for the Victim-Witness Coordinators, the funds may be dispersed. Kilgiff requested the purchase of two (2) Dell laptops, in addition to two (2) scanners for the Victim-Witness Coordinators. Cmsr Wilhelm motioned to approve the expenditure of Victim Grant Funds; Cmsr Peterson seconded. Motion carried.

COMMITTEE REPORTS
Cmsr Reynolds stated that the Northwood Trail ATV Ride event hosted by Aitkin County was a success, with approximately fifty (50) people attending the event. Cmsr Reynolds stated that the trail count monitors indicated that approximately one thousand, three hundred (1,300) people had used the Northwood Trails during May of 2019. Cmsr Reynolds stated that the trail is a good economic driver for Aitkin County.

Cmsr Oslin stated that the Association of Minnesota Counties (AMC) Conference in Alexandria, Minnesota was very informative. Cmsr Oslin discussed the emergency radio communications information he had obtained at the conference. Cmsr Oslin stated that the Tribal Relations Committee is a new committee that focuses on building and sharing experiences within government, rather than developing policies. Cmsr Oslin stated that the next Watershed Board Meeting is October 21, 2019.

Cmsr Tellinghuisen stated that he had attended the Minnesota Rural Counties (MRC) Meeting; the next MRC Meeting will be held in early October 2019.

County Administrator Pat Oman stated that the AMC Conference had discussed several interesting topics, including future legislation initiatives. Oman stated that adjusted property tax evaluations and their impact on counties were also discussed at the conference.

Assistant County Administrator Holly Wilson referenced the Transportation Committee’s discussion at the AMC Conference. Wilson stated that funding is always a popular topic in the Transportation Committee and was heavily discussed at the conference.
Environmental Resources Manager Dillon Hayes stated that he had also attended the AMC Conference. Hayes stated that the Environmental Resource Committee discussed concerns regarding wetlands, road banks, and the lack of available funding. Hayes noted that there is debate as to if these issues are considered an environmental issue or a transportation issue. Hayes noted that since funding is limited, oftentimes the county/township/city must pay to repair these issues independently. Hayes stated that discussion regarding the clean up of tax-forfeited properties also occurred at the event.

Cmsr Oslin motioned to adjourn the meeting at 10:22 a.m.; Cmsr Wilhelm seconded. Motion carried.

ATTEST:

__________________________  ____________________________
Pat Oman                    Roger Tellinghuisen
County Administrator        County Board Chairperson
Title of Item for Consideration: Review of Auditor's Warrants

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: ______ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Approve/Deny Motion</td>
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<td>□ Discussion Item</td>
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<td>□ Hold Public Hearing*</td>
</tr>
<tr>
<td></td>
<td>□ Presentation of Information</td>
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<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
</tbody>
</table>

Submitted by: Pat Oman                                Department: ASO

Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
The County Board has authorized the County Auditor-Treasurer and the County Administrator to approve claims for payment according to guidelines adopted by the Board. Claims paid in such a manner are summarized and presented to the Board for review.

Alternatives/Options/Comments:

Recommended Action/Motion:
Review of Auditor's Warrants

Financial Impact:
Is there a cost associated with this request? □ Yes □ No
What is the total cost, including tax and shipping? $ ______
Are funds available in the budget? □ Yes □ No If no, please explain:

Additional Information Attached:
□ Contract/Agreement
   Approved by County Attorney's Office: □ Yes □ No If no, please explain: ______________________
□ Minutes of Relevant Meeting(s)
□ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)
□ Approved □ Denied □ Tabled:
## Mille Lacs County

**Audit List for Board**

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8 Vendors 10 Transactions
### Mille Lacs County

**Audit List for Board AUDITOR'S VOUCHERS ENTRIES**

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Approved by,
**Requested Meeting Date:** 10/01/19  
*(Board meets the 1st and 3rd Tuesday of each month)*

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<td>□ Hold Public Hearing*</td>
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<tr>
<td></td>
<td>□ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
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| Submitted by: Pat Oman | Department: ASO |

Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator

**Summary of Issue** *(include previous Board or Committee actions and/or minutes, as well as applicable dates)*:

Authorize payment to Briggs and Morgan, Professional Association for legal services relating to the federal lawsuit, Court File No. 17-ev-5155 for County Attorney Joe Walsh in the amount of $94,407.33 for August 2019.

**Alternatives/Options/Comments:**

**Recommended Action/Motion:**

Approve payment to Briggs and Morgan, Professional Association for legal services.

**Financial Impact:**

Is there a cost associated with this request?  ✔ Yes  □ No  
What is the total cost, including tax and shipping?  $94,407.33  
Are funds available in the budget?  ✔ Yes  □ No  If no, please explain:

**Additional Information Attached:**

☑ Contract/Agreement

☑ Approved by County Attorney’s Office:  ✔ Yes  □ No  If no, please explain:

☐ Minutes of Relevant Meeting(s)

☐ Background Information (such as price quotes, etc.)

**Board action:** *(for use by Recording Secretary)*

☐ Approved  ☐ Denied  ☐ Tabled:
Requested Meeting Date: 10/01/19
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:
Approval of Mille Lacs County Agreement for Services with CliftonLarsonAllen

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: _____ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Approve/Deny Motion ☐ Information Only</td>
<td>☐ Approve/Deny Motion ☐ Discussion Item</td>
</tr>
<tr>
<td>☐ Schedule Public Hearing*</td>
<td>☐ Direction Requested ☐ Hold Public Hearing*</td>
</tr>
<tr>
<td>*provide sample notice that will run in paper</td>
<td>☐ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
</tbody>
</table>

Submitted by: Kay Nastrom

Department: Community Health Services - CVS

Who will attend the meeting and be able to respond to questions? Give name and title:
Beth Crook CVS Director

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
MLC Attorney’s Office prepared an Agreement For Services with CliftonLarsonAllen LLP for consulting services that will provide Mille Lacs County with our MN Statute and 2020 deliverable for the Community Health Improvement Plan (CHIP) requirement.

www.health.state.mn.us/communities/practice/assessplan/lph/community/chip.html

LPHG (Local Public Health Grant) from MDH will provide the funding for the costs.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approval of the agreement and MLC Board Chair to sign the agreement.

Financial Impact:
Is there a cost associated with this request? ☑ Yes ☐ No
What is the total cost, including tax and shipping? $5000-7500 approx
Are funds available in the budget? ☑ Yes ☐ No If no, please explain: LPHG (Local Public Health Grant)

Additional Information Attached:
☑ Contract/Agreement
☑ Approved by County Attorney’s Office: ☑ Yes ☐ No If no, please explain: ___________________________
☐ Minutes of Relevant Meeting(s)
☑ Background Information (such as price quotes, etc.)

See Agreement

Board action: (for use by Recording Secretary)
☑ Approved ☐ Denied ☐ Tabled: ___________________________
MILLE LACS COUNTY
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 1st day of October, 2019 (the “Effective Date”) by and between Mille Lacs County Community & Veteran’s Services, (“CVS”), 525 2nd Street SE, Milaca, Minnesota 56353, and CliftonLarsonAllen (the “Consultant”), 220 South Sixth Street, Suite 300, Minneapolis, MN 55402.

WHEREAS, CVS is in need of services in connection with its Community Health Improvement Plan (the “Project”); and

WHEREAS, the Consultant meets the needs of CVS and is willing to provide the services provided for in this Agreement; and

WHEREAS, the CVS wishes to purchase the services from the Consultant pursuant to the terms of this Agreement and the County Board approved this Agreement on October 1, 2019.

1. TERM.

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that all obligations have been fulfilled and all deliverables have been approved by CVS, which shall occur on or before December 31, 2019.

2. DUTIES OF THE CONSULTANT.

2.1 Nature of Duties. The Consultant shall perform all the work and services for the drafting of the Community Health Improvement Plan from the data provided by CVS. CLA shall provide all labor, work, proper documentation and other deliverables for the Project as set forth in the Consultant’s Scope of Services attached hereto as Exhibit A and incorporated into this Agreement by reference (the “Services”). The Consultant shall provide all work reasonably inferable from the Consultant’s Scope of Services. The Consultant shall confer with CVS’s Authorized Representative as often as is necessary in connection with the Services to be performed under this Agreement.

2.2 Personnel. All Services the Consultant is to perform shall be performed by competent and qualified personnel. Korey Boelte will serve as the Consultant’s primary engagement partner with Kurt Bennion leading the project on site. The Consultant shall not change this person without the prior, written approval of CVS’s Authorized Representative.
2.3 Project Timing. The Consultant shall not commenced Services on the Project until the Consultant has received from CVS's Authorized Representative written notice to proceed. All Services required by this Agreement shall be completed on or before December 31, 2019. The Consultant acknowledges that the time within which Services must be rendered is of primary importance to CVS and is of the essence to this Agreement. All Services and information to be performed or furnished under this Agreement shall be performed or furnished promptly.

2.4 Schedule Adjustments.

2.4.1 For delays encountered that are beyond the Consultant's control, and upon written request from the Consultant, CVS's Authorized Representative will negotiate an adjustment to the Project schedule set forth in this Agreement. Delays that are beyond the Consultant's control shall be "force majeure events" such as unusually severe weather, fire, floods and other acts of God, labor disputes and acts of war or terrorism. The Consultant shall use all reasonable efforts to minimize the duration and consequence of any delay resulting from a force majeure event and will give CVS prompt notice of such event.

2.4.2 The Consultant shall provide written notice to CVS's Authorized Representative if the Services required will not be completed as scheduled for any reason within five (5) business days' of the event giving rise to the delay. CVS's Authorized Representative will have the authority to adjust the schedule in writing, in the sole discretion of CVS's Authorized Representative.

2.5 Standard of Care and Liability for Services. In performing the Services under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota ("Standard of Care"). The Consultant will be responsible for any damages incurred as a result of its failure to comply with the Standard of Care or other failure to comply with the requirements of this Agreement, and for any loss, cost to repair, or remedy such non-compliance.

3. ITEMS PROVIDED BY CVS.

After authorizing the Consultant to begin Services and upon written request, CVS will furnish any data or materials in its possession relating to the Project that may be of use to the Consultant in performing the Services. The Consultant shall make an analysis of all data and information furnished by CVS. In accordance with the Standard of Care, if any data or information is found to be incorrect or incomplete by the Consultant, this fact shall be brought to the attention of CVS's Authorized Representative before the Consultant proceeds with any affected portion of the Project. All data or materials provided to the Consultant will remain the property of CVS and must promptly be returned to CVS upon expiration or termination of this Agreement or upon request.
4. **PAYMENT TO CONSULTANT.**

4.1 **Rates and Contract Maximum.** For Services satisfactorily completed in accordance with this Agreement, CVS shall pay the Consultant in accordance with the project amounts specified in **Exhibit B.** Compensation for Services performed by any sub-consultant will be for the actual costs to be paid by the Consultant for the Services of the sub-consultant. Notwithstanding any provision to the contrary, the total compensation payable to the Consultant for Services and Reimbursable Expenses under this Agreement shall not exceed $8,000.00 (the "Contract Maximum").

4.2 **Additional Services.** In the event CVS requests Additional Services that are not included in the Scope of Services and thereby require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as CVS has approved such modification or addition by written amendment to this Agreement. If the Consultant proceeds with performing such Services prior to execution of the written amendment, it does so at its own risk. Compensation for Additional Services performed by Consultant’s sub-consultants shall not exceed their actual cost to the Consultant.

4.3 **Reimbursable Expenses.** Reimbursable Expenses including, but not limited to, transportation, communication, printing, reproductions, plots, postage, delivery, renderings, models, mock-ups, photography, insurance, or other Project-related expenditures, are included in the project amounts specified in **Exhibit B.** No additional charges for Reimbursable Expenses will be allowed without the prior written authorization of CVS’s Authorized Representative. In no event shall compensation for Reimbursable Expenses exceed their actual cost to the Consultant and its sub-consultants.

4.4 **Billing by Consultant.** The amounts to be paid under this Agreement shall be paid only if Services has been satisfactorily performed as determined by CVS’s Authorized Representative and consistent with the amounts set forth in **Exhibit B.** The Consultant shall submit an invoice each month in a form acceptable to CVS’s Authorized Representatives. The Consultant shall include with its invoices a report of tasks performed, and the deliverables and all other documents and records relating to the project task that has been completed and for which the Consultant is submitting an invoice.

4.5 **Payment by CVS.** Within thirty-five (35) days of the approval of the invoice by CVS, CVS shall mail payment of the approved amount to the Consultant for all Services satisfactorily performed. No claim for Reimbursable Expenses or Services not specifically provided for herein or by amendment shall be honored by CVS. Final payment due to the Consultant will be made by CVS when all Services have been satisfactorily performed and all documents have been delivered to CVS in accordance with this Agreement.

4.6 **Withholding.** To the extent permitted by law, CVS may withhold any amounts claimed to be owed which are in dispute. Should CVS dispute any amounts owed, it shall submit the reasons thereof in writing to the Consultant within thirty-five (35) days after receipt of the invoice.
5. **AUTHORIZED REPRESENTATIVE.**

Kay Nastrom shall serve as the Authorized Representative of CVS and as the liaison with the Consultant. CVS shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change. The Authorized Representative shall have the express authority to make all contacts with the Consultant on behalf of CVS and to instruct the Consultant to perform the various Services described in this Agreement. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the Authority’s Authorized Representative, by mailing or delivering them to:

Kay Nastrom  
Mille Lacs County  
Community Health Services Administrator  
525 2nd Street SE  
Milaca, Minnesota 56353  

6. **RELATIONSHIP BETWEEN THE PARTIES.**

6.1 **Independent Contractor.** Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, its employees, representatives or sub-consultants be considered employees, agents or representatives of CVS. The Consultant is to be and shall remain an independent contractor with respect to all Services performed under this Agreement. Consultant shall, at its expense, secure all personnel required to perform the Services under this Agreement. Any and all personnel of the Consultant or other persons engaged in the performance of any Services required by the Consultant will have not relationship with CVS and will not be considered employees of CVS. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from CVS, including, without limitation, Worker’s Compensation, medical care, disability, severance pay and retirement benefits.

6.2 **No Agency.** Consultant shall have the authority to act on behalf of CVS only to the extent expressly provided for in this Agreement, unless otherwise modified by the parties in writing. CVS will not assume or accept any agreement, representation, commitment or warranty made by the Consultant to others, nor shall CVS be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the Consultant’s conduct or caused by the Consultant’s negligence, willful act, or failure to act.

6.3 **Assignment.** The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County Board. The Consultant shall be responsible for the performance of its Services under this Agreement.

6.4 **Subcontracting.** The Consultant shall not enter into subcontracts for performance of Services described in this Agreement unless such subcontract and Services are described
in Exhibit A and have been approved by CVS’s Authorized Representative. The Consultant shall be responsible for all Services rendered by any sub-consultant and shall be responsible for all payments owed to any sub-consultant. The Consultant shall provide notice of all subcontracts to CVS prior to the commencement of Services and shall provide copies of subcontracts at the request of CVS’s Authorized Representative. All subcontracts shall expressly incorporate this Agreement.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Consultant shall comply with the insurance requirements set forth in Exhibit C, attached to this Agreement and incorporated herein by reference.

7.2 Indemnification. Consultant agrees to indemnify, defend, and hold harmless CVS and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including attorneys’ and other professional fees, resulting directly or indirectly from any breach in confidentiality, act, error, or omission, or reckless or illegal act (including its officers, employees, agents and sub-consultants) arising from the performance of its Services pursuant to this Agreement, and against all loss by reason of the failure of the Consultant, its agents, employees or sub-consultants fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify, defend, and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Ownership, Intellectual Property Rights, and Confidentiality of Work Product. All documents, reports, recommendations, designs and other Services prepared or furnished by Consultant (and/or any sub-consultants) pursuant to this Agreement are Works Made for Hire, as defined by the U.S. Copyright Act, of CVS and shall be the property of CVS, with the exception of standard design details and specifications that are commonly used in the industry and were not created specifically for the Project (“Work Product”). The Consultant represents and certifies that the Work Product, Services and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish CVS with all Work Product and related documents upon completion of the Services, and at any other time as requested by CVS. Consultant may retain copies of all such Work Product and related documents, but Consultant may not use the Work Product and related documents, except for standard design details and specifications, for any purpose not related to the Project without CVS’s consent. No Work Product, reports, documents, drawings or other information that are generated under this Agreement shall be released by Consultant, its
agents, personnel, employees or sub-consultants except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

8.2 Confidentiality and Non-Disclosure. The Consultant agrees that it shall use CVS’s information, including, but not limited to, all documents and digital files, computations, writings, financial, health (including PHI as defined by HIPAA), and demographic information and/or data produced, learned or accessible to the Consultant (Confidential Information) only as specifically authorized, in writing, by CVS. The Consultant will not disclose CVS’s Confidential Information to any other person or entity, or use such Confidential Information for the Consultant’s own benefit or for the benefit of another, unless expressly permitted in writing by CVS. The Consultant agrees that it will use commercially reasonable efforts to protect Confidential Information. In no event shall the Consultant disclose or fail to protect Confidential Information in a manner contrary to applicable laws, rules, and regulations. The Consultant and CVS agree to remain compliant with HIPPA, as set forth in the attached Exhibit D.

8.4 Data Practices. The Consultant and its employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Consultant by CVS under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. The Consultant shall further comply with applicable state and federal laws, rules and regulations relating to data privacy or confidentiality as those regulations may apply to data created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. If the Consultant receives a request to release data pursuant to this Section 8.2, the Consultant shall notify CVS immediately and consult with CVS as to how the Consultant should respond to the request. The Consultant’s response shall comply with applicable law. Consultant further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

8.5 County Network Connection. Consultant acknowledges that this Agreement does not authorize Consultant to make any connection to CVS’s network through the use of any hardware or through a Virtual Private Network (VPN). In the event a VPN or other network connection becomes necessary or convenient during the term of this Agreement, Consultant shall not make any such connection without first obtaining the express written consent of CVS’s Information Technology Director and executing and delivering to CVS copy of CVS’s then-current Information Technology Usage Agreement.

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and Services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant shall allow CVS or other persons or agencies authorized by CVS, including the Legislative or State Auditor, access to the records of Consultant at reasonable hours, including all books,
records, documents, and accounting procedures and practices of Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NON-CONFORMING SERVICES AND WAIVER.

The acceptance by CVS of any non-conforming Services under the terms of this Agreement or the foregoing by CVS or any of the rights arising under the terms of this Agreement shall not constitute a waiver of CVS’s right to conforming Services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of CVS provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

12. DISPUTES.

CVS’s Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the Services to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the Services must be referred to CVS’s Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to CVS’s Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to CVS’s Authorized Representative within 45 days of the event, unless CVS’s Authorized Representative allows for additional time based on the availability of complete and accurate data. The Consultant shall continue to perform while the claim or dispute is pending. The issuance of a decision by CVS’s Authorized Representative shall be a condition precedent to the Consultant’s exercise of the rights and remedies the Consultant may have under this Agreement or at law with respect to the claim, dispute or other matter.

13. TERMINATION AND SUSPENSION.

This Agreement may be suspended or terminated by CVS if the Consultant violates any of the terms or conditions of this Agreement or fails to administer the Services as determined by CVS. In the event CVS exercises its right to suspend or terminate this Agreement, CVS shall submit written notice to the Consultant specifying the extent of the suspension or
termination and the reasons therefore, and the date upon which suspension or termination becomes effective. CVS may also terminate this Agreement without cause by giving at least ten (10) days' written notice to the Consultant. Upon receipt of any notice to terminate or suspend this Agreement, the Consultant shall take all action necessary to discontinue Services or further commit CVS funds. Upon termination, the Consultant shall be entitled to payment for all undisputed Services satisfactorily performed, as determined by CVS, and upon delivery of all Work Product, deliverables and/or other documents created or obtained pursuant to this Agreement which may be necessary or desirable for CVS to complete the Services herein contracted for.

14. **SURVIVAL.**

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 2.5 (Standard of Care and Liability for Services); 7 (Insurance and Indemnification); 8 (Records and Information); 9 (Audit); 15.3 (Governing Law; Jurisdiction; Venue).

15. **GENERAL PROVISIONS.**

15.1 **Entire Agreement; Amendments; Conflicts.** This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15.2 **Compliance with Applicable Law.** The Consultant agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those Services contemplated herein.

15.3 **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State Courts of Minnesota, County of Mille Lacs. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.
15.4 Debarment. Consultant certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Consultant’s certification is a material representation upon which CVS’s approval of this Agreement is based. Consultant shall provide immediate written notice to CVS’s authorized representative if at any time Consultant learns that this certification is erroneous or becomes erroneous due to changed circumstances.

15.5 Equal Employment Opportunity. In connection with the execution of this Agreement, the Consultant agrees that it will comply with Minn. Stat. § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national original, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. The Consultant and all of its sub-consultants will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to factors stated in Minn. Stat. § 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

15.7 Tax Withholding. The Consultant shall be responsible for payment of all of its business taxes as required by law. The Consultant shall comply with all applicable requirements set forth in Minn. Stat. § 270C.66. The Consultant shall submit a Certificate of Compliance from the Minnesota Commissioner of Revenue documenting its own compliance and documenting compliance of any sub-consultant with Minn. Stat. § 290.92 with its claim for final payment for Services rendered under this Agreement, if applicable. The Consultant acknowledges that it shall not be entitled to final payment for Services and expenses rendered under this Agreement until such document is submitted in approved form to CVS, if applicable.

15.8 Conflict of Interest. The Consultant affirms that, to the best of the Consultant’s knowledge, the Consultant’s involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The Consultant agrees that, should any conflict or potential conflict of interest become known to the Consultant, it will immediately notify CVS of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise CVS whether the Consultant will or will not resign from the other engagement or representation.

15.9 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

15.10 Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against CVS.

15.11 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
15.12 **Severability.** In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

15.13 **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**MILLE LACS COUNTY**  
County Board Chairperson

---

**CONSULTANT**

---

Signature

Print Name

Title

Date
EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide assistance with CVS’s Community Health Improvement Plan (CHIP). The Consultant shall deliver CVS the final and approved CHIP by December 31, 2019. CVS shall be responsible for collecting community data that is used to determine Mille Lacs County’s significant health needs and determining planned actions to respond to those health needs. CVS shall share all relevant data as needed to the Consultant to prepare the CHIP, including information about data collection processes and community organizations that participated in the process.

The Consultant shall use all information provided by CVS to draft the CHIP. The Consultant shall promptly contact CVS as needed for any follow-up information. Format of the CHIP shall be similar to the 2015-2020 CHIP unless CVS provides a written request otherwise. The Consultant will maintain regular contact with CVS during the drafting process until CVS is fully satisfied with the CHIP. The Consultant will respond to all questions and requests by CVS within three (3) business days. The Consultant will provide CVS with the final CHIP in Word® format on or before December 31, 2019.
EXHIBIT B

COMPENSATION

Compensation to the Consultant shall be on an hourly rate basis up to a maximum amount of $7,500 plus reimbursable expenses not to exceed $300. Actual compensation for services rendered will be determined on the basis of the time required by principals, consultants, and staff, using the standard hourly rates listed below and shall not be adjusted during this Project:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners and Principals</td>
<td>$210-$435</td>
</tr>
<tr>
<td>Managers</td>
<td>$160-$365</td>
</tr>
<tr>
<td>Seniors</td>
<td>$120-$200</td>
</tr>
<tr>
<td>Staff</td>
<td>$90-$130</td>
</tr>
<tr>
<td>Client service assistants</td>
<td>$80-$95</td>
</tr>
</tbody>
</table>
EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract and for three (3) years after completion of Services, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or sub-consultants.

1. **Minimum Scope of Insurance:** Coverage shall be at least as broad as follows:

   a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

   c. Workers’ Compensation as required by the State of Minnesota, and Employer’s Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide CVS with a written waiver of workers' compensation coverage in a form acceptable to CVS. The Consultant agrees that under no circumstances shall CVS be responsible for workers' compensation for injuries suffered in connection with this Agreement.

2. **Minimum Limits of Insurance:** Consultant shall maintain **NO LESS THAN** the following limits of insurance:

   a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:

      - $1,500,000 each occurrence
      - $1,500,000 annual aggregate
      - $3,000,000 products and completed operations aggregate

   b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:

      - $1,500,000 each accident for bodily injury and property damage
c. Workers’ Compensation & Employers Liability:
   - as required by the State of Minnesota

3. Deductibles and Self-Insurance:
   a. Any deductibles will be the sole responsibility of the Consultant and may not exceed $50,000 without the written consent of CVS. Any request for a higher deductible must first be approved by CVS after Consultant provides CVS with financial documentation sufficient for CVS to determine whether Consultant has the financial resources to cover the requested deductible.
   b. If Consultant is self-insured, a Certificate of Self-Insurance must be provided to and approved by CVS.

4. Additional Insurance Conditions:
   a. Consultant’s insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by CVS. CVS’s insurance or self-insurance program shall be excess of Consultant’s insurance and shall not contribute to it. Consultant’s coverage shall contain no special limitations on the scope of protection afforded to CVS and its agents, officers, directors and employees.
   b. CVS and its agents, officers, directors and employees shall be provided additional insured status under the required policies except on Workers’ Compensation and Professional Liability policies.
   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CVS or its officers, officials, employees or volunteers.
   d. Each required insurance policy shall be endorsed to state that coverage shall not be canceled or non-renewed, except after thirty (30) days’ prior written notice (10 days’ notice for non-payment of premiums) by U.S. mail has been given to CVS. Furthermore, Consultant agrees to provide CVS with 30 days’ prior written notice if its insurance coverage is reduced.
   e. Consultant shall include all sub-consultants as insured under its policies or furnish separate certificates and endorsements for each sub-consultant where applicable. All coverage for sub-consultants shall be subject to all of the requirements stated herein.
f. Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against CVS and its agents, officers, directors, and employees.

g. Consultant must obtain insurance policies from insurance companies having an “AM BEST” rating of A-VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

The Consultant shall provide CVS with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this contract. All certificates and endorsements shall be provided to CVS upon execution of this Agreement and upon renewal of each policy but in no event less than annually. Upon request, the Consultant shall provide CVS with copies of its insurance policies.
EXHIBIT D

HIPPA BUSINESS ASSOCIATE AGREEMENT

(See attached)
**Title of Item for Consideration:**
Approve ISD #477 Foster Care Transportation Agreement

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: ______ minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Approve/Deny Motion</td>
<td>☑ Approve/Deny Motion</td>
</tr>
<tr>
<td>□ Information Only</td>
<td>☐ Discussion Item</td>
</tr>
<tr>
<td>☑ Schedule Public Hearing*</td>
<td>☑ Direction Requested</td>
</tr>
<tr>
<td>*provide sample notice that will run in paper</td>
<td>☑ Hold Public Hearing*</td>
</tr>
<tr>
<td></td>
<td>☐ Presentation of Information</td>
</tr>
<tr>
<td></td>
<td>*provide copy of hearing notice that was published</td>
</tr>
</tbody>
</table>

Submitted by: Beth Crook, Director  
Department: CVS

Who will attend the meeting and be able to respond to questions? Give name and title:  
Beth Crook, CVS Director

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
This Agreement is an amended version of a previously County Board approved Agreement. Princeton Schools made some minor language changes to the previously approved version. This updated version was sent to the Mille Lacs CAO office and the CAO has approved the language changes (see attached email). Please approve this final version of the ISD #477 Foster Care Transportation Agreement.

Alternatives/Options/Comments:  
N/A

Recommended Action/Motion:  
Approve revised/final version of Agreement

Financial Impact:  
Is there a cost associated with this request? ☑ Yes ☐ No  
What is the total cost, including tax and shipping? $varies on each indiv  
Are funds available in the budget? ☑ Yes ☐ No  
If no, please explain:

Additional Information Attached:  
☐ Contract/Agreement  
☑ Approved by County Attorney’s Office: ☑ Yes ☐ No  
If no, please explain: ____________________________________________  
☐ Minutes of Relevant Meeting(s)  
☐ Background Information (such as price quotes, etc.)

Board action: (for use by Recording Secretary)  
☐ Approved ☐ Denied ☐ Tabled: ___________________________
AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Princeton School District #477 (hereinafter referred to as the District) and Mille Lacs County (hereinafter referred to as the County).

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. AUTHORITY:
The Elementary and Secondary Education Act (ESEA), the Every Student Succeeds Act (ESSA), Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351, 42 USC Section 204(a)(l)(B)), Individuals with Disabilities in Education Act (IDEA), Title VI and the Equal Educational Opportunities Act (EEOA), Title IV of the Social Security Act (Section 475(1)(b) (42 USC 675(1))), Minnesota Statute 260C.212, and Minnesota Statute 123B.92.

2. TERM:
This Agreement shall be in effect from July 1, 2019 - June 30, 2022.

3. DEFINITIONS:
"Foster Care" is defined as 24 hour substitute care for children placed away from their parents or guardians, and homeless children, for whom the child welfare agency has placement and care responsibility. This includes children in foster family homes, shelters, relative foster homes, group homes, and residential facilities, regardless of whether the foster care facility is licensed or whether payments are made by the state.

"School of Origin" is defined as the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change.

4. SCHOOL ENROLLMENT DECISIONS:
The County is responsible for determining appropriate school enrollment and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests.

If the County is considering moving a child to a new school, the County will notify the District Transition Education Services Liaison responsible for students in foster care. The County will identify a point of contact from the County to work directly with the District Transition Education Services Liaison. The District Transition Education Services Liaison will arrange a consultation between the County and the child's school of origin. The school of origin will provide information about the child's current school enrollment. The County shall take into consideration this information and other best interest factors in making the educational placement decision. The District Transition Education Services Liaison may participate in the consultation.

5. SERVICES

The District acknowledges and agrees to provide transportation as required by law. In addition, in accordance with the Every Student Succeeds Act, and the best interests of a child requirements of §260C.212, subd. 8(i), the District and the County agree to the following in order to address school transportation costs during foster care placements of children:

a. Students who can be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. District will cover the associated costs.

b. Students who have an IEP indicating the need for specialized transportation: The District will assume costs required for transporting the student to school. District will cover the associated costs.

c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, after consulting with the District, the County will determine the best possible means of transportation. If the means of transportation results in added cost to the District, the District and the County will evenly share the additional transportation costs.

d. Students residing in a foster care placement outside of District boundaries and attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, the County, after consulting with the District, will determine the best possible means of transportation. If the means of transportation results in added cost to the District, the District and the County will evenly share the additional transportation costs.

e. Students placed in foster care within District and attending a non-ISD 477 Area Schools: The District will bear no financial responsibility for this student. The County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

f. Students who are within walking distance of a school as defined by District policy do not require transportation.

6. PAYMENT FOR SERVICES:
a. The District and the County agree to split the additional cost of the student's transportation described in Section 5(c) and 5(d) if the means of transportation results in added cost.

b. The County will identify a point of contact from to work directly with the District Transition Education Services Liaison to ensure transportation requests are responded to in a timely manner.

c. The Parties will exchange itemized invoices on a quarterly basis. The invoices will detail each trip provided, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice, unless there is a dispute. In that circumstance, all undisputed amounts shall be paid within 35 days of receipt of invoice and disputed amounts will be addressed and paid following a determination pursuant to Section 7, the dispute resolution process.

d. Whenever there is a planned change in educational placement, the County point of contact will notify the District Transition Education Services Liaison to assure appropriate transportation services and address changes in billings for such services.

7. DISPUTE RESOLUTION:

It is the responsibility of the County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care. The County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

a. The party disputing the other party's decision will provide a written explanation of the dispute to the other party within three business days of receiving the request with which the party disagrees.

b. Upon receipt of the written explanation, the decision shall be reviewed by the other party. Within three business days, the other party will make a decision to uphold the decision, reverse the decision or require the parties to participate in a Decision Making Team meeting.

c. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and the County.

d. If disagreement on school transportation is unable to be resolved, the parties may request guidance from the Minnesota Department of Education.

e. Should the parties fail to reach an agreement, the law of the State of Minnesota will govern this agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this Agreement or any breach thereof shall be in the courts of the County of Mille Lacs in the State of Minnesota.

8. PROVIDER NOT AN EMPLOYEE:
It is agreed by the parties that at all times and for all purposes herein, District, its staff, agents, employees, and its subcontractors are independent providers and not employees of the County. No statement contained in this Agreement shall be construed so as to find the District, its staff, agents, employees, and its' subcontractors entitled to any of the rights, privileges, or benefits of the County.

9. INDEMNIFICATION:
Each party, shall be liable for its own acts and omissions and the acts of its agents, representatives, officers, employees, subcontractors, and volunteers, to the extent provided by law. Each party agrees to indemnify, hold harmless, and defend the other, its agents, representatives, officers, employees, subcontractors, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party, its agents, representatives, officers, employees, subcontractors, and volunteers may sustain, incur or be required to pay, arising out of any act or omission of the party, its agents, representatives, officers, employees, subcontractors, and volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

10. TERMINATION OF CONTRACT:
Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party. Termination of this contract shall not discharge any liability, responsibility or right of either party that arises from the performance of, or failure to perform, the terms of this contract.

11. STANDARDS
The District and the County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

12. DATA PRACTICES:
All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or the County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

13. INSURANCE AND LICENSURE:
All student transportation provided by the District shall be covered under the District's Liability Insurance Policy. The District shall ensure that all contractors, subcontractors and drivers are licensed in accordance with the law and District policies; and that contractors and subcontractors obtain and maintain workers' compensation insurance, automobile insurance, and general liability insurance for bodily injury, personal injury and property damage in the performance of duties arising from this agreement.

The District shall provide copies of insurance certificates on an annual basis or upon material change in coverage.
The District shall maintain commercially reasonable limits of insurance, but no less than those liability amounts set forth in Minn. Stat. 466.

Copies of insurance policies shall be submitted to the County upon request.

Nothing in this Agreement shall constitute a waiver by the County or District of any statutory or common law immunities, limits, or exceptions on liability.

Additional Insured. The County shall be named as an additional insured on all the District's insurance policies except Workers' Compensation and Employer's Liability policies.

All insurance policies shall be primary and non-contributory.

14. SUBCONTRACTING
The District shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions set forth herein and as the County may deem necessary. The District shall be responsible for the performance of all subcontractors. The County has the right to approve of and to refuse the use of subcontractors by the District.

The County agrees and through this contract provides its written approval to the use of Palmer Bus Company for transportation services.

15. AMENDMENTS:
This agreement may be supplemented, amended or revised only by a written and signed agreement of both parties.

16. ASSIGNMENT:
Neither party to this agreement shall assign the agreement, nor any interest arising herein, without prior written consent of the other.

17. RECORDS AUDITING AND RETENTION:
District's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and the legislative or State Auditor. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if Federal funds are used for any work under this Contract. District agrees to maintain such evidences for a period of seven (7) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

18. WAIVER:
Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.

19. SEVERABILITY:
The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.

20. FINAL AGREEMENT:
This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiation, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written which are not contained within this agreement.
21. EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

MILLE LACS COUNTY

BY: __________________________
   Roger Tellinghuisen
   County Board Chairperson

DATED: _______________________

PRINCETON SCHOOL
DISTRICT #477

BY: Michelle Czech
    Director of Business Services

DATED: 9/26/19

ATTESTED TO:

BY: _________________________

DATED: _______________________

BY: _________________________

DATED: 9/26/19
Per Sarah, these changes look fine. Thanks!

Very Truly Yours,

Joe Walsh
County Attorney
Mille Lacs County Attorney's Office
225 6th Avenue SE, Milaca, MN 56353
(320) 983-8305
(320) 983-8408 (FAX)

“Justice Without Fear or Favor”

All Mille Lacs County email addresses have recently changed. Mine is now joe.walsh@millelacs.mn.gov

This looks fine.

Sarah E. Erickson
Assistant County Attorney
(T) 320.983.8305 | (F) 320.983.8408
Sarah.Erickson@millelacs.mn.gov

Get back to me on this. Thanks!

Very Truly Yours,
"Justice Without Fear or Favor"

All Mille Lacs County email addresses have recently changed. Mine is now joe.walsh@millelacs.mn.gov

From: beth crook  
Sent: Wednesday, September 4, 2019 4:40 PM  
To: Joe Walsh <Joe.Walsh@millelacs.mn.gov>  
Subject: FW: FW: Foster Care Transportation Contract

Joe,  
I believe Sarah worked on this contract previously. Now the Princeton School is proposing additional changes to Sarah’s approved version. Can you please review the school changes and let me know if you approve of their recommendations or offer additional edits. Somehow we have to come to some document both agencies can live with.  
Thank you

From: Jessica Town-Gunderson [mailto:jessica.town-gunderson@isd477.org]  
Sent: Wednesday, September 4, 2019 2:31 PM  
To: beth crook  
Subject: Re: FW: Foster Care Transportation Contract

Hello Beth,  
Does this version open for you?  

Jessica

Jessica Town-Gunderson  
Director of Teaching and Learning  
Princeton Public Schools  
706 First St.  
Princeton, MN 55371  
Office: 763.389.7278

**ISD 477: Princeton is an innovative leader in instruction, developing in every learner the ability to succeed in an ever-changing world.**

On Fri, Aug 30, 2019 at 2:58 PM beth crook <beth.crook@millelacs.mn.gov> wrote:

Jessica,
Requested Meeting Date: 10/01/19
(Board meets the 1st and 3rd Tuesday of each month)

<table>
<thead>
<tr>
<th>Title of Item for Consideration:</th>
</tr>
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<tbody>
<tr>
<td>Authorize Solicitation of Quotes for Residential Recycling Drop Site Contractors</td>
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</table>

<table>
<thead>
<tr>
<th>Consent Agenda</th>
<th>Regular Agenda – Estimate Time Needed: 5 minutes</th>
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<tr>
<td>□ Approve/Deny Motion</td>
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</table>

<table>
<thead>
<tr>
<th>Submitted by:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dillon Hayes</td>
<td>ASO</td>
</tr>
</tbody>
</table>

Who will attend the meeting and be able to respond to questions? Give name and title:
Dillon Hayes, Environmental Resources Manager, Stephanie Reynolds, Solid Waste Coordinator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
The residential recycling drop site contract period concludes December 31, 2019. Under M.S. 115A.552 Subd. 1, the County is required to operate at least one recycling center within the County. In addition, under M.S. 115A.551, Greater Minnesota Counties must achieve the goal of 35% recycling by 2030. In order to continue to satisfy both statutory requirements it is recommended the County operate four (4) recycling drop sites, to be located in Princeton, Onamia, Isle, and Milaca. This eliminates one existing site located in Kathio Township.

Staff previously presented three options for program implementation. The recommended action at this time is to proceed with an RFP to deduct which option would be the most efficient. As a result the RFP provided present two options. Option 1, the current service model in which complete control for the recycling program will be assumed by the contractor. Option 2 is a hybridized approach in which the County will contract for hauling services; the county would assume responsibility for acquiring containers, designating end markets, and all other program activities. These options will ultimately be compared against the third option, complete county assumption of all aspects of the program.

Pursuant to M.S. 471.345, this service does not require initiation of a formal bid process; however, it is recommended that the formal bid procedures outlined for equipment or services equal to or greater than $175,000 in the Mille Lacs County purchasing policy are followed regardless.

Alternatives/Options/Comments:
The Board may choose to proceed with quotes instead of bids. Using the formal bid process, the Board would not be able to render a decision until November 5, 2019. This may result in delays in the acquisition of the containers identified in options two and three.

Recommended Action/Motion:
Authorize staff to proceed with the solicitation of bids for residential recycling drop site services.

Financial Impact:
Is there a cost associated with this request? □ Yes ✓ No
What is the total cost, including tax and shipping? $ ___
Are funds available in the budget? □ Yes □ No If no, please explain: ___

Additional Information Attached:
☐ Contract/Agreement
Approved by County Attorney’s Office: ☐ Yes □ No If no, please explain:
☐ Minutes of Relevant Meeting(s)
☐ Background Information (such as price quotes, etc.)
Residential Recycling Drop Site RFP

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled:
PROPOSAL FOR RESIDENTIAL RECYCLING DROP SITES

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT AND PROVISIONS WHICH ARE PART OF THIS PROPOSAL.

BIDS RECEIVED UNTIL: 9:30 AM on November 1, 2019

TYPE OF WORK:
Option 1: Contractor-Administered Recycling Drop Sites
Option 2: Hauling Services

CONTRACT TERM:
January 1, 2020 – December 31, 2022

NOTICE TO BIDDERS:
Bids may be submitted for either one or both of the options identified herein.

In submitting a bid, you must return this complete proposal.
SPECIAL PROVISIONS

Mille Lacs County is seeking bids from qualified and licensed contractors for two (2) separate proposals related to the operation of residential recycling drop sites. Bids may be submitted for one or both of the proposals contained herein.

The special provisions 1 through 10 are applicable to both proposals. Special provision 11 is applicable only to Option 1: Contractor-Administered Recycling Drop Sites. Special provision 12 is applicable only to Option 2: Hauling Services.

S1 – PREPARATION OF PROPOSALS

For all Proposals the Bidder shall use the following method:

- Submit a Proposal on the Bid Schedule forms provided by the County. The Bidder shall:
  - Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of “1” for each “Lump Sum” Pay Item, except as not required in the case of alternate Pay Items,
  - Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
  - Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed figures or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for “Lump Sum” Pay Items, the County will reject the Proposal.

An authorized representative of the Bidder must sign the Proposal.

S2 – DELIVERY OF PROPOSALS

The Bidder shall deliver the Proposal in a sealed envelope to the County as specified in the Advertisement for Bids as follows:

- All bids must be sealed and the quote envelope must bear the name and address of the Contractor and the inscription: “Residential Recycling Drop Sites”.
- The bid envelope shall be addressed to the Solid Waste Coordinator, 635 2nd Street SE, Milaca, MN 56353.
- The Bidder shall return the entire proposal booklet.

If the County receives a Proposal after the date and time for opening Proposals, the County will return the Proposal to the Bidder unopened.

S3 – IRREGULAR PROPOSALS

The County may reject irregular Proposals. The County will consider a Proposal to be irregular for any of the following reasons:

- The Bidder submits its Proposal on a form other than the Proposal Form;
• The Bidder alters the contents of the Proposal Package;
• The Proposal is incomplete, indefinite, or ambiguous as to the meaning;
• The Proposal contains unauthorized alternate bids;
• The Proposal is a conditional Proposal;
• Any Unit Prices in the Proposal are unbalanced in excess of or below the reasonable cost analysis values.

The County will reject any Proposal in which the Bidder fails to provide a price.

S4 – REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

When submitting a proposal in accordance with these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the County if the County receives the Bidder’s written request for withdrawal or revision before the date and time for opening Proposals.

The County reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The County will issue a numbered and dated Addendum for any revision of the Proposal Package. The County will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the County’s list of Bidders.

The County will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the County may postpone opening Proposals. If the County postpones opening Proposals, the County will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

S5 – OPENING OF PROPOSALS

The County will open Proposals at 9:30 AM on November 1, 2019 in Conference Room A of the Mille Lacs County Historic Courthouse, located at 635 2nd Street SE, Milaca, MN 56353.

S6 – DISQUALIFICATION OF BIDDERS

The County may disqualify a Bidder and reject the Bidder’s Proposal for any of the following reasons:

• If an individual, firm, or corporation, either under the same or different name, submits more than one Proposal for the same Project;
• The County finds evidence of collusion among Bidders; or
• The Bidder failed to perform on a previous contract with the County.

S7 – CONSIDERATION OF PROPOSALS

After opening Proposals, the County will compare the Proposals based on the correct summation of the products of the scheduled quantities and unit bid prices. If the lowest responsible Bidder has submitted prices on more than one alternate item, the County reserves the right to determine which alternate to accept. If the extended bid item price, obtained by multiplying the unit bid price by the bid item quantity, is incorrectly calculated, the County will use the unit bid price to recalculate the extended bid item price.
The County reserves the right to:

- Reject any or all Proposals,
- Waive defects and technicalities in a Proposal, or
- Advertise for new Proposals.

**S8 – AWARD OF CONTRACT**

Within 30 calendar days after opening Proposals, the County may Award the Contract to the lowest responsible Bidder provided that the lowest responsible Bidder complies with the Proposal requirements. The County will notify the lowest responsible Bidder electronically, in writing, or by other means that the County has accepted the Proposal subject to execution and approval of the Contract as required by law.

The County and the lowest responsible Bidder may mutually agree to extend the time within which the County makes the Award. Before Contract execution the County reserves the right to cancel the Award of the Contract without liability.

As a condition precedent to the award of contract, the Bidder shall furnish proof that they are in compliance with Minnesota Statutes 363, as currently amended, implementing the rules and regulations of the Minnesota Department of Human Rights. Proof of compliance must be delivered with the sealed proposal. Failure to comply with this provision may result in rejection of the bid.

The County reserves the right to accept or reject any and all bids in the best interest of the County.

**S9 – LAWS TO BE OBSERVED**

The Contractor shall observe and comply with all of the following, relating to the conduct of Work on the Project or to individuals engaged in Work for the Project or employed on the Project:

- All applicable Local, State and Federal laws and regulations;
- Orders and decrees of bodies and tribunals with lawful jurisdiction over the Work; and
- Such local ordinances as are applicable to the Work, as determined by the County.

The Contractor shall hold harmless and indemnify the County and its representatives against all claims and liabilities arising from or based on violations committed by the Contractor or anyone subject to the control of the Contractor.

**S10 – PERMITS, LICENSES, & TAXES**

The Contractor shall obtain the licenses and permits required by State and Federal laws and regulations. The Contractor shall pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. If requested by the County, the Contractor shall provide evidence of compliance with the permit, license, notice, and tax requirements. It is the sole responsibility of the Contractor to ensure all necessary permits have been acquired in accordance with local, state, and federal law.
S11 – OPTION 1: CONTRACTOR-ADMINISTERED RECYCLING DROP SITES

The Contractor shall operate four (4) residential recycling drop sites at the following locations. The hours of operation for each site are specified below. All sites are to collect single sort recycling material. Sites are not required to be staffed by the Contractor.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>HOURS OF OPERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
<tr>
<td>Onamia</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
<tr>
<td>Princeton</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Milaca</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
</tbody>
</table>

**Licensure:** The Contractor must be able to obtain a 2020 Mille Lacs County Solid Waste Hauler License.

**Containers:** The Contractor must be able to provide covered recycling containers (e.g. 20 yard roll-off, 8 yard containers) at the specified locations listed below. All recycling containers must accept single sort recycling. In addition, all containers must be labeled with an accepted materials list and the words “Single Sort Recycling Only”. The containers must have sufficient capacity available to accept additional recycling materials.

The containers must be emptied on a regular basis; the collection frequency is to be determined by the contractor. The Contractor must empty the containers at such a frequency to prevent materials from overflowing during all hours of operation. If at any time the containers are unable to accept additional materials the contractor must empty the containers the same day.

**Materials to Be Collected:** Contractor must collect at least the following materials:

- Clear, Brown and Green Glass
- Steel and Aluminum Cans
- Old Corrugated Cardboard
- Paperboard (i.e. cereal and cracker boxes)
- Magazines
- Office and Mixed Paper
- Newspaper
- Plastics #1, 2, 5

The Contractor may collect more materials than listed above. However, a complete list of all accepted materials and specific material instructions (i.e. caps on, caps off, etc.) must be furnished to the County before execution of a contract.
End Markets: The Contractor may choose to bring the recyclables to the processing facility or end market of their choice. If the Contractor wishes to change an end market, the end market must be able to accept at least the materials listed above. If an end market destination changes, the Contractor must immediately submit to the county a full list accepted recyclables and update the accepted materials list on all recycling containers located at the drop sites.

Payment: The Contractor shall invoice the County on a monthly basis, providing verification of collection quantities and proper disposal. Payment will be mailed on or around the 24th of each month upon successful completion of the Work.

S12 – OPTION 2: HAULING SERVICES

The Contractor shall provide hauling services related to the operation of four (4) residential recycling drop sites at the following locations. The hours of operation for each site are specified below.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>HOURS OF OPERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
<tr>
<td>Onamia</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
<tr>
<td>Princeton</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Milaca</td>
<td>24 Hours a Day, 7 Days a Week</td>
</tr>
</tbody>
</table>

Each site will be served by a 25 cubic yard (12,000 pound GVWR) dump trailer to be filled with recycling. On a weekly basis, each trailer will need to be towed by the Contractor to the material recovery facility in Shakopee and emptied, and returned to the drop site location. The trailers are self-contained units; no special equipment, other than a vehicle with the proper towing capacity, is required to tow or operate the trailers.

Licensure: The Contractor must be able to obtain a 2020 Mille Lacs County Solid Waste Hauler License.

Disposal: Each site shall be serviced on a weekly basis. Scheduling weekly servicing will be the responsibility of the Contractor; however, the contractor shall ensure that servicing takes place as required during the hours of operation. The unit located at the Princeton location shall be delivered to the Mille Lacs County Public Works facility in Milaca when not in use.

The Contractor shall transport materials to the Dem-Con Companies material recovery facility in Shakopee, Minnesota. The hauler must obtain a tipping receipt with tonnage information from Dem-Con Companies, and provide all receipts to the County. Dem-Con will bill the County directly.

Payment: The Contractor shall invoice the County on a monthly basis, providing verification of service dates and mileage for each location. Payment will be mailed on or around the 24th of each month upon successful completion of the Work.

Payment shall be calculated based on miles traveled to complete a round-trip, starting and ending at the Mille Lacs County Public Works facility in Milaca. This equates to 765 miles per week, as shown below:
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MILES TRAVELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isle</td>
<td>232</td>
</tr>
<tr>
<td>Onamia</td>
<td>209</td>
</tr>
<tr>
<td>Princeton</td>
<td>162</td>
</tr>
<tr>
<td>Milaca</td>
<td>162</td>
</tr>
</tbody>
</table>

GENERAL CONTRACTING AND INSURANCE REQUIREMENTS

Termination
This Agreement may be cancelled by the County at any time, with or without cause, upon 30 days' notice, in writing delivered by mail or in person to Contractor or Contractor's representative. Termination of this contract shall not discharge any liability, responsibility or right of the County that arises from the performance of, or failure to perform, the terms of this contract adequately by the Contractor prior to the effective date of termination.

Entire Agreement/Merger
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the County relating the subject matter hereof.

Force Majeure
The County shall not be liable to the Contractor or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the County's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

Default by Contractor
Unless cured by Contractor or excused, in writing by the County, each of the following shall constitute default on the part of the Contractor: 1. A written admission by the Contractor that it is bankrupt; the filing by the contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) calendar days; 2. The making of any arrangement with or for the benefit of the Contractor's creditors involving an assignment to a trustee, receiver, of similar fiduciary; 3. The making of material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract; 4. The disregarding by Contractor of laws, ordinances, rules, regulations or orders of any public authority; and, 5. Contractor's failure to perform any other material provision of this contract.

Lack of Funding
Notwithstanding any provision of this contract to the contrary, the County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, Minnesota agencies or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the
amounts due under this contract. The County will not be assessed any penalty or damages if the contract is terminated due to lack of funding.

Cumulative Rights
All remedies available to the County under the terms of this contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

Waiver
Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by an authorized representative of the County and the Contractor.

DAMAGES

Duty to Mitigate: Contractor shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy under the terms of this contract. Breach: Notwithstanding any other provision of this contract to the contrary, upon breach of this contract by the Contractor, the County may withhold final payment due the Contractor until such time as the exact amount of damages due, if any, is determined.

Severability
The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract unless the County determines the part or parts that are void, invalid or otherwise unenforceable to substantially impair the value of the entire contract.

Amendments
Any amendment(s) or change(s) made to the terms of this contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original contract, or (2) executed and approved by persons designated by the parties to this contract.

Venue and Jurisdiction
The law of the State of Minnesota will govern this Agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this Agreement or any breach thereof shall be in the courts of the County of Mille Lacs in the State of Minnesota.

Audit Clause
Pursuant to MN. Stat. 16C.05, Subd. 5 (or as amended), a contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.
Data Practices
Bidders are advised that all data created, collected, received, maintained, or disseminated by the Contractor and any subcontractors in performing the Work contained in this Contract are subject to the requirements of MN Statute Chapter 13, the Minnesota Government Data Practices Act (MGDPA). The Contractor shall comply with the requirements of the MGDPA in the same manner as the County. The Contractor does not have a duty to provide access to public data to the public, if the public data are available from the County, unless otherwise required by the Contract.

False Claims Act
The provisions of the Minnesota “False Claims against the State” Act (Minnesota Statutes Chapter 15C) apply to the Contractor’s actions under this Contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it made in connection with the Award of this Contract, and certifies or affirms that it will not make or use a false or fraudulent claim, statement, or record in connection with the performance of this Contract. For the purpose of this section, claim is defined in MN Statute section 15C.01 Subd. 2 (including a claim presented against the state or a political subdivision).

Permits, Licenses, Taxes
The Contractor shall obtain the licenses and permits required by State and Federal laws and regulations. The Contractor shall pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. If requested by the County, the Contractor shall provide the Ditch Inspector with evidence of compliance with the permit, license, notice, and tax requirements.

Equal Employment Opportunity, Civil Rights, and Nondiscrimination on the Basis of Handicap
When applicable Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to MN. Stat. 363A.36. This section shall not apply if the grant if for less than $100,000.00 and the Contractor has employed forty or less full-time employees within this state on a single working day during the previous 12 months.

Tort Insurance
Insurance coverage(s) required under this section shall at no time fall below limits set forth in MN. Stat. § 3.736 and/or MN. Stat. § 466.04 (or as amended).

Worker’s Compensation
Prior to commencement of the contract term, the Contractor shall submit a signed statement to the County evidencing compliance with the Worker’s Compensation insurance coverage requirement of MN. Stat. § 176.182 set forth in pertinent part herein:

MN Stat. § 176.182 Business Licenses or Permits: Coverage Required

“Neither the state nor any governmental subdivision of the state shall enter into any contract for the doing of any public work before receiving from all other contracting parties acceptable evidence of compliance with the workers’ compensation insurance coverage requirement of section §176.181, Subd. 2.”

In any case where subcontracting is approved, the Contractor shall require the subcontractor to provide worker’s compensation insurance in accordance with statutory requirements. Evidence of subcontractor’s insurance shall be filed with the County.
Discrimination on Account of Race, Creed, or Color Prohibited in Contract
The Contractor agrees to all provisions of MN. Stat. § 181.59 and is specifically advised that a violation of the section is punishable as a misdemeanor.

Prompt Payment to Subcontractors
When applicable, and pursuant to MN. Stat. § 514.02, Contractor agrees that it shall hold in trust the proceeds of any payments received by the Contractor for the benefit of those persons who furnished the labor, skill, material, or machinery contributing to an improvement to real estate with the meaning of MN. Stat. § 514.01. Where the County believes a person furnishing the labor, skill, material or machinery contributing to the improvement of real estate has not been paid, the County may withhold any payment to Contractor where it has reason to believe that such a person has not been paid.

When applicable, and pursuant to MN. Stat. § 337.10, any building and construction contract requires the Contractor and all applicable subcontractors to promptly pay any other subcontractor or material supplier contract with ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. Other provisions of MN. Stat. 337.10, including the applicable interest due the party requesting payment apply.

Prohibition against Debarred Persons
Unless an exception applies, MN. Stat. § 161.315 requires that neither the Commissioner of the Minnesota Department of Transportation, nor Mille Lacs County, any town or home rule or statutory city may award or approve a contract for goods or services to a person who is suspended or disbarred, may not award or approve a contract for goods or services under which a debarred or suspended person will serve as a contractor or material supplier. Additionally Contractor agrees it will not subcontract with or purchase materials or services from a debarred or suspended person for performance of a contract. These prohibitions apply where a debarred persons sells or otherwise transfers to a relative or any to any other party over whose actions the debarred person exercises substantial influence or control, a business, corporation, association, partnership, sole proprietorship, or other entity, or an affiliate of the entity.

Intent of Contract
The Contractor assumes full responsibility for performance of the work and agrees to furnish all labor, materials, equipment, tools, supplies, transportation, and other incidentals necessary of convenient for successful completion of the project described in the contract.

Prevailing Wage
The Contractor acknowledges that where a contract is for the completion of a “project” as defined by MN. Stat. § 177.42, Subd. 2, unless an exemption applies, the provisions MN. Stat. § 177.41 – § 177.44, including MN. Stat. § 177.43, Subd. 1 and Subd. 3, apply.

Withholding
The County is not required, and may withhold, final settlement with any contractor under a contract requiring the employment of employees for wages by said contractor and by subcontractors until satisfactory showing is made that said contractor or subcontractor has complied with the provisions of MN. Stat. 290.92 as amended or renumbered.
**Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions including attorney’s fees, which the County, its officials, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the contractor, its officials, agents or employees, in the execution, performance or failure to adequately perform the Contractor’s obligations pursuant to this agreement.

**Conflict of Interest**

The Contractor affirms that, to the best of the Contractor’s knowledge, the Contractor’s involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the County of the conflict or potential conflict specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Contractor will or will not resign from the other engagement or representation.

**INSURANCE REQUIREMENTS**

The Contractor shall furnish the County with a certificate of insurance from the insurance company issuing the policies for insurance as is herein required. All policies and certificates shall provide that the policies coverage shall remain in force and effect for the duration of the contract period. The above insurance policies shall be submitted at the same time as the Contract and Bond as provided in 1306.

The Contractor shall procure and maintain during the life of the contract insurance policies as follows:

A. **General Liability Insurance**

The Contractor shall maintain in effect at all times during the term of this Contract a “Commercial General Liability Insurance” policy, providing coverage on an “occurrence”, rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury (applying to this Document), Independent Contractors, and Products-Completed Operations Liability, or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. Such policy shall name Mille Lacs County as an Additional Insured.

The Contractor agrees to maintain at all times during the term of this Contract, a total combined liability policy limit of at least $500,000 when the claim is one for death by wrongful act or omission, and $500,000 to any claimant in any other case; $1,500,000 for any number of claims arising out of a single occurrence; and, twice these limits when the claim arises out of the release or threatened release of a hazardous substance as defined by MN. Stat. § 115B.02, Subd. 8. Such coverage shall apply to liability for Bodily Injury, Personal Injury, and Property Damage, and Contractor’s policy shall name Mille Lacs County as an additional insured.

Such Comprehensive General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregate
limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability Policy provides coverage from the point that such aggregate limits in the underlying Comprehensive General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to deductible or "retention" amounts, shall be acceptable in this regard so long as such deductible or retention amount does not cause the Contractor's total deductible or retention for each occurrence to exceed the amount shown in the provision immediately below.

The Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, however, that such deductible, retention or participation amount shall not exceed $1,000 each occurrence. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as Mille Lacs County may reasonably request, and shall contain sufficient information to Mille Lacs County to determine whether there is compliance with these provisions. At the request of Mille Lacs County, the Contractor shall in addition to providing such evidence of insurance, promptly furnish Mille Lacs County with a complete (and if so requested insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the Insurer provide at least 60 days' notice to Mille Lacs County prior to effective date of policy cancellation, non-renewal, or material adverse change in coverage terms.

All policies or insurance required under this paragraph shall be issued by financially responsible insurers, and all such insurers must be acceptable to Mille Lacs County. Such acceptance by Mille Lacs County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least an "A" shall be conclusively deemed to be acceptable. In other instances, Mille Lacs County shall have ten business days from the date of receipt of the Contractor's evidence of insurance to advise the Contractor in writing of any insurer that isn't acceptable to Mille Lacs County. If Mille Lacs County does not so respond in writing within such ten-day period, the Contractor's insurer(s) shall be deemed to be acceptable to Mille Lacs County.

At the request of Mille Lacs County, the Contractor shall promptly furnish loss information concerning all liability claims brought against the Contractor (or any other Insured under the Contractor's required policies) that may affect the amount of liability insurance available for the benefit and protection of Mille Lacs County under this provision. Such loss information shall include such specifics and be in such form as Mille Lacs County may reasonably require.

B.        Automobile Liability Insurance.

The Contractor shall provide $500,000 when the claim is one for death by wrongful act or omission, and $500,000 to any claimant in any other case; and, $1,500,000 for any number of claims arising out of a single occurrence; and, also property damage liability insurance in an amount not less than $1,500,000 for all damages to or destruction of property during the policy period; additionally, this policy shall cover any and all motor vehicles engaged in operations under the terms of this Contract.
## SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1: Contractor-Administered Recycling Drop Site</td>
<td>2</td>
<td>Year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

**Total:**

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Recycling Facility(s):</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 2: Hauling Services</td>
<td>79,560</td>
<td>Miles</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
**Requested Meeting Date:** 10/01/19  
*(Board meets the 1st and 3rd Tuesday of each month)*

### Title of Item for Consideration:
Consider Mille Lacs County's Status in the MDL Class Action Opioid Lawsuit

### Consent Agenda
- [ ] Approve/Deny Motion
- [ ] Information Only
- [ ] Schedule Public Hearing*
  
  *provide sample notice that will run in paper

### Regular Agenda – Estimate Time Needed: 20 minutes
- [ ] Approve/Deny Motion
- [ ] Discussion Item
- [ ] Direction Requested
- [ ] Hold Public Hearing*
- [ ] Presentation of Information
  
  *provide copy of hearing notice that was published

### Submitted by:
Joe Walsh

### Department:
Mille Lacs County Attorney's Office

### Who will attend the meeting and be able to respond to questions? Give name and title:
Joe Walsh, Mille Lacs County Attorney

### Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):
Many lawsuits against the manufacturers, distributors, and retailers of prescription opioid drugs have been filed and, ultimately, consolidated into one Multi-District Litigation (MDL) venue in the Northern District of Ohio. The Class has been certified as all counties, parishes, boroughs, incorporated places such as cities, towns, townships, villages, and municipalities. The Class has included Mille Lacs County even though we have not filed a lawsuit. If we take no action, we will be a part of, and be bound by, any potential Class settlement reached in this case. If we ask to be excluded from the Class, we will NOT be a part of, and NOT be bound by, any potential Class settlement reached in this case. Based on a hypothetical $1 billion settlement, Mille Lacs County would receive $2.25 per capita, or approximately $50,000. The allocation formula weights three factors equally: (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county, and (3) the number of people who suffer opioid use disorder in the county. As the allocation map shows from a nationwide perspective, Minnesota was one of the states relatively least-effected by the opioid crisis. More information can be found at [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)

### Alternatives/Options/Comments:
Either (1) take no action and remain in the Class or (2) approve contacting outside counsel to pursue an independent lawsuit against opioid manufacturers, distributors, and retailers.

### Recommended Action/Motion:
I tentatively recommend option 1 to avoid duplicative legal expenses.

### Financial Impact:
- **Is there a cost associated with this request?** [ ] Yes [ ] No
- **What is the total cost, including tax and shipping?** $0
- **Are funds available in the budget?** [ ] Yes [ ] No If no, please explain:

### Additional Information Attached:
- [ ] Contract/Agreement
  
  Approved by County Attorney's Office: [ ] Yes [ ] No If no, please explain:
- [ ] Minutes of Relevant Meeting(s)
  
  [ ] Background Information (such as price quotes, etc.)
  
  Class Action Notice, FAQ, Exclusion Request Form, Contact Information, and Allocation Maps

### Board action: *(for use by Recording Secretary)*
- [ ] Approved [ ] Denied [ ] Tabled:
CLASS ACTION NOTICE AND FREQUENTLY ASKED QUESTIONS ("FAQs")

To: All U.S. Counties, Cities, and Local Governments as listed at www.OpioidsNegotiationClass.info

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.

- The Court in In re: National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as: all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”). The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order.

- NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS, it will be bound if a Class settlement is approved in the future. Your county or city will likely NOT be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.

- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.

- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.

Questions? Visit www.OpioidsNegotiationClass.info
STAY IN THE CLASS
REQUIRES NO ACTION

Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.

By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county’s share – and city’s suggested share – can be viewed now by utilizing the Allocation Map at the Class website, www.OpioidsNegotiationClass.info. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.

REMOVE YOURSELF FROM THE CLASS
REQUIRES ACTION BY NOVEMBER 22, 2019

Get out of the Class. Get no portion of any settlement. Keep rights.

Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from (“opt out” of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys’ fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.

- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to www.OpioidsNegotiationClass.info. Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

Your rights and options are further explained below.
Any questions? Read on and visit www.OpioidsNegotiationClass.info.

DO NOT WRITE OR CALL THE COURT OR THE CLERK’S OFFICE FOR INFORMATION

Questions? Visit www.OpioidsNegotiationClass.info
1. Why is a Negotiation Class being formed? What is its purpose? ................................. 4
2. Is this the first Negotiation Class Action? ................................................................. 4
3. Why use a Class mechanism?................................................................................... 4
4. Who are the Class Representatives?........................................................................ 4
5. Who are the Defendants? .......................................................................................... 5
6. Has a Class settlement been reached with Defendants yet? ................................. 5

7. What claims and issues are certified for the Negotiation Class? .......................... 5
8. Has the Court decided any claims or issues? ............................................................ 5

9. What entities are included in the Negotiation Class? .............................................. 6
10. Are counties and cities with state court-filed actions considered part of the Negotiation Class? .......... 6
11. Will the Negotiation Class end the opioid litigation that my County or City has filed? ..... 6
12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities? 6

13. Now that the Court has approved this process, what will happen next? .................... 7
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Questions? Visit www.OpioidsNegotiationClass.info
BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants’ practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class’s Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George’s County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

Questions? Visit www.OpioidsNegotiationClass.info
5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act ("RICO") claims and two federal Controlled Substances Act ("CSA") issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities. You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.
WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

Questions? Visit www.OpioidsNegotiationClass.info
THE NEGOTIATION CLASS PROCESS

13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On **September 11, 2019**, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.

- On or before **September 20, 2019**, Class Action Notice will be sent via First-Class mail and posted to the Class website [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info) to all Class Members.

- Class Members have until **November 22, 2019** to decide whether to participate or to opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before **November 22, 2019**, using the instructions in FAQ 26.

- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.

- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.

- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See [https://www.law.cornell.edu/rules/frcp/rule_23](https://www.law.cornell.edu/rules/frcp/rule_23).)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

**Questions? Visit www.OpioidsNegotiationClass.info**
will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

VOTING

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members’ votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 (“litigating entities”). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;
- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 (“non-litigating entities”). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;
- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info
• 75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;
• 75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and
• 75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in each of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in each of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

ALLOCATION OF CLASS SETTLEMENT FUNDS

20. If there is a Class settlement, how will my County or City’s share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

Step 1: Each county’s share of the settlement will be distributed in accordance with an “allocation model.” The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

Step 2: Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

Step 3: If the default allocation is used and a city’s share is less than $500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members’ Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than $500 lies in a county that does not have a county government, the amount would instead go to the Class Members’ Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

Questions? Visit www.OpioidsNegotiationClass.info
21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity’s share will be determined as explained in FAQ 20.

- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County’s allocation be reduced.

- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant’s ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class’s lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member’s. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the “Special Needs Fund.” Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member’s allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

YOUR RIGHTS AND OPTIONS

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a one-time opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to

Questions? Visit www.OpioidsNegotiationClass.info

10
exclude your county or city. As explained in FAQ 27, you will likely not be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before November 22, 2019.
- If submitted by mail, the form must be postmarked on or before November 22, 2019 and sent by first-class U.S. mail to:

  NPO Litigation
  P.O. Box 6727
  Portland, OR 97228-6727

The Exclusion Request Form must be signed by an authorized official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court’s Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after November 22, 2019.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class’s recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info
30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a “Private Attorneys Fund” from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what’s going on in this case?

Pertinent news and information will be posted at the Class website, www.OpioidsNegotiationClass.info on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

DO NOT WRITE OR CALL THE COURT OR THE CLERK’S OFFICE FOR INFORMATION

DATE: September 11, 2019.

Questions? Visit www.OpioidsNegotiationClass.info
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

In re NATIONAL PRESCRIPTION
OPIATE LITIGATION

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does NOT want to be a member of the Negotiation Class certified in the In re National Prescription Opiate Litigation. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before November 22, 2019 OR by first-class U.S. mail (to the mailing address on page 2) postmarked on or before November 22, 2019, I am opting my County or City out of the Negotiation Class and it will NOT be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is NOT guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should NOT return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at 1-877-221-7468, or visit www.OpioidsNegotiationClass.info BEFORE I mail this form to you and BEFORE November 22, 2019.

TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM
AND FOR EMAIL AND MAILING ADDRESSES
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City (circle one) entitled

______________________________ in the State of __________________ hereby excludes itself

from the Negotiation Class certified by the United States District Court in the Northern District of
Ohio in In re National Prescription Opiate Litigation, MDL 2804. Under penalty of perjury and in
accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal
action on behalf of my County or City.

Signature: ____________________________________________

Print name: ____________________________________________

Title: ________________________________________________

City or County Represented: _____________________________ (Circle one): City / County

Address: ______________________________________________

City: ___________________________ State: __________ Zip Code: __________

Phone: _______________ Email: ____________________________

Date: ____________________________

BY NOVEMBER 22, 2019

EMAIL TO: OR SEND BY
FIRST CLASS MAIL TO:

info@OpioidsNegotiationClass.info NPO Litigation
NPO Litigation
P.O. Box 6727
P.O. Box 6727
Portland, OR 97228-6727
Portland, OR 97228-6727
In Re: National Prescription Opiates Litigation (/)  
MDL No. 2804 (N.D. Ohio)

Contact Us

If you have questions regarding the Negotiation Class, you may contact the Administrator.

Please be specific about the nature of your question in any email, voicemail message, or letter so that it can be quickly directed to the appropriate person who can respond to it.

мыш Email Us:
info@OpioidsNegotiationClass.info (mailto:info@OpioidsNegotiationClass.info)

You may also email us to have your city or county added to a list of class members who will receive email alerts when important information is posted on this website.

📞 Call Us:
1-877-221-7468 (Toll-Free)

Please ensure that you leave your name, affiliation, and telephone number with area code in your voicemail message.

✍ Write Us:
NPO Litigation  
P.O. Box 6727  
Portland, OR 97228-6727

Please ensure that you include your name and your return address on all correspondence.

Questions? Contact the Administrator at info@OpioidsNegotiationClass.info (mailto:info@OpioidsNegotiationClass.info).
In Re: National Prescription Opiates Litigation (http://wwwopioidsnegotiationclass.info/)
MDL No. 2804 (N.D. Ohio)

Allocation Map

Select a State and County, then press Submit. The allocation amount is based on a hypothetical $1 billion gross settlement for Counties and Cities, of which $150 million will be reserved for the Class Members’ Special Needs Fund(2) and $100 million will be reserved for a Private Attorneys’ Fee Fund(2), which results in $750 million for the Initial Distribution to Counties & Cities. If you have questions regarding the allocation process, please click FAQs (http://wwwopioidsnegotiationclass.info/Home/FAQ) in the menu above.

State*  
Select One...

County*  
Select One...

Submit  Reset

1Applications may be made to the Special Needs Fund by any Class member. Distributions from the Special Needs Fund to Class members are allowed for: (1) a Class member to recover its own costs of litigating its lawsuit; and (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class member’s automatic allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

2The Private Attorneys’ Fee Fund (up to but no more than 10% of any Class settlement) is intended to address county and city private counsels’ attorneys’ fees obligations in lieu of contingency fee contracts. See FAQ 10 (http://wwwopioidsnegotiationclass.info/Home/FAQ#faq10) for more information.
In Re: National Prescription Opiates Litigation (http://www.opioidsnegotiationclass.info/)
MDL No. 2804 (N.D. Ohio)

Allocation Map

Select a State and County, then press Submit. The allocation amount is based on a hypothetical $1 billion gross settlement for Counties and Cities, of which $150 million will be reserved for the Class Members’ Special Needs Fund(0) and $100 million will be reserved for a Private Attorneys’ Fee Fund(0), which results in $750 million for the Initial Distribution to Counties & Cities. If you have questions regarding the allocation process, please click FAQs (http://www.opioidsnegotiationclass.info/Home/FAQ) in the menu above.

State*  
Minnesota

County*  
Mille Lacs County

Submit  Reset

County-level Allocation for Mille Lacs County*

Total Allocation Value: $58,520  Per Capita Value** $2.28

* This Initial Distribution will be shared between the county and all incorporated municipalities within the county.

** “Per Capita Value” refers to the amount the county would receive per resident based on a hypothetical $1 billion gross settlement for Counties and Cities. The per capita value was calculated by dividing the allocation to the county by the county’s population.

The county and the cities within the county will have the opportunity to reach agreement on how the county-level allocation will be shared amongst them. If the county and cities are unable to reach agreement, the funds will be distributed as shown in the table below, according to the default intra-county allocation formula explained in FAQ.12 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq12). Under the default intra-county allocation formula, when a city’s share is less than $500, that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation, see FAQ.12 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq12), or from the Class Members’ Special Needs Fund, see FAQ.20 (http://www.opioidsnegotiationclass.info/Home/FAQ#faq20). In the rare circumstance that a city with a share of less than $500 lies in a county that does not have a county government, the amount would instead go to the Class Members’ Special Needs Fund, and Class members could seek recovery from that Fund.

Mille Lacs County $49,315
Bock $3
Bogus Brook Township $72
Brogholm Township $72
Bradbury Township $34
Dailey Township $27
East Side Township $134
<table>
<thead>
<tr>
<th>Township</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreston</td>
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<tr>
<td>Greenbush Township</td>
<td>$82</td>
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<tr>
<td>Hayland Township</td>
<td>$27</td>
</tr>
<tr>
<td>Isle</td>
<td>$921</td>
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<td>$55</td>
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<tr>
<td>Kathio Township</td>
<td>$89</td>
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<td>Princeton***</td>
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<tr>
<td>South Harbor Township</td>
<td>$192</td>
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<tr>
<td>Wahkon</td>
<td>$31</td>
</tr>
</tbody>
</table>

*** This city crosses county borders. To get this city's default allocation for all associated counties, select each associated county in turn from the County list above.

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